

TRAVERSE CITY
Education Association



Master Agreement
September 1, 2023 – August 31, 2026

TCAPS
Traverse City Area Public Schools
Great Community, Great Schools

**TRAVERSE CITY AREA PUBLIC SCHOOLS
TRAVERSE CITY EDUCATION ASSOCIATION**

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WITNESSETH

The Board and the Association recognize that teaching is a profession. The Board and the Association believe that the objectives of the educational program are realized to the highest degree when mutual respect, understanding, cooperation, and effective communication exist between the Board and the Association.

RECOGNITION

Section 1

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

AGREEMENT

Section 2

- 2.1 This Agreement entered into by and between the Traverse City Education Association/Michigan Education Association/National Education Association, hereinafter called the “Association” and/or the “TCEA/MEA/NEA” and the school district of Traverse City, hereinafter called the “Employer” and/or the “District” and/or the “Board”.
- 2.2 Further it is specifically agreed that where rights and benefits within the contract are specified as accruing to the “Association” the word “Association” shall be interpreted to mean only those employees of the Traverse City Area Public Schools and any rights or benefits granted in this contract shall not accrue to other members of the MEA/NEA.
- 2.3 All terms of this Agreement shall be binding on both parties and shall supersede and cancel all previous Agreements, verbal or written or based on alleged past practices, between the Employer and the Association which are contrary to or inconsistent with the terms of this Agreement.

- 2.4 Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto. Individual teacher contracts shall be subject to the terms of this Agreement.
- 2.5 If any provision of this Agreement or application thereof shall be found contrary to law, then such provision or application shall be deemed not valid, but all other provisions or applications shall continue in force and effect.

DURATION OF AGREEMENT

Section 3

- 3.1 The provisions of this Agreement shall become effective as of the date ratified by both parties, and shall continue in full force and effect until August 31, 2026.
- 3.2 In accordance with the Public Employment Relations Act (PERA) an emergency manager appointed under local government and school district fiscal accountability act shall be allowed to reject, modify, or terminate the collective bargaining agreement as provided in the local government and school district fiscal accountability act.

This clause is included in this agreement because it is legally required by state law. The parties did not agree to this provision. By signing this agreement, the Union does not agree or acknowledge that this provision is binding either on the Union or on the Employer. The Union reserves the rights to assert that this clause is unenforceable.

- 3.3 In witness whereof, the parties have hereunto set their hands this 12th day of June, 2023.

3.4 TRAVERSE CITY EDUCATION ASSOCIATION, MEA/NEA

By Mary McCullen Date: 8/9/23
 Chief Spokesperson

By Mild Hays Date: 8/17/23
 President

TRAVERSE CITY AREA PUBLIC SCHOOLS BOARD OF EDUCATION

By _____ Date: _____
 President

By _____ Date: 8/31/23
 Superintendent

By _____ Date: _____
 Chief Spokesperson

CONTINUITY OF OPERATIONS

Section 4

- 4.1 The Association and its members recognize that the cessation or interruption of professional services by teachers is contrary to law and public policy. Therefore, the Employer and the Association agree, in keeping with the ethics of the teaching profession, that all differences between them shall be resolved by the orderly procedures provided herein, without interruption of the school program. Accordingly, the Association and its members agree that during the term of this Agreement, they will not authorize, instigate, participate in, encourage or support any strike or any other form of work cessation or interruption of professional services and pledge themselves to the purpose of ensuring continuation of the established educational program of the school district.

SCHOOL REFORM PLANS

Section 5

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

GRIEVANCE PROCEDURE

Section 6

- 6.1 Definitions which apply to this section:
 - a. A grievance is a written complaint by a teacher or the Association that there has been a violation, misinterpretation, or misapplication of the express terms of this Agreement.
 - b. A "day" means a weekday (Monday through Friday), exclusive of Saturday, Sunday, or legal holidays (See Subsection 6.8 for vacation period exception).

6.2 Level I

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

6.3 Level II

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

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

6.4 Level III

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

6.5 Level IV

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

6.6 Powers of the Arbitrator

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

- a. S/he shall have no power to add to, subtract from, alter or modify any of the terms of this Agreement.
- b. S/he shall have no power to establish salary structures or change any salary, but may rule on the proper placement of persons on the established salary schedules.
- c. S/he shall have no power to rule on any of the following:

- (1) The termination of services of or failure to reemploy any teacher.
 - (2) The termination of services of or failure to reemploy any probationary non-teaching professional staff member.
 - (3) The termination of services or failure to re-employ any teacher to a position on the extracurricular schedule.
 - (4) Any matter involving the content of a teacher evaluation.
 - (5) Any matter involving the content of a probationary non-teaching professional staff member evaluation.
 - (6) Any provision of this Agreement which contains an express exclusion from the procedure.
 - (7) Discipline of a teacher.
 - (8) Discipline of a probationary non-teaching professional staff member.
- d. The Arbitrator shall have no power to change any practice, policy or rule of the Board.
- e. Both parties agree to be bound by the award of the Arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
- f. The Arbitrator's fees shall be borne equally by the parties. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.
- g. When a party unilaterally initiates action to cancel or postpone arbitration, the fees resulting from the cancellation or postponement will be borne solely by the party taking action to cancel or postpone.
- 6.7 A grievance must be filed in writing at Level II within fifteen (15) days of the violation, misinterpretation, or misapplication of the contract provision, or within fifteen (15) days of the discovery of the grievable situation, but in any event, no later than ten (10) days after the expiration of this Agreement.
- 6.8 The time limits established by this grievance procedure shall be strictly construed; provided, however, the parties to this Agreement reserve the right to mutually extend or alter said time limits in writing. During a vacation period, the time limits established by this grievance procedure shall be extended ten (10) days upon the written request of either party. Any grievance procedure not advanced to the next step of the grievance procedure within the time limits specified shall be deemed abandoned.
- 6.9 In the event the Employer's representative fails to respond to a grievance within the time limits specified, said grievance shall be deemed denied and subject to advancement to the next step of the grievance procedure.
- 6.10 Notwithstanding the expiration of this Agreement, any claim or grievance arising during the term of this Agreement and timely filed, may be processed as herein provided until resolution.

- 6.11 For the purpose of assisting a teacher or the Association in the processing of a grievance, the Employer shall permit the affected teacher access to and the right to inspect and acquire copies of his/her personnel file and any other recorded evaluations which pertain to the teacher. A representative of the Association may accompany and assist the teacher in this regard. Confidential letters of reference may be excluded from the materials available for the teacher's inspection.
- 6.12 Whenever possible, arbitration hearings shall be scheduled so that no interference with the regular school program results.

NEGOTIATION PROCEDURES

Section 7

- 7.1 In any negotiations between the parties, neither party shall have any control over the selecting of the negotiating or bargaining representatives of the other party. It is further recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of Traverse City Area Public School employees who are members of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all the necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject to final ratification.
- 7.2 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.
- 7.3 No later than six (6) weeks from the beginning of the school year, the name, address, degree and extra hours, extra pay for extra duty, step on the schedule, and the amount of salary of each member of the bargaining unit shall be transmitted to the President of the Association, as the information is current and updated with the Employer at that time.
- 7.4 No later than six (6) weeks from January 1, the name, address, degree and extra hours, extra pay for extra duty, step on the schedule, and the amount of salary of each member of the bargaining unit, not previously listed, shall be transmitted to the President of the Association.

