

TRAVERSE CITY AREA PUBLIC SCHOOLS

Traverse City, Michigan

MASTER AGREEMENT

With

TRAVERSE CITY EDUCATION ASSOCIATION

TCEA-MEA-NEA

September 1, 2004 - August 31, 2007

TRAVERSE CITY AREA PUBLIC SCHOOLS

and

TRAVERSE CITY EDUCATION ASSOCIATION

MASTER AGREEMENT

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RECOGNITION

Section 1

- 1.1 The Board of Education recognizes the Traverse City Education Association, affiliated with the Michigan Education Association and the National Education Association, as the exclusive bargaining representative, as defined in Section 11, of Act 379, of the Public Acts of Michigan of 1965 as amended for all full-time and regularly employed part-time school nurses, student assistance workers/social workers, and certificated teaching personnel including department chairpersons, guidance counselors, and librarians employed by the Traverse City Area Public School District Board of Education, but excluding therefrom, all supervisors such as, but not necessarily limited to, Superintendent, Associate Superintendent, Assistant Superintendents, Principals, Assistant Principals, Directors, all other supervisory personnel, substitute teachers, non-regularly employed part-time teachers, and all others.
- 1.2 The Association agrees that its representation of bargaining unit personnel does not cover individuals while performing administrative functions to which they may be assigned, including job responsibilities and salary paid for the performance of said administrative functions.
- 1.3 A "supervisor" shall be defined as any person who is charged with responsibility for selection, evaluation or direction of certificated personnel.
- 1.4 The term "teacher" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined (except as excluded in Subsection 1.2 above), including school nurses or student assistance workers/social workers, unless limited in another section of this contract.
- 1.5 Teachers who accept administrative intern assignments shall be excluded from the bargaining unit during that period of time they are performing administrative duties.

AGREEMENT

Section 2

- 2.1 This Agreement entered into by and between the Traverse City Education Association/Michigan Education Association/National Education Association, hereinafter called the "Association" and/or the "TCEA/MEA/NEA" and the school district of Traverse City, hereinafter called the "Employer" and/or the "District" and/or the "Board".
- 2.2 Further it is specifically agreed that where rights and benefits within the contract are specified as accruing to the "Association" the word "Association" shall be interpreted to mean only those employees of the Traverse City Area Public

Schools and any rights or benefits granted in this contract shall not accrue to other members of the MEA/NEA.

- 2.3 All terms of this Agreement shall be binding on both parties and shall supersede and cancel all previous Agreements, verbal or written or based on alleged past practices, between the Employer and the Association which are contrary to or inconsistent with the terms of this Agreement.
- 2.4 Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto. Individual teacher contracts shall be subject to the terms of this Agreement.
- 2.5 If any provision of this Agreement or application thereof shall be found contrary to law, then such provision or application shall be deemed not valid, but all other provisions or applications shall continue in force and effect.

DURATION OF AGREEMENT

Section 3

3.1 The provisions of this Agreement shall become effective as of the date ratified by both parties, and shall continue in full force and effect until August 31, 2007.

3.2 In witness whereof, the parties have hereunto set their hands this 2nd day of March 2006.

3.3 TRAVERSE CITY EDUCATION
ASSOCIATION, MEA/NEA

TRAVERSE CITY AREA PUBLIC
SCHOOLS BOARD OF EDUCATION

By _____
Chief Spokesperson

By _____
President

By _____
TCEA President

By _____
Secretary

By _____
Negotiating Committee Member

By _____
Chief Spokesperson

By _____
Negotiating Committee Member

By _____
Superintendent

By _____
Negotiating Committee Member

By _____
Negotiating Committee Member

CONTINUITY OF OPERATIONS

Section 4

- 4.1 The Association and its members recognize that the cessation or interruption of professional services by teachers is contrary to law and public policy. Therefore, the Employer and the Association agree, in keeping with the ethics of the teaching profession, that all differences between them shall be resolved by the orderly procedures provided herein, 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 of professional services and pledge themselves to the purpose of ensuring continuation of the established educational program of the school district.

ASSOCIATION DUES, FEES, AND PAYROLL DEDUCTIONS

Section 5

- 5.1 Each teacher shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association or pay a service fee to the Association as allowed by law. The teacher may authorize payroll deduction for such fee. In the event that the teacher shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7), at the written request of the Association, deduct the service fee from the teacher's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made beginning the first pay period of October and for the next twenty consecutive pay periods (a total of twenty-one (21) deductions), provided that deduction for such fees shall not supersede any legally required deductions or deductions authorized prior to the date of this Agreement.
- 5.2 The Association shall, a minimum of three weeks prior to the first payroll distribution, give written notification to the business office of the amount of the dues/fees and assessments which are to be deducted in that school year. The amount of these dues/fees and assessments shall not be subject to change more than once during the school year. For the purpose of this section, the term "school year" shall mean the twelve-month period beginning with the opening of school in the fall of each year. The right to refund to teachers monies deducted from their salaries under such authorization shall lie solely with the Association.
- 5.3 The Employer shall not be required to make any deduction for Association fees or dues if the teacher's pay is not sufficient to cover those dues/fees in any pay period. The payroll office shall not be required to honor for any month's deduction any authorization that is delivered to the payroll office later than two weeks prior to

distribution of the payroll from which the deductions are to be made. Monies deducted by the Employer for Association dues/fees shall be remitted to the Association or its designated representative no later than twenty (20) days following such deductions.

- 5.4 If any person represented by the bargaining unit who pays service fees hereunder objects to the expenditure by the Association (including MEA or NEA) of any funds collected from him/her pursuant to Subsection 5.1 (above), such person may present such objection pursuant to that policy and the procedures therein set forth; however, challenge to any such expenditure shall not relieve the person of the obligation of paying the service fee or any portion thereof pending final determination thereunder. The Association shall establish a procedure under "Policy Regarding Objections to Political - Ideological Expenditures". The remedies set forth in such policy shall be exclusive, and unless and until such procedures, including any judicial review thereof, shall have been availed of and exhausted, no dispute, claim, or complaint by such objecting bargaining unit member concerning the application and interpretation of this article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.
- 5.5 Membership in the Association is not compulsory. Each employee shall have the right to freely join, refrain from joining, or drop his/her membership in the Association.
- 5.6 Pursuant to Equal Employment Opportunity Commission guidelines, any employee that has a bona fide good faith religious objection to the requirements of this article shall not be subject to these requirements. Any such employee shall notify the Employer and the Association of his/her objection and the basis for such objection. Any employee who has a bona fide good faith religious objection must pay an amount equal to the monthly Association dues or monthly representation fee to a nonprofit charitable organization that is active in the Traverse City area. The employee will supply a receipt to the Employer and Association showing such contribution to said organization.
- 5.7 The Association, by the execution of this Agreement, expressly assumes the full responsibility for the validity and legality of the provisions set forth within Section 5. The Association expressly agrees to indemnify and hold the Employer harmless for any and all damages, claims, suits, including all costs of witnesses and attorneys fees, or other forms of liability that may arise out of or by reason of the provisions herein set forth in Section 5. The Association assumes the right, after consultation with the Board or Board designee to select counsel and to compromise or settle any claim made against the Board as a result of Section 5.

SCHOOL REFORM PLANS

Section 6

- 6.1 It is mutually agreed and understood that the school district will be involved in school improvement plans, school reform plans, or other similar plans which may be known by various names.
- 6.2 Bargaining unit members participation in school improvement plans or school reform plans outside of school hours shall be voluntary.
- 6.3 Final copies of all building-level school improvement plans will be made available to the Association president upon request.
- 6.4 Site-based decisions and/or the school improvement process shall not be contrary to or inconsistent with the terms of this Agreement unless a letter of agreement is reached between the Association and Administration.

GRIEVANCE PROCEDURE

Section 7

- 7.1 Definitions which apply to this section:

- a. A grievance is a written complaint by a teacher or the Association that there has been a violation, misinterpretation, or misapplication of the express terms of this Agreement.
- b. A "day" means a weekday (Monday through Friday), exclusive of Saturday, Sunday, or legal holidays (See Subsection 7.7 for vacation period exception).

- 7.2 Level I

In the event that a teacher discovers there is a basis for a grievance, the teacher shall first discuss the alleged grievance with his/her building principal or supervisor either personally or accompanied by his/her Association representative.

- 7.3 Level II

- a. If, as a result of the informal discussion with the building principal/supervisor a grievance still exists, the teacher may, within fifteen (15) days following the alleged grievance, invoke the formal grievance procedure through the Association to the Human Resources Office in writing. If the grievance involves more than one building, it may be initiated through this written Level II. The written grievance shall include:

- (1) Identification of the grievant(s).
 - (2) The specific facts upon which the grievance is based.
 - (3) The applicable portion of the Agreement allegedly violated, misinterpreted, or misapplied.
 - (4) The specific relief requested.
 - (5) The date on which the alleged grievance occurred.
 - (6) The date on which the grievance is being filed.
 - (7) A signature attesting to the facts as presented.
- b. Within ten (10) days of receipt of the grievance, the Employer's designated representative shall meet with the Association in an effort to resolve the grievance. The Employer's designated representative shall indicate the disposition of the grievance in writing within ten (10) days of such meeting and shall furnish a copy thereof to the Association. If the grievance involves the suspension without pay of over three days of a probationary teacher, the grievant may appeal the Level II decision to the Board of Education.

7.4 Level III

If the grievance is not resolved under the procedures set forth in the previous steps, either party may refer the grievance to the Michigan Bureau of Employment Relations for mediation, said submission to be made not later than fifteen (15) days following receipt of the answer to the grievance filed by the Employer in Step II.

7.5 Level IV

The Association or the Employer, upon written notice to the other and within twenty (20) days after the written response to the grievance at Level II, or after mediation whichever is later, may submit the grievance to arbitration under and in accordance with the rules of the American Arbitration Association.

7.6 Powers of the Arbitrator

It shall be the function of the Arbitrator, and s/he shall be empowered except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific sections and subsections of this Agreement.

- a. S/he shall have no power to add to, subtract from, alter or modify any of the terms of this Agreement.
 - b. S/he shall have no power to establish salary structures or change any salary, but may rule on the proper placement of persons on the established salary schedules.
 - c. S/he shall have no power to rule on any of the following:
 - (1) The termination of services of or failure to re-employ any probationary teacher.
 - (2) The termination of services or failure to re-employ any teacher to a position on the extracurricular schedule.
 - (3) Any matter involving the content of a teacher evaluation except in cases of tenure teacher demotion or discharge in which case tenure teacher evaluations shall not be excluded from Arbitration.
 - (4) Any provision of this Agreement which contains an express exclusion from the procedure.
 - (5) Discipline of a probationary teacher.
 - d. The Arbitrator shall have no power to change any practice, policy or rule of the Board.
 - e. Both parties agree to be bound by the award of the Arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
 - f. 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 expenses of witnesses called by the other.
 - g. When a party unilaterally initiates action to cancel or postpone an arbitration, the fees resulting from the cancellation or postponement will be borne solely by the party taking action to cancel or postpone.
- 7.7 A grievance must be filed in writing at Level II within fifteen (15) days of the violation, misinterpretation, or misapplication of the contract provision, or within fifteen (15) days of the discovery of the grievable situation, but in any event, no later than ten (10) days after the expiration of this Agreement.

- 7.8 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. During a vacation period, the time limits established by this grievance procedure shall be extended ten (10) days upon the written request of either party. Any grievance procedure not advanced to the next step of the grievance procedure within the time limits specified shall be deemed abandoned.
- 7.9 In the event the Employer'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.
- 7.10 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.
- 7.11 For the purpose of assisting a teacher or the Association in the processing of a grievance, the Employer shall permit the affected teacher access to and the right to inspect and acquire copies of his/her personnel file and any other recorded evaluations which pertain to the teacher. A representative of the Association may accompany and assist the teacher in this regard. Confidential letters of reference may be excluded from the materials available for the teacher's inspection.
- 7.12 Whenever possible, arbitration hearings shall be scheduled so that no interference with the regular school program results.

NEGOTIATION PROCEDURES

Section 8

- 8.1 In any negotiations between the parties, neither party shall have any control over the selecting 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 and by a majority of Traverse City Area Public School employees who are members 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 make concessions in the course of negotiations or bargaining, subject to final ratification.
- 8.2 The Employer and Association agree to provide, in response to reasonable requests from time to time during negotiations, such information as required by law for good faith bargaining.

- 8.3 No later than six (6) weeks after the beginning of the first semester, the name, address, degree and extra hours, extra pay for extra duty, step on the schedule, and the amount of salary of each member of the bargaining unit shall be transmitted to the President of the Association, as the information is current and updated with the Employer at that time.

- 8.4 No later than six (6) weeks after the beginning of the second semester, the name, address, degree and extra hours, extra pay for extra duty, step on the schedule, and the amount of salary of each member of the bargaining unit, not previously listed, shall be transmitted to the President of the Association.
- 8.5 The organizational meeting for a successor agreement shall be initiated no earlier than the week after the school year has ended just prior to the expiration date of this Agreement. This date may be changed by mutual agreement.

INDIVIDUAL TEACHER CONTRACTS AND STATEMENTS

Section 9

- 9.1 Upon ratification of this Agreement by both parties, the Employer shall annually issue to each tenure teacher a payroll information sheet which will supplement his/her tenure contract. A probationary teacher will receive a probationary contract.

DISTRIBUTION OF MASTER AGREEMENT

Section 10

- 10.1 Copies of this Agreement shall be printed at the expense of the Employer and furnished to all teachers of the Traverse City School System.

TEACHER EMPLOYMENT AND ASSIGNMENT

Section 11

- 11.1 The right of determination of teacher employment and assignment is vested in the Board of Education, or its designated representative.
- 11.2 To be eligible for appointment to a teaching position, each applicant shall:
- a. Have or be eligible to receive a bachelor's degree from an accredited college or university and a valid provisional, permanent, or continuing certificate recognized by the Department of Education of the State of Michigan, with the exception of teachers of vocational subjects who are required to have a vocational certificate, but not necessarily a bachelor's degree.
 - b. In the event no qualified candidate with a bachelor's degree is available, the Superintendent of Schools may recommend for employment a specially certified teacher with less preparation. The position, however, shall continue to be considered to be vacant and shall continue to be posted until such time as it is filled by an individual holding a valid provisional,

permanent, or continuing certificate.

