

**TRAVERSE CITY AREA PUBLIC SCHOOLS**

***Traverse City, Michigan***

**MASTER AGREEMENT**

***With***

**TRAVERSE CITY ADMINISTRATORS' ASSOCIATION**

***July 1, 2009 - June 30, 2010***

**TRAVERSE CITY AREA PUBLIC SCHOOLS  
 TRAVERSE CITY ADMINISTRATORS' ASSOCIATION  
 MASTER AGREEMENT**

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## RECOGNITION

### Section 1

- 1.1 The Board of Education recognizes the Traverse City Administrators' 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 principals, assistant principals, and grade level principals, holding Michigan teacher and administrator certification appropriate to the positions and who are employed by the Traverse City Area Public School District; but excluding supervisors, assistant directors, business managers, directors, executive directors, assistant superintendents, associate superintendents, superintendents, administrative and supervisory personnel assigned to central administration and/or to central operations buildings, and all other supervisors, administrators, administrative interns, and personnel of the school district.
- 1.2 The term "administrator," when used herein, shall refer to employees of the bargaining unit represented by the Association.
- 1.3 The term "Board" or "Employer," when used herein, shall refer to the Board of Education or its designated agents.
- 1.4 The term "Superintendent" shall refer to the Superintendent of the Traverse City Area Public Schools or his/her-bargaining unit designee.

## AGREEMENT

### Section 2

- 2.1 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.
- 2.2 Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto. Individual administrator contracts shall be subject to the terms of this agreement.
- 2.3 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, while all other provisions or applications shall continue in force and effect.
- 2.4 The Board and Association agree to meet at mutually agreed upon times to discuss issues relevant to this agreement.
- 2.5 Individual bargaining unit employee contracts shall not be inconsistent with the terms of this agreement. Should inconsistencies arise, the master contract will prevail.

DURATION OF AGREEMENT

Section 3

- 3.1 The provisions of this agreement shall become effective as of the date it has been ratified by both parties and shall continue in full force and effect until June 30, 2010 except that the salary schedule shall be retroactive to July 1, 2009.
- 3.2 IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized representatives on this 23<sup>rd</sup> day of November 2009.
- 3.3 Prior to the termination of this agreement, either party may give written notice to the other party of its desire to commence negotiations for a successor agreement. Upon receipt of this written notice, the parties will make arrangements to begin negotiations. The parties shall not be required to begin negotiations on a successor agreement earlier than ninety (90) days prior to the expiration of this agreement.

TRAVERSE CITY  
ADMINISTRATORS' ASSOCIATION

TRAVERSE CITY AREA PUBLIC SCHOOLS  
BOARD OF EDUCATION

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Chief Spokesperson

By: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Negotiating Committee Member

By: \_\_\_\_\_  
Superintendent

By: \_\_\_\_\_  
Negotiating Committee Member

By: \_\_\_\_\_  
Chief Spokesperson

By: \_\_\_\_\_  
Negotiating Committee Member

## NEGOTIATION PROCEDURES

### Section 4

- 4.1 In any negotiations described in this section, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party. It is further recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the Traverse City Administrators' 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 accordance with negotiations or bargaining, subject to final ratification.
- 4.2 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.

## WAIVER CLAUSE

### Section 5

- 5.1 The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Employer and the Traverse City Administrators' Association, for the life of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this agreement, even though those subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

## NO STRIKE CLAUSE

### Section 6

- 6.1 The Association and its employees recognize that the cessation or interruption of professional services by administrators is contrary to law and public policy. Therefore, the Employer and Association agree in keeping with the ethics of the profession that all differences between them shall be resolved by the orderly procedures provided herein and without interruption of the school program. Accordingly, the Association and its employees agree they will not authorize, instigate, participate, 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.

## DUES AND FEES

### Section 7

- 7.1 Each Administrator 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, either join the Association or pay a service fee to be directed to a student scholarship fund as allowed by law.
- 7.2 In order to facilitate the provisions of this contract, the Employer shall, upon hiring a new bargaining unit employee, furnish said employee with a copy of this agreement.
- 7.3 Upon voluntary written authorization by the bargaining unit employee, the Employer agrees to deduct uniform, regular, periodic dues or fees as stipulated in this section of the agreement. Individual authorization forms will be furnished by the Association and when properly executed, shall be filed by the Association in the Business Office of the Employer. Such authorization when appropriately filed, shall continue in effect from year-to-year unless revoked in writing between June 1 and September 1 of a given year.
- 7.4 The right to refund to bargaining unit employees the monies deducted from their pay under such authorization shall lie solely with the Association. The Association agrees to reimburse any bargaining unit employee for any dues or fees deducted by the Employer and paid to the Association which deduction is in excess of the proper deduction, and agrees to hold the Employer harmless from any such claims for excessive deductions.
- 7.5 Subject to time constraints noted elsewhere in this section, deductions shall be made from the second paycheck of each month beginning in October and ending in May of each year. Dues or fees deducted shall be transmitted to the Association with a list of bargaining unit employees and the amount of individual deductions from whom the deductions have been made. The total amount of dues/fees shall be forwarded to the Association within twenty (20) workdays of the deductions.
- 7.6 Prior to September 1 of each year, the Association will give written notification to the Employer as to the amount of dues or fees authorized by the Association and which are to be deducted during that school year under such authorization. The amount of such dues and fees are not subject to change during the entire school year, except that fees may be prorated for new hires who work less than a full year.
- 7.7 The Employer shall not be required to make any deductions for Association fees or dues if the employee's pay is not sufficient to cover those dues/fees in any pay period. The Employer shall not be required to honor any deduction when an authorization or amount of such authorization is delivered to the Employer's Business Office later than four (4) weeks prior to the distribution of the payroll from which deductions are to be made.

## PROFESSIONAL ORGANIZATIONS

### Section 8

- 8.1 The Employer shall pay the cost of one membership annually (state or national) for each administrator to belong to professional organizations (non-union) appropriate to his/her administrative assignment.
- 8.2 The Employer may pay the cost of additional membership (non-union) fees for an administrator (including those related to special assignments) at the sole discretion of the Employer.

## WORKSHOPS/SEMINARS

### Section 9

- 9.1 An administrator who has the approval of the Superintendent or a designated non-bargaining unit administrator to attend a workshop or seminar on behalf of the school district shall be fully reimbursed for all pre-approved reasonable costs incurred including registration fees, meals, lodging and travel expenses.
- 9.2 Consideration will be given for administrators to attend up to one national conference on a multi-year rotation schedule in accordance with district professional development guidelines for administrators established by the Superintendent and the Association.
- 9.3 The Employer reserves the right to limit the amount of pre-approved costs which will be reimbursed.

## COURSE REIMBURSEMENT

### Section 10

- 10.1 The Board of Education, believing that continued study by its administrative staff is in effect a method of improving administrative leadership skills and abilities will aid administrators financially on credit courses taken beyond the master's degree.
- 10.2 Administrators taking courses at State-supported accredited institutions in Michigan will be reimbursed at the rate of one-half (1/2) of the tuition charges made by the institution offering the course.
- 10.3 Administrators taking courses out-of-state at an accredited institution will be reimbursed at the rate of one-half (1/2) of the tuition charges of the institution, but not to exceed one-half (1/2) of the current tuition rate charged by Michigan State University.
- 10.4 An administrator must be on a planned, approved program for advanced degree to be reimbursed by the Employer for courses taken, or must be taking courses required to maintain administrative certification.

- 10.5 Administrators taking courses not leading to an advanced degree or required to maintain administrative certification may be reimbursed under this procedure upon prior written approval. If the course is not part of an approved program for an advanced degree, to gain approval, the administrator must state in writing specific benefits which will be derived from the course to be taken, written requests for approval are to be submitted to the Human Resources Office. The Employer reserves the right, in its sole discretion, to approve or disapprove such requests.
- 10.6 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. The transcript of credit and cancelled check will suffice as evidence.
- 10.7 A bargaining unit employee may request approval from the Superintendent to attend college classes during normal working hours, provided the employee submits a plan showing how his/her working hours will be adjusted to adequately cover his/her administrative responsibilities. Approval of such requests shall be at the sole discretion of the Superintendent.