INDIVIDUAL TEACHER CONTRACTS AND STATEMENTS

Section 8

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

DISTRIBUTION OF MASTER AGREEMENT

Section 9

- 9.1 Copies of this Agreement shall be printed at the expense of the Employer and furnished to all teachers of the Traverse City School System. In addition, the Employer shall post the Master Agreement to the district's website within two (2) weeks of adoption of the Master Agreement by the Board of Education.

TEACHER EMPLOYMENT

Section 10

- 10.1 Lunch room duty shall constitute a voluntary assignment.

- 10.2
- a. Special education teachers will be provided three (3) days each school year for IEP paperwork and preparations, including but not limited to Medicaid paperwork, progress reports, IEP meeting preparations, or to hold an IEP meeting.
 - b. If the district receives Medicaid funding, special education teachers will receive one (1) IEP preparation day in addition to the three (3) days for completing Medicaid logging forms for September through June. Teachers with an average of seven (7) or more students billed for Medicaid during the first semester will receive an additional one-half (1/2) IEP preparation day in addition to the four (4) days. If a teacher does not complete Medicaid logging forms, he/she will not receive one (1) or one and one half (1 ½) additional IEP preparation day(s), as described above.
 - c. IEP preparation days shall not be taken on Fridays, before or after personal leave days or incentive days, the day before or after school calendar vacations, or the last week of the school year.
 - d. Special Education teachers will receive \$150 per IEP preparation day for up to four (4) days, if the special education teacher prefers to complete the IEP and/or Medicaid funding work outside of the normal workday and forego the IEP-related absence requiring a substitute. Teachers qualifying for an additional one-half (½) IEP preparation day would receive payment for the additional one-half (½) day.
- 10.3 Elementary teachers required by the district to assess more than 20 students with a Running Record will be provided one-half day coverage to enable the teachers to do the assessments. This time may be taken in no less than half (.5) hour increments as requested by the teachers.
- 10.4 Certified staff will be compensated for relocating classrooms as follows:
- a. District directed move, includes program relocation, involuntary transfers, and/or new sections - up to twenty hours (total) for packing and unpacking covered by the district budget. Hours must be submitted on a timesheet in the appropriate payroll period/fiscal year in order to receive compensation.
 - b. Site directed move, includes principal approved request to relocate classrooms within the same site - up to ten hours (total) for packing and unpacking covered by the site budget. Hours must be submitted on a timesheet in the appropriate payroll period/fiscal year in order to receive compensation.
 - c. Voluntary transfers that include relocating to another site will not receive compensation.

PERSONNEL FILES AND RECORDS

Section 11

- 11.1 No materials related to teacher evaluation originating after initial employment by the Employer will be placed in the personnel file unless the teacher has had an opportunity to review the material. The teacher may submit a written notation regarding any material and the same shall be attached to the file copy of the materials in question. If the teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.
- 11.2 Any complaint made against a teacher by a parent, student, or any other person will be called to the attention of the teacher within ten (10) school days or the complaint will not be used in disciplinary action.

- 11.3 Written communications of student, staff, parental, citizen, or administrative concerns involving an individual teacher shall not be made a part of the teacher's personnel file without allowing the teacher an opportunity to file a response thereto, and said response shall become a part of said file. The teacher's response must be filed within ten (10) days of the teacher's receipt of the communication stating the concern. Unsigned, anonymous, or communications found to be erroneous will not become a part of a personnel file.
- 11.4 The contents of the teacher's personnel file may be used in making recommendations pertaining to employment outside the school district. If requested by the teacher, the type of information used in the recommendation for employment will be provided.
- 11.5 Bargaining unit employee personnel files, Americans with Disabilities Act files and Family Medical Leave Act files will be maintained at the central administration building. These files shall be the single and exclusive personnel files maintained with respect to each employee. Materials to be used in completing a bargaining unit employee's annual evaluation may be kept in a building file until the annual evaluation is complete and forwarded to the central administration personnel office.
- 11.6 Items in the building file for non-teaching professional staff members will not be used in disciplinary action after three (3) years unless they are contained in the personnel file.
- 11.7 The Employer will not approve the public use of electronic surveillance devices in a teacher's classroom without prior notification and consultation each time with the teacher.
- 11.8 In the event that the district receives a Freedom of Information Act (FOIA) request for the personnel file(s) of any teacher(s), the district shall immediately notify the teacher. The teacher will be provided an opportunity to review the contents before the release of the information.

SCHOOL NURSES AND

STUDENT ASSISTANCE WORKERS/SOCIAL WORKERS

Section 12

- 12.1 All sections of this agreement shall apply to school nurses and student assistance workers/social workers except those as modified or excluded by language in this section of the contract.
- 12.2 School nurses and student assistance workers/social workers are not subject to the Teachers' Tenure Act and will not be issued a tenure contract as outlined in Section 8 (Individual Teacher Contracts and Statements). Nurses and student assistance workers/social workers will be provided a payroll information sheet on an annual basis.
- 12.3 While the right of specific assignments of school nurses and student assistance workers/social workers is vested in the Board of Education or its designated representative, school nurses and student assistance workers/social workers are not required to hold a valid provisional, permanent, or continuing teaching certificate as recognized by the Department of Education of the State of Michigan.
- 12.4 The right of determination of school nurses and student assistance workers/social workers transfer and assignment is vested in the Board of Education or its designated representative. School nurses and student assistance workers/

social workers may make recommendations regarding their individual teaching schedules and specific building assignments annually. Such recommendations are to be made in writing and forwarded to the Human Resources Office no later than June 1 of each year. Written recommendations will be shared with and reviewed by appropriate department chairpersons and administrators prior to finalizing assignments.

- 12.5 School nurses shall constitute a separate classification and shall be laid off/recalled by seniority based on school nurse classification, not certificated teacher classification. Seniority, as applied to school nurses, shall be defined as permanent employment in the school district as a bargaining unit member as a school nurse. In the event more than one school nurse has the same effective date of hire, the Employer shall select the school nurse or nurses to be laid off or retained based on, by way of illustration and not limitation, professional qualifications, training, background, prior experience in the field of school nursing, school program needs, and other relevant factors.
- 12.6 Student assistance workers/social workers shall constitute a separate classification and shall be laid off/recalled by seniority based on student assistance worker/social worker classification not certificated teacher classification. Seniority, as applied to student assistance workers/social workers, shall be defined as permanent employment in the school district as a bargaining unit member as a student assistance worker/social worker. In the event more than one student assistance worker/social worker has the same effective date of hire, the Employer shall select the student assistance worker(s)/social worker(s) to be laid off or retained based on, by way of illustration and not limitation, professional qualifications, training, background, prior experience in the field of student assistance work/social work, school program needs, and other relevant factors.
- 12.7 The primary purpose of evaluating both school nurses and student assistance workers/social workers is to improve services provided to school district students and staff. The evaluation will be based on the following components:
- a. The assessment of performance as a school nurse or student assistance worker/social worker.
 - b. The assessment of progress toward predetermined goals.
 - c. Self-assessment through feedback information.
- 12.8 Section 14 (Discipline of Non-Teaching Professional Staff Members) shall apply to school nurses and student assistance workers/social workers except as modified in this subsection.
- a. The probationary period for school nurses and student assistance workers/social workers shall be four years.
 - b. It is recognized that school nurses and student assistance workers/social workers may not process a claim or dispute with the State Tenure Commission.
 - c. School nurse and/or student assistance worker/social worker dismissal procedures are not subject to the provisions of the Michigan Teacher Tenure Act.
 - d. Discipline of school nurses and student assistance workers/social workers shall be for just cause.