- 11.3 Teachers should not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field(s) of study.
- 11.4 In making teacher assignments, the Employer will consider, by way of illustration and not limitation, the following:
 - a. Leaves with guaranteed placement.
 - b. Internal building assignment changes.
 - c. Surplus teachers.
 - d. Transfers.
 - e. Leaves without guaranteed placement.
 - f. Laid-off teachers.
- 11.5 Prior to the close of school, the principal will make available to each teacher his/her teaching assignment as then scheduled for the forthcoming year. Should changes in a teaching assignment be necessary prior to the beginning of a new school year, or during the school year, those assignment changes shall be discussed with the teacher or teachers affected prior to consummation of assignment. If the teacher is not available for discussion, s/he shall be advised of the change in writing. Teachers will be given written notice of assignment changes.
- 11.6 Lunch room duty shall constitute a voluntary assignment.
- 11.7 Teacher specialists at the elementary level may make recommendations in regard to scheduling of teacher specialists, and may also request specific building assignments annually. Such recommendations and requests are to be made in writing and forwarded to the Human Resources Office no later than June 1 of each year. Written recommendations and requests will be shared with and reviewed by appropriate department chairpersons and administrators prior to finalizing teacher specialist assignments.

VACANCIES AND TRANSFERS

Section 12

- 12.1 The right of determination of teacher transfer and assignment is vested in the Board of Education, or its designated representative.

- 12.2 Whenever a bargaining unit vacancy shall occur, full-time or part-time, the Employer, through administrative personnel, shall give written notification to the Association through its president, and send a copy to each Association building representative for posting on the bulletin board.
- 12.3 Copies of postings for administrative vacancies shall also be forwarded to the Association as outlined in Subsection 12.2 above.
- 12.4 It is understood that vacancies may not be posted when a certified and qualified teacher is on layoff (or such layoff is pending) and will be recalled as a result of the vacant position(s). Posting of vacancies may be delayed when the transfer process is in progress or while determination is pending on whether or not to fill the position(s) vacated.
- 12.5 Except as limited in this article, any teacher may apply in writing for a posted vacancy, and within fifteen (15) weekdays the teacher shall be notified in writing as to the disposition of the application.
- 12.6 Except as limited in this article, any teacher wishing to transfer to another position may submit a written request to his/her immediate supervisor and a copy of the request to the Human Resources Office. Within fifteen (15) weekdays the Employer shall reply in writing to the teacher confirming receipt of the request.
- 12.7 The building principal responsible for conducting transfer interviews will also be responsible for communicating with all employees who interviewed within ten workdays after the transfer for which the employees interviewed has been confirmed in writing.
- 12.8 Teacher requests for vacant positions and/or for transfers will be maintained on file for a minimum of one year.
- 12.9 No vacancy shall be filled until ten (10) calendar days after vacancy notification unless the vacancy occurs between August 1 and the first day of school, in which case the Human Resources Office shall notify the Association president orally or in writing of the vacancy. The ten (10) day period will also be waived (but notification to the Association president will occur) during the first fifteen (15) school days when enrollment changes and/or staff changes require a new hire.
- 12.10 In filling available positions, vacancies and transfers, the Employer will consider professional qualifications, background, attainments, instructional requirements, service to the school district, professional preferences of teacher, the best interests of the pupils and the school district, and other relevant factors as they relate to all applicants from within the school district, as well as from outside the school district.

A list of the qualifications for each position will be available from the Human Resources Office upon request.

- 12.11 A transfer will be discussed with the teacher or teachers affected at least one (1) day prior to consummation of the transfer unless waived by the teacher or teachers. The teacher with the most seniority who interviews for a position and does not receive the position will be sent a letter of explanation within five days.
- 12.12 Teachers without appropriate course work, or the equivalent in experience (if acceptable to accrediting agencies) in the subject areas in which they are presently assigned, will acquire the appropriate background or be given a change in assignment.
- 12.13 Teachers, in requesting a transfer or applying for a vacant position, shall specify buildings and desired subject area(s) or grade level(s).
- 12.14 Teachers who are transferred or assigned a position which was vacant may request assistance from the Employer in moving teaching supplies to the new location.
- 12.15 The parties recognize that changes in grade assignment in the elementary schools, changes in subject assignments in the secondary school grades, and transfers between schools will be necessary. Such changes may be necessary, by way of illustration and not limitation, for curriculum changes and enrollment changes, for teacher renewal, growth, morale, improvement, for maintaining excellence of the district's teaching staff, and for the benefit and well being of the district's students.
- 12.16 To assist in vacancy and transfer discussions, the following definitions shall be in effect:
 - a. "Assignment" shall be defined as the class(es) and/or grade level(s) and/or curriculum area(s) to which the teacher is assigned.
 - b. "Assignment Change" shall be defined as a change in assignment within the same building (or within the building complex at either the Junior High School or the Senior High School).
 - c. "Transfer" shall be defined as a change in teaching assignment from one school building to another school building (or from the Senior High or Junior High complex to an elementary building, or from one secondary building complex to another).
 - d. "Surplus Teacher(s)" shall be defined as an excess teacher or teachers in a

building, a building complex or a building department which results in the transfer or layoff of one or more teachers.

- e. "Involuntary Transfer" shall be defined as a transfer from one building or building complex to another building or building complex absent a request from the transferred teacher or teachers.

12.17 Association representatives shall assist the Employer in the ongoing development of the process to be used in identifying surplus teachers. The process may be changed by mutual agreement. A list of the qualifications for each position will be available at the surplus meeting.

12.18 Any teacher transferred to a supervisory or executive position and later returned to a teacher status shall be entitled to retain such rights as s/he may have had under this Agreement prior to such transfer to supervisory or executive status.

12.19 When an involuntary transfer might occur, the affected teacher(s) and the Association shall be made aware of this no later than three (3) weekdays prior to the effective date of involuntary transfer. Teachers involuntarily transferred during the school year may be given up to two (2) weekdays within which to make the move and prepare the new location for his/her assignment. The Employer, if requested, will assist in moving the involuntary transferred teacher's belongings to the new location.

12.20 It is mutually agreed and understood that the terms "surplus teacher(s)" and "involuntary transfer" as described in Subsections 12.16.d and 12.16.e are distinctly separate terms. Therefore, teachers who are surplussed as described in 12.16.d shall not be deemed to have been involuntarily transferred as described in 12.16.e. Based on the above understanding, it is mutually agreed and understood that no teacher will be "involuntarily transferred" in three (3) consecutive years unless waived by the affected teacher.

12.21 If the teacher involuntarily surplussed from a building is not the teacher with the least seniority in the building, a letter of explanation will be given to the teacher surplussed within 5 days and prior to the building administrator notifying the rest of the staff in the building. No teacher shall be involuntarily surplussed more than once. Teachers with ten (10) years or more at a building/site or 15 years in the district shall be excluded from involuntary surplus. If a site has no teachers with fewer than ten (10) years, the least senior employee will be surplussed. The Executive Director of Human Resources and the President of the Traverse City Education Association will meet within 24 hours of the surplus. The Traverse City Education Association President will get back to the Executive Director of Human Resources within 48 hours of their meeting with any discrepancies.

- 12.22 If the teacher voluntarily surplused from a building is not the teacher with the most seniority applying for a voluntary surplus in the building, a letter of explanation will be given to the teacher not surplused within 5 days and prior to the building administrator notifying the rest of the staff in the building.

PERSONNEL FILES AND RECORDS

Section 13

- 13.1 No materials related to teacher evaluation originating after initial employment by the Employer will be placed in the personnel file unless the teacher has had an opportunity to review the material. The teacher may submit a written notation regarding any material and the same shall be attached to the file copy of the materials in question. If the teacher 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.
- 13.2 Any complaint made against a teacher by a parent, student, or any other person will be called to the attention of the teacher within ten (10) school days or the complaint will not be used in disciplinary action.
- 13.3 Written communications of student, staff, parental, citizen, or administrative concerns involving an individual teacher shall not be made a part of the teacher's personnel file without allowing the teacher an opportunity to file a response thereto, and said response shall become a part of said file. The teacher's response must be filed within ten (10) days of the teacher's receipt of the communication stating the concern. Unsigned, anonymous, or communications found to be erroneous will not become a part of a personnel file.
- 13.4 The contents of the teacher's personnel file may be used in making recommendations pertaining to employment outside the school district. If requested by the teacher, the type of information used in the recommendation for employment will be provided.
- 13.5 Bargaining unit employee personnel files will be maintained at the central administration building. This file shall be the single and exclusive personnel file maintained with respect to each employee. Materials to be used in completing a bargaining unit employee's annual evaluation may be kept in a building file until the annual evaluation is complete and forwarded to the central administration personnel office.
- 13.6 Items in the building file will not be used in disciplinary action after three years unless they are contained in the personnel file.

- 13.7 The Employer will not approve the public use of electronic surveillance devices in a teacher's classroom without prior notification and consultation each time with the teacher.
- 13.8 In the event that the district receives a Freedom of Information Act (FOIA) request for the personnel file(s) of any teacher(s), the district shall immediately notify the teacher. The teacher will be provided an opportunity to review the contents before the release of the information.

REDUCTIONS IN PERSONNEL, SENIORITY AND RECALL

Section 14

- 14.1 In the event the Employer finds it necessary to reduce the number of teaching personnel, it reserves the right to select the educational department and/or the schools in which the reduction in personnel shall take place. Teachers in the specific positions being reduced or eliminated are to be notified, and shall have the right to replace a less senior teacher within the notified teachers area(s) of certification and qualification, subject to the conditions outlined in Section 14.
- 14.2 The Association shall be informed of the reasons(s) for reduction in personnel.
- 14.3 Teaching personnel shall be reduced in the following order:
- a. Teachers according to certification, qualifications, tenure, seniority.
 - b. Definitions:

Certification: Possess a valid provisional, permanent or continuing certificate appropriate to the teaching assignment.

Qualification: Possess a major or minor appropriate to the teaching assignment as well as a sufficient number of credit hours in that academic area to meet accrediting agency standards.

Tenure: As defined in the Michigan Teacher Tenure Act. Properly certificated and qualified employees who have teacher tenure in the district shall be deemed to have greater seniority than properly certified and qualified employees who do not have teacher tenure in the district.

Seniority: Seniority in the school district for the purpose of this section shall mean permanent employment in the school district as a bargaining unit member, except as outlined in the definition of tenure (14.3.b).
 - c. In the event more than one individual has the same effective date of hire

after "a" and "b" (above) have been followed, the Employer shall select the teacher(s) to be laid off or retained based on, by way of illustration and not limitation, professional qualification and training, background, prior teaching experience, district curriculum and program needs, and other relevant factors.

14.4 Teaching personnel shall be recalled to work in the following order:

- a. Teachers according to certification, qualifications, tenure, and seniority. For the purpose of this paragraph, certification, qualifications, tenure, and seniority shall be defined as in Subsection 14.3.
- b. Other certified and qualified teachers as needed and available, in that order.
- c. Teachers with less than a bachelor's degree, and/or a provisional certificate.

14.5 Reduction and Recall Procedures:

- a. The Employer shall give written notice of recall from layoff by mailing a registered or certified letter to the teacher with return receipt requested, at his/her last known address ten (10) weekdays prior to the date the teacher is to report to work.
- b. The teacher shall report to work upon the date specified by the Employer, and failure to report on that date (except in cases of emergency and when the Employer is notified in advance) shall terminate the teacher's individual employment contract.
- c. The Employer shall give forty-five (45) days notice prior to the effective date of layoff, by way of illustration and not limitation, for reasons of insufficient revenue, enrollment reduction, curriculum change, to make room for those returning from leave, or program reduction.

14.6 All assignments (classroom and non-classroom) shall not carry tenure in position.

14.7 The process of reduction shall not be contrary to the priority established under the Tenure Act, and nothing herein as stated shall be construed as a waiver of any right that an individual teacher may have under the Tenure Act.

14.8 Teachers recalled to duty shall retain accumulated sick leave and shall be returned to the step on the salary schedule based on where they were at the time of layoff.

14.9 Any layoff under this section shall suspend, for the duration of the layoff, the

Employer's obligation to pay salary or fringe benefits under any teacher's individual employment contract or under this Master Agreement.

- 14.10 Refusal or acceptance of a position that is less than full-time employment with the Employer shall not affect the teacher's recall rights to a full-time position, except that a teacher who is on lay-off from a part-time position must accept a part-time recall, which is equal to or greater than the part-time employment at lay-off, or forfeit all recall rights (including loss of seniority).
- 14.11 No new teachers shall be employed by the Employer while there are laid off teachers in the district unless none of the laid-off teachers are certified and qualified for that vacancy and/or unless a certified teacher or teachers on layoff have refused to report to work.
- 14.12 A seniority list will be developed by January 1 each year with a copy of said seniority list sent to the Association.

SCHOOL NURSES AND
STUDENT ASSISTANCE WORKERS/SOCIAL WORKERS

Section 15

- 15.1 All sections of this agreement shall apply to school nurses and student assistance workers/social workers except those as modified or excluded by language in this section of the contract.
- 15.2 School nurses and student assistance workers/social workers are not subject to the Teachers' Tenure Act and will not be issued a tenure contract as outlined in Section 9 (Individual Teacher Contracts and Statements). Nurses and student assistance workers/social workers will be provided a payroll information sheet on an annual basis.
- 15.3 While the right of specific assignments of school nurses and student assistance workers/social workers is vested in the Board of Education or its designated representative, school nurses and student assistance workers/social workers are not required to hold a valid provisional, permanent, or continuing teaching certificate as recognized by the Department of Education of the State of Michigan. Consequently, the Employer retains the right of assignment of school nurses and student assistance workers/social workers but the remainder of Section 11 (Teacher Employment and Assignment) shall not apply to school nurses and student assistance workers/social workers.
- 15.4 School nurses and student assistance workers/social workers shall not be subject to the vacancy and transfer language as outlined in Section 12 (Vacancies and Transfers), except that the right of determination of school nurses and student

assistance workers/social workers transfer and assignment is vested in the Board of Education or its designated representative.

