

TRAVERSE CITY AREA PUBLIC SCHOOLS

**EXECUTIVE TEAM & CABINET MEMBERS
CONTRACT
ADDENDUM “A”**

Revised
July 1, 2023 - June 30, 2026

ADDENDUM "A" TO EXECUTIVE TEAM & CABINET MEMBERS

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 = 25 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. Employees may carry over a maximum of five (5) days (using current FTE) from one year to the next. Employees may receive up to forty (40) hours of accrued but unused vacation time that would otherwise have been lost if not used by June 30th of any given year. Any accrued but unused vacation time over the allotted 5 days will be forfeited July 1.
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/her 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.
8. Executive Team & Cabinet members have the option to request pay for up to 40 hours of accrued but unused vacation time that would otherwise have been lost if not used by June 30th of any given year.

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 upon the most recent request.
 - c. To be eligible to draw from the reserve, the administrator must present a doctor's certificate of illness or injury to the Compensation and Benefits 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 workweek 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, step child, step parent, step brother, step sister, step grandparent, 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.”

D. FAMILY MEDICAL LEAVE ACT

Pursuant to Federal Law, the Board of Education 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 1,250 hours within the twelve months before the leave is to begin, up to 12 workweeks 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. Employees may receive pay during all or a portion of this leave based on accrued but unused vacation, sick or personal leave balances.

Current and newly hired Administrators will be credited a one-time bank of 60 paid sick days that will be maintained separate from the personal sick time accrual and the sick bank benefit. These 60 days can be used in the event of a FMLA qualifying medical condition of the staff member only. To be eligible to draw from this bank of days, the Administrator must present a doctor’s certificate of illness or injury to the Compensation and Benefits Office. These days do not qualify for payout of any sort at the time of separation from the District and are intended to protect the Administrator from loss of pay due to an FMLA qualifying medical condition.

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, dependent, or in the case of an employee or employee’s spouse who suffers a miscarriage. 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

Trade-off time shall not be granted when an administrator works on any regular contract day, not only at the request or for the convenience of the individual employee. Trade-off days shall be used sparingly and shall be the “exception” rather than a routine way of solving a need.

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.

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.

Trade-off time shall be used within the fiscal year in 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 paid at the end of the fiscal year (June 30).

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 TCEA Master Agreement.

II. EVALUATION

1. The responsibility for administrative evaluation lies solely with the Superintendent and/or his/her designated representative. Employees may be evaluated annually. Probationary administrators will be evaluated during each year of probation.
2. 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 rating
 - c. Self-assessment through feedback
 - d. Contribution to the management team
 - e. Personal/professional growth
3. Administrators who receive a highly effective year end evaluation rating for two consecutive years may move to biennial evaluations, instead of annually, so long as they continue to maintain a highly effective rating.
 - a. 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 of Education or reassigned to another position for which s/he is certified and qualified.
 - b. 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.

III. WAGES, LONGEVITY AND DEGREE COMPENSATION SCHEDULE

A. WAGES

The salary schedule will be modified effective July 1, 2023 and be extended for 2023/24, 2024/25 and 2025/26 as follows: The 2023/24 salary schedule, which currently reflects a 1.5% increase from 2022/23, will be modified to include a 1.5% salary increase for 2023/24, a 2% for 2024/25, and 2024/25 will be 1.5% salary increase. Additionally, effective July 1, 2023 only, Executive Team and Cabinet members will have the option of receiving a \$3,000 payout or a \$5,000 annual 403(b) contribution.

B. LONGEVITY SCHEDULE

Employees will move one year on the longevity schedule for 2023/24, 2024/25, and 2025/26.

<u>Years</u>	<u>Percent</u>
4-7	6.0%
8-11	7.0%
12-15	8.0%
16-19	9.0%
20-24	11.0%
25+	12.0%

Movement on the longevity schedule is dependent upon receiving an effective or highly effective rating (or comparable as established by law) on the previous year's evaluation

C. DEGREE SCHEDULE

Bachelor's Degree	\$ 500
Master's Degree	\$1,000
Master's + 15	\$1,500
Master's Degree + 30	\$2,000
Specialist Degree	\$2,000
Doctorate Degree	\$2,500

IV. INSURANCE

A. HEALTH CARE INSURANCE

The Board of Education shall provide each Executive Team & Cabinet member the option to choose from five (5) different MESSA plans. Part-time employees will be prorated accordingly. For detailed information on the plans offered, including current deductible amounts, please visit the [Non-Affiliated Administrator webpage](#).