## ASSOCIATION RIGHTS

## Section 11

- 11.1 For purposes of holding Association meetings and conducting Association business, the Association shall have the right of reasonable use of school buildings, facilities, and equipment when scheduled through prescribed channels and with notification of such scheduled use forwarded to the Human Resources Office.
- 11.2 The Association will reimburse the Employer for the actual cost of any (1) school supplies used and (2) extra maintenance services that may be required.
- 11.3 The Association shall be permitted reasonable use of interschool mail service for communicating with the Employer. Copies of all Association materials delivered through the Employer's interschool mail delivery will be forwarded to the Human Resources Office.
- 11.4 No Association business shall be conducted on school property during working hours as scheduled for bargaining unit employees. A scheduled lunch break shall not be considered "working hours."
- 11.5 At the beginning of each contract year, the Employer shall grant the Association up to ten (10) leave days to be used by Association officers or agents of the Association. Use of such days shall be at the discretion of the Association. Not more than three (3) officers or agents of the Association will use an Association day on the same date except by mutual agreement of both the Association and the Employer. Not more than one (1) administrator per each secondary school shall be absent for Association business on the same date. The Association



agrees to provide written notification in advance when requesting such Association leave days. The Association will reimburse the Employer for the cost of any substitute required by the Employer.

- 11.6 The Association shall be provided annually, upon request, copies of individual contracts as issued to bargaining unit employees.
- 11.7 Individual administrator contracts will be two years in length beginning in 1999/00 except that individuals hired for a portion of the year may have contracts of less than two full years in length.
- 11.8 One year contracts may be given to probationary administrators or administrators on a written plan of assistance (see Section 18).
- 11.9 The Employer encourages the Association to provide written recommendations to the Employer in regard to issues or items of concern to the Association or Association bargaining unit employees. A copy of the Board agenda showing items scheduled for action and the back-up materials made available to the public will be made available to the Association to be picked up in the Superintendent's office at the time it is made available to the public prior to Board meeting time.

## BOARD RIGHTS

## Section 12

- 12.1 The Board, on its own behalf, on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right to the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees; to hire all employees, and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal, or demotion; and to promote and transfer all such employees; to establish grades and courses of instruction including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board; to decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aides of any kind and nature; to determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of all employees with respect thereto and non-teaching activities, and the terms and conditions of employment.
- 12.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent that such specific and express terms

hereof conform with the Constitution and the laws of the United States.

- 12.3 Nothing contained herein shall be considered to deny or restrict the Board 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.
- 12.4 Unless expressly provided otherwise in this agreement, the Board reserves the right to:
- a. direct the work of its employees; hire, promote, demote, transfer, assign, and retain employees in positions within the school district;
  - b. suspend or discharge employees;
  - c. maintain the efficiency of the school operation;
  - d. determine services to be rendered by the public schools;
  - e. take actions as may be necessary to carry out the mission of the public schools;
  - f. determine the methods, means, and personnel by which operations are carried on;
  - g. be the policy making and governing body of the public schools; and
  - h. take any other action which is in the best interest of the public schools including the right to subcontract any portion of the operations in the school district.

## EMPLOYER/EMPLOYEE COOPERATION

## Section 13

- 13.1 The Association and bargaining unit employees agree to provide reasonable support and assistance to the Employer in providing a safe and orderly environment within the school district.
- 13.2 The Employer agrees to provide reasonable support and assistance to the bargaining unit employees in providing a safe and orderly environment within the school district.
- 13.3 Bargaining unit employees shall report to the Superintendent or designee all cases of serious abusive conduct or assault which occurs in buildings or during activities under bargaining unit supervision, involving bargaining unit employees or employees under bargaining unit employees supervision.
- 13.4 The Board shall provide at no expense to bargaining unit employees a wrongful acts type policy equal to or greater than the one now in effect (one million-dollar coverage) and the Board shall assume any deductible amounts there under. In the event the bargaining unit employee is sued by virtue of his/her capacity as an administrator, the Board shall provide legal counsel and representation in any such legal action provided that the administrator has acted within the scope of Board policy, the administrative assignment, and without negligence.

- 13.5 Each bargaining unit employee acknowledges that s/he has read and understands the Board policy in regard to conflict of interest and will avoid such conflicts of interest as an employee of the district.
- 13.6 The Traverse City Administrators' Association Executive Board will call a meeting of the Executive Board and the Central Office Executive team three times annually for the purpose of clarification or discussion of issues. Additional meetings may be mutually agreed to as needed.

## EMPLOYMENT AND ASSIGNMENT

## Section 14

- 14.1 The right of determination of bargaining unit employee transfer and assignment is vested in the Board of Education, or its designated representative.
- 14.2 Whenever a vacancy in a bargaining unit position shall occur, full-time, part-time, or a new position created including leave of absence, the Employer, through administrative personnel, shall give written notification to the Association through its president of said vacancy. Posted vacancies shall not be filled on a permanent basis until a position has been posted for at least seven (7) calendar days.
- 14.3 It is understood that vacancies may not be posted when an appropriately certificated and qualified administrator is on lay-off and will be recalled as a result of the vacancy. Posting of vacancies may be delayed when the transfer process is in progress or when determination is pending on whether or not to fill the position(s) vacated.
- 14.4 In filling vacant positions, the Employer will consider the professional qualifications, background, experience, instructional requirements, service to the school district (if any), and other relevant factors, and will appoint the individual it determines is most appropriately qualified to fill the position.
- 14.5 Bargaining unit employees may apply for a vacant or posted position in writing through the Human Resources Office.
- 14.6 Vacancies may be filled on an interim basis, especially when such vacancies occur during the school year.
- 14.7 Bargaining unit employees who have less than fifty-two (52) week contracts will be mailed vacancy postings to the home address on file with the Human Resources Office during non-working summer months. The posting period (see Subsection 14.2) shall run from the date of mailing.
- 14.8 Nothing shall prevent the Board from establishing new administrative positions. Any new bargaining unit position established by the Board which results in a new job description will be subject to negotiations as to the salary level, benefits, and calendar. Working conditions for new positions shall be as agreed to in this contract for all other bargaining unit employees.

- 14.9 The Association's Executive Board will be informed in writing of any administrative restructuring that may result in the reduction, reassignment, redistributing current administrative responsibilities to other employee groups, or addition of administrative positions. It is agreed that the Association's Executive Board will make recommendations to the Superintendent prior to administrative restructuring and new administrative positions.

## PROMOTIONS AND TRANSFERS

## Section 15

- 15.1 "Promotion" shall be defined as an assignment to a position within the bargaining unit which pays at a higher annual rate than the position to which the individual was previously assigned.
- 15.2 "Transfer" shall be defined as a change in a bargaining unit assignment from one school building to another school building, or a change in job titles within the bargaining unit. A senior high school complex of buildings or a middle school complex of buildings shall be considered as one building.
- 15.3 "Assignment change" shall be defined as a change in assignment within the same building (or building complex) while retaining the same job title.
- 15.4 "Involuntary transfer" shall be defined as a transfer from one building or building complex to another building or building complex absent the request from the transferred bargaining unit employee.
- 15.5 "Surplus administrator(s)" shall be defined as an excess administrator or administrators in a building or building complex which results in the transfer or lay-off of one or more administrators.
- 15.6 Bargaining unit employees may annually request to be considered for promotions, transfers, or assignment changes.
- 15.7 If the Employer determines to involuntarily transfer, promote, or re-assign a bargaining unit employee, that bargaining unit employee and the association's executive board will be involved prior to the change being finalized.
- 15.8 The Employer and Association agree that "involuntary transfer" shall not occur until the affected member has met with the appropriate director of instruction prior to the reassignment. At the member's request an association member may be present at the meeting. Written reason(s) for such "involuntary transfer" shall be provided to the bargaining unit employee within five (5) days by the Employer.
- 15.9 Any bargaining unit employee involuntarily assigned to a different bargaining unit position shall be paid at the rate agreed to in this contract for that position.

## REDUCTION AND RECALL PROCEDURES

## Section 16

- 16.1 In the event the Employer finds it necessary to reduce the number of administrative personnel, it reserves the right to select the employee(s), position(s) and/or school(s) in which the reduction(s) in personnel shall take place. An Administrator whose position is being reduced, reassigned, or eliminated, will be notified in writing of the process, criteria, and reason(s) for said reduction at least 30 days prior to the effective date of the reduction, reassignment or elimination unless mutually agreed upon by the TCAA and administration. The Employer will work together with TCAA leadership regarding position(s) and/or school(s) in which the reduction(s) in personnel will take place.
- 16.2 Before an administrator is laid off due to a reduction in the number of administrative personnel in a specific job classification, the Employer will ask for a volunteer to surplus to an identified list of openings for which he/she is certified and qualified. The Employer reserves the right to accept or deny the volunteer's request.
- 16.3 The Association President shall be informed in writing of the process, criteria, and reason(s) for reduction in personnel at least ten (10) days prior to the notification of said employee unless mutually agreed upon by the TCAA and administration.
- 16.4 The Employer shall give written notice of recall from lay-off by mailing a registered or certified letter to the administrator (return receipt requested) at his/her last known address, at least five (5) weekdays prior to the date the administrator is to report to work. The laid-off administrator is responsible for keeping his/her address current with the Employer, or providing an alternative or temporary address and/or telephone number when appropriate.
- 16.5 The administrator 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 administrator's employment and employment contract.
- 16.6 Administrative assignments shall not carry tenure in position.
- 16.7 Administrators recalled to duty shall retain accumulated sick leave and shall be returned to the salary schedule based on the negotiated contract. Bargaining unit employees will not gain additional credit while on lay-off.
- 16.8 Any lay-off under this section shall suspend, for the duration of the lay-off, the Employer's obligation to pay salary or fringe benefits under any administrator's individual employment contract or under this Master Agreement.