- 15.5 Section 14 (Reductions in Personnel, Seniority and Recall) shall not apply to school nurses or student assistance workers/social workers.
- 15.6 School nurses shall constitute a separate classification and shall be laid off/recalled by seniority based on school nurse classification, not certificated teacher classification. Seniority, as applied to school nurses, shall be defined as permanent employment in the school district as a bargaining unit member as a school nurse. In the event more than one school nurse has the same effective date of hire, the Employer shall select the school nurse or nurses to be laid off or retained based on, by way of illustration and not limitation, professional qualifications, training, background, prior experience in the field of school nursing, school program needs, and other relevant factors.
- 15.7 Student assistance workers/social workers shall constitute a separate classification and shall be laid off/recalled by seniority based on student assistance worker/social worker classification not certificated teacher classification. Seniority, as applied to student assistance workers/social workers, shall be defined as permanent employment in the school district as a bargaining unit member as a student assistance worker/social worker. In the event more than one student assistance worker/social worker has the same effective date of hire, the Employer shall select the student assistance worker(s)/social worker(s) to be laid off or retained based on, by way of illustration and not limitation, professional qualifications, training, background, prior experience in the field of student assistance work/social work, school program needs, and other relevant factors.
- 15.8 The primary purpose of evaluating both school nurses and student assistance workers/social workers is to improve services provided to school district students and staff. In general, Section 16 (Teacher Evaluation) shall not apply to school nurses and student assistance workers/social workers except that the evaluation will be based on the following components:
 - a. The assessment of performance as a school nurse or student assistance worker/social worker.
 - b. The assessment of progress toward predetermined goals.
 - c. Self-assessment through feedback information.
- 15.9 Section 17 (Discipline of Teachers) shall also apply to school nurses and student assistance workers/social workers except as modified in this subsection.

- a. The probationary period for school nurses and student assistance workers/social workers shall be four years.
 - b. It is recognized that school nurses and student assistance workers/social workers may not process a claim or dispute with the State Tenure Commission.
 - c. School nurse and/or student assistance worker/social worker dismissal procedures are not subject to the provisions of the Michigan Teacher Tenure Act.
 - d. Discipline of school nurses and student assistance workers/social workers shall be for just cause.
- 15.10 Contract language in Section 27 (Teaching Hours) shall not apply to school nurses or student assistance workers/social workers. While the school nurses' and student assistance workers'/social workers' regular workday shall not exceed seven and three-fourths (7-3/4) hours, the specific reporting times and dismissal times shall be as established by the Employer after consultation with school nurses and/or student assistance workers/social workers and may or may not be identical to those hours as stipulated in Section 27 for secondary and/or elementary teachers.
- 15.11 In that school nurses and student assistance workers/social workers are not assigned regular classroom duties, Section 28 (Class Size and Teaching Conditions) shall not apply.
- 15.12 Section 29 (Preparation, Planning, and Duty-Free Lunch) shall not apply to school nurses or student assistance workers/social workers except that school nurses and student assistance workers/social workers shall be entitled to a duty-free, uninterrupted lunch period of forty (40) minutes.
- 15.13 The following subsections of Section 41 (Compensation) shall not apply to school nurses without professional school nurse certification from the State of Michigan and student assistance workers/social workers without school social worker approval from the State of Michigan: 41.1, 41.3, 41.7, and 41.8.
- 15.14 School nurses and student assistance workers/social workers shall be paid according to the teacher salary schedules in Section 44 (Salary Schedules), except that school nurses without professional school nurse certification from the State of Michigan and student assistance workers/social workers without school social worker approval from the State of Michigan shall not be eligible for longevity steps listed on the salary schedules.

TEACHER EVALUATION

Section 16

- 16.1 The first purpose of an evaluation is to improve instruction. The second purpose of evaluation is to fulfill the obligations of the Board of Education under the Teacher Tenure Act.
- 16.2 The immediate supervisor or a designated administrator shall have the final responsibility for evaluating the staff members directly responsible to him/her. The immediate supervisor shall be the administrator designated by the Superintendent. The administrator responsible for the evaluation may use district support specialists or other staff persons on a voluntary basis to observe technical skills on a limited basis in subjects such as foreign language and music. The evaluatee and Association shall be informed of this assistance before it is used.
- 16.3 The role of the evaluator is to provide the evaluatee with support and assistance to:
 - a. identify and reinforce areas of competence and strength,
 - b. identify areas of needed growth,
 - c. set goals and (as needed) to provide the teacher with an individualized development plan in consultation with the teacher as provided by the Teacher Tenure Act,
 - d. make suggestions for improvement.
- 16.4 The role of the evaluatee is to collect and review performance related information from all relevant sources and to seek continued improvement in performance.
- 16.5 The records made in carrying out teacher evaluation will be maintained at the building level except for final evaluation reports. Copies of these records will be provided the evaluatee on written request within a reasonable amount of time.
- 16.6 The evaluation will be based on three components as outlined in Subsections 16.7, 16.8, and 16.9.
- 16.7 The assessment of teacher performance will be based on formal and informal classroom observations. There shall be a minimum of two formal classroom observations during each evaluation year. Each formal classroom observation will be followed by a conference and a written summary.
- 16.8 The assessment of progress toward predetermined goals will be summarized

and/or an assessment of the teacher's progress in meeting the goals of his/her individualized development plan will be made by the evaluator in the final evaluation report.

- 16.9 The self-assessment of feedback information is for the benefit of the evaluatee and evaluator. The evaluatee shall review the feedback information with the evaluator, furnish him/her with documentation as to the method used to gather feedback, a copy of the instrument(s) used in the feedback process, and a written summary of the results. The evaluator will complete the final self-assessment evaluation report for the personnel file after reviewing any feedback materials provided by the evaluatee.
- 16.10 The Final Evaluation Summary will include a summary of the three components as listed on the Final Teacher Evaluation Summary page following Subsection 16.16 of this section.
- 16.11 Probationary teachers shall be evaluated each year of their probation. The probationary teacher will be provided with an individualized development plan as developed by the evaluator in consultation with the individual probationary teacher. Each probationary teacher will be provided with an annual year-end performance evaluation. The annual year-end performance evaluation shall be based on (but is not limited to) at least two classroom observations held at least sixty calendar days apart, unless a shorter interval between the two classroom observations is mutually agreed upon by the evaluatee and the evaluator. The year-end performance evaluation shall include an assessment of the teacher's progress in meeting the goals of his or her individualized development plan.
- 16.12 After having obtained tenure as a teacher, the teacher shall be evaluated at least once during each three years of employment. Tenure teacher evaluations shall require not less than two classroom observations. Teachers shall be notified in writing whenever their period of formal evaluation is to begin.
- 16.13 The evaluators will strive to adhere to the following procedures and time lines in the evaluation process.
- a. SEPTEMBER 30:
The evaluator will provide a general orientation of the evaluation plan to those teachers scheduled for evaluation. This orientation will explain the basis for the evaluation and procedures to be followed in the appraisal process. The above orientation will be completed by the end of September. This may be accomplished with a scheduled district-wide meeting or individual building meetings.
 - b. NOVEMBER 15:

An individual preliminary conference will be held between the evaluator and the evaluatee prior to November 15. At this conference the evaluator will review the process and the steps to be used during the evaluation period. During this preliminary conference, there shall be a discussion of individual goals for the year and/or the teacher's individualized development plan, as well as a discussion of the possible approaches for self-evaluation through feedback.

c. PRIOR TO THE END OF THE FIRST SEMESTER:

There shall be at least one formal classroom observation prior to the end of the first semester. Post formal classroom observation conferences shall be scheduled within ten (10) workdays of the observation. Discussion of classroom observation and goals (as well as the method for assessing attainment) will be finalized with the evaluatee for the year. The teacher's progress in meeting the guidelines of any individualized development plan will be discussed with the evaluatee. In the event that goals have not been finalized, as well as the method for assessing attainment, and/or a self-assessment process finalized, the evaluator shall develop those goals and methods of assessment and design a self-assessment process in consultation with the teacher.

d. PRIOR TO MARCH 15:

For probationary teachers, a final formal classroom observation and post conference shall be held prior to March 15, with the final report for probationary teachers due in the Human Resources Office by April 1.

e. PRIOR TO THE LAST DAY OF SCHOOL:

The final formal evaluation and post conference for tenure teachers shall be completed no later than June 1.

f. Final written reports shall be forwarded to the Human Resources Office by the last day of the school year.

g. The evaluatee shall receive a copy of the final written evaluation report after having signed the report in the presence of the evaluator. The evaluatee's signature shall indicate s/he has read and is familiar with the evaluator's report, but the signature does not necessarily imply agreement with the final evaluation report.

h. If a tenure teacher receives a less than satisfactory performance evaluation, the evaluator shall provide the teacher with an individualized development plan in consultation with the individual teacher.

16.14 Each evaluatee shall be provided, for his/her personal file, a complete copy of any

written evaluation report after being signed by the evaluator and that is submitted by the evaluator to the Central Staff Administrator. The evaluatee shall be provided a copy of any written summary made as a result of the evaluation conferences.

- 16.15 If a disagreement exists between the evaluator and the evaluatee, the evaluatee may submit a written response within ten (10) workdays of the conference or submission of any reports. The evaluatee's response shall be attached to the evaluator's report to which the evaluatee objects. In addition, the evaluatee may request a conference with the Superintendent or a central office administrator designee.
- 16.16 In those cases where a tenure teacher has received less than a satisfactory performance evaluation, the evaluator will provide the tenure teacher with an individualized development plan in consultation with the teacher.
 - a. The teacher shall be given a reasonable amount of time in which to meet the goals of his or her individualized development plan.
 - b. At the request of the evaluatee, the evaluator will assist the evaluatee in identifying or acquiring resources which may be helpful in meeting the requirements of the individualized development plan. Resources may include printed materials, staff members with expertise in the area of identified problem or concern, etc.
 - c. In the event a recommendation for dismissal of a tenure teacher is made (based on teacher evaluation), the final evaluation report is to be submitted to the Human Resources Office no later than April 20.
 - d. The evaluatee will have ten (10) workdays in which to respond to the final evaluation report.
 - e. A copy of the final evaluation report shall become a part of the evaluatee's central office personnel file. The report shall contain the signature of the evaluator and the signature of the evaluatee. The evaluatee's signature shall indicate s/he has read and is familiar with the evaluator's report, but the signature does not necessarily imply agreement with the final evaluation report.

FINAL TEACHER EVALUATION SUMMARY

Evaluator _____ Evaluatee _____
 Evaluator _____ Assignment _____
 1st year probation _____
 2nd year probation _____
 3rd year probation _____
 4th year probation _____
 Tenure _____

Date	Nature of Contact	Evaluator

Signatures are to be affixed on completion/review of the data (observations, conferences, progress toward predetermined goals, establishing an individualized development plan, assessing the teacher's progress in meeting the goals of his or her individualized development plan, review of self-evaluation, etc.). Attached to this Final Evaluation Summary will be the following:

1. A narrative summary of teacher performance based on classroom observations, and conferencing between the evaluator and evaluatee. Teaching performance strengths and/or deficiencies will be indicated in this narrative summary.
2. A list of goals set for the year (including those identified in any individualized development plans) along with a narrative summary of progress in meeting those goals.
3. The evaluator's assessment of the information reviewed in the self-assessment process, and a summary of the process used in gathering the self-assessment feedback information.

Evaluator _____ Date Signed _____

Evaluatee _____ Date Signed _____

White: Human Resources Office Yellow: Evaluatee Pink: Evaluator

Date _____

Evaluator _____ Evaluatee _____

NARRATIVE SUMMARY OF TEACHER PERFORMANCE

Date _____

Evaluator _____ Evaluatee _____

**SUMMARY OF GOALS AND PROGRESS TOWARD PRE-DETERMINED GOALS,
AND/OR AN ASSESSMENT OF THE TEACHER'S PROGRESS IN MEETING THE
GOALS OF THE TEACHER'S INDIVIDUALIZED DEVELOPMENT PLAN**

Date _____

Evaluator _____ Evaluatee _____

**EVALUATOR'S SUMMARY OF FEEDBACK RECEIVED THROUGH SELF-
ASSESSMENT, AND EVALUATOR'S SUMMARY OF THE PROCESS USED BY THE
EVALUATEE IN GATHERING THE SELF-ASSESSMENT FEEDBACK**

White: Human Resources Office

Yellow: Evaluatee

Pink: Evaluator

INDIVIDUALIZED DEVELOPMENT PLAN (IDP)

EVALUATOR(S) _____ EVALUATEE _____

ASSIGNMENT _____ SCHOOL YEAR _____

EVALUATION STATUS:

1st year probation _____ 3rd year probation _____
 2nd year probation _____ 4th year probation _____

Tenure _____

DATES	NATURE OF IDP CONTACT	EVALUATOR(S) (initials)	EVALUATEE (initials)
	consulted with the evaluatee in developing the Individualized Development Plan		
	provided the Individualized Development Plan to the evaluatee		

The major topic areas include:

- Student Achievement/Teaching Strategies/Classroom Management
- Support of District and Individual School Goals
- Working relationships: Administration, Department, staff, parents, and students
- Communication: Internal/External
- Professional Growth

Final evaluation information related to the IDP will be included in the narrative summaries (teacher performance, goals, and feedback). Information on this page (and a copy of the IDP as provided to the evaluatee) will become a part of the final evaluation document to be placed in the evaluatee's personnel file.