The Board of Education will provide contributions for single, two-person, and full family medical insurance at the maximum allowed by law (hard cap) permitted in Section 3 of the Publicly Funded Health Insurance Contribution Act. Premium costs above the hard cap will be paid for by employees through payroll deduction. For those employees choosing a high deductible plan, the Board of Education will credit employee Health Savings Accounts any difference (savings) between hard cap and premium costs for medical insurance. There will be no refund or credit for Choices plans where the premium is lower than the cap. The parties will convene to discuss cost containment if insurance premium costs go up equal or greater than ten percent (10%).

All dependents on an active Administrator employee's medical (including dental and vision) plan through TCAPS will be allowed to maintain coverage through the end of the calendar year they turn 26.

Administrator employees not selecting medical insurance coverage will be compensated by an amount not to exceed \$323.00 per month. In order to receive the additional compensation, administrators must show proof of medical insurance under another plan each year. Responsibility for enrollment in the program rests with the employee. An annual election form must be submitted electronically by the employee.

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 \$100,000 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 provide dental care benefits up to full family coverage: Delta Dental (100/100/100, \$1,500 annual max per person; 50% orthodontics, \$1,000 lifetime max per person) administered by MESSA.

F. VISION INSURANCE

The Board of Education will provide vision care benefits up to full family coverage: VSP-3 Plus P-250CL administered by MESSA.

G. TAX-SHELTERED ANNUITY OR MUTUAL FUND

1. 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. Responsibility for enrollment in the program rests with the employee.

2. **403(b) CONTRIBUTION**

Effective July 1, 2024, Cabinet members will receive a \$5,000 annual contribution to an individual 403(b) account.

H. 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 \$2,850 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.

I. 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).

V. 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 of Education, 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 monthly
- B. Administrators who are provided a vehicle for school use will not select from the above options. It is understood pursuant to IRS Code that a school provided vehicle is for school use only (no personal use except commuting to and from work) and that this benefit is considered a taxable fringe benefit.

VI. OTHER FRINGE BENEFITS

A. WORK-RELATED INSURANCE COVERAGE

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

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;

1. Has completed a minimum of ten (10) years with Traverse City Area Public Schools, and
2. 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.

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.

The Board of Education shall establish the amount of retirement pay for those administrators with less than ten (10) years as an administrator with the district. All administrators who do not meet the requirements of "1" above shall receive \$5,000 retirement pay (so long as the administrator has at least five (5) years as an administrator at Traverse City Area Public Schools).

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

Payment for retirement pay and/or accrued but unused vacation time will be made through the employee's 403b or 457 account. If a current 403b or 457 account is not available, please contact the Compensation and Benefits Office.

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 an 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 approval. If the course is not part of an approved program for an advanced degree, to gain approval, the administrator must state the specific benefits which will be derived from the course to be taken. Requests for approval are to be submitted to the Compensation and Benefits 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 Compensation and Benefits Office. The transcript of credit and canceled 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.

G. MICHIGAN EDUCATION TRUST (MET)

Employees may choose to participate in the Michigan Education Trust (MET). MET allows parents, grandparents, businesses, and others to pre-purchase undergraduate tuition for a child residing in Michigan at any Michigan public university or college, including 28 public community colleges.

H. PROFESSIONAL LIABILITY

The District will defend, indemnify and hold the Executive Team & Cabinet member harmless from and against all claims, suits, judgments, liabilities, costs and expenses, of a civil nature and excluding criminal matters, arising from actions taken or decisions made in good faith within the scope of employment while being an Executive Team & Cabinet member. The Executive Team & Cabinet member shall give the Board notice of any claim for defense and indemnification hereunder promptly upon knowledge of any possible claim or action against the Executive Team & Cabinet member. The Board shall have the right to appoint the attorney and conduct the defense of any such claim or action. If, in the opinion of the Board, the Executive Team & Cabinet member fails to fully cooperate in the defense of any claim or action, then this provision of defense, indemnify and save harmless shall become null and void. This paragraph survives the termination and expiration date of the employment contract.

The Executive Team & Cabinet member shall be subject to discharge only for reasons that are not arbitrary or capricious. Prior to discharge under this provision, the Executive Team & Cabinet member shall be provided with written notice of charges and an opportunity for a hearing before the Board, which may be held in closed session at the Executive Team & Cabinet member's request as allowed by the Open Meetings Act. The Executive Team & Cabinet member may be represented by counsel at the hearing at the Executive Team & Cabinet member's own expense. In

the event of termination by the Board following the hearing, the Executive Team & Cabinet member's contract shall automatically terminate, and the Board shall have no further obligation to the Executive Team & Cabinet member.