## SENIORITY

## Section 17

- 17.1 Seniority shall be defined as the bargaining unit employee's length of service with the Traverse City Area Public School district as a bargaining unit employee represented by the Traverse City Administrators' Association.
- 17.2 Seniority shall not be reduced due to the fact that some employees have an annual contract covering less workdays than other employees in the bargaining unit, except that seniority will be prorated if a bargaining unit employee works less than the normal contractual year for a given position.
- 17.3 Seniority shall not accrue during any lay-off, but shall be retained at the level as of the time of lay-off.
- 17.4 A bargaining unit employee shall lose his/her seniority for the following reasons:
  - a. S/He quits.
  - b. S/He is discharged.
  - c. S/He is absent for three (3) working days without notifying the Employer (unless conditions prevent such notification).
  - d. S/He does not return to work when recalled from lay-off.
  - e. S/He does not return to work following sick leave or leave of absence.
  - f. S/He is on leave of absence for injury, illness, or disability (paid or unpaid) in excess of two (2) years for reasons other than a work related injury, illness, or disability.
  - g. S/He is transferred to a teaching position with the Employer at his/her request.
  - h. His/her position is eliminated and s/he is transferred to a teaching position with the Employer for three or more consecutive years.
  - i. S/He retires.
- 17.5 In the event an administrator is reassigned, volunteers, or returns to the teachers' bargaining unit, the administrator will be given the maximum seniority in the teachers' bargaining unit as allowed by the teachers' Master Agreement.
- 17.6 Non-employment during summer months or vacation periods will not be considered a lay-off.
- 17.7 In the event of any reduction of personnel in the bargaining unit, the bargaining unit employee shall remain an employee of the district as long as s/he is currently certified and qualified as a teacher and years of service in the school district are

greater than those of any other certificated employee of equal or lesser status, providing there is nothing in conflict with other negotiated agreements.

## ADMINISTRATOR EVALUATION

## Section 18

- 18.1 The responsibility for administrative evaluation lies solely with the Superintendent and/or his/her designated representative(s). Bargaining unit employees will be evaluated a minimum of once every two years during the first five years of administrative experience in the district. After five years of successful evaluations, administrative employees shall be evaluated every third year unless deemed necessary. Bargaining unit employees may be evaluated annually. Probationary administrators will be evaluated during each year of probation.
- 18.2 Administrator Evaluation as developed in 2002 will be used with bargaining unit employees until modifications and/or revisions are developed and mutually agreed to by the Association and the Employer.
- 18.3 The Superintendent or designee shall notify in writing those bargaining unit employees scheduled for evaluation during the upcoming school year, prior to May 31, to review the evaluation process, procedures and timelines.
- 18.4 Each new administrator will be on probationary status and be assigned a mentor for up to the first two (2) years of employment. Mentors will follow guidelines established by the Association and the Employer. (See Section 37.)
- 18.5 During the initial probationary period for a new administrator, an employee may be released at the discretion of the Superintendent and Board or reassigned to another position for which s/he is certificated and qualified.
- 18.6 After the initial probationary period for a new administrator, termination of an administrator shall be according to the process as provided for in Section 1229 of the Revised School Code.
- 18.7 A current bargaining unit employee who changes administrative job titles may be evaluated in the first year of the new assignment.
- 18.8 The Superintendent or designee will adhere to the following procedures and time lines in the evaluation process unless otherwise mutually agreed upon by the employee and evaluator:
  - a. Prior to September 1, there shall be a meeting between the evaluatee and evaluator for the purpose of working together to develop the evaluatee's focus areas and timelines for two to three standards.
  - b. Between January 1 and the end of the first semester, the evaluator will issue a mid-year written evaluation report to the evaluatee, which will include suggestions and recommendations based on the mid-year evalua-

tion report. Copies of the mid-year report will be maintained by the evaluator and evaluatee.

- c. Between March 15 and April 30 the evaluator and evaluatee will meet for a final appraisal conference. The evaluator will provide a written final evaluation to the evaluatee by May 31. A copy will be forwarded to the Human Resources office and included in the evaluatee's personnel file.
- 18.9 In the event a bargaining unit employee does not agree with his/her evaluation, s/he may attach a written statement to the evaluation noting the areas of disagreement. Such written statement must be made and attached within ten (10) days of the bargaining unit employee's receipt of his/her written evaluation.
  - 18.10 An unsatisfactory evaluation will result in the development of a written plan of assistance. The plan will include the areas of concern, timelines and remedies for improvement established after consideration of input from the bargaining unit employee and the Superintendent or designee.
  - 18.11 The bargaining unit employee shall have a minimum of sixty work days to demonstrate satisfactory improvement under the written plan of assistance.
  - 18.12 Before a recommendation is made to the Board of Education for non-renewal of an administrator's contract based on a poor evaluation, the employee will be informed of any deficiencies or concerns.
  - 18.13 The content of an employee's evaluation shall not be subject to the grievance procedure.
  - 18.14 Bargaining unit employees who submit a letter of retirement to the Board of Education prior to their year of retirement will be exempt from evaluation procedures during the last year of employment.

## DISCIPLINE

## Section 19

- 19.1 Before determining to discipline, suspend or discharge a bargaining unit employee, the Board shall provide reasonable assistance to that employee in correcting inadequacies giving rise to the reasons for the contemplated action. The employee shall be provided a written explanation of the action and, upon the employee's request, a copy will be forwarded to the Association.
- 19.2 Any dispute concerning the suspension or discharge of a probationary administrator shall not be processed beyond Level II of the grievance procedure.
- 19.3 If a bargaining unit employee is to be subject to discipline as serious as a written reprimand, the Employer shall notify the bargaining unit employee that s/he may have a representative of the Association present.



- 19.4 Any administrative dismissal dispute that is processed through the Michigan Teacher Tenure Act shall not be subject to the grievance procedure.
- 19.5 The Board of Education may terminate an individual administrative contract for reasonable and just cause. Any discharge of an administrator during the life of an individual administrative contract shall not take place until after written charges are signed by an authorized representative of the Board of Education, transmitted to the administrator, and the administrator has had an opportunity for a hearing before the Board of Education. The hearing shall be held not less than thirty (30) days prior to the termination of an administrator's individual contract.
- 19.6 During a hearing before the Board of Education, the administrator shall have an opportunity to present rebuttal evidence and/or witnesses in regard to the reason(s) set forth for termination of the administrator's contract. All witnesses on behalf of the Employer shall be subject to cross-examination by the administrator or legal counsel, if the administrator and/or Association wishes to have counsel at his/its own expense. At the conclusion of the hearing, the Board of Education will base its decision upon evidence presented during the course of the hearing.
- 19.7 Nothing hereinbefore mentioned shall preclude the Board of Education from immediately suspending an administrator with pay pending a hearing as hereinbefore mentioned.

## COMPLAINTS

## Section 20

- 20.1 In the event that a citizen/employee should raise a complaint concerning a bargaining unit employee, the citizen/employee shall be encouraged to discuss the matter with the affected administrator.
- 20.2 Should the complaint remain unresolved after subsection 20.1, the citizen/employee, if further action is desired, shall be encouraged to meet with the affected administrator and immediate supervisor.
- 20.3 Should the complaint remain unresolved after subsection 20.2, it may be referred to the Superintendent for further review. Upon the request of the bargaining unit employee, the Association shall have the right to review the complaint and conduct an investigation.
- 20.4 Should action adverse to the administrator be contemplated as a result of the complaint, the provisions of Section 19 shall be followed.
- 20.5 A complaint made against a bargaining unit employee will be called to the attention of that employee within five (5) workdays of the time the complaint became known to the non-bargaining unit employee's supervisor or Central Administration if said complaint is considered serious enough to warrant investigation.