EVALUATOR(S) _____ DATE _____
 EVALUATEE _____ DATE _____

DISCIPLINE OF TEACHERS

Section 17

- 17.1 Discipline of a teacher shall be for just cause.
- 17.2 Any suspension or discharge of a tenure teacher shall comply with the Michigan Teacher Tenure Act, and shall not violate the rights the teacher has under this Agreement.
 - a. Honoring the teacher's rights in this Agreement and applicable statutes.
 - b. The forwarding of a written explanation of the action to the teacher and the Association.
- 17.3 The Association shall be provided a copy of the written explanation of suspension or discharge as provided the tenure teacher.
- 17.4 Any dispute concerning a suspension or discharge of a tenure teacher shall be subject to the Grievance Procedure only in those cases where the teacher or Association does not timely initiate resolution of the dispute through the Michigan Teacher Tenure Act.
- 17.5 No grievance concerning the non-renewal or termination of a probationary teacher shall be processed beyond a hearing and response at Level II of the Grievance Procedure.
- 17.6 Teacher dismissal procedures shall conform to the provisions of the Michigan Teacher Tenure Act. Non-renewal of a probationary teacher shall conform to the provisions of the Michigan Teacher Tenure Act.
- 17.7 If a teacher is to be subject to written reprimand by the Employer or its agents, the teacher shall be notified that s/he may have a representative of the Association present.

ASSOCIATION RIGHTS

Section 18

- 18.1 The Association shall have the right of reasonable use of school buildings, facilities, and equipment when scheduled through prescribed channels.
- 18.2 For communication with members:
 - a. The Association shall be provided with bulletin board space as arranged with the school principal.
 - b. The Association shall be permitted reasonable use of interschool mail

delivery for communicating with the Employer.

- c. Copies of all Association materials delivered to the Employer through the use of interschool mail will be forwarded to the Human Resources Office.
- d. The Association will reimburse the Employer for the actual cost of:
 - (1) Any school supplies used.
 - (2) Extra maintenance services.

RIGHTS OF THE BOARD

Section 19

- 19.1 The Association recognizes that the Board of Education on its own behalf and on the 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 School Code, and by the Constitution of the United States, including, but without limiting the generality of the right to establish policy for the executive management and administrative control of the school system, its properties, its facilities and its personnel, as well as the methods and means necessary to the proper execution of the foregoing obligation provided that such rights shall be exercised in conformity with the provisions of this Agreement.
- 19.2 Nothing contained herein shall be considered to deny or restrict the Board of Education of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.
- 19.3 The Association agrees that it shall not discourage, deprive, coerce, harass or discriminate against any employee of the Board of Education with respect to the enjoyment of any rights conferred by the laws and the Constitution of Michigan and the United States.

TEACHER RIGHTS

Section 20

- 20.1 The teacher shall have the right to support or oppose political causes and issues outside the normal classroom activities.
- 20.2 The Employer recognizes that members of the teaching profession are qualified to assist in formulating policies and programs related to curriculum.
- 20.3 The Employer agrees not to discourage, deprive, coerce, or harass any teacher in

the enjoyment of any rights conferred by common and statutory laws and the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to any matter, subject to the terms of this Agreement, by reason of his/her membership or participation in the activities of the Association.

- 20.4 Membership in the Association shall not be denied to any teacher because of race, creed, sex, marital status, or national origin.

IN-SERVICE TRAINING

Section 21

21.1 Course of Study

- a. The Board of Education, believing that continued study by its teaching staff is an effective method of improving instruction will aid teachers financially on credit courses taken beyond the bachelor's degree as long as the courses meet the guidelines in this section of the contract and/or when a teacher has received prior written approval for reimbursement.
- b. Teachers taking courses 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.
- c. Teachers taking courses offered by out-of-state institutions which are recognized by that state as accredited institutions shall be reimbursed at the rate of one-half (1/2) of the tuition charge of the institution, but that rate shall not exceed one-half (1/2) of the tuition rate charged by Michigan State University.
- d. A teacher must be on a planned, approved program for an advanced degree (in a K-12 educational program) in order to be reimbursed by the Employer for courses taken in "b." and "c." above, unless prior approval is granted as noted in "e." below.
- e. Teachers taking courses not leading to an advanced K-12 educational degree may be reimbursed under this policy upon prior written approval. If the course is not a part of an approved program for an advanced degree, to gain approval, the teacher must state in writing, the specific benefits to classroom instruction which will be derived from the course to be taken. Written requests for approval are to be submitted to the Human Resources Office.
- f. To receive reimbursement for college credit, evidence of successful completion of work, along with a receipt for tuition must be presented to the Human Resources Office. A transcript of credit and canceled check will

suffice as evidence, as long as confirmation of the college's per-credit rate is also provided.

21.2 Conferences

- a. When approved in advance, the Employer will assist teachers in attending professional meetings and visiting outstanding teacher projects which are stimulating to professional growth.
- b. A teacher wishing to attend a conference or visit another school must obtain prior approval from his/her principal and/or an appropriate central office administrator.

PROFESSIONAL STAFF MEETINGS

Section 22

- 22.1 Attendance at professional staff meetings is mandatory except when permission for absence is granted by a supervisor or principal.
- 22.2 When travel is involved, teachers may leave for professional staff meetings after students have been dismissed.
- 22.3 School building level professional staff meetings, where attendance is required, shall be held on Tuesday (unless the building principal and staff at that building mutually select a different day), except in unusual circumstances or when consultants required for the meetings are not available on those days.

Elementary teachers may have three building staff meetings each month, each not to exceed forty (40) minutes. Meetings shall start no earlier than 50 minutes prior to instruction. Effective with the 2001/02 school year there will be grade level staff meetings from 4:30 – 6:00 p.m. on the second Tuesday of two (2) months for grades 4th – 6th and three (3) two (2) hour meetings for grades kindergarten – 3rd from 4:30 – 6:30 p.m.. In addition, there will be four (4) hours the week before school for building level in-service hours/activity. Teachers will be paid \$20 for each hour attended (paid annually).

Secondary teachers may have two (2) meetings each month, not to exceed sixty (60) minutes beyond the regular school day. In addition, they may have a monthly departmental meeting. One three-hour departmental meeting will be district wide from 3:30 – 6:30 p.m. In addition, there will be 4 hours the week before school for building level in-service hours/activity. Teachers will be paid \$20 per each hour attended (paid annually).

- 22.4 No mandatory school building level professional staff meetings shall be held after school on Mondays and Fridays.

- 22.5 Traveling teachers will be required to attend staff meetings only at the building where administratively assigned (unless there is mutual agreement between and among the principals and traveling teacher to the contrary). Traveling teachers are responsible, however, for contacting the principals at all assigned buildings to obtain information on topics or decisions reached at staff meetings which they did not attend.
- 22.6 Parent-teacher conferences at individual buildings will be set by the building principal after input from the teachers in the building, taking into consideration the desires and needs of both the staff and parents. Such scheduled conferences must have Superintendent or designee approval if it involves alternate bus scheduling.
- 22.7 A kindergarten teacher who has two classes of students shall be provided released time (for parent-teacher conferences) in addition to that provided to a teacher in grades one (1) through six (6). When additional parent-teacher conference time is added, a substitute teacher will be provided.

COMMUNICATION AND CONSULTATION

Section 23

- 23.1 Meetings with the Superintendent and/or his/her designated representative and the President of the Traverse City Education Association and/or his/her designated representative shall be held at least four (4) times a year. The dates, times, place and agenda shall be determined prior to the meeting. These meetings will not bypass the negotiation process or grievance procedure in the Master Agreement.
- 23.2 The Employer and the Association agree to support Conflict Resolution meetings involving teachers, Board members, and administrators at the district level as a means of facilitating communication and as a means of problem solving.
- 23.3 The parties shall establish a joint committee for the purpose of providing a forum for the submission, exchange and consideration of various matters of interest affecting the ongoing relationship between the Board and the Association. Each party shall appoint three (3) representatives.

The joint committee shall meet at least four (4) times each school year. It shall be concerned with developing an effective and candid communication relationship between the parties, and may propose non-binding recommendations to the Board or to the Association from time to time.

It is expressly understood that this joint committee shall not be considered to be engaged in collective bargaining, and neither party shall be under any obligation to accept or implement any particular proposal. If the parties do agree to implement

any proposal, it shall be reduced to writing in the form of a letter of understanding.

STUDENT TEACHER ASSIGNMENT

Section 24

24.1 Supervising teachers of student teachers shall be tenured teachers. The teacher shall voluntarily accept the assignment and shall be known as a supervising teacher. Supervising teachers shall work directly with the local program coordinator, assisting in the development of opportunities for the student teachers to observe and practice the arts and skills of the profession.

ACADEMIC FREEDOM

Section 25

25.1 The parties hereto agree as follows:

- a. No special limitations shall be placed upon the study, investigation and interpretation of facts and ideas concerning man, human society, the physical and biological worlds, and other branches of learning subject to accepted standards of professional responsibility.
- b. Teachers shall participate in decisions regarding the methods and materials used for the instruction of students.
- c. Teachers shall have the right to utilize delivery systems which have proved effective in the classroom.

25.2 The Employer and the Association recognize that the ability of pupils to progress and mature academically is based on a combination of factors which include home, school, and economic and social environment.

25.3 Starting with the 1997/98 school year, when new curriculum is adopted or other curriculum changes are made by the Board of Education, the materials and resources required by this change will be identified and provided in quantities to meet the implementation needs.

STUDENT DISCIPLINE AND TEACHER PROTECTION

Section 26

26.1 The Administration will give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom and throughout the school.

26.2 Teachers 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.

- 26.3 Any case of assault upon a teacher which had its inception in a school-centered problem shall be reported immediately in writing to the Superintendent or his/her designated representative. If the Employer determines that such an assault was without justification:
- a. The teacher may request assistance from the Employer, said assistance to be limited to the provision of legal counsel to advise the teacher of his/her rights and obligations with respect to such assault.
 - b. Any time lost by a teacher as a result of an assault, not compensable under Workers' Compensation, shall not be charged against the teacher.

TEACHING HOURS

Section 27

- 27.1 The teacher's regular workday shall not exceed eight (8) hours at the school(s) where assigned. The school instructional day will be designed to ensure that the school district schedules at least the minimum number of days and hours to receive full state funding for all grade levels each year. Enough additional hours will be scheduled to provide for anticipated delays due to inclement weather. If days and/or hours of instruction are increased due to state requirements, the impact of such increases shall become a matter of professional negotiations. The secondary school instruction day will be six hours and twelve minutes in length and the elementary school instruction day will be six hours and thirteen minutes in length.
- 27.2 Beginning with the 1999/00 school year, teachers shall report for duty twenty-five (25) minutes before the beginning of classes and shall be free to leave ten (10) minutes after the schedule of classes for his/her building has ended. The minutes before and after school may be allocated otherwise by the Superintendent or his/her designated representative after receiving a recommendation from the building principal and his/her staff.
- 27.3 On Friday and days preceding holidays, teachers shall be permitted to leave immediately after the student body is dismissed.
- 27.4 Part-time teachers shall arrange their reporting and departure times with the building principal. Reporting and dismissal times shall be prorated based on the reporting and departure times of full-time staff.

CLASS SIZE AND TEACHING CONDITIONS

Section 28

- 28.1 The Board and Association recognize that optimum school facilities for both students and teachers are desirable to ensure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of school and the school day should be directed toward ensuring that the energy of the teacher is primarily utilized to this end.
- 28.2 Both parties recognize that the pupil/teacher ratio is an important aspect of an effective educational program and shall be bound by the limits and conditions set forth in this section.
- 28.3 The utilization of teacher assistants is an appropriate remedy for classes with excessive pupil/teacher ratios. Teacher assistants will be assigned at the request and in accordance with the following criteria:
- a. Grades K-3 - For all classes which exceed twenty-seven (27) in grades K-2 or which exceed twenty-eight (28) in grade 3, an assistant will be assigned for not less than three (3) hours per day.
 - b. Grades 4-6 - For all classes which exceed twenty-nine (29), an assistant will be assigned for not less than three (3) hours per day.
 - c. Grades 7-12 - For sections which exceed thirty-three (33), an assistant will be assigned for each such section, and if a teacher's daily class load exceeds an average of thirty-three (33), a one-half time assistant shall be assigned to the teacher.
 - d. If a K-3 or 4-6 elementary class size exceeds a pupil/teacher ratio of thirty (30) or thirty-three (33) respectively; the Administration will confer with the teacher involved to review the circumstances and make appropriate plans for assistance. Further, when elementary class size exceeds thirty (30) or thirty-three (33) respectively, the teacher may request the matter to be referred to a Class Size Committee for action as outlined in Subsection 28.11.
 - e. Building principals shall make every effort, in cooperation with the teachers involved, to address and solve the impact of students with special needs in classrooms.
 - f. In the event a principal and teacher cannot resolve a situation, the issue may be brought to the attention of the Classroom Composition Facilitator.
 - g. In the event the Classroom Composition Facilitator cannot resolve a situation, the issue may be brought to the attention of a Classroom Composition Committee (CCC). The CCC shall be appointed, and shall

consist of three members selected by the Administration and three members selected by the Association. The Committee will review concerns brought to them by the Classroom Composition Facilitator. A decision shall be reached within five (5) working days.

- h. The CCC shall set a weekly time for reviewing issues. If no items come to them 2 working days prior to this time, the meeting shall be cancelled. The Assistant Superintendent shall handle the agenda and call the meetings as required. It would take four like votes to make a decision.
- i. The CCC shall have resources available within budget constraints to meet the needs brought to them.
- j. If the CCC is unable to resolve the issue, the advice of an independent third party determined by mutual agreement will be sought and if necessary the third party will render a decision related only to the situation presented. The third party shall not change or violate any Board policy, applicable law, letters of understanding, or any provision of this contract. The independent third party shall work within budget constraints established. The third party's fees shall be borne equally by the parties.
- k. At the Elementary level any appropriate bargaining unit member who will be providing instructional or other services to a handicapped student in a regular education classroom setting shall be invited, in writing, to participate in the Individual Education Planning Committee (IEPC). Whenever the placement of a student is unknown, a representative general education classroom teacher shall be invited, in writing, to participate in the IEPC. Training, health related issues, and other support issues will be addressed at the IEPC.
- l. At the Secondary level whenever the placement of a student is unknown, a representative general education classroom teacher shall be invited, in writing, to participate in the IEPC. Training, health related issues, and other support issues will be addressed at the IEPC.
- m. At the elementary and secondary level a representative general education classroom teacher shall be invited to participate in the S-504 Planning Committee.
- n. When an at-risk or S-504 student is placed in a regular classroom and requires exceptional attention, the teacher may request the building principal to assist in addressing the specific need. Section 504 shall be in compliance with federal law. Procedures for 504 services may be changed by mutual agreement with the TCEA and Board Bargaining team.