- 12.9 Contract language in Section 24 (Teaching Hours) shall not apply to school nurses or student assistance workers/social workers. While the school nurses' and student assistance workers'/social workers' regular workday shall not exceed seven and three-fourths (7 $\frac{3}{4}$) hours, the specific reporting times and dismissal times shall be as established by the Employer after consultation with school nurses and/or student assistance workers/social workers and may or may not be identical to those hours as stipulated in Section 24 for secondary and/or elementary teachers.
- 12.10 In that school nurses and student assistance workers/social workers are not assigned regular classroom duties, Section 25 (Class Size and Teaching Conditions) shall not apply.
- 12.11 Section 26 (Preparation, Planning, and Duty-Free Lunch) shall not apply to school nurses or student assistance workers/social workers except that school nurses and student assistance workers/social workers shall be entitled to a duty-free, uninterrupted lunch period of forty (40) minutes.
- 12.12 The following subsections of Section 38 (Compensation) shall not apply to school nurses without professional school nurse certification from the State of Michigan and student assistance workers/social workers without school social worker approval from the State of Michigan: 38.1, 38.3, 38.7, and 38.8.
- 12.13 School nurses and student assistance workers/social workers shall be paid according to the teacher salary schedules in Section 41 (Salary Schedules), except that school nurses without professional school nurse certification from the State of Michigan and student assistance workers/social workers without school social worker approval from the State of Michigan shall not be eligible for longevity steps listed on the salary schedules.

NON-TEACHING PROFESSIONAL STAFF MEMBER EVALUATION

Section 13

- 13.1 The purpose of an evaluation is to support and improve the performance of the non-teaching professional staff member.
- 13.2 The immediate supervisor or a designated administrator shall have the final responsibility for evaluating the non-teaching professional staff members directly responsible to him/her. The immediate supervisor shall be the administrator designated by the Superintendent or designee.
- 13.3 The role of the evaluator is to provide the non-teaching professional staff member with support and assistance to:
- a. identify and reinforce areas of competence and strength,
 - b. identify areas of needed growth,
 - c. set no more than four (4) goals,
 - d. make suggestions for improvement.
- 13.4 The role of the non-teaching professional staff member is to collect and review performance related information and to seek continued improvement in performance. The non-teaching professional staff member will select either the Marzano non-teaching professional evaluation tool or the non-teaching professional staff member evaluation outlined in Subsection 13.14.

- 13.5 The records made in carrying out non-teaching professional staff member evaluation will be maintained at the building level except for final evaluation reports. Copies of these records will be provided to the evaluatee on written request within a reasonable amount of time.
- 13.6 The evaluation will be based on two (2) components as outlined in Subsections 13.7 and 13.8.
- 13.7 The assessment of non-teaching professional staff member performance will be based on formal and informal observations. There shall be a minimum of two formal observations during each evaluation year. The non-teaching professional staff member will be given notification prior to each formal observation. Each formal observation will be followed by a conference and a written summary within two (2) weeks of the observation.
- 13.8 The assessment of progress toward predetermined goals will be summarized and/or an assessment of the non-teaching professional staff member's progress in meeting the goals of his/her individualized development plan will be made by the evaluator in the final evaluation report.
- 13.9 The Final Evaluation Summary will include a summary of the two (2) components as listed on the Final Non-Teaching Professional Staff Member Evaluation Summary page in Subsection 13.14.
- 13.10 The evaluators will strive to adhere to the following procedures and time lines in the evaluation process.
- a. **SEPTEMBER 30:**
The evaluator will provide a general orientation of the evaluation plan to those non-teaching professional staff members scheduled for evaluation. This orientation will explain the basis for the evaluation and procedures to be followed in the appraisal process. The above orientation will be completed by the end of September. This may be accomplished with a scheduled district-wide meeting or individual building meetings.
 - b. **NOVEMBER 15:**
An individual preliminary conference will be held between the evaluator and the non-teaching professional staff member prior to November 15. At this conference the evaluator will review the process and the steps to be used during the evaluation period. During this preliminary conference, there shall be a discussion of individual goals for the year and/or the non-teaching professional staff member's individualized development plan, as well as a discussion of the possible approaches for self-evaluation through feedback.
 - c. **PRIOR TO FEBRUARY 1:**
There shall be at least one formal observation prior to halfway through the school year. Post formal observation conferences shall be scheduled within ten (10) workdays of the observation. Discussion of observation and goals (as well as the method for assessing attainment) will be finalized with the non-teaching professional staff member for the year. The non-teaching professional staff member's progress in meeting the guidelines of any individualized development plan will be discussed with the non-teaching professional staff member. In the event that goals have not been finalized, as well as the method for assessing attainment, and/or a self-assessment process finalized, the evaluator shall develop those goals and methods of assessment and design a self-assessment process in consultation with the non-teaching professional staff member.

- d. PRIOR TO JUNE 1:
The final formal evaluation and post conference for non-teaching professional staff members shall be completed no later than June 1.
- e. BY LAST DAY OF SCHOOL
Final written reports shall be forwarded to the Human Resources Office by the last day of school.

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

If a non-teaching professional staff member receives a less than effective performance evaluation, the evaluator shall provide the non-teaching professional staff member with an individualized development plan in consultation with the individual non-teaching professional staff member.

- 13.11 Each non-teaching professional staff member shall be provided, for his/her personal file, a complete copy of any written evaluation report after being signed by the evaluator and that is submitted by the evaluator to the Central Staff Administrator. The non-teaching professional staff member shall be provided a copy of any written summary made as a result of the evaluation conferences.
- 13.12 If a disagreement exists between the evaluator and the non-teaching professional staff member, the non-teaching professional staff member may submit a written response within ten (10) workdays of the conference or submission of any reports. The non-teaching professional staff member's response shall be attached to the evaluator's report to which the non-teaching professional staff member objects. In addition, the non-teaching professional staff member may request a conference with the Superintendent or a central office administrator designee.
- 13.13 In those cases where a non-teaching professional staff member has received a minimally effective or ineffective performance evaluation, the evaluator will provide the non-teaching professional staff member with an individualized development plan in consultation with the non-teaching professional staff member.
 - a. The non-teaching professional staff member shall be given a reasonable amount of time in which to meet the goals of his or her individualized development plan.
 - b. At the request of the non-teaching professional staff member, the evaluator will assist the non-teaching professional staff member in identifying or acquiring resources which may be helpful in meeting the requirements of the individualized development plan. Resources may include printed materials, staff members with expertise in the area of identified problem or concern, etc.
 - c. In the event a recommendation for dismissal of a non-teaching professional staff member is made (based on evaluation), the final evaluation report is to be submitted to the Human Resources Office no later than April 20.
 - d. The non-teaching professional staff member will have ten (10) workdays in which to respond to the final evaluation report.