- 20.6 A complaint will not be used in any disciplinary action or evaluation process unless an investigation proves the complaint to be valid.
- 20.7 Valid complaints stating specific concerns involving bargaining unit employees shall not be made a part of the employee's personnel file without written notification. The bargaining unit employee's response must be filed within eight (8) workdays of receipt of the written communication. The response shall be attached to and become a part of the concern.
- 20.8 "Workdays," as used in this section of the contract, shall be days the bargaining unit administrator is scheduled to work.

## GRIEVANCE PROCEDURE

## Section 21

### 21.1 DEFINITIONS

- a. A "grievance" is a written complaint by an administrator that there has been a specific violation of the express written terms of this agreement.
- b. A "day" means a weekday (Monday through Friday) exclusive of Saturday, Sunday, or legal holidays.

### 21.2 LEVEL I

- a. In the event that the Association or a bargaining unit employee discovers there is a basis for a grievance, the alleged grievance shall first be discussed with a designated non-bargaining unit administrator/ supervisor.

### 21.3 LEVEL II

- a. If, as a result of the informal discussion, the grievance still exists, the administrator may, within five (5) days following the alleged grievance, invoke the formal grievance procedure through the Association to the Human Resources Office in writing. 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.
  - (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) 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.

#### 21.4 LEVEL III

- a. If the grievance is not resolved at Level II, the Association may ask for mediation within ten (10) days of the receipt of the decision at Level II. The mediator will be scheduled at a time that is mutually acceptable to the Employer, the Association, and the mediator, but an attempt will be made to schedule said meeting within fifteen (15) days of the request for mediation. The mediator shall be allowed to recommend alternatives to resolve the grievance but such recommendations shall not be binding on either party. Grievances which are unresolved to the satisfaction of either party shall be a matter of collective bargaining at the next successor contract.
- 21.5 The time limits established by this grievance procedure shall be strictly construed, except that the parties to this agreement reserve the right to mutually extend or alter said time limits in writing. Any grievance procedure not advanced to the next step of the grievance procedure within the time limits specified shall be deemed abandoned.
  - 21.6 In the event the Employer's representative fails to respond to a grievance within the time limits specified, said grievance shall be deemed denied.
  - 21.7 An Association representative may be present during discussion or hearings at any grievance level. The grievant will be present at all formal and informal grievance hearings.
  - 21.8 The Traverse City Administrators' Association Executive Board or the Central Office Executive Team may call a meeting for the purpose of attempting to resolve issues that do not get resolved through a grievance hearing.

#### SICK LEAVE

#### Section 22

- 22.1 A 52 workweek employee shall be credited with twelve (12) sick leave days per year, accumulative to a maximum of one-hundred fifty (150) days, to be used when the employee is absent from duty because of illness, injury, or pregnancy-related disability.
- 22.2 An employee whose normal work year is less than twelve (12) months shall be credited with ten (10) sick leave days per year, accumulative to a maximum of one-hundred thirty (130) days. Sick days available shall be prorated when an employee works only part of a year.
- 22.3 For absences of more than three (3) days, or when more than thirty (30%) percent of the bargaining unit employees are absent on the same date, the Board may require a physician's certificate indicating the necessity for the absence(s).

22.4 An administrator, when absent for illness, shall follow the established sick leave procedures and submit the appropriate form to his/her immediate supervisor.

22.5 Sick Leave Reserve:

When an administrator's sick leave has been exhausted, up to thirty (30) additional sick leave days may be granted from the administrative catastrophic sick leave reserve annually.

- a. To establish a catastrophic sick leave reserve, each administrator will be asked to contribute one (1) of his/her accumulated sick leave days to the catastrophic sick leave reserve. An additional day will be requested when the reserve is depleted.
- b. To be eligible to draw from the reserve, the administrator must have contributed a day to the reserve.
- c. Sick bank cards will be distributed at the beginning of each school year and accepted in the Human Resources Office only if received by October 3<sup>rd</sup> annually.
- d. To be eligible to draw from the reserve, the administrator must present a physician's certificate of illness or injury to the Human Resources Office.
- e. The catastrophic sick leave reserve shall be available only for major personal illness/injury (not compensable under workers' compensation), not on a daily basis, nor to cover routine illness.

ILLNESS IN THE IMMEDIATE FAMILY

Section 23

23.1 Illness without loss of salary will be allowed not to exceed twelve (12) workdays annually for 52 workweek employees, and not to exceed ten (10) workdays annually for all other employees for illness in the immediate family. Such absence shall be deducted from the administrator's sick leave accumulation.

23.2 The definition for "immediate" for this subsection shall be defined as spouse, child, sibling, parent, parent-in-law, or those who reside in the same household. Days in addition to the twelve (12) or ten (10) days annually may be approved, in unusual circumstances and upon written request, for illness in the immediate family. Approval of additional days will be at the sole discretion of the Employer. When approved, such absences shall be deducted from the employee's sick leave accumulation.

23.3 In unusual situations, and upon written request, the Employer may, in its sole discretion, grant additional days from the employee's accumulated sick days for serious illness of relatives not listed in Subsection 23.2 above.

23.4 Approval of any additional days as outlined in Subsections 23.2 and 23.3 shall not be precedent-setting or considered to establish "past practice."

## BEREAVEMENT

### Section 24

24.1 Absence without loss of salary shall be allowed up to eight (8) days upon the death of a spouse, child, parent, parent-in-law, brother, sister, grandparent, grandparent-in-law, grandchild, or dependent. Absence may be approved for the death of other individuals as approved by the immediate supervisor and a designated non-bargaining unit administrator at the sole discretion of the Employer.

## PERSONAL BUSINESS LEAVE

### Section 25

25.1 Absence may be granted without loss of salary, upon written request and approval by the immediate supervisor and a designated non-bargaining unit administrator, for up to two (2) personal business leave days per year. Any personal business leave days not used will be added to accumulated sick leave days as long as the administrator has followed the established procedures in requesting, taking, and reporting illness, bereavement, and personal business leave days.

25.2 The allotted personal leave days will be available for the practice of individual religious preference and for transacting personal business or attending to affairs of a personal nature which could not reasonably be taken care of on a weekend or other non-workday, and which requires the presence of the employee.

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

- a. Two (2) days personal leave at school expense.
- b. An administrator planning to use a personal leave day or days shall notify his/her immediate supervisor and a designated non-bargaining unit administrator, 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. Not more than three (3) bargaining unit employees shall take a personal leave day on the same date, except that more than three (3) 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.

- e. Personal leave days shall not be taken in conjunction with deduct days or a pay dock.
- f. 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 established in this section of the contract. 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 three (3) administrators have requested personal leave for the same date.

## CHILD-CARE LEAVE

## Section 26

- 26.1 An unpaid leave of absence up to one (1) year may be granted to a bargaining unit employee for the purpose of providing child care or for preparing for a newborn or an adopted child.
- 26.2 The application for such leave shall be, if possible, received by the Superintendent or Director of Human Resources no later than thirty (30) calendar days prior to the effective date of the commencement of the leave.
- 26.3 Child-care leave may be requested and authorized to begin up to thirty (30) calendar days prior to the expected birth or adoption of the 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 administrator and at the discretion of the Employer, the child-care leave may be extended up to one (1) year after the expiration of the original leave of absence.
- 26.4 The child-care leave shall be granted without salary or other economic benefits (except up to twelve (12) weeks of health insurance will be provided to qualifying employees under the Family and Medical Leave Act). There will be no advancement on the longevity schedule except an applicant who has completed one (1) full semester or more of administrative duties during the year s/he begins the leave, and whose leave is no more than one semester in length, will upon return to duty be granted longevity and placed on the salary schedule in effect at the time of return from leave.
- 26.5 If both parents are employed by the Traverse City Area Public Schools, not more than a combined total of 12 weeks during any 12 month period may be taken for the leave provided in this section. In the case of emergency, the Employer may waive this restriction.
- 26.6 An administrator upon return from leave shall be placed in an administrative

position in accordance with the Act and in the same classification if one is available which would not cause the lay-off of another administrator. If another administrator would be laid off, the returning administrator may be assigned to a teaching position for which s/he is certified and qualified (subject to the teacher's Master Agreement) until a position becomes available in the bargaining unit in the same classification.

- 26.7 In the written request for a child-care leave, the bargaining unit employee may request that s/he be returned to the same position as held before the requested leave. The Employer will notify the administrator if the Superintendent will recommend the leave with the right of return to the same position. If right of return to the same position will not be recommended, the administrator will be so informed prior to Board action and may withdraw the request for child-care leave.
- 26.8 When right of return to the same position has been granted, and an administrator upon return from the initial child-care leave, finds his/her specific position has been eliminated, the Employer shall then place the bargaining unit employee in an administrative position for which s/he is certified and qualified and in the same classification if one is available which would not cause the lay-off of another administrator. If another administrator would be laid off, the returning administrator may be assigned a teaching position for which s/he is certified and qualified (subject to the teachers' Master Agreement) until a position becomes available within the bargaining unit in the same classification.