- o. Members of the teaching staff in each elementary building will assist in the development of criteria for the placement of students in multi-graded classrooms in their building.
 - p. The requirement to assign assistants shall not apply to large classes in subject areas such as music, physical education, typing, and other special area subjects of a similar nature.
 - q. If a secondary class size exceeds a pupil/teacher ratio of thirty-five (35) to one (1), or a teacher's secondary daily class size in physical education exceeds forty-five (45) students per class, the administration will confer with the teacher involved to review the circumstances and make appropriate plans for assistance. Further, when secondary classes exceed numbers as noted in this paragraph, the teacher may request the matter to be referred to a Class Size Committee for action as outlined in Subsection 28.11.
- 28.4 No more than nine (9) teacher assistants shall be required to cover the classes and sections outlined in Subsections 28.3.a-c. In the event hours of teacher assistant time required by this Agreement exceeds the number of hours that may be provided by nine (9) teacher assistants, then in that event, the Employer may employ additional teacher assistants. If the Employer does hire nine (9) or more teacher assistants, the allocation of time of the teacher assistants shall be prorated equitably among the affected teachers at an affected facility.
- 28.5 The Employer shall designate the hours of the school day for which the assistant assignment will be made. The affected teacher may specify the time that the assistant will be the most useful in assisting the teacher's program. The Employer shall consider the needs of the affected teacher when designating the hours of the school day for which the assignment is made.
- 28.6 The Employer shall adjust class sizes by the fourth Friday of the school year in an effort to meet the established limits.
- 28.7 Teacher assistant requests shall be made in writing with a copy forwarded to the Association president.
- 28.8 Teacher assistant assignments shall be made within ten (10) days following a written request by an affected teacher, or within five (5) days after a teacher assistant posting has expired.
- 28.9 It is expressly understood that no teacher shall be required to request the services of a teacher assistant.
- 28.10 Innovative and experimental programs may be designed beyond class size limits established in this section upon the following:

- a. Staff members assigned to such programs shall be involved in the planning of such program(s).
 - b. The Association will be apprised, in writing, of class size variations under this section.
- 28.11 a. A Class Size Committee consisting of three teachers selected by the Association, and three administrators selected by the Employer, shall be appointed to review and make recommendations to the Superintendent. The committee shall be co-chaired by an administrator and a teacher.
- b. The committee will be charged with the responsibility of reviewing class size concerns as identified under Section 28.3.d and h. The committee shall review the cases referred to it and shall recommend to the Superintendent a plan of assistance designed to alleviate the class size problem. Such recommendations shall be made within fifteen (15) week days of referral.
 - c. If the committee is unable to reach a majority recommendation, separate recommendations shall be made to the Superintendent.

PREPARATION, PLANNING, AND DUTY-FREE LUNCH

Section 29

- 29.1 The regular elementary school schedule shall include a total of 30 minutes of recess time unless there is mutual agreement between the teachers and building principal to reduce the amount of recess time at an individual elementary school or schools. Any such agreement to reduce daily recess time shall be signed and dated by the principal and building Association representative.
- 29.2 Elementary teachers will be provided with no less than 210 minutes planning time each full week including time available during non-assigned recess duty. The 210 minutes per week will include 150 minutes of planning time in not less than 30 minute increments. The remaining time will be in increments of 15 minutes or more.
- 29.3 Elementary teachers may be assigned to cover the equivalent of up to one hour of recess duty each full week effective with the 2000/01 school year unless a volunteer teacher is available. Volunteering for recess duty will exclude teachers from the 210 minute requirement in Subsection 29.2. Teachers will be compensated for that time annually. If this arrangement creates a shortage of annual hours of instruction as required for full state funding, recess duty assignments may be restructured based on subsection 27.1.
- 29.4 If budgetary constraints require a reduction of staff at the elementary level,

Subsections 29.1 and 29.2 may be reopened for discussion by either party upon thirty (30) days notification.

- 29.5 Teachers shall be entitled to a duty-free, uninterrupted lunch period of forty (40) minutes.
- 29.6 Secondary teachers and secondary traveling teachers shall be provided with one planning period during the school day. The period shall be the same length as all others in the school day, except as noted in Subsection 29.7.
- 29.7 Traveling time between schools will not be considered as planning time. Traveling teachers may be assigned split planning periods, planning time on a regular basis before or after school, or, through the principal, arrange to arrive at a later time than other teachers or depart prior to other teachers to the extent of traveling time required.
- 29.8 Teachers shall make themselves available to assist students during the workday, except for the teacher's lunch period.
- 29.9 Under normal conditions, a teacher will not leave his/her room unattended while the class is present. However, if circumstances make it necessary for a teacher to leave the room while the class is present, except in case of emergency or special teaching conditions, s/he shall make arrangements with the supervisor or another teacher to attend the class during his/her absence.
- 29.10 Every attempt will be made by the building principal to provide five (5) minutes between art, music and physical education classes at the elementary level.
- 29.11 Upon approval of the building principal and the teachers of that building, the duty-free uninterrupted lunch period may be shortened to provide for an adjustment in scheduling or a special or unique program for students in that building.
- 29.12 The administration and staff members at an individual school may pilot a "zero" hour to be held before or after the regular school day (when students are available to be enrolled in that "zero" hour class) when such scheduling does not require additional transportation or additional staffing. The "zero" hour can be implemented only if a teacher consents to work an early or late schedule. The teacher who consents to work the "zero" hour schedule may report to work and leave work at a different time as mutually agreed to between the parties. The "zero" hour teacher will be excused from after school faculty meetings when the teacher's schedule has been adjusted making it inconvenient to attend. The "zero" hour teacher will be responsible for obtaining information and carrying out responsibilities as other teachers who were in attendance. The "zero" hour may be canceled and the teacher returned to the regular workday schedule if

enrollment/scheduling makes it impractical to operate the "zero" hour program.

- 29.13 If the "zero" hour teacher is required to work on a day when no other teacher is required to report to work, then the "zero" hour teacher shall be compensated in an amount equal to the number of class sections s/he has taught on that particular day if the day worked by the "zero" hour teacher will be rescheduled and made up at a later date. By mutual agreement with the employer, the "zero" hour teacher may opt for compensatory time.
- 29.14 Teachers who are required by their building administrator to participate in IEP meetings which extend beyond their work week by one hour or more will be compensated for the time beyond one hour in accordance with the negotiated hourly rate for time without students. No more than two IEP meetings will be scheduled in one work week unless agreed to with the teacher(s) involved. Teacher(s) involved will be given a one-day notice of the IEP meeting unless there are extenuating circumstances requiring less than a one-day notice. IEP meetings scheduled beyond the teacher work day require prior approval of the building administrator.
- 29.15 The Employer acknowledges there are times when something intereferes with the ability to provide teachers with the minimum planning time required during a full week. In these instances, the Employer shall provide compensatory time to elementary teachers who do not get 210 minutes of planning time during a full week. Secondary teachers who do not receive their planning time during a full week shall also receive compensatory time.

MEDICALLY FRAGILE

Section 30

- 30.1 For the purpose of this article, the term "school health services" shall mean any act or function constituting the "practice of medicine" and/or the "practice of nursing" within the meaning of Sections 17001 and 17201 of the Public Health Code (MCL 331.17001, 17201). Bargaining unit members, except a school nurse, shall not be required to provide school health services except in an emergency situation or except for services or procedures for which bargaining unit members have completed necessary training under the proper delegation and consultation of a licensed health professional or another individual with appropriate training in the administration of services or procedures required.

PERSONAL LEAVE

Section 31

- 31.1 Absence will be granted during the school year without loss of salary for transacting personal business or attending to affairs of a personal nature which could not be conducted on a weekend or outside the school day, and requires the

presence of the teacher.

31.2 The allotted personal leave days will be available for the practice of individual religious preference.

31.3 Personal leave days shall be subject to the following additional guidelines:

- a. Two (2) days personal leave at school expense.
- b. A teacher planning to use a personal leave day or days shall notify his/her principal in writing in advance except in cases of emergency, when written application must be submitted upon return.
- c. A personal leave day shall not be granted for vacation or recreational activities nor immediately before or after a holiday or vacation, except that a personal leave day may be granted before or after a holiday or vacation period in emergency and/or unusual circumstances on a case-by-case basis at the discretion of the Employer.
- d. Any personal leave day (as referred to in "a" above) not used, will be added to accumulated sick leave days.
- e. Not more than fifteen (15) teachers shall be allowed to take a personal leave day on the same date, except that more than fifteen (15) people may be allowed to take a personal leave day on the same date in emergency and/or unusual circumstances after a review on a case-by-case basis and at the sole discretion of the Employer.
- f. Personal leave days shall not be taken in conjunction with deduct days, a pay dock, or in those cases where an incentive day would fall between personal leave days and deduct days (or pay docks), or when only an incentive day falls between a personal leave day and a holiday or vacation period.
- g. While specific reasons are not required to be given when requesting a personal leave day, employees are to request and use personal leave days only when such days are within the boundaries and guidelines as outlined in Section 30. Individuals may be requested to give a specific reason when a day is requested before or after a holiday or vacation period, or when more than fifteen (15) teachers have requested personal leave for the same date.

JURY DUTY

Section 32

32.1 Any teacher summoned to jury duty or subpoenaed as a witness, shall be paid

his/her full salary, except that:

- a. Should said duty constitute less than one-half day, s/he shall report for his/her teaching assignment upon termination of duty.
- b. Should said duty continue for more than fifteen (15) working days, s/he shall return to the district the earnings received for jury duty for any duty days beyond the aforementioned fifteen (15) days.

ASSOCIATION BUSINESS

Section 33

- 33.1 At the beginning of every school year, the Association shall be credited with thirty-five (35) days per year to be used by teachers who are officers or agents of the Association. Use of Association days shall be at the discretion of the Association. Not more than ten (10) officers or agents of the Association will use an Association day on the same date except by mutual agreement of both the Association and Employer. The Employer shall assume the cost of the substitute teachers required to replace absent Association personnel for the first three days. The Association shall assume the cost for the remaining days. The Association agrees to notify the Human Resources Office in advance of taking such leave, and will endeavor to provide written notification a minimum of two workdays prior to the leave.
- 33.2 The Traverse City Education Association president shall be relieved of a portion or all of his/her regular teaching assignments during the president's term. The Board shall pay full salary and fringe benefits which would normally be paid to the president as a teacher, however, an amount of salary and fringe benefits proportionate to the released time shall be reimbursed to the Board by the Association at the end of each semester. Full credit on the salary schedule for each year of service shall also be given. Released time shall be two-fifths (2/5th) time unless the Association notifies the Employer by May 15 of a change in the amount of released time for the following school year.
- 33.3 The president's duties while not teaching shall be determined solely by the TCEA, except that s/he shall not conduct Association business with school personnel or on school property during the teacher's contractual working day.

SABBATICAL LEAVE

Section 34

- 34.1 Sabbatical leave shall be interpreted as leave from active duty granted to any teacher after seven years service in the Traverse City Area Public School system for the purpose of improving instruction in the Traverse City Area Public Schools. Sabbatical leave may be granted for one year as may be recommended by the Superintendent of Schools, subject to the conditions outlined below. Final

approval of these applicants selected by the Superintendent will be made by the Board of Education.

- 34.2 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 instruction in the Traverse City Area Public Schools, or will improve the efficiency of a teacher, shall be considered consistent with the purposes of sabbatical leave.
- 34.3 The application for sabbatical leave must be filed in writing with the Human Resources Office.
- 34.4 Before approval is given, a qualified, acceptable replacement must be available for the period for which the leave is to be granted.
- 34.5 Remuneration to a teacher granted such leave shall be at the rate of one-half the yearly salary and payment shall be made on a regular payroll basis of twenty-one (21) or twenty-six (26) pays.
- 34.6 In making his/her recommendations on requests for sabbatical leave, the Superintendent will give consideration to the following criteria:
 - a. The extent of the applicant's professional study, growth, contribution and successful services during the preceding years.
 - b. The extent to which plans submitted for use of time while on leave are definite and educationally constructive.
 - c. Length of period of active service in the Traverse City Area Public School system.
 - d. Reasonable and equitable distribution of applications among the different levels and departments in the system.
 - e. Order in which applications are received.
- 34.7 Upon return from sabbatical leave, the teacher shall submit a report to the Superintendent. If an abuse of the leave is apparent, the teacher 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.
- 34.8 Increment on the salary schedule and sick leave shall accrue and be granted when the sabbatical leave is completed.
- 34.9 A teacher, upon completion of a sabbatical leave, shall return to the Traverse City Area Public School system for a period of at least one school year.

- 34.10 A teacher not returning to the Traverse City Area Public School system, for reasons other than health, upon completion of sabbatical leave shall reimburse the Traverse City Board of Education for all monies received from the Employer during this leave.
- 34.11 Each applicant will receive a written response to the application.
- 34.12 Teacher placement after the leave:
- a. In the application for a sabbatical leave, the teacher may request that s/he be returned to the same position as that held before the requested leave. In such cases, the Employer will notify the teacher if the leave will be granted with right of return to the same position. If right of return will not be granted, the teacher shall be so informed prior to official action, and may withdraw the request or ask that the request be granted with right of return to a position for which s/he is certified and qualified.
 - b. When right of return has been granted, and a teacher, upon return from the leave finds his/her class, section, department, or building eliminated, the Employer shall place the teacher in a position for which s/he is certified and qualified.
- 34.13 A teacher on sabbatical leave is entitled only to those contractual benefits listed in this section.
- 34.14 Sabbatical leaves for less than one year may be granted by the Employer. The terms and conditions of such a leave shall be mutually agreed to by the employee and the Employer prior to the commencement of said leave.