- e. A copy of the final evaluation report shall become a part of the non-teaching professional staff member's Central Office personnel file. The report shall contain the signature of the evaluator and the signature of the non-teaching professional staff member. The non-teaching professional staff member's signature shall indicate s/he has read and is familiar with the evaluator's report, but the signature does not necessarily imply agreement with the final evaluation report.

13.14

FINAL NON-TEACHING PROFESSIONAL STAFF MEMBER EVALUATION SUMMARY

Evaluator:

Non-Teaching Professional Staff Member:

Assignment:

1st year:

2nd year:

3rd year:

4th year:

5th year:

Other:

Rating:

Highly Effective:

Effective:

Minimally Effective:

Ineffective:

Date	Nature of Contact	Evaluator

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

1. A narrative summary of non-teaching professional staff member performance based on observations, and conferencing between the evaluator and non-teaching professional staff member. Non-teaching professional staff member performance strengths and/or deficiencies will be indicated in this narrative summary.
2. A list of goals set for the year (including those identified in any individualized development plans) along with a narrative summary of progress in meeting those goals.

EVALUATOR _____ Date Signed _____

NON-TEACHING PROFESSIONAL
STAFF MEMBER _____ Date Signed _____

Date:

Evaluator: Non-Teaching Professional Staff Member:

NARRATIVE SUMMARY OF NON-TEACHING PROFESSIONAL
STAFF MEMBER PERFORMANCE

Date:

Evaluator(s): Non-Teaching Professional Staff Member:

SUMMARY OF GOALS AND PROGRESS TOWARD PREDETERMINED
GOALS, AND/OR AN ASSESSMENT OF THE NON-TEACHING
PROFESSIONAL STAFF MEMBER'S PROGRESS IN MEETING THE
GOALS OF THE NON-TEACHING PROFESSIONAL STAFF MEMBER'S
INDIVIDUALIZED DEVELOPMENT PLAN

NON-TEACHING PROFESSIONAL STAFF MEMBER INDIVIDUALIZED DEVELOPMENT PLAN (IDP)

Evaluator(s):

Non-Teaching Professional Staff Member:

Assignment:

School Year:

EVALUATION STATUS:

- 1st year: 4th year:
 2nd year: 5th year:
 3rd year: OTHER:

DATES	NATURE OF IDP CONTACT		EVALUATOR(S) (initials)	NON-TEACHING PROFESSIONAL STAFF MEMBER (initials)
	Consulted with the evaluatee in developing the Individualized Development Plan			
	Provided the Individualized Development Plan to the non-teaching professional staff member			

The major topic areas include:

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

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

EVALUATOR(S) _____ DATE _____

NON-TEACHING PROFESSIONAL STAFF MEMBER _____ DATE _____

DISCIPLINE OF NON-TEACHING PROFESSIONAL STAFF MEMBERS

Section 14

- 14.1 Discipline of a non-teaching professional staff member shall be for just cause.
- 14.2 Any suspension or discharge of a non-teaching professional staff member shall not violate the rights the non-teaching professional staff member has under this Agreement.
 - a. Honoring the non-teaching professional staff member's rights in this Agreement and applicable statutes.
 - b. The forwarding of a written explanation of the action to the non-teaching professional staff member and the Association.
- 14.3 The Association shall be provided a copy of the written explanation of suspension or discharge as provided to the non-teaching professional staff member.
- 14.4 If a non-teaching professional staff member is to be subject to written reprimand by the Employer or its agents, the non-teaching professional staff member shall be notified that s/he may have a representative of the Association present.

ASSOCIATION RIGHTS

Section 15

- 15.1 The Association shall have the right of reasonable use of school buildings, facilities, and equipment when scheduled through prescribed channels.
- 15.2 For communication with members:
 - a. The Association shall be provided with bulletin board space as arranged with the school principal. Furthermore, the Association and its members will be allowed use of the District's communication systems, in accordance with Board policy and guidelines.
 - b. The Association shall be permitted reasonable use of interschool mail delivery for communicating with the Employer.
 - c. Copies of all Association materials delivered to the Employer through the use of interschool mail will be forwarded to the Human Resources Office.
 - d. The Association will reimburse the Employer for the actual cost of:
 - (1) Any school supplies used.
 - (2) Extra maintenance services.

RIGHTS OF THE BOARD

Section 16

- 16.1 The Association recognizes that the Board of Education on its own behalf and on the behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Constitution and by the statutes of the State of Michigan, particularly the Revised School Code, and by the Constitution of the United States, including, but without limiting the generality of the right to establish policy for the executive management and administrative control of the school system, its properties, its facilities and its personnel, as well as the methods and means necessary to the proper execution of the foregoing obligation provided that such rights shall be exercised in conformity with the provisions of this Agreement.

- 16.2 Nothing contained herein shall be considered to deny or restrict the Board of Education of its rights, responsibilities, and authority under the Revised School Code or any other national, state, county, district, or local laws or regulations as they pertain to education.

TEACHER RIGHTS

Section 17

- 17.1 The teacher shall have the right to support or oppose political causes and issues outside the normal classroom activities.
- 17.2 The Employer recognizes and acknowledges that members of the teaching profession are qualified to assist in formulating policies and programs related to curriculum.
- 17.3 The Employer agrees not to discourage, deprive, coerce, or harass any teacher in the enjoyment of any rights conferred by common and statutory laws and the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to any matter, subject to the terms of this Agreement, by reason of his/her membership or participation in the activities of the Association.
- 17.4 Membership in the Association shall not be denied to any teacher because of race, creed, sex, marital status or national origin.

IN-SERVICE TRAINING

Section 18

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

- f. To receive reimbursement for college credit, evidence of successful completion of work, along with a receipt for tuition must be presented to the Compensation and Benefits Office. A transcript of credit and canceled check will suffice as evidence, as long as confirmation of the college's per-credit rate is also provided.
- g. Teachers expressing interest and being selected to pursue an endorsement in the area of special education or specialized endorsement/credential as approved by the Superintendent or designee shall be reimbursed 100% (rather than 50%) of the related tuition charges (excluding books, fees, etc.) to earn credits needed for that endorsement, with all other terms and conditions described in Section 18 remaining the same. Upon completion of the special education endorsement program or specialized endorsement/credential program and placement as a teacher within the new endorsement/credential area within the District, the employee shall serve as an educator in the new endorsement/credential area for an amount of time equivalent to the amount of time the employee took to complete the endorsement or reimburse the District the additional 50% tuition reimbursement received in obtaining the endorsement/credential.

18.2 Conferences

- a. When approved in advance, the Employer will assist teachers in attending professional meetings and visiting outstanding teacher projects which are stimulating to professional growth.
- b. Teachers may be allowed to attend a national conference within their area of assignment to improve teaching and learning by submitting a conference request form to the building principal for approval. Such requests are at the discretion of the principal and Executive Team.
- c. A teacher wishing to attend a conference or visit another school must obtain prior approval from his/her principal and/or an appropriate central office administrator.

18.3 National Board Certification

- a. Teachers who have a valid National Board Certificate meet the state's definition of a highly qualified teacher in their endorsement area(s).
- b. Teachers working toward National Board Certification will receive one-half (1/2) reimbursement (excluding fees) upon completion of each component.

PROFESSIONAL STAFF MEETINGS

Section 19

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

The K-5th grade and PK-8th grade Montessori teachers may have three building staff meetings each month, each not to exceed forty (40) minutes.