## UNPAID LEAVE OF ABSENCE

## Section 27

- 27.1 An unpaid leave of absence of up to one (1) year may be granted a non-probationary bargaining unit employee who has a minimum of four (4) consecutive years of administrative experience with the Traverse City Area Public School District. Specific reasons for the unpaid leave of absence (by way of illustration and not limitation) may include:
- a. Returning to the classroom for one year.
  - b. Engaging in a full-time program of study at an accredited college or university.
  - c. To participate in a cultural, travel, or work program related to the bargaining unit employee's professional responsibilities.
  - d. To explore a possible career change.
- 27.2 Application for unpaid leave of absence is subject to the following conditions:
- a. Application for such leave shall be, if possible, submitted in writing to the Human Resources Office a minimum of one-hundred twenty (120) calendar days prior to the date the leave is scheduled to begin.

- b. The bargaining unit employee must provide additional information in regard to the leave as requested by the Employer.
  - c. A qualified and acceptable replacement must be available for the period for which the unpaid leave is to be granted.
  - d. Except in unusual circumstances, unpaid leaves of absence are expected to begin at the beginning of the school year, not during the school year.
- 27.3 The disposition of an application for an unpaid leave of absence is the exclusive responsibility of the Employer, and may be approved or denied at the discretion of the Employer.
- 27.4 An unpaid leave of absence shall not be considered a year of service to the district.
- 27.5 A bargaining unit employee on an unpaid leave of absence is entitled to only those benefits listed in this section of the contract.
- 27.6 An unpaid leave of absence shall be without pay or fringe benefits.
- 27.7 In the written request for an unpaid leave of absence, the bargaining unit employee may request that s/he be returned to the same position as held before the requested leave. The Employer will notify the administrator if the Superintendent will recommend the leave with right of return to the same position. If the right of return to the same position will not be recommended, the administrator will be so informed prior to Board action and may withdraw the request for the unpaid leave.
- 27.8 When the right of return to the same position has been granted, and an administrator, upon return from the leave of absence, finds his/her specific position has been eliminated, the Employer shall then place the bargaining unit employee in an administrative position for which s/he is certified and qualified and in the same classification if one is available which would not cause the lay-off of another administrator. If an administrator would be laid off, the returning administrator may be assigned to a teaching position for which s/he is certified and qualified (subject to the teachers' Master Agreement) until a position becomes available in the bargaining unit in the same classification.
- 27.9 An administrator who has been granted a leave of absence but not guaranteed a specific administrative position shall be placed in an administrative position for which s/he is certified and qualified and in the same classification upon his/her return. If such placement would cause the lay-off of another administrator, however, the returning administrator may be assigned a teaching position for which s/he is certified and qualified (subject to the teachers' Master Agreement) until a position becomes available in the bargaining unit in the same classification.



27.10 Nothing shall prevent the Employer, in its discretion, from assigning and/or transferring an employee to a different bargaining unit classification for which the employee is certified and qualified upon his/her return from leave.

## SABBATICAL LEAVE

## Section 28

- 28.1 Sabbatical leave shall be interpreted as a leave from active duty granted to a bargaining unit employee after seven (7) years service with the Traverse City Area Public Schools system for the purpose of improving instruction in the Traverse City Area Public Schools. Sabbatical leave may be granted for one (1) year as may be recommended by the Superintendent of Schools subject to the conditions outlined by the Superintendent if the leave is granted. Final approval of the selection of applicants for the sabbatical leave will be made by the Superintendent and the Board of Education.
- 28.2 An administrator, upon completion of a sabbatical leave, shall return to an administrative position with the Traverse City Area Public Schools for a period of at least one (1) school year.
- 28.3 An administrator not returning to the Traverse City Area Public Schools 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.
- 28.4 A bargaining unit employee returning from sabbatical leave shall be granted longevity on the same basis as if s/he had been on the job during the sabbatical leave.
- 28.5 A bargaining unit employee returning from sabbatical leave shall retain all accumulated sick leave earned and not used prior to the sabbatical leave, but shall not earn additional sick leave days while on sabbatical leave.
- 28.6 An administrator on sabbatical leave will not be entitled to benefits as stipulated in other sections of this agreement for working bargaining unit employees unless agreed to in writing at the time the sabbatical leave is granted.
- 28.7 Remuneration to an administrator granted a year long sabbatical leave shall be at the rate of one-half the applicant's yearly salary unless a different rate is mutually agreed to in writing prior to approval of the requested leave. Payment shall be made on a regular payroll basis of twenty-six (26) pays on the same schedule as if the employee were working.
- 28.8 Sabbatical leaves of less than one (1) year may be granted by the Employer. The terms and conditions of any approved sabbatical leaves of less than one (1) year shall be mutually agreed upon by the Employer and the bargaining unit employee prior to final approval of the sabbatical leave.

## MILITARY LEAVE

Section 29

29.1 Administrators called to active military duty shall be granted all rights and privileges as required by law.

## JURY DUTY

Section 30

30.1 An administrator 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 a full day, the administrator shall report for his/her administrative assignment upon termination of jury 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.

## WORK YEAR

Section 31

31.1 A work year for 6<sup>th</sup> through 8<sup>th</sup> grade principals, assistant principals and elementary principals will be 203 days. Days added to the administrative work year will be compensated at a per diem rate. The work year will begin twelve (12) workdays (based on a Monday through Friday workweek) before the opening day of the teacher work year effective with the 2002/03 school year and will extend five (5) workdays after the closing day of the teacher work year. The 2001/02 school year will extend seven (7) workdays after the closing day of the teacher work year.

31.2 A work year for senior high assistant principals/athletic directors will be 213 days. Days added to the administrative work year will be compensated at a per diem rate. The work year will begin ten (10) workdays (based on Monday through Friday workweek) before the opening day of the teacher work year and will extend five (5) workdays following the closing day of the teacher work year, with the remaining twelve (12) workdays as approved by the Superintendent or his/her designated non-bargaining unit representative.

31.3 A work year for senior high principals, middle school principals, and special programs principal will begin July 1 and end June 30.

31.4 Up to four (4) additional days beyond the contract year may be required for (by way of illustration but not limitation) professional development, district retreat, team planning, etc. These days will be compensated at the administrator's per diem daily rate or trade-off time as requested by the bargaining unit employee.

31.5 Additional hours beyond the bargaining unit employee's work year may be

approved for (by way of illustration but not limitation) opening new buildings or closing buildings, curriculum work, interviewing, scheduling, etc. Additional hours approved by the Superintendent or designee and worked beyond the work years described in subsections 31.1 and 31.2 shall be compensated for, with prior mutual agreement between the employee and his/her immediate non-bargaining unit supervisor, in one of the following ways:

- a. At the bargaining unit employee's per diem hourly rate.
  - b. \$30 per hour.
  - c. Trade-off time as outlined in this contract (see Section 33).
- 31.6 Inclement weather days or other Act of God days shall be considered workdays, excluding any such days which must be made up as required by State law, the Department of Education rules/guidelines, or as approved by the Board of Education. Any such required makeup days may be added on at the end of the school year and worked as scheduled for teachers (and in such cases, the administrator may be directed not to work on the inclement weather day but on the makeup day). Bargaining unit employees who work on inclement weather days that are made up will accrue trade-off time for this work. Time accrued must be used on non-instructional days during the school year in which it was accrued.
- 31.7 Employees who are prohibited from reporting to work at their regular reporting time because of weather are to report as soon as conditions allow.
- 31.8 Principals attending parent-teacher conferences a minimum of three hours in length scheduled to last until at least 7:30 p.m. may substitute this time for a half-day originally scheduled in the school calendar when students are not in attendance during the school year.

## VACATIONS AND HOLIDAYS

## Section 32

- 32.1 The days of vacation included in the work year contracts described in subsections 31.1 and 31.2 are based on the principle that a school administrator who has direct responsibility for students should be in immediate supervision of his/her building whenever students are in attendance. Therefore, the days of vacation will normally include (if in the school calendar) Labor Day, Thanksgiving break, December break, spring break, Good Friday and Memorial Day.
- 32.2 Administrators with work years described in subsection 31.3 shall be entitled to twenty (20) days vacation.
- 32.3 Vacation days for bargaining unit employees with work years described in subsection 31.3 must be approved by the Superintendent or his/her designated non-bargaining unit representative. Vacation days are to be scheduled and taken during the year in which the vacation days are earned (unless advance

written permission is received from the Superintendent or his/her non-bargaining unit designee to schedule earned vacation days into the next fiscal year). When written permission is granted for scheduling vacation days into the next fiscal year, all such days are to be used within two months of the fiscal year in which they were earned.