MILITARY LEAVE

Section 35

- 35.1 Any staff member, represented by the Association, who is called into the Armed Services of the United States, or who is called to extended active duty as a member of the Reserve Forces, shall be granted a leave of absence without pay to cover this period. Full credit for each year, or major portion thereof, in the Armed Services will be granted those leaving Traverse City teaching service and returning thereto.
- 35.2 Reservist called to short tour of active duty (not to exceed two weeks) will receive the difference between substitute's pay and the teacher's contract salary.
- 35.3 It will be the responsibility of the staff member to inform the Board of the date of entry into and the discharge from the Armed Services as soon as this information

is available.

- 35.4 Application should be made to said school district for re-employment within ninety (90) days after s/he is relieved from such military service and shall be restored at the beginning of the semester or term following the application to such teacher position or to a position of like nature, seniority status, and pay, unless circumstances have so changed as to make it impossible or unreasonable to do so.

CHILD-CARE LEAVE

Section 36

- 36.1 An unpaid leave of absence up to one (1) year may be granted to a teacher for the purpose of providing child-care or for preparing for a newborn or an adopted child.
- 36.2 The application for such leave shall be, if possible, received by the Human Resources Office no later than thirty (30) calendar days prior to the effective date of the commencement of the leave.
- 36.3 Child-care leave may be requested and authorized to begin up to thirty (30) calendar days prior to the expected birth or adoption of a child. Child-care leave shall terminate no later than the end of the school year during which the leave is granted. Further, at the request of the teacher and at the discretion of the Employer, the child-care leave may be extended up to one year after the expiration of the original leave of absence.
- 36.4 The child-care leave shall be granted without salary or other economic benefits (including advance on the longevity schedule), except:
- a. An applicant who has completed one (1) full semester or more of teaching during the year s/he begins leave, will, upon return to duty, be placed at the next consecutive step on the salary schedule and retain accumulated sick leave.
 - b. As provided by the Family Medical Leave Act (FMLA), up to twelve (12) weeks of this leave may be claimed by the employee as leave under the FMLA. During this unpaid FMLA leave, the employer shall continue to provide group health benefits in accordance with the Act.
- 36.5 Teacher placement after leave:
- a. In the application for an initial child-care leave, the teacher may request that s/he be returned to the same position as that held before the requested leave. In such cases, the Employer will notify the teacher if the leave will be granted with right of return to the same position. If right of return will not be granted, the teacher shall be so informed prior to official action, and may

withdraw the request or ask that the request be granted with right of return to a position for which s/he is certified and qualified.

- b. When right of return has been granted, and a teacher, upon return from the initial child-care leave, finds his/her class, section, department, or building eliminated, the Employer shall place the teacher in a position for which s/he is certified and qualified.
- c. A teacher granted an extension of the initial leave shall, upon return, be placed in a position for which s/he is certified and qualified.

36.6 If both parents are employed by the Traverse City Area Public Schools, not more than one such parent will be eligible at any one time for the leave provided in this section. In the case of emergency, the Employer may waive this restriction.

UNPAID LEAVES OF ABSENCE

Section 37

37.1 An unpaid leave of absence of up to one (1) year may be granted a tenure teacher with a minimum of four (4) consecutive years teaching experience in the Traverse City Area Public Schools for the purpose of, by way of illustration and not limitation, participation in an exchange teaching program, foreign or military teaching program, the Peace Corps, Teacher Corps or Job Corps as a full-time participant, cultural, travel or work program related to the teacher's professional responsibilities or engaging in a full-time program of study at an accredited college or university.

37.2 Application for unpaid leave of absence is subject to the following conditions:

- a. An application for such leave shall be, if possible, submitted in writing to the Human Resources Office or designated representative, a minimum of sixty (60) calendar days before the leave begins.
- b. An applicant must provide whatever information the Superintendent may require.
- c. Before approval is given, a qualified, acceptable replacement must be available for the period for which any leave is to be granted.
- d. At the request of the Superintendent or his/her designated representative, a teacher, upon application, shall agree to return to the system for a period equivalent to his/her leave of absence.
- e. Except in unusual circumstances, unpaid leaves of absence are expected to begin at the beginning of the school year.

- 37.3 The disposition of an application for an unpaid leave of absence is the exclusive responsibility of the Superintendent of Schools or his/her designated representative.
- 37.4 Determination of the number of unpaid leaves of absence to be granted in a given year shall be the exclusive responsibility of the Superintendent of Schools or his/her designated representative.
- 37.5 The teacher returning from a full year's leave of absence shall notify the Superintendent in writing by March 1 of his/her intent to return to employment. Failure to do so will constitute a resignation from his/her position.
- 37.6 Teacher placement after the leave:
- a. In the application for a leave of absence, the teacher may request that s/he be returned to the same position as that held before the requested leave. In such cases, the Employer will notify the teacher if the leave will be granted with right of return to the same position. If right of return will not be granted, the teacher shall be so informed prior to official action, and may withdraw the request or ask that the request be granted with right of return to a position for which s/he is certified and qualified.
 - b. When right of return has been granted, and a teacher upon return from the leave finds his/her class, section, department, or building eliminated, the Employer shall place the teacher in a position for which s/he is certified and qualified.
- 37.7 Upon return, the teacher shall be placed at the next consecutive step on the salary schedule and shall retain accumulated sick leave.
- 37.8 A year's unpaid leave of absence shall not be considered a year of service to the district.
- 37.9 A teacher on an unpaid leave of absence is entitled only to those benefits listed in this section.
- 37.10 A teacher may be granted an unpaid leave to explore a possible career change in those cases where another certified and qualified teacher is on layoff and the granting of the unpaid leave will allow the Employer to recall a laid-off teacher who would not otherwise be eligible for recall.
- 37.11 Teachers who accept positions as administrative interns shall be considered on leave from teaching duties and not represented by the Association during that period of time they are performing administrative intern duties or are in an

administrative role.

ILLNESS, BEREAVEMENT, DISABILITY

Section 38

38.1 Since the regular presence of a teacher has a direct effect on the quality of the educational program, the students, and other school personnel, each teacher will avoid unnecessary tardiness or absence. The provisions set forth are not intended to reduce the professional responsibilities of a teacher or to provide a form of additional compensation. Rather, they are included to meet the humanitarian and legitimate needs of teachers in a manner consistent with the requirements of the educational program, and they shall be so applied and interpreted.

38.2 Personal illness:

- a. At the beginning of each school year, each teacher shall be credited with ten (10) days of sick leave allowance to be used when a teacher is absent from duty because of personal illness, or injuries, including pregnancy-related disabilities.
- b. Each teacher shall have placed to his/her credit the number of sick days not used during any years, which days may accumulate to a maximum of one-hundred twenty-five (125) days. Effective 2005/06 the maximum will increase to one hundred forty (140) days. Unused personal leave days may accumulate as sick days beyond this limit.
- c. Within six weeks of the beginning of each school year, the Business Office shall notify each teacher as to his/her total number of accumulated sick days.

38.3 Physical examinations:

- a. A teacher may be required to present, for good cause, a certificate showing that s/he is in good mental or physical health. The cost of said mental or physical examination shall be borne by the Employer.
- b. Any employee absent because of an extended or serious illness shall present to the Employer prior to his/her return to service, a statement from a licensed physician indicating that his/her health is satisfactory for returning to teaching duties.

38.4 Illness in the immediate family:

- a. Absence without loss of salary will be allowed not to exceed ten (10) days annually for illness in the immediate family. Such absence shall be

deducted from the teacher's sick leave.

- b. The definition for "immediate", for Subsection 38.4 shall be defined as spouse, child, sibling, or parent, or those who reside in the same household. In unusual situations, additional days may be used for this purpose upon approval of the Employer.

38.5 In accordance with the provisions of the Family and Medical Leave Act, employees shall be eligible for up to twelve (12) weeks unpaid leave for the purpose of their own illness, or the serious illness of a spouse, child, or parent. During this unpaid FMLA leave, the employer shall continue to provide group health benefits in accordance with the Act. In addition, any contractual paid leave accrued by the employee shall be used first and applied toward the FMLA leave available under the Act.

38.6 Death in family:

- a. Absence without loss of salary shall be allowed up to eight (8) days upon the death of spouse, child, parent, parent-in-law, brother, sister, grandparent, grandchild, or dependent.
- b. Consideration of requests for days off for deaths of individuals who are not included in the above paragraph will be considered on a case-by-case basis, and may be approved at the discretion of the Employer. When approval is granted, the approved days off will be subtracted from a teacher's sick leave.
- c. Upon receipt of a request from a teacher, accompanied by a physician's recommendation, additional days may be granted by the Employer. Any additional days shall be subtracted from the teacher's sick leave.

38.7 Workers' Compensation:

- a. All teachers shall be covered by workers' compensation insurance under Michigan's Workers' Compensation Law. Any teacher who is absent because of an injury or disease compensable under the Michigan Workers' Compensation Law, shall not have his/her accumulated sick leave days reduced while receiving pay through Michigan Workers' Compensation.
- b. Any teacher who is absent because of an injury or disease compensable under the Michigan Workers' Compensation law shall have the option of electing to receive regular pay through sick leave as noted in Subsection 38.2, but the employee who elects to receive such personal illness pay will do so in lieu of workers' compensation pay. In order to be eligible to receive personal illness pay in lieu of workers' compensation, the employee must

notify the Human Resources Office in writing as soon as possible, but not later than five (5) workdays from the first day of absence (unless the injury or illness prevents such notification). In no case may the teacher draw both workers' compensation pay and personal illness pay. If it is ruled by a court of competent jurisdiction, the Michigan Department of Labor, or other agency having statewide jurisdiction that a teacher who has received personal illness pay must be compensated for the work time lost under Michigan Workers' Compensation law, then, in that case, the teacher must forfeit any personal illness pay received.

- c. Any teacher who is absent due to injury or illness compensable under workers' compensation, but for a shorter period of time than workers' compensation takes effect, shall receive pay through the Sick Leave Bank Reserve. Such days shall be deducted from the Sick Leave Bank Reserve without loss of sick leave to the injured person.

38.8 Teachers who are employed for a full school year will be eligible for recognition and/or an attendance incentive stipend as indicated below:

- a. Teachers who use no more than a combined total of three (3) sick and personal leave days (and have not been granted dock days) during the school year shall be recognized for excellence in attendance within two weeks after the last day of the school year.
- b. Teachers who use no more than a combined total of three sick and personal leave days (and have been granted no dock days) during the school year shall receive an attendance incentive stipend within two weeks after the last day of the school year according to the scale below:

COMBINED SICK/PERSONAL
(and have been granted no dock days)

<u>LEAVE DAYS TAKEN</u>	<u>ATTENDANCE INCENTIVE STIPEND</u>
0	\$ 200
1	\$ 150
2	\$ 100
3	\$ 50

Effective 2006/07 the stipends will increase to (\$300, \$200, \$150, \$100).

- c. The payment of an attendance incentive stipend will not affect the accumulation of sick leave days as described in 38.2.
- d. In computing the three (3) days (38.7.b, above), unpaid time off for

sick leave, personal leave days used for school conferences and workshops, and time off for injury or illness compensable under Workers' Compensation shall not be included.

- e. In addition to "a" and "b" above, teachers who use no more than a combined total of three (3) sick and personal leave days (and have been granted no dock days) during the school year will be granted, upon request, a day off work in the ensuing school year by reimbursing the Employer for the cost of any required substitute teacher.

SICK LEAVE BANK

Section 39

39.1 When a teacher's sick leave has been exhausted, such teacher may be granted additional sick leave days in number not to exceed thirty (30) days, plus the days which the teacher has contributed to the sick leave bank. In order to be eligible to draw from the bank, the teacher must present a doctor's certificate of illness or injury (from a non-immediate family physician as defined in Subsection 38.4). These additional sick leave days will be drawn from a sick leave bank, the formation and administration of which shall be as follows:

- a. Any teacher may contribute from his/her accumulated sick leave one (1) day per school year to a bank of sick leave of a total of five hundred (500) days. Individual authorization cards shall be placed in chronological order and the contributed days shall be used to maintain the bank at the maximum of five hundred (500) days. All authorization received in excess of the five hundred (500) days shall be maintained on file and shall be used to replenish the bank when necessary.
- b. The Superintendent or his/her duly authorized representative shall notify the TCEA when the bank has been depleted to two hundred (200) days. Thereafter, it shall be the responsibility of the teachers in their discretion to replenish the Sick Leave Bank to its maximum level of five hundred (500) 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 teachers in the school district who have made a contribution to the Bank. Sick bank cards will be distributed at the first staff meeting at each building and accepted in the Human Resources Office only if received by the deadline indicated.
- d. The Sick Leave Bank shall be administered by the Human Resources Office, and reviewed by two (2) persons designated by the Superintendent and two (2) authorized representatives of the TCEA. These persons shall

be the Sick Leave Bank Committee, which shall review all matters related to the Sick Leave Bank. The decisions of the committee shall be advisory to the Superintendent or his/her designee.

INSURANCE PROTECTION

Section 40

40.1 The Employer shall provide a package of insurance benefits for a full twelve-month period from October 1 through September 30 for each bargaining unit member and his/her eligible dependents as follows:

PLAN A

Major Medical	MESSA Choices II \$5/\$10 Rx
Life Insurance	Life volume requested \$10,000.00 Disability waiver will apply
Accidental Death & Dismemberment	Life volume requested \$10,000.00
Vision	VSP 2
Dental	90X/70S/70:\$1,500.00 Annual Max No orthodontics: 0.00 Lifetime Max Two cleanings per year. No adult orthodontics

40.2 The Employer will pay the first five percent in premium increases for October through September, the employee will pay the next five percent in premium increases and increases above 10% will be split with the Employer and employee. The employee share shall include the previous year's deduction and the current year increase but the total shall be limited to a maximum of \$50 per 21 pays for employees.