Meetings shall start no earlier than 50 minutes prior to instruction. Teachers will also attend six (6) ninety (90) minute professional learning community (PLC) meetings each school year. This time will count towards professional development. The PLC meeting times will be scheduled outside the teacher workday through the building principal. Teachers will be paid \$30 for each hour attended (paid annually) effective July 1, 2023 and \$33 for each hour attended (paid annually) effective July 1, 2024. If two (2) ninety (90) minute PLC meetings are both mutually agreed to and are scheduled back to back, a ten (10) minute break must be provided after ninety (90) minutes to ensure State Continuing Education Clock Hours (SCECHs) are earned.

Secondary 6-12th grade teachers may have two (2) meetings each month, not to exceed sixty (60) minutes beyond the student dismissal time. Teachers will also attend six (6) ninety (90) minute professional learning community (PLC) meetings each school year. This time will count towards professional development. The PLC meeting times will be scheduled outside the teacher workday through the building principal. Teachers will be paid \$30 for each hour attended (paid annually) effective July 1, 2023 and \$33 for each hour attended (paid annually) effective July 1, 2024). In addition, they may have a monthly departmental meeting.

Representatives of the TCEA, building principal/s and central office may meet, confer, and mutually agree to changes with the scheduling of PLC meetings assuming the total time for PLC meetings offered during the course of a contract year remains the same.

- 19.4 No mandatory school building level professional staff meetings shall be held after school on Mondays and Fridays.
- 19.5 Traveling teachers will be required to attend staff meetings only at the building where administratively assigned (unless there is mutual agreement between and among the principals and traveling teacher to the contrary). Traveling teachers are responsible, however, for contacting the principals at all assigned buildings to obtain information on topics or decisions reached at staff meetings which they did not attend.
- 19.6 Parent-teacher conferences at individual buildings will be set by the building principal after input from the teachers in the building, taking into consideration the desires and needs of both the staff and parents. Such scheduled conferences must have Superintendent or designee approval if it involves alternate bus scheduling.
- 19.7 When additional parent-teacher conference time is added for any teacher in grades K-5 or 1-8 in Montessori, a substitute teacher will be provided at the cost to the district.

COMMUNICATION AND CONSULTATION

Section 20

- 20.1 Meetings with the Superintendent and/or his/her designated representative and the President of the Traverse City Education Association and/or his/her designated representative shall be held at least four (4) times a year. The dates, times, place and agenda shall be determined prior to the meeting. These meetings will not bypass the negotiation process or grievance procedure in the Master Agreement.

20.2 The Employer and the Association agree to support Conflict Resolution meetings involving teachers, Board members, and administrators at the district level as a means of facilitating communication and as a means of problem solving.

20.3 The parties shall establish a joint committee for the purpose of providing a forum for the submission, exchange and consideration of various matters of interest affecting the ongoing relationship between the Board and the Association. Each party shall appoint three (3) representatives.

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

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

STUDENT TEACHER ASSIGNMENT

Section 21

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

ACADEMIC FREEDOM

Section 22

22.1 The parties hereto agree as follows:

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

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

22.3 When new curriculum or grade reconfiguration is adopted or other curriculum changes are made by the Board of Education, the materials and resources required by this change will be identified and provided in quantities to meet the implementation needs.

STUDENT DISCIPLINE AND TEACHER PROTECTION

Section 23

23.1 The Administration will provide support and assistance to teachers with respect to the maintenance of control and discipline in the classroom and throughout the school.

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

TEACHING HOURS

Section 24

- 24.1 The teacher's regular workday shall not exceed eight (8) hours at the school(s) where assigned. The school instructional day will be designed to ensure that the school district schedules at least the minimum number of days and hours to receive full state funding for all grade levels each year. Enough additional hours will be scheduled to provide for anticipated delays due to inclement weather. If days and/or hours of instruction are increased due to state requirements, the impact of such increases shall become a matter of professional negotiations. The secondary (6-12) school instruction day will be six (6) hours and fifteen (15) minutes in length and the elementary (K-5) school instruction day will be six (6) hours and sixteen (16) minutes in length.
- 24.2 Teachers shall report for duty twenty-five (25) minutes before the beginning of classes and shall be free to leave ten (10) minutes after the schedule of classes for his/her building has ended. The minutes before and after school may be allocated otherwise by the Superintendent or his/her designated representative after receiving a recommendation from the building principal and his/her staff.
- 24.3 On Friday and days preceding holidays, teachers shall be permitted to leave immediately after the student body is dismissed.
- 24.4 Part time teachers shall arrange their reporting and departure times with the building principal. Reporting and dismissal times shall be prorated based on the reporting and departure times of full-time staff.

CLASS SIZE AND TEACHING CONDITIONS

Section 25

- 25.1 The Board and Association recognize that optimum school facilities for both students and teachers are desirable to ensure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of school and the school day should be directed toward ensuring that the energy of the teacher is primarily utilized to this end.
- 25.2 Both parties recognize that the pupil/teacher ratio is an important aspect of an effective educational program and shall be bound by the limits and conditions set forth in this section.
- 25.3 The utilization of teacher assistants is an appropriate remedy for classes with excessive pupil/teacher ratios. Teacher assistants will be assigned at the request and in accordance with the following criteria:

- a. Grades K-3 For all classes which exceed twenty-five (25) in Kindergarten, twenty-six (26) in 1st grade, twenty-seven (27) in 2nd grade, or which exceed twenty-eight (28) in grade 3, an assistant will be assigned for not less than three (3) hours per day. Teachers will receive \$40 per day while a classroom is in overload and the district is recruiting and hiring an overload assistant, or if the teacher prefers, the opportunity to forgo an overload assistant and receive the \$40 per day compensation for as long as the classroom remains in overload.
- b. Grades 4-5 and 4-6 Montessori for all classes which exceed twenty-nine (29), an assistant will be assigned for not less than three (3) hours per day. Teachers will receive \$40 per day while a classroom is in overload and the district is recruiting and hiring an overload assistant, or if the teacher prefers, the opportunity to forgo an overload assistant and receive the \$40 per day compensation for as long as the classroom remains in overload.
- c. Grades 6-12 for sections which exceed thirty-one (31) in 6th grade or thirty-three (33) in 7th-12th grade, an assistant will be assigned for each such section, and if a teacher's daily class load exceeds an average of thirty-three (33), a one half-time assistant shall be assigned to the teacher. Teachers in grades 6-12 with sections that exceed thirty-one (31) in 6th grade or thirty-three (33) in 7th-12th grade, will have an assistant assigned for each section in overload, or if the teacher prefers, the opportunity to forgo an overload assistant and receive a prorated \$40 per day compensation for as long as the section remains in overload. Teachers in grades 6-12 with an average daily class load that exceeds thirty-three (33) will have a half time assistant placed with the teacher, or if the teacher prefers, the opportunity to forgo an overload assistant and receive the \$40 per day compensation for as long as the average daily class load remains in excess of thirty-three (33).
- d. If a K-3 or 4-5 elementary and 4-6 Montessori class size exceeds a pupil/teacher ratio of thirty (30) or thirty-three (33) respectively, the Administration will confer with the teacher involved and the teacher may involve the Association President or his/her designee to review the circumstances and make appropriate plans for assistance. Further, when elementary class size exceeds thirty (30) or thirty-three (33) respectively, the teacher may request the matter to be referred to a Class Size Committee for action as outlined in Subsection 25.11.
- e. Special Education teachers with caseloads which exceed the maximum identified in the alternative programs and services section of the Northwest Education Services ISD plan will receive \$40 per day while a caseload is above the caseload maximum.
- f. Building principals shall make every effort, in cooperation with the teachers involved, to address and solve the impact of students with special needs in classrooms.
- g. In the event a principal and teacher cannot resolve a situation, the issue may be brought to the attention of the 0.25 FTE Classroom Composition Facilitator. The Classroom Composition Facilitator will be a TCEA position and will be filled annually.
- h. In the event the Classroom Composition Facilitator cannot resolve a situation, the issue may be brought to the attention of a Classroom Composition Committee (CCC). The CCC shall be appointed, and shall consist of three members selected by the Administration and three members selected by the Association. The Committee will review concerns brought to them by

the Classroom Composition Facilitator. A decision shall be reached within five (5) working days.