- 32.4 Administrators with work years described in subsection 31.3 shall be entitled to ten (10) holidays as granted to other non-bargaining unit employees. The holidays are in addition to the days described in subsection 32.2.

## TRADE-OFF TIME

## Section 33

- 33.1 Trade-off time will be granted only when the bargaining unit employee is requested by his/her non-bargaining unit immediate supervisor to work during a weekend, holiday, or other non-contract day. Trade-off time may also be earned by working on inclement weather days or other Act of God days at the mutual agreement of the employee's non-bargaining unit supervisor. A written request must be made for trade-off time, in accordance with 31.5.c.
- 33.2 A written record of trade-off time earned will be maintained by the immediate non-bargaining unit supervisor and must be reported to the Human Resources Office within five (5) workdays of the time the employee earned/worked. A copy of the approved trade-off time will be sent to the employee.
- 33.3 Arrangements for time-off (due to being assigned to work during a weekend, holiday, or other non-contract day) will be by mutual agreement of the bargaining unit employee and the immediate non-bargaining unit supervisor.
- 33.4 Trade-off time earned in a fiscal year (July 1 through June 30) must be used by June 30 of the following fiscal year. A bargaining unit employee who does not use the trade-off time within this time limit will have unused trade-off time automatically added to the individual's accumulative sick leave balance.

## INSURANCE AND OTHER BENEFITS

## Section 34

### 34.1 HEALTH CARE

The Employer shall provide the Traverse City Area Public Schools Health Care Plan and pay single, two-person or full-family health care insurance premiums for each bargaining unit employee and his/her eligible dependents (costs shall be prorated for part-time employees) at the benefit levels in place during the fall of the 2004/05 school year with a \$10/\$40 co-pay on prescriptions and a \$200/\$400 deductible. The health coverage will be a Priority Health Point of Service Plan (with Health by Choice option) or a High Deductible Health Plan (HDHP) (with Health by Choice Option) with a Health Savings Account option. Members participating will share equally in 100% of the cost savings.

- 34.2 Employees electing Priority will have no employee health care deductions from their paychecks and will pay no employee health care deductions (pro-rated by full-time equated) for the remainder of the 2004/05 school year. In 2005/06 and subsequent years the Employer will pay the first five percent in premium increases for July through June, the employee will pay the next five percent in premium increases and increases above 10% will be split with the Employer and employee to a maximum of \$50 per 21 pays for employees.
- 34.3 An insurance committee will be formed with TCAA/Administration in order to study other insurance options which may be beneficial to both parties.
- 34.4 If Employer costs exceed the amounts identified in Subsection 34.2, 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 amounts indicated in Subsection 34.2
- 34.5 The Employer reserves the right to change carriers during the life of the contract providing the benefits are substantially equivalent to benefits in the plan identified in Subsection 34.1 above.
- 34.6 Dual family coverage for both husband and wife shall not be permitted.
- 34.7 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 that the employee is entitled to receive.
- 34.8 The Employer shall pay up to full-family dental insurance premiums for the dental care for eligible members in the family. The program and benefits will be as stipulated by the Employer.
- 34.9 The Employer will provide vision care benefits up to full-family coverage. The program and benefits will be as stipulated by the Employer.
- 34.10 Benefits for employees will become effective the first of the month following the month the employee becomes eligible for said benefits. Eligibility for fringe benefits is based on the acceptance of a written application by the insurance provider. Enrollment for fringe benefits will be accepted by the insurance company only during the established open enrollment period of each year or for new employees within thirty (30) days from the date of eligibility.

34.11 It is understood that the contract year for insurance coverage is twelve (12) months.

34.12 Employees who do not sign up for benefits will be given \$323 in gross wages per month. Employees may choose to keep the \$323 as additional wages or select a tax sheltered annuity through a Section 125 plan. In order to participate in this program, the administrator 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.

#### 34.13 LONG-TERM DISABILITY INSURANCE

The Board of Education shall provide a disability insurance plan with provisions similar to the following:

- a. Begins after being disabled for three (3) months.
- b. Pays at a rate of 60% (as described in the policy) until the end of the school year in which the disability occurs (based on a maximum benefit of \$6,000 monthly).
- c. Pays at 60% after the end of the year in which the disability occurs (as described in the policy) (based on a maximum benefit of \$6,000 monthly).

#### 34.14 TRAVEL INSURANCE

The Board of Education shall maintain travel accident insurance for all approved school district trips in the sum of \$50,000 for accidental death.

#### 34.15 GROUP LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT

The Employer shall maintain a group life and accidental death and dismemberment insurance program in an amount which equals two (2) times the administrator's annual base salary.

#### 34.16 PHYSICAL EXAMINATION

The Board of Education will pay that portion of cost not covered by health care insurance toward an annual physical examination not to exceed \$175.

#### 34.17 TRAVEL ALLOWANCE

An administrator will be under one of the following options ("a" or "b") for travel allowances, subject to the approval of the Superintendent (or assigned a vehicle as noted in "c").

- a. Yearly stipend to be paid for travel within the school district per Business

Office procedures. Required and pre-approved travel out of the school district may be reimbursed upon request.

- b. The prevailing per-mile district rate, as established by the Employer, for travel in the school district. The following procedure shall be in effect for those administrators who select option "b":
  - (1) daily mileage recorded (as per chart of distance posted)
  - (2) tabulated monthly
  - (3) submitted for payment to Business Office quarterly
- c. Administrators who are provided a vehicle for school use will not select from the above options.
- d. The Employer will review and consider adjusting the rates as established in Subsection 34.17.a in any year the prevailing per-mile district rate is adjusted as noted in Subsection 34.17.b.
- e. Employees who have been assigned an ongoing extra assignment such as Ready 4, Program for Expelled Students, Drug Free Schools, Shared Time, etc. that requires district travel will be allowed to collect mileage at the prevailing rate in the district during that specific assignment.

#### 34.18 WORK-RELATED INSURANCE COVERAGE

The Board shall provide at no expense to the administrator a wrongful acts type policy equal to or greater than the one now in effect of one million dollar coverage and the Board shall assume any deductible amounts thereunder. In the event the administrator is sued by virtue of his/her capacity as an administrator, the Board shall provide legal counsel and representation in any such legal action providing the Board shall determine that the administrator has acted within the scope of the Board policy in the administrative assignment.

#### RETIREMENT PAY

Section 35

- 35.1 Retirement pay will be granted at the rate of twenty (20%) percent of the administrator's base pay in effect at the time of retirement, if said person can satisfy all three of the following stipulations:
- a. Has completed a minimum of ten (10) years with Traverse City Area Public Schools, and
  - b. Has accumulated sick leave days equal to or in excess of one half of the maximum authorized ( $150 \times 1/2 = 75$  days or  $130 \times 1/2 = 65$  days), and
  - c. Qualifies and has received approval to begin drawing retirement benefits within one year under the policy of the Michigan Public School Employee Retirement Fund System.

35.2 The Board of Education shall establish the amount of retirement pay for those administrators who do not meet the requirements of "a" and "b" above as a minimum of \$5,000 (providing s/he has completed five (5) years as an administrator with the Traverse City Area Public Schools).

35.3 To be eligible for retirement pay under Section 35.1, 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 are an administrator in order to be eligible for retirement pay under Section 35.1.

35.4 In the event of the death of an administrator, the retirement pay shall be paid to the administrator's beneficiary or estate.