40.3 If Employer costs exceed amounts identified in Subsection 40.2, the Employer will implement one or more of the following at the discretion of the Association:

- a. Deduct the difference through payroll deduction utilizing the IRS Section 125 plan.
- b. Adjust benefit levels to keep costs within the maximum indicated in Subsection 40.2.

40.4 Health care insurance coverage shall extend to the requirements of the employee up to and including family coverage, but dual family coverage for both husband and wife shall not be permitted.

40.5 Employees not selecting health care insurance coverage shall be provided the following benefits:

PLAN B

Life insurance	Life volume requested \$25,000.00 Disability waiver will apply
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Accidental Death & Dismemberment Life volume requested \$25,000.00
Vision VSP 2
Dental 90X/70S/70: \$1,500.00 Annual Max
No orthodontics: 0.00 Lifetime Max
Two cleanings per year. No adult orthodontics
\$217/month

Employees may choose to keep the \$217 per month as additional wages or select a tax sheltered annuity through a Section 125 Plan. In order to participate in this program, the employee must show proof of health insurance under another plan. It is understood that the Employer's contribution will reduce the maximum allowable exclusion as defined in the IRS Code. Responsibility for enrollment in the program rests with the employee.

- 40.6 If an employee fails to notify the Human Resources Office when his/her family status changes, whereby it would change the type of contract (persons covered), the employee because of his/her negligence, will assume the responsibility of repaying the school for any overpayment made on a policy in excess of what the employee is entitled to receive.
- 40.7 Benefits for employees will become effective the first of the month following the month employee becomes eligible for said benefits. Eligibility for all insurance coverage is based on the acceptance of the written application by the insurance provider. Enrollment for fringe benefits will be accepted by the insurance provider only during the established open enrollment period (May 15 - June 15) of each year or for new employees within thirty (30) days from the date of eligibility. It is understood that the contract year for insurance coverage is October 1 through September 30. Responsibility for enrollment in the program rests with the employee. Insurance costs for part-time employees shall be prorated per Sections 41.4, 41.5 and 41.6.
- 40.8 Privacy and confidentiality to members on all medical information shall be observed. No one, including members of administration or Board of Education, shall access medical records on an individual member basis nor allow others this access. The only exception to this rule of privacy would be the Human Resources personnel who work directly with members on their individual claims. Any Human Resources personnel who work with members relative to individual benefit claims will do so under the strictest terms of confidentiality restricting all others from accessing the confidential information related to individual members and their claims. Confidentiality shall be observed in accordance with Section 550.934 (Section 34) of the Third Party Administrator Act.
- 40.9 The Employer shall adopt and implement a qualified plan document which complies with Section 125 of the Internal Revenue Code.

41.1 Salary Determination Steps

B.A., B.A.+20, M.A., M.A.+15, M.A.+30

To qualify for a B.A.+20, M.A.+15, or M.A.+30, a teacher shall have earned 20 successful graduate semester hours after having received a Bachelor's Degree or 15 or 30 successful graduate semester hours after having received a Master's Degree. Evidence of successful hours earned beyond a degree must be filed in the Human Resources Office by the teacher. For actual salary schedules, see Section 43. A teacher shall be moved to the appropriate salary step within thirty (30) calendar days after written evidence of completion of the required graduate semester hours or degree has been presented to the Human Resources Office.

41.2 Placement and Prior Credit

- a. Credit for experience outside the Traverse City Area Public Schools shall be evaluated and established by the Superintendent or his/her designated representative.
- b. Honorable armed services shall be evaluated by the Superintendent or his/her designated representative and credit may be granted between one-half and full credit up to a maximum of four (4) years.
- c. Credit for full-time teaching shall be granted for a fractional part of a school year that is equivalent to one full semester or more.

41.3 Longevity

Longevity shall be defined as years of credited service as a teacher with the school district, and those years of service for which the teacher received credit for prior experience under the provisions of Subsection 41.2.

41.4 Part-Time Employees

Part-time professional personnel shall be defined as a teacher employed for less than a full daily teaching assignment or as a temporary replacement for a full-time teacher for a period less than 180 days.

41.5 Part-time professional personnel under contract to the Traverse City School District (excluding substitute teachers) and whose contract is at least 40% of full-time, shall be paid a prorated salary based on the salary schedule contained herein, and shall be eligible for other benefits as provided elsewhere in this Agreement, unless expressly excluded elsewhere in this Agreement. All compensation and fringe benefits shall be prorated.

41.6 Part-time professional personnel under contract to Traverse City School District for less than 40% of a full-time basis, shall be eligible only for prorated salary, prorated sick leave benefits, and prorated health care insurance.

41.7 Additional Class Assignments

Classes taught beyond the normal class load at the secondary level shall be compensated at the rate of one-seventh (1/7) of the base pay being received by the teacher involved. Special classes taught beyond the normal class load at the elementary level shall be compensated based on the percentage of the extra assignment over the normal class load.

41.8 Special Certificate Holders

Vocational Certificates - \$300.00. (When assigned in a program requiring vocational certification except that those receiving said reimbursement prior to September 1, 1987, will continue to receive the reimbursement regardless of assignment.)

41.9 Compensation - Mileage

Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive the prevailing school district car allowance per mile (which will not be less than \$.25 per mile). The same allowance shall be given for use of personal cars for field trips or other business of the district. Reimbursement rates for teachers who are in attendance at conferences and workshops will not exceed the prevailing district rate, and may be less than the prevailing district rate.

41.10 Retirement Pay

- a. To qualify for retirement pay, the teacher must have taught in the Traverse City Area Public Schools, or in schools hereafter becoming a part thereof, for a minimum of ten consecutive years, be qualified for retirement under the policy of the Michigan Public Schools Employees Retirement System, and submit evidence from the MPSERS that the processing of his/her application for retirement has been completed.
- b. A teacher qualifying for retirement pay will receive as retirement pay an amount equal to one-half (1/2) of the teacher's regular daily base pay at retirement for each day of accumulated sick leave not to exceed \$5,500.
- c. To be eligible for retirement pay under Section 41.10, qualifying retirees must file a letter of retirement with the Human Resources Office at least sixty (60) calendar days prior to the expected date of retirement. Persons planning to retire at the end of the school year or during summer vacation must have submitted a letter of retirement to the Human Resources Office

no later than March 15 in the last year in which they teach in order to be eligible for retirement pay under Subsection 41.10.

- d. In case of death of any staff member eligible to retire under contract (excluding those on leaves of absence of one semester or more), the employee's beneficiary shall be paid \$5,500.

EXTRACURRICULAR COMPENSATION

Section 42

42.1 Nothing contained in this extracurricular compensation schedule shall guarantee that a position or positions listed shall be filled, nor prohibit the addition of additional personnel in any capacity. Extracurricular assignments may be discontinued for any employee at the end of the season at the will of the Employer. No tenure is provided for any of the positions.

42.2 Extracurricular pay will be determined by multiplying the salary at the appropriate step on the B.A. scale by percentage assigned to the position unless a flat dollar amount is listed.

<u>Years in Sport or Activity</u>	<u>Step on the B.A. Scale</u>
1	1
2	2
3	3
4	4
5	5
6 and above	6

42.4 The percentage pay schedule for all extracurricular positions are "per-year" unless specifically indicated otherwise in Section 42 of this contract.

42.5 Senior High Schedule:

BASEBALL/SOFTBALL	VARSITY	HEAD COACH	10%
		ASS'T COACH	8%
BASKETBALL	VARSITY	HEAD COACH	16%
		ASS'T COACH	10%
BEACH VOLLEYBALL (GIRLS)	VARSITY	HEAD COACH	10%
COMPETITIVE CHEERLEADING	VARSITY	HEAD COACH	10%
COMPETITIVE CHEERLEADING		ASS'T COACH	7%
SIDELINE CHEERLEADING		HEAD COACH	10%
CROSS COUNTRY	VARSITY	HEAD COACH	10%
		ASS'T COACH	7%
CROSS-COUNTRY SKIING (CO-ED)	VARSITY	HEAD COACH	10%
		ASS'T COACH	8%
DOWNHILL SKIING (CO-ED)	VARSITY	HEAD COACH	10%
		ASS'T COACH	8%

FOOTBALL	*VARSITY	HEAD COACH	16%
	*VARSITY	ASS'T COACH	10%
FOOTBALL	*JUNIOR VARSITY	HEAD COACH	9%
	*JUNIOR VARSITY	ASS'T COACH	8.5%
*An extra conditioning week, when approved/authorized, \$150 per football coach.			
FOOTBALL EQUIPMENT MANAGER			5%
GOLF	VARSAITY	HEAD COACH	10%
		ASS'T COACH	7%
GYMNASTICS (GIRLS)	VARSAITY	HEAD COACH	10%
HOCKEY	VARSAITY	HEAD COACH	10%
		ASS'T COACH	8%
SOCCER	VARSAITY	HEAD COACH	10%
		ASS'T COACH	8%
SWIMMING	VARSAITY	HEAD COACH	10%
		DIVING COACH	7%
		ASSISTANT COACH	7%
TENNIS	VARSAITY	HEAD COACH	10%
		ASS'T COACH	7%
TRACK	VARSAITY	HEAD COACH	10%
		ASS'T COACH	8%
TRAINER (ALL SPORTS)			15%
VOLLEYBALL (GIRLS)	VARSAITY	HEAD COACH	10%
		ASS'T COACH	8%
WRESTLING	VARSAITY	HEAD COACH	10%
		ASS'T COACH	8%
PEP CLUB		ADVISOR	6%
YEARBOOK		ADVISOR	5%
NEWSPAPER		ADVISOR	5%
VIDEO CLUB		ADVISOR	4%

CHALLENGER	ADVISOR	2%
NATIONAL HONOR SOCIETY	ADVISOR	2%
S.I.U.	ADVISOR	2%
THESPIANS	ADVISOR	2%
KEY CLUB	ADVISOR	2%
VARSITY CLUB	ADVISOR	2%
CLASS ADVISOR	SOPHOMORE	3%
	JUNIOR	3%
	SENIOR	3%
STUDENT SENATE	ADVISOR	5%
DRAMA AND MUSICAL (Per production-maximum of 4 per year)	DIRECTOR	3%
TICKET MANAGER		9%
DEBATE	HEAD COACH	8%
	ASS'T COACH	5%
FORENSICS	COACH	4%
DIRECTOR OF VOCAL MUSIC		12%
DIRECTOR OF BANDS	DIRECTOR	15%
	ASS'T DIR.	8%
ORCHESTRA DIRECTOR		8%
MUSIC INSTRUCTOR WITH 1 EXTRA MUSIC ACTIVITY		3%
MUSIC DIRECTOR OF ANNUAL MUSICAL		3%
AUDITORIUM TECHNICAL ADVISOR		3%
ODYSSEY OF THE MIND COACH		3%
STUDENT COURT ADVISOR (per semester)		3%

MODEL UNITED NATIONS	ADVISOR	
4%		
(Plus 1% if more than one section)		
MATH COMPETITION COORDINATOR		3%
QUIZ BOWL COORDINATOR		3%
TECHNOLOGY CLUB	ADVISOR	3%
SECONDARY DEPARTMENT/CORE CONTENT FACILITATORS		
\$3,500		
SECONDARY SPECIAL EDUCATION FACILITATORS		
\$3,500		
SECONDARY DEPARTMENT FACILITATORS		
\$1,750		

42.6 Junior High Schedule

BASEBALL/SOFTBALL	9 TH GRADE	HEAD COACH	6%
		ASS'T COACH	5%
BASKETBALL	9 TH GRADE	HEAD COACH	10%
		ASS'T COACH	8%
		8 TH GRADE	
		HEAD COACH	7%
		ASS'T COACH	6%
	7 TH GRADE	HEAD COACH	7%
		ASS'T COACH	6%
CHEERLEADING	9 TH GRADE	HEAD COACH	7%
CROSS COUNTRY (CO-ED)	7 TH /8 TH GRADE	HEAD COACH	6%
FOOTBALL	9 TH GRADE	*HEAD COACH	10%
		*ASS'T COACH	8%

*An extra conditioning week when approved/authorized,
\$100 per 9th grade football coach.