- i. The CCC shall set a weekly time for reviewing issues. If no items come to them two (2) working days prior to this time, the meeting shall be cancelled. The Associate Superintendent or designee shall handle the agenda and call the meetings as required. It would take four like votes to make a decision.
- j. The CCC shall have resources available within budget constraints to meet the needs brought to them.
- k. If the CCC is unable to resolve the issue, the advice of an independent third party determined by mutual agreement will be sought and if necessary the third party will render a decision related only to the situation presented. The third party shall not change or violate any Board policy, applicable law, letters of understanding, or any provision of this contract. The independent third party shall work within budget constraints established. The third party's fees shall be borne equally by the parties.
- l. At the elementary level any appropriate bargaining unit member who will be providing instructional or other services to a handicapped student in a regular education classroom setting shall be invited, in writing, to participate in the Individual Education Planning Committee (IEPC). Whenever the placement of a student is unknown, a representative general education classroom teacher shall be invited, in writing, to participate in the IEPC. Training, health related issues, and other support issues will be addressed at the IEPC.
- m. At the Secondary level whenever the placement of a student is unknown, a representative general education classroom teacher shall be invited, in writing, to participate in the IEPC. Training, health related issues, and other support issues will be addressed at the IEPC.
- n. At the elementary and secondary level a representative general education classroom teacher shall be invited to participate in the S-504 Planning Committee.
- o. When an at-risk or Section-504 student is placed in a regular classroom and requires exceptional attention, the teacher may request the building principal to assist in addressing the specific need. Section 504 shall be in compliance with federal law. Procedures for 504 services may be changed by mutual agreement with the TCEA and Board Bargaining team.
- p. Members of the teaching staff in each elementary building will assist in the development of criteria for the placement of students in multigrade classrooms in their building.
- q. The requirement to assign assistants shall not apply to large classes in subject areas such as music, physical education, and other special area subjects of a similar nature.
- r. If a secondary class size exceeds a pupil/teacher ratio of thirty-five (35) to one (1), or a teacher's secondary daily class size in physical education exceeds forty-five (45) students per class, the administration will confer with the teacher involved to review the circumstances and make appropriate plans for assistance. Further, when secondary classes exceed numbers as noted in this paragraph, the teacher may request the matter to be referred to a Class Size Committee for action as outlined in Subsection 25.11.

- 25.4 No more than nine (9) teacher assistants shall be required to cover the classes and sections outlined in Subsections 25.3 a-c. In the event hours of teacher assistant time required by this Agreement exceeds the number of hours that may be provided by nine (9) teacher assistants, then in that event, the Employer may employ additional teacher assistants. If the Employer does hire nine (9) or more teacher assistants, the allocation of time of the teacher assistants shall be prorated equitably among the affected teachers at an affected facility.
- 25.5 The Employer shall designate the hours of the school day for which the assistant assignment will be made. The affected teacher may specify the time that the assistant will be the most useful in assisting the teacher's program. The Employer shall consider the needs of the affected teacher when designating the hours of the school day for which the assignment is made.
- 25.6 The Employer shall adjust class sizes by the fourth Friday of the school year in an effort to meet the established limits.
- 25.7 Teacher assistant requests shall be made in writing with a copy forwarded to the Association president.
- 25.8 Teacher assistant assignments shall be made within ten (10) days following a written request by an affected teacher, or within five (5) days after a teacher assistant posting has expired.
- 25.9 It is expressly understood that no teacher shall be required to request the services of a teacher assistant.
- 25.10 Innovative and experimental programs may be designed beyond class size limits established in this section upon the following:
- a. Staff members assigned to such programs shall be involved in the planning of such program(s).
 - b. The Association will be apprised, in writing, of class size variations under this section.
- 25.11
- a. A Class Size Committee consisting of three (3) teachers selected by the Association, and three (3) administrators selected by the Employer, shall be appointed to review and make recommendations to the Superintendent. The committee shall be co-chaired by an administrator and a teacher.
 - b. The committee will be charged with the responsibility of reviewing class size concerns as identified in this section. The committee shall review the cases referred to it and shall recommend to the Superintendent a plan of assistance designed to alleviate the class size problem. Such recommendations shall be made within ten (10) week days of referral.
 - c. If the committee is unable to reach a majority recommendation, separate recommendations shall be made to the Superintendent.

PREPARATION, PLANNING, AND DUTY-FREE LUNCH

Section 26

- 26.1 The regular elementary school schedule shall include a total of thirty (30) minutes of recess time unless there is mutual agreement between the teachers and building principal to reduce the amount of recess time at an individual elementary school or schools. Any such agreement to reduce daily recess time shall be signed and dated by the principal and building Association representative.

- 26.2 Elementary teachers will be provided with no less than 210 minutes planning time each full week including time available during non-assigned recess duty. The 210 minutes per week will include 150 minutes of planning time in not less than thirty (30) minute increments. The remaining time will be in increments of fifteen (15) minutes or more.
- 26.3 Elementary teachers may be assigned to cover the equivalent of up to one hour of recess duty each full week unless a volunteer teacher is available. Volunteering for additional recess duty will exclude teachers from the 210 minute requirement in Subsection 26.2. Teachers will be compensated for that time bi-weekly at the hourly rate of \$30 per hour effective July 1, 2023 and \$33 per hour effective July 1, 2024. If this arrangement creates a shortage of annual hours of instruction as required for full state funding, recess duty assignments may be restructured based on subsection 24.1.
- 26.4 If budgetary constraints require a reduction of staff at the elementary level, Subsections 26.1 and 26.2 may be reopened for discussion by either party upon thirty (30) days notification.
- 26.5 Teachers shall be entitled to a duty free, uninterrupted lunch period of forty (40) minutes.
- 26.6 Secondary teachers and secondary traveling teachers shall be provided with one planning period during the school day. The period shall be the same length as all others in the school day, except as noted in Subsection 26.7.
- 26.7 Traveling time between schools will not be considered as planning time. Traveling teachers may be assigned split planning periods, planning time on a regular basis before or after school, or, through the principal, arrange to arrive at a later time than other teachers or depart prior to other teachers to the extent of traveling time required.
- 26.8 Teachers shall make themselves available to assist students during the workday, except for the teacher's lunch period.
- 26.9 Under normal conditions, a teacher will not leave his/her room unattended while the class is present. However, if circumstances make it necessary for a teacher to leave the room while the class is present, except in case of emergency or special teaching conditions, s/he shall make arrangements with the supervisor or another teacher to attend the class during his/her absence.
- 26.10 Every attempt will be made by the building principal to provide five (5) minutes between art, music and physical education classes at the elementary level.
- 26.11 Upon approval of the building principal and the teachers of that building, the duty free uninterrupted lunch period may be shortened to provide for an adjustment in scheduling or a special or unique program for students in that building.
- 26.12 The administration and staff members at an individual school may pilot a "zero" hour to be held before or after the regular school day (when students are available to be enrolled in that "zero" hour class) when such scheduling does not require additional transportation or additional staffing. The "zero" hour can be implemented only if a teacher consents to work an early or late schedule. The teacher who consents to work the "zero" hour schedule may report to work and leave work at a different time as mutually agreed to between the parties. The "zero" hour teacher will be excused from after school faculty meetings when the teacher's schedule has been adjusted making it inconvenient to