36.1 SALARY SCHEDULE

Section 36

	<u>2009/10</u>
Positions	
a. Senior High Principal	\$103,658
b. Middle School Principal	\$99,878
c. Senior High Assistant Principal/Athletic Director	\$86,894
d. Director of Montessori	\$83,037
e. Assistant Principal	\$83,037
8 <sup>th</sup> Grade Principal	\$83,037
7 <sup>th</sup> Grade Principal	\$83,037
6 <sup>th</sup> Grade Principal	\$83,037
f. Elementary Principals	\$83,037
g. Secondary School Principal	\$83,037
h. Assistant Elementary School Principal	\$71,400

36.2 LONGEVITY SCHEDULE

Years	Percent
4-7 .....	5.5%
8-11 .....	6.5%
12-15.....	7.5%



16+..... 8.5%

**36.3 DEGREE SCHEDULE**

Master's Degree .....	\$ 500
Master's Degree+30.....	\$1,000
Specialist Degree .....	\$1,250
Doctorate .....	\$2,000

- 36.4 Administrators who apply and are assigned as mentor principals shall receive an annual \$1,000 stipend for performing mentor principal duties.
- 36.5 Administrators are placed on only one longevity schedule and one degree schedule as eligible. The longevity schedule is based on the base salary as noted in Subsection 36.1 above.
- 36.6 Positions "a" through "h" (Subsection 36.1 above) shall be identified as bargaining unit position classifications. All bargaining unit vacancies shall be filled as TCAA positions as recognized in Sections 1.1 and 1.2. No vacancies shall be filled as non-bargaining unit positions with the exceptions of emergency situations, preventing administrative layoffs, partial year vacancies, part-time assistance to buildings and schools with an insufficient number of students to warrant a regular administrative position unless mutually agreed upon by the TCAA and administration.
- 36.7 Employees shall be paid in twenty six (26) or twenty seven (27) installments annually depending upon the number of payroll periods in each employee's contract year.

**MENTORSHIP**

**Section 37**

- 37.1 Mentors will be provided to first year probationary administrators. Mentors may also be provided to second year probationary administrators on a case-by-case basis.
- 37.2 Administrators who apply and are assigned as mentors, shall receive an annual one thousand dollar (\$1,000) stipend for performing mentor duties. Duties of mentors shall follow guidelines established between the Association and the Employer.

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TRAVERSE CITY AREA PUBLIC SCHOOLS

TRAVERSE CITY, MICHIGAN

ADMINISTRATIVE  
**CONTRACT**  
**ADDENDUM "A"**

Revised  
June, 2008

# ADDENDUM "A" TO ADMINISTRATIVE CONTRACT

The following guidelines, leave privileges, insurance and fringe benefits constitute a part of all non-bargaining unit administrative contracts:

## I. LEAVE PRIVILEGES

### A. VACATIONS

1. A 52 week work year contract = 20 days.
2. A 45 or 43 week work year contract = approximately 15 days as more specifically set forth in item I.A.7. below:
3. Vacation days must be approved by the Superintendent or his/her designee and are to be scheduled and taken during the year in which the vacation days were earned (unless advance written permission is received from the Superintendent or his/her designee to schedule earned vacation days into the next fiscal year). When written permission is granted for scheduling vacation days into the next fiscal year, all such days are to be used within two months of the fiscal year in which they were earned.
4. A 52 week work year will begin July 1 and end June 30.
5. A 43 week work year will begin twelve (12) workdays (based on Monday-Friday workweek) before the opening of the teacher work year and will extend five (5) workdays following the closing day of the teacher work year, or as approved by the Superintendent or his/her designated representative. An additional ten (10) days will be worked under a 45 week work year as mutually approved by the employee and the Superintendent.
6. Days worked beyond the 45 or 43 week work year shall be compensated for, with prior mutual agreement between the employee and his immediate supervisor, in one of the following ways:
  - a. At a per-diem daily rate.
  - b. Trade-off time as outlined in Section I.G. in this Addendum.
7. The days of vacation included in the 45 and 43 week work year contracts are based on the principle that a school administrator who has direct responsibility for students should be in immediate supervision of his/her building whenever students are in attendance. Therefore, the days of vacation will normally include (if in the school calendar) the two (2) weeks at Christmas and the one (1) week of spring vacation.

## **B. SICK LEAVE**

1. A 52 week work year contract = 12 days per year accumulative to a maximum of 150 days.
2. The 45 and 43 week work year contracts = 10 days per year accumulative to a maximum of 130 days.
3. Administrators, when absent for illness, shall follow the established sick leave procedures and submit the appropriate form to their immediate supervisor.
4. When an administrator's sick leave has been exhausted, up to thirty (30) additional sick leave days may be granted from an administrative catastrophic sick leave reserve.
  - a. To establish a catastrophic sick leave reserve, each administrator will be asked to contribute one (1) of his/her accumulated sick leave days to the Catastrophic Sick Leave Reserve. An additional day will be requested when the reserve is depleted. An administrator may contribute more than one day (up to ten days) each time the reserve is depleted and a request is made for more days.
  - b. To be eligible to draw from the reserve, the administrator must have contributed a day to the reserve.
  - c. To be eligible to draw from the reserve, the administrator must present a doctor's certificate of illness or injury to the Human Resources Office.
  - d. The Catastrophic Sick Leave Reserve shall be available only for major personal illness/injury (not compensable under workers' compensation), not on a daily basis or to cover routine illness.

## **C. ILLNESS IN THE IMMEDIATE FAMILY**

Illness without loss of salary will be allowed not to exceed twelve (12) workdays annually for 52 work week administrators and not to exceed ten (10) work days annually for all other administrators for illness in the immediate family. Such absence shall be deducted from the administrator's sick leave accumulation.

- a. The definition for "immediate family" shall be defined as spouse, child, sibling, parent, parent-in-law, or those who reside in the same household. Days in addition to the twelve (12) or ten (10) days annually may be approved, in unusual circumstances and upon written request, for illness in the immediate family. Approval of additional days will be at the sole discretion of the Employer. When approved, such absences shall be deducted from the administrator's sick leave accumulation.
- b. In unusual situations, and upon written request, the Employer may, in its sole discretion, grant additional days from the administrator's accumulated sick days for serious illness of relatives not listed above.
- c. Approval of any additional days shall not be precedent-setting or considered to establish "past-practice."

### **C. FAMILY MEDICAL LEAVE ACT**

Pursuant to Federal Law, the Board of Education shall provide, when an employee has worked for the District for a period covering at least twelve months since the last such leave, and has worked at least 1250 hours within the twelve months before the leave is to begin, up to 12 work weeks of unpaid leave for the birth or care of a child; the adoption or foster care of a child; the care of a spouse, son, daughter, or parent with a serious health condition or a serious health condition of the employee which disables him/her from the function of his/her position. All accrued paid vacation time, sick leave, or personal leave time shall be used during the family leave described in this policy. Employees may receive pay during all or a portion of this leave based on accrued but unused vacation, sick or personal leave balances.

### **E. PERSONAL BUSINESS LEAVE**

Absence may be granted without loss of salary, upon written request and approval by the immediate supervisor, for up to two (2) personal business leave days per year. Any personal business leave days not used will be added to accumulated sick leave days as long as the administrator has followed established procedures when requesting, taking, and reporting illness, bereavement, and personal business leave days.

### **F. BEREAVEMENT**

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, grandparent-in-law, grandchild, or dependent. Absence may be approved for the death of other individuals as approved by the immediate supervisor and a designated non-bargaining unit administrator at the sole discretion of the Employer.

### **G. TRADE-OFF TIME**

- a. Trade-off time shall not be granted when an administrator works on any regular contract day, nor only at the request or for the convenience of the individual employee. Trade-off days shall be used sparingly and shall be “exception” rather than a routine way of solving a need.
- b. A written record of trade-off time earned and worked will be maintained by the immediate supervisor and will be reported to the Human Resources Office at the end of each payroll period.
- c. Arrangements for time off (due to being assigned to work during a weekend, holiday, or other non-contract days) will be by mutual agreement of the administrator and immediate supervisor.
- d. Trade-off time shall be used within 365 consecutive calendar days from the date on which it was earned. An employee who does not use the trade-off time within this time limit will have unused trade-off time automatically added to the individual’s accumulative sick leave balance.

**H. SABBATICAL LEAVE LANGUAGE**

Administrators may apply for a sabbatical leave on the same basis and under the same conditions as outlined in the current contract covering certificated teachers.

**II. EVALUATION**

- A. The responsibility for administrative evaluation lies solely with the Superintendent and/or his/her designated representative. Employees will be evaluated a minimum of once every two (2) years, and may be evaluated annually. Probationary administrators will be evaluated during each year of probation.
- B. Criteria for administrative evaluation, with input from the evaluatee, may include (by way of illustration and not limitation) the following:
  - a. Performance objectives
  - b. Overall administrative leadership and performance
  - c. Self-assessment through feedback
  - d. Contribution to the management team
  - e. Personal/professional growth
- C. Each newly appointed administrator will be on probationary status for the first two (2) years of employment. During the probationary period, an employee may be released at the discretion of the Superintendent and Board or reassigned to another position for which s/he is certified and qualified.
- D. After the probationary period, termination of an administrator shall be according to the process as provided for in Section 247 of the School Code of 1976, as amended.