8 TH GRADE	HEAD COACH	7%
	ASS'T COACH	6%

	7 TH GRADE	HEAD COACH	7%
		ASS'T COACH	6%
GOLF		COACH	6%
SOCCER (GIRLS)	9 TH GRADE	HEAD COACH	6%
TENNIS	9 TH GRADE	HEAD COACH	6%
TRACK (CO-ED)	7 TH /8 TH GRADE	HEAD COACH	6%
		ASS'T COACH	5%
TRAINER (ALL SPORTS)			9%
VOLLEYBALL	9 TH GRADE	HEAD COACH	7%
		ASS'T COACH	6%
(Girls)	8 TH GRADE	HEAD COACH	6%
		ASS'T COACH	5%
(Girls)	7 TH GRADE	HEAD COACH	6%
		ASS'T COACH	5%
WRESTLING	7 TH /8 TH GRADE	HEAD COACH	7%
		ASS'T COACH	5%
NEWSPAPER			5%
VOCAL DIRECTOR		DIRECTOR	8%
		ASS'T DIRECTOR	3%
BAND DIRECTOR		DIRECTOR	9%
		ASS'T DIRECTOR	4%
MUSIC INSTRUCTOR WITH 1 EXTRA MUSIC ACTIVITY			3%
ORCHESTRA DIRECTOR			5%
YEARBOOK			5%
ODYSSEY OF THE MIND		COACH	3%
MATH COMPETITION		COACH	3%
MATH CLUB ADVISOR			3%

NATIONAL HONOR SOCIETY

ADVISOR

2%

STUDENT COUNCIL ADVISOR	9 TH GRADE	4%
	8 TH GRADE	2%
	7 TH GRADE	2%
TECHNOLOGY CLUB	ADVISOR	3%
TEENS AGAINST DRUGS CLUB	ADVISOR	3%
THEATER ARTS (per semester)	DIRECTOR	2%

42.7 Elementary Schedule

BASKETBALL		4%
FOOTBALL		4%
GYMNASTICS (ONE COACH FOR ALL SCHOOLS)		4%
TRACK		4%
VOLLEYBALL		4%
CHOIR		3%
ALL CITY ORCHESTRA		3%
ALL CITY ASSISTANT ORCHESTRA DIRECTOR		2%
ALL CITY BAND		3%
ASS'T ALL CITY BAND		3%
ODYSSEY OF THE MIND	COACH	3%
GIFTED/TALENTED CONTACT		1%
COMPUTER CONTACT		1%
BUILDING INSTRUCTIONAL UNIT LEADER		2%
RECESS DUTY		\$10/HOUR*
*effective 2000/01		
ELEMENTARY GRADE LEVEL CONTENT LEADERS		\$2,000
ELEMENTARY SPECIAL EDUCATION FACILITATORS		\$2,000

ELEMENTARY MUSIC EDUCATION FACILITATOR \$2,000

ELEMENTARY DEPARTMENT FACILITATORS \$1,750

42.8 The stipends indicated in subsections 42.5 through 42.7 are for individual team stipends.

42.9 Twenty dollars (\$20.00) mileage will be paid per sport to all elementary coaches for travel from their home school to away games. Additional mileage, at the prevailing school district per mile car allowance, will be paid to coaches who teach at one elementary school and coach at another for travel to practice sessions. This mileage to be based on one-way distance from coach's assigned teaching school to his/her assigned coaching school.

42.10 Tenure teachers who apply and are assigned as mentor teachers shall receive an annual \$1,000.00 stipend for performing mentor teacher duties. Selection, assignment, and duties of mentor teachers shall follow guidelines mutually developed by the parties.

42.11 Rates for Curriculum Work	
Working with students	\$21/hour - January 2005; \$22/hour - January 2006
Not working with students	\$16/hour - January 2005; \$17/hour - January 2006

42.12 Teaching Summer School

- a. Summer Enrichment (Non-credit courses) will be compensated at the rate of 50% of the tuition received for the course. Costs of fees and supplies, if any, will be borne by the students. Whether or not a class has a sufficient amount of students in it will be determined by mutual agreement of the teacher and the Summer School Administrator.
- b. Teachers who teach Summer School for credit will be compensated at \$20/hour for each class.

PAYMENTS AND DEDUCTIONS

Section 43

- 43.1 Salary payments will be made on alternate Fridays.
- 43.2 Mandatory Deductions
- a. Withholding Tax - Federal and State
 - b. Social Security
 - c. Bargaining unit representation fee (when/if stipulated by bargaining unit as per Section 5).
- 43.3 Voluntary Deductions
- a. Health and accident insurance as available through the Employer
 - b. M.E.A. - N.E.A., local Association dues, representation fee
 - c. United Way
 - d. Employees Credit Union
 - e. Tax-deferred annuities
- 43.4 Due to bona fide Employer or employee errors, the Employer may make corrections in an employee's pay. In such cases, an explanation of the error will accompany the pay adjustment, with a copy of the explanation forwarded to the Association president.

- 44.1 The 2006/07 salary schedules will increase by 1.5%. Steps 15-20 will receive an additional \$100 in 2006/07. In addition, employees will receive a .5% off schedule increase in January 2007. Two (2) professional development days will be added to the 2001/02 teacher calendar and will be paid at per diem. If the professional development days are removed from the calendar for budgetary reasons employee salaries will be reduced by per diem.

2006/07 TCEA BASE SALARY SCHEDULE (Excludes 1/2% Stipend)

STEP	B.A.	B.A.+20	M.A.	M.A.+15	M.A.+30
2	31,707	32,409	33,921	34,605	35,982
3	32,544	33,129	35,648	36,317	37,346
4	33,571	34,254	37,355	38,046	39,068
5	34,810	35,599	39,068	39,757	40,799
6	35,982	36,950	40,801	41,464	42,509
7	37,692	38,389	42,511	43,211	44,239
8	39,421	40,085	44,239	44,909	45,951
9	41,140	41,833	46,282	46,979	48,013
10	42,844	43,538	48,342	49,024	50,037
11	44,909	45,601	50,750	51,452	52,475
12	47,657	48,345	53,570	54,160	55,220
13	49,038	49,753	55,133	55,742	56,833
14	53,463	54,232	60,061	60,720	61,908
LONGEVITY SCHEDULE					
15-17	55,328	56,119	62,126	62,803	64,027
18-19	55,814	56,612	62,671	63,355	64,586
20+	56,308	57,105	63,304	64,242	65,807

2006/07 TCEA 1/2% OFF SCHEDULE STIPEND - JANUARY 2007

STEP	B.A.	B.A.+20	M.A.	M.A.+15	M.A.+30
2	159	162	169	173	180
3	163	166	179	182	187
4	167	171	186	190	195
5	174	178	195	199	204
6	180	184	204	208	212
7	188	192	212	216	221
8	197	200	221	225	229
9	206	209	232	235	240
10	214	218	242	245	250
11	225	228	254	257	262
12	238	242	268	271	276
13	245	249	276	279	285
14	267	271	300	303	310
LONGEVITY SCHEDULE					
15-17	277	281	311	315	321
18-19	280	284	314	317	323
20+	282	286	317	322	330

2006/07 TCEA TOTAL SALARY SCHEDULE (Includes 1/2% Stipend)

STEP	B.A.	B.A.+20	M.A.	M.A.+15	M.A.+30
2	31,866	32,571	34,090	34,778	36,162
3	32,707	33,295	35,827	36,499	37,533
4	33,738	34,425	37,541	38,236	39,263
5	34,984	35,777	39,263	39,956	41,003
6	36,162	37,134	41,005	41,672	42,721

7	37,880	38,581	42,723	43,427	44,460
8	39,618	40,285	44,460	45,134	46,180
9	41,346	42,042	46,514	47,214	48,253
10	43,058	43,756	48,584	49,269	50,287
11	45,134	45,829	51,004	51,709	52,737
12	47,895	48,587	53,838	54,431	55,496
13	49,283	50,002	55,409	56,021	57,118
14	53,730	54,503	60,361	61,023	62,218
LONGEVITY SCHEDULE					
15-17	55,605	56,400	62,437	63,118	64,348
18-19	56,094	56,896	62,985	63,672	64,909
20+	56,590	57,391	63,621	64,564	66,137

THE SCHOOL CALENDAR

Section 45

- 45.1 The school calendar contains 182 student instruction days, two (2) additional teacher workdays, and two (2) professional development days for a total of 186 teacher workdays.
- 45.2 The Employer retains the right to make up or reschedule student instruction days and/or employee workdays which are canceled or lost due to a strike or the withholding of services, or which are canceled due to "acts of God" (snow, ice, fog, epidemic, etc.). Make-up days shall not increase the number of student instructional days to more than those necessary to meet the required hours of instruction unless the school district would otherwise receive a monetary penalty.
- 45.3 Teachers required to work on both "acts of God" days and rescheduled student instruction days will be compensated at an individual teacher's normal daily rate for days worked in excess of the required teacher workdays. Teachers required to work only on rescheduled days (not "acts of God" days) will receive no additional compensation.
- 45.4 If it becomes necessary to make up student instruction days, those instruction days will be added on at the end of the school year. It is mutually understood and agreed between the parties that the intent of the school calendar is to provide for ending each semester with three one-half days of student instruction for secondary and two one-half days of student instruction for elementary (the remaining portions of the two days will be employee workdays).
- 45.5 This negotiated agreement shall contain a school calendar extending at least one year beyond the year in which this Master Agreement expires.
- 45.6 Three of the full student instruction days in each annual calendar may be reduced to one-half (1/2) student instruction days to allow for three one-half (1/2) days of teacher in-service and/or additional parent-teacher conferences.
- 45.7 It is understood and agreed between the parties that the spring recess will occur annually during the week containing the last Monday in March of each year.
- 45.8 The school calendar identifies specific dates for parent-teacher conferences. One or more parent-teacher conference sessions at each school will be held in the evening to accommodate parents. Parent-teacher conferences may be held on a different day than listed in the teacher calendar under the following conditions:
- a. When teachers and principals agree to hold conferences on a different date or dates as a way as to encourage higher participation by parents, and/or

- b. Where holding evening conferences on another date will be beneficial in encouraging more parental involvement and will allow greater flexibility for parents who wish to attend such conferences.
- 45.9 Evening parent-teacher sessions shall be a minimum of three hours in length, scheduled to last until at least 7:30 p.m. Any three hour evening session may substitute for a half-day originally scheduled on the school calendar. Upon mutual agreement by the teachers and principal at the building level, teachers may not report on a date that parent-teacher conferences were originally scheduled on if those conferences are held in the evening on an alternate date.
- 45.10 Elementary schools may hold additional portfolio parent-teacher conferences on days in addition to the regularly scheduled parent-teacher conferences when those meetings are by mutual agreement involving teachers and principals at each school and by central administration, as long as annual requirements for days and hours of pupil instruction are not compromised.
- 45.11 The calendar will contain five (5) more days than the number of days indicated in Subsection 45.1. These days will be used only if there are more than two (2) inclement weather days.

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TRAVERSE CITY AREA PUBLIC SCHOOLS

Traverse City, Michigan

MASTER AGREEMENT

With

TRAVERSE CITY EDUCATION ASSOCIATION

TCEA-MEA-NEA

September 1, 2007 - August 31, 2008

DURATION OF AGREEMENT

Section 3

3.1 The provisions of this Agreement shall become effective as of the date ratified by both parties, and shall continue in full force and effect until August 31, 2008.

3.2 In witness whereof, the parties have hereunto set their hands this 10th day of September 2007.

3.3 TRAVERSE CITY EDUCATION
ASSOCIATION, MEA/NEA

TRAVERSE CITY AREA PUBLIC
SCHOOLS BOARD OF EDUCATION

By _____
Chief Spokesperson

By _____
President

By _____
TCEA President

By _____
Secretary

By _____
Negotiating Committee Member

By _____
Chief Spokesperson

By _____
Negotiating Committee Member

By _____
Superintendent

By _____
Negotiating Committee Member

By _____
Negotiating Committee Member

INSURANCE PROTECTION

Section 40

40.1 The Employer shall provide a package of insurance benefits for a full twelve-month period from October 1 through September 30 for each bargaining unit member and his/her eligible dependents as follows:

PLAN A

Major Medical	MESSA Choices II \$5/\$10 Rx,
Life Insurance	Life volume requested \$10,000.00 Disability waiver will apply
Accidental Death & Dismemberment	Life volume requested \$10,000.00
Vision	VSP 2
Dental	90X/70S/70:\$1,500.00 Annual Max No orthodontics: 0.00 Lifetime Max Two cleanings per year. No adult orthodontics

40.2 The 2007/08 employee deduction shall be frozen at \$50/per pay for 21 pays.

40.3 If Employer costs exceed amounts identified in Subsection 40.2, the Employer will implement one or more of the following at the discretion of the Association:

- a. Deduct the difference through payroll deduction utilizing the IRS Section 125 plan.
- b. Adjust benefit levels to keep costs within the maximum indicated in Subsection 40.2.

40.4 Health care insurance coverage shall extend to the requirements of the employee up to and including family coverage, but dual family coverage for both husband and wife shall not be permitted.

40.5 Employees not selecting health care insurance coverage shall be provided the following benefits:

PLAN B

Life insurance	Life volume requested \$25,000.00 Disability waiver will apply
Accidental Death & Dismemberment	Life volume requested \$25,000.00
Vision	VSP 2
Dental	90X/70S/70: \$1,500.00 Annual Max No orthodontics: 0.00 Lifetime Max Two cleanings per year. No adult orthodontics

\$217/month

Employees may choose to keep the \$217 per month as additional wages or select a tax sheltered annuity through a Section 125 Plan. In order to participate in this program, the employee must show proof of health insurance under another plan. It is understood that the Employer's contribution will reduce the maximum allowable exclusion as defined in the IRS Code. Responsibility for enrollment in the program rests with the employee.

- 40.6 If an employee fails to notify the Human Resources Office when his/her family status changes, whereby it would change the type of contract (persons covered), the employee because of his/her negligence, will assume the responsibility of repaying the school for any overpayment made on a policy in excess of what the employee is entitled to receive.
- 40.7 Benefits for employees will become effective the first of the month following the month employee becomes eligible for said benefits. Eligibility for all insurance coverage is based on the acceptance of the written application by the insurance provider. Enrollment for fringe benefits will be accepted by the insurance provider only during the established open enrollment period (May 15 - June 15) of each year or for new employees within thirty (30) days from the date of eligibility. It is understood that the contract year for insurance coverage is October 1 through September 30. Responsibility for enrollment in the program rests with the employee. Insurance costs for part-time employees shall be prorated per Sections 41.4, 41.5 and 41.6.
- 40.8 Privacy and confidentiality to members on all medical information shall be observed. No one, including members of administration or Board of Education, shall access medical records on an individual member basis nor allow others this access. The only exception to this rule of privacy would be the Human Resources personnel who work directly with members on their individual claims. Any Human Resources personnel who work with members relative to individual benefit claims will do so under the strictest terms of confidentiality restricting all others from accessing the confidential information related to individual members and their claims. Confidentiality shall be observed in accordance with Section 550.934 (Section 34) of the Third Party Administrator Act.
- 40.9 The Employer shall adopt and implement a qualified plan document which complies with Section 125 of the Internal Revenue Code.

- 44.1 The 2007/08 salary schedule will increase by 2.5%. Steps 15-20 will receive an additional \$250 in 2007/08. Two (2) professional development days will be added to the 2001/02 teacher calendar and will be paid at per diem. If the professional development days are removed from the calendar for budgetary reasons employee salaries will be reduced by per diem.