- attend. The “zero” hour teacher will be responsible for obtaining information and carrying out responsibilities as other teachers who were in attendance. The “zero” hour may be canceled and the teacher returned to the regular workday schedule if enrollment/scheduling makes it impractical to operate the “zero” hour program.
- 26.13 If the “zero” hour teacher is required to work on a day when no other teacher is required to report to work, then the “zero” hour teacher shall be compensated in an amount equal to the number of class sections s/he has taught on that particular day if the day worked by the “zero” hour teacher will be rescheduled and made up at a later date. By mutual agreement with the employer, the “zero” hour teacher may opt for compensatory time.
- 26.14 Teachers, Counselors, and School Social Workers who are required by their building administrator to participate in IEP or TASC meetings which extend beyond their work week by one hour or more will be compensated for the time beyond one hour in accordance with the negotiated hourly rate. No more than two IEP meetings will be scheduled in one work week unless agreed to with the teacher(s) involved. Teacher(s) involved will be given a one-day notice of the IEP meeting unless there are extenuating circumstances requiring less than a one-day notice. IEP meetings scheduled beyond the teacher work day require prior approval of the building administrator.
- 26.15 The Employer acknowledges there are times when something interferes with the ability to provide teachers with the minimum planning time required during a full week. In these instances, the Employer shall provide compensatory time to elementary teachers who do not get 210 minutes of planning time during a full week. Secondary teachers who do not receive their planning time during a full week shall also receive compensatory time.
- 26.16 In the event the District is unable to fill a teacher vacancy at a building, the principal will ask current TCEA employees (including interventionists) if they are interested and available to work extra time to cover classrooms. If they agree to cover, they will be paid \$33 per class covered as submitted on a timesheet and paid every two weeks.

MEDICALLY FRAGILE

Section 27

- 27.1 For the purpose of this article, the term “school health services” shall mean any act or function constituting the “practice of medicine” and/or the “practice of nursing” within the meaning of Sections 17001 and 17201 of the Public Health Code (MCL 331.17001 and MCL 333.17201). Bargaining unit members, except a school nurse, shall not be required to provide school health services except in an emergency situation or except for services or procedures for which bargaining unit members have completed necessary training under the proper delegation and consultation of a licensed health professional or another individual with appropriate training in the administration of services or procedures required.

PERSONAL LEAVE

Section 28

- 28.1 Absence will be granted during the school year without loss of salary for transacting personal business or attending to affairs of a personal nature which could not be conducted on a weekend or outside the school day, and requires the presence of the teacher.
- 28.2 The allotted personal leave days will be available for the practice of individual religious preference.

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

- a. Two (2) days personal leave at school expense.
- b. A teacher planning to use a personal leave day or days shall notify his/her principal in writing in advance except in cases of emergency, when written application must be submitted upon return.
- c. A personal leave day shall not be granted for vacation or recreational activities nor immediately before or after a holiday or vacation, except that a personal leave day may be granted before or after a holiday or vacation period in emergency and/or unusual circumstances on a case-by-case basis at the discretion of the Employer.
- d. Any personal leave day (as referred to in "a" above) not used, will be added to accumulated sick leave days.
- e. Not more than fifteen (15) teachers shall be allowed to take a personal leave day on the same date, except that more than fifteen (15) people may be allowed to take a personal leave day on the same date in emergency and/or unusual circumstances after a review on a case-by-case basis and at the sole discretion of the Employer.
- f. Personal leave days shall not be taken in conjunction with deduct days, a pay dock, or in those cases where an incentive day would fall between personal leave days and deduct days (or pay docks), or when only an incentive day falls between a personal leave day and a holiday or vacation period.
- g. While specific reasons are not required to be given when requesting a personal leave day, employees are to request and use personal leave days only when such days are within the boundaries and guidelines as outlined in Section 18. Individuals may be requested to give a specific reason when a day is requested before or after a holiday or vacation period, or when more than fifteen (15) teachers have requested personal leave for the same date.

JURY DUTY

Section 29

29.1 Any teacher summoned to jury duty or subpoenaed as a witness, shall be paid his/her full salary, except that:

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

ASSOCIATION BUSINESS

Section 30

30.1 At the beginning of every school year, the Association shall be credited with forty-two (42) days per year to be used by teachers who are officers or agents of the Association. Use of Association days shall be at the discretion of the Association. Not more than ten (10) officers or agents of the Association will use an Association day on the same date except by mutual agreement of both the Association and Employer. The Employer shall assume the cost of the substitute teachers required to replace absent Association personnel for the first three (3) days. The Association shall assume the cost for the remaining

days. The Association agrees to notify the Human Resources Office in advance of taking such leave, and will endeavor to provide written notification a minimum of two workdays prior to the leave. Additionally, consistent with Section 71(6) of the Michigan Public School Employees Retirement Act, retirement contributions may be remitted for release time to conduct union business but requires that the district be reimbursed those sums paid to the retirement board.

- 30.2 The Traverse City Education Association president shall be relieved of a portion or all of his/her regular teaching assignments during the president's term. The Board shall pay full salary, salary cost and fringe benefits which would normally be paid to the president as a teacher, however, an amount of salary, salary costs and fringe benefits proportionate to the released time shall be reimbursed to the Board by the Association in January and June of each school year. Full credit on the salary schedule for each year of service shall also be given. Released time shall be two-fifths (2/5th) time unless the Association notifies the Employer by May 15 of a change in the amount of released time for the following school year.
- 30.3 The president's duties while not teaching shall be determined solely by the TCEA, except that s/he shall not conduct Association business with school personnel or on school property during the teacher's contractual working day.

SABBATICAL LEAVE

Section 31

- 31.1 Sabbatical leave shall be interpreted as leave from active duty granted to any teacher after seven years of service in the Traverse City Area Public School system for the purpose of improving instruction in the Traverse City Area Public Schools. Sabbatical leave may be granted for one year as may be recommended by the Superintendent of Schools, subject to the conditions outlined below. Final approval of these applicants selected by the Superintendent will be made by the Board of Education.
- 31.2 Leave granted for professional study, for travel, or travel combined with study, or for any other reasons which, in the opinion of the Superintendent will improve instruction in the Traverse City Area Public Schools, or will improve the efficiency of a teacher, shall be considered consistent with the purposes of sabbatical leave.
- 31.3 The application for sabbatical leave must be filed in writing with the Human Resources Office.
- 31.4 Before approval is given, a qualified, acceptable replacement must be available for the period for which the leave is to be granted.
- 31.5 Remuneration to a teacher granted such leave shall be at the rate of one half the yearly salary and payment shall be made on a regular payroll basis of twenty-one (21) or twenty-six (26) pays.
- 31.6 In making his/her recommendations on requests for sabbatical leave, the Superintendent will give consideration to the following criteria:
- a. The extent of the applicant's professional study, growth, contribution and successful services during the preceding years.
 - b. The extent to which plans submitted for use of time while on leave are definite and educationally constructive.