**II. LONGEVITY AND DEGREE COMPENSATION SCHEDULE**

**A. LONGEVITY SCHEDULE**

<u>Years</u>	<u>Percent</u>
4-7 .....	5.5%
8-11.....	6.5%
12-15.....	7.5%
16+.....	8.5%

**B. DEGREE SCHEDULE**

Bachelor’s Degree.....	\$ 250
Master’s Degree.....	\$ 500
Master’s Degree + 30.....	\$1,000
Specialist Degree.....	\$1,250
Doctorate Degree.....	\$2,000



## **II. INSURANCE**

### **A. HEALTH CARE INSURANCE**

The Board of Education shall provide the Traverse City Area Public Schools Health Care Plan and pay \$387.33 monthly for single, \$852.06 for two-person, or \$1125.19 for full-family health care insurance premiums for each bargaining unit employee and his/her eligible dependents (costs shall be prorated for part-time employees) with \$100/\$200 deductible and \$10/\$40 co-pay on prescriptions.

A High Deductible Health Plan (HDHP) is also available to each bargaining unit employee and his/her eligible dependent that includes an employer funded Health Savings Account (HSA). The employer will contribute equivalent funds to each HDHP enrollee to match the above listed amounts. The funds will be paid in the form of monthly premiums, HSA contributions, and composite incentive payments.

### **B. LONG-TERM DISABILITY INSURANCE**

The Board of Education shall provide administrators with a long-term disability plan. Any change made in the plan will be discussed in a general meeting with employees prior to implementation.

### **C. TRAVEL INSURANCE**

The Board of Education shall maintain travel accident insurance for all approved School District trips in the sum of \$50,000 for accidental death.

### **D. GROUP LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

The Board of Education shall maintain a group life and accidental death and dismemberment insurance program in an amount, which equals two (2) times the administrator's annual base salary.

### **E. DENTAL INSURANCE**

The Board of Education will pay up to full family dental insurance with an orthodontic rider. The Board will name the carrier or third party administrator.

### **F. VISION INSURANCE**

The Board will provide vision care benefits up to full family coverage. The carrier or third party administrator will be selected by the Board.

## **G. PHYSICAL EXAMINATION**

The Board of Education will pay that portion of cost not covered by insurance toward an annual physical examination, not to exceed \$175.

## **H. TAX-SHELTERED ANNUITY OR MUTUAL FUND**

Administrators not selecting medical insurance coverage will be compensated by an amount not to exceed \$323.00. Administrators may select a tax-sheltered annuity or mutual fund, from the district's recognized list of plans qualifying under Section 403 (b) of the Internal Revenue Code or may choose to receive this amount in cash. In order to receive the additional compensation, administrators must show proof of medical insurance under another plan. Responsibility for enrollment in the program rests with the employee. An annual election form must be completed and signed by the employee. This form must be returned to the Fringe Benefits Specialist in the Human Resources Department.

## **I. MEDICAL AND DEPENDENT CARE REIMBURSEMENT ACCOUNTS**

Employees may choose to set aside pre-tax dollars through payroll deductions to pay for unreimbursed medical and dependent care expenses. Employees may elect up to \$5,000 in an IRS Section 125 Plan Medical Reimbursement Account and/or \$5,000 in an IRS Section 125 Plan Dependent Care Reimbursement Account. Employees must enroll in these plan/s during the open enrollment period (as communicated by the District) and elections may not be changed or revoked unless the employee experiences a qualifying event. Any money set aside in the plan that is not reimbursed to the employee by the end of the plan reverts back to the District (as required by the IRS) to reimburse the District for administrative costs associated with the plan.

## **J. CONTINUATION OF BENEFITS (COBRA)**

Any school employee covered under the employer-sponsored health, dental and/or vision plans who loses coverage under these plans because of voluntary or involuntary termination of employment (other than termination for gross misconduct), retirement, or a reduction in the employee's work hours resulting in ineligibility for the group plan is eligible to continue those benefits. Premiums are paid by the individual and coverage may last for up to 18-months (36 months for eligible dependents depending on circumstances).

## **II. TRAVEL ALLOWANCES**

- A. Administrators who are not provided a vehicle for use in their assignment will be under one of the following options (1 or 2) for travel allowances, subject to the approval of the Superintendent.
  1. Yearly stipend to be paid for travel within the school district per Business Office procedures. Required and pre-approved travel out of the school district may be reimbursed upon request.

2. The prevailing per mile district rate, as established by the Board, for travel in the school district. The following procedure shall be in effect for those administrators who select Option 2.
  - a. Daily mileage recorded (as per chart of distances posted)
  - b. Tabulated monthly
  - c. Submitted for payment to Business Office quarterly
- B. Administrators who are provided a vehicle for school use will not select from the above options.

## **II. OTHER FINGE BENEFITS**

### **A. WORK-RELATED INSURANCE COVERAGE**

The Board shall provide at no expense to the administrator a wrongful acts type policy (\$1,000,000 or more coverage) and the Board shall assume any deductible amounts thereunder. In the event the administrator is sued by virtue of his/her capacity as administrator the Board shall provide legal counsel and representation in any such legal action provided the Board shall determine that the administrator has acted within the scope of Board policy and the administrative assignment.

### **B. WORKSHOPS/SEMINARS**

An administrator who has the approval of the Superintendent or his/her designee to attend a workshop or seminar on behalf of the school district shall be reimbursed for all reasonable costs incurred including registration fees, meals, lodging and travel expenses, reasonably incurred.

### **C. RETIREMENT PAY**

1. Retirement pay will be granted at the rate of twenty percent (20%) of the administrator's base pay in effect at the time of retirement, if said person can satisfy all three stipulations;
  - a. Has completed a minimum of ten (10) years with Traverse City Area Public Schools, and
  - b. Has accumulated sick leave days equal to or in excess of ½ of the maximum authorized ( $150 \times \frac{1}{2} = 75$  days or  $130 \times \frac{1}{2} = 65$  days), and
  - c. Qualifies and has received approval to begin drawing retirement benefits within one year under the policy of the Michigan Public School Employees Retirement Fund System.
2. The Board of Education shall establish the amount of retirement pay for those administrators who do not meet the requirements of "a" and "b" above as a minimum of \$5,000 (providing s/he has completed five (5) years as an administrator with the Traverse City Area Public Schools).

3. To be eligible for retirement pay, 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 are an administrator in order to be eligible for retirement pay.
4. In the event of the death of an administrator, the retirement pay shall be paid to the administrator's beneficiary or estate.

#### **D. CONTINUING EDUCATION**

The Board of Education, believing that continued study by its administrative staff is in effect a method of improving administrative leadership skills and abilities will aid administrators financially on credit courses taken beyond the master's degree.

Administrators taking courses at State-supported accredited institutions in Michigan will be reimbursed at the rate of one-half (1/2) of the tuition charges made by the institution offering the course.

Administrators taking courses out-of-state at an accredited institution will be reimbursed at the rate of one-half (1/2) of the tuition charges of the institution, but not to exceed one-half (1/2) of the current tuition rate charged by Michigan State University.

An administrator must be on a planned, approved program for advanced degree to be reimbursed by the Employer for courses taken, or must be taking courses required to maintain administrative certification.

Administrators taking courses not leading to an advanced degree or required to maintain administrative certification may be reimbursed under this procedure upon prior written approval. If the course is not part of an approved program for an advanced degree, to gain approval, the administrator must state in writing specific benefits which will be derived from the course to be taken, written requests for approval are to be submitted to the Human Resources Office. The Employer reserves the right, in its sole discretion, to approve or disapprove such requests.

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. The transcript of credit and cancelled check will suffice as evidence.

A bargaining unit employee may request approval from the Superintendent to attend college classes during normal working hours, provided the employee submits a plan showing how his/her working hours will be adjusted to adequately cover his/her administrative responsibilities. Approval of such requests shall be at the sole discretion of the Superintendent.

#### **E. EMPLOYEE ASSISTANCE PROGRAM (EAP)**

Employees and eligible dependents may participate in an important benefit that is designed to enhance personal mental health and the well being of the employees' families. The Employee Assistance Program (EAP) provides, at no cost, confidential short-term assessment and referral by qualified and experienced counselors. The counselors will help employees and/or family members define personal problems and assist with resolutions.

**F. MICHIGAN EDUCATION SAVINGS PROGRAM (MESP)**

Employees may choose to participate in the Michigan Education Savings Program offered through the Michigan Department of Treasury and managed by TIAA-CREF. While employee contributions to the plan are with after tax dollars through payroll deduction, employees may take a State income tax deduction of \$10,000 for joint filers and \$5,000 for individuals. Proceeds can be used for tuition, room and board, supplies, fees and books. Matching grants are available through the State for eligible beneficiaries.

HumanResources/AdminAddendumA