- c. Length of period of active service in the Traverse City Area Public School system.
 - d. Reasonable and equitable distribution of applications among the different levels and departments in the system.
 - e. Order in which applications are received.
- 31.7 Upon return from sabbatical leave, the teacher shall submit a report to the Superintendent. If an abuse of the leave is apparent, the teacher shall reimburse the school district for an appropriate amount of monies paid while on sabbatical and the right of return to the system shall be considered forfeited.
- 31.8 Increment on the salary schedule and sick leave shall accrue and be granted when the sabbatical leave is completed.
- 31.9 A teacher, upon completion of a sabbatical leave, shall return to the Traverse City Area Public School system for a period of at least one school year.
- 31.10 A teacher not returning to the Traverse City Area Public School system, for reasons other than health, upon completion of sabbatical leave shall reimburse the Traverse City Board of Education for all monies received from the Employer during this leave.
- 31.11 Each applicant will receive a written response to the application.
- 31.12 Teacher placement after the leave:
- a. The Employer shall place the teacher in a position for which s/he is certified and qualified if one is available.
- 31.13 A teacher on sabbatical leave is entitled only to those contractual benefits listed in this section.
- 31.14 Sabbatical leaves for less than one (1) year may be granted by the Employer. The terms and conditions of such a leave shall be mutually agreed to by the employee and the Employer prior to the commencement of said leave.

MILITARY LEAVE

Section 32

- 32.1 Any staff member, represented by the Association, who is called into the Armed Services of the United States, or who is called to extended active duty as a member of the Reserve Forces, shall be granted a leave of absence without pay to cover this period. Full credit for each year, or major portion thereof, in the Armed Services will be granted those leaving Traverse City teaching service and returning thereto.
- 32.2 Reservists called to short tours of active duty (not to exceed two (2) weeks) will receive the difference between substitute's pay and the teacher's contract salary.
- 32.3 It will be the responsibility of the staff member to inform the Board of the date of entry into and the discharge from the Armed Services as soon as this information is available.
- 32.4 Persons returning from military leave must apply for reemployment and report back to work as required by applicable state and federal law.

- 33.1 An unpaid leave of absence up to one (1) year may be granted to a teacher for the purpose of providing child-care or for preparing for a newborn or an adopted child.
- 33.2 The application for such leave shall be, if possible, received by the Human Resources Office no later than thirty (30) calendar days prior to the effective date of the commencement of the leave.
- 33.3 Child-care leave may be requested and authorized to begin up to thirty (30) calendar days prior to the expected birth or adoption of a child. Child-care leave shall terminate no later than the end of the school year during which the leave is granted. Further, at the request of the teacher and at the discretion of the Employer, the child-care leave may be extended up to one year after the expiration of the original leave of absence.
- 33.4 The child-care leave shall be granted without salary or other economic benefits (including advancement on the longevity schedule), except:
- a. An applicant who has completed one-half the school year or more of teaching during the year s/he begins leave, will, upon return to duty, be placed at the next consecutive step on the salary schedule and retain accumulated sick leave.
 - b. As provided by the Family Medical Leave Act (FMLA), up to twelve (12) weeks of this leave may be claimed by the employee as leave under the FMLA. During this unpaid FMLA leave, the employer shall continue to provide group health benefits in accordance with the Act.
- 33.5 Non-teaching professional staff member placement after leave:
- a. In the application for an initial child-care leave, the non-teaching professional staff member may request that s/he be returned to the same position as that held before the requested leave. In such cases, the Employer will notify the non-teaching professional staff member if the leave will be granted with right of return to the same position. If right of return will not be granted, the non-teaching professional staff member shall be so informed prior to official action, and may withdraw the request or ask that the request be granted with right of return to a position for which s/he is certified and qualified.
 - b. When right of return has been granted, and a non-teaching professional staff member, upon return from the initial child-care leave, finds his/her class, section, department, or building eliminated, the Employer shall place the non-teaching professional staff member in a position for which s/he is certified and qualified.
 - c. A non-teaching professional staff member granted an extension of the initial leave shall, upon return, be placed in a position for which s/he is certified and qualified.
- 33.6 If both parents are employed by the Traverse City Area Public Schools, not more than one such parent will be eligible at any one time for the leave provided in this section. In the case of emergency, the Employer may waive this restriction.

- 34.1 An unpaid leave of absence of up to one (1) year may be granted a tenure teacher with a minimum of four (4) consecutive years teaching experience in the Traverse City Area Public Schools for the purpose of, by way of illustration and not limitation, participation in an exchange teaching program, foreign or military teaching program, the Peace Corps, Teacher Corps or Job Corps as a fulltime participant, cultural, travel or work program related to the teacher's professional responsibilities or engaging in a fulltime program of study at an accredited college or university.
- 34.2 Application for unpaid leave of absence is subject to the following conditions:
- a. An application for such leave shall be, if possible, submitted in writing to the Human Resources Office or designated representative, a minimum of sixty (60) calendar days before the leave begins.
 - b. An applicant must provide whatever information the Superintendent may require.
 - c. Before approval is given, a qualified, acceptable replacement must be available for the period for which any leave is to be granted.
 - d. At the request of the Superintendent or his/her designated representative, a teacher, upon application, shall agree to return to the system for a period equivalent to his/her leave of absence.
 - e. Except in unusual circumstances, unpaid leaves of absence are expected to begin at the beginning of the school year.
- 34.3 The disposition of an application for an unpaid leave of absence is the exclusive responsibility of the Superintendent of Schools or his/her designated representative.
- 34.4 Determination of the number of unpaid leaves of absence to be granted in a given year shall be the exclusive responsibility of the Superintendent of Schools or his/her designated representative.
- 34.5 The teacher returning from a full year's leave of absence shall notify the Superintendent of Schools or his/her designated representative in writing by March 1 of his/her intent to return to employment. Failure to do so will constitute a resignation from his/her position.
- 34.6 Non-teaching professional staff member placement after the leave:
- a. In the application for a leave of absence, the non-teaching professional staff member may request that s/he be returned to the same position as that held before the requested leave. In such cases, the Employer will notify the non-teaching professional staff member if the leave will be granted with right of return to the same position. If right of return will not be granted, the non-teaching professional staff member shall be so informed prior to official action, and may withdraw the request or ask that the request be granted with right of return to a position for which s/he is certified and qualified.
 - b. When right of return has been granted, and a non-teaching professional staff member upon return from the leave finds his/her class, section, department, or building eliminated, the Employer shall place the non-teaching professional staff member in a position for which s/he is certified and qualified.

- 34.7 Upon return, the non-teaching professional staff member shall be placed at the next consecutive step on the salary schedule and shall retain accumulated sick leave.
- 34.8 A year's unpaid leave of absence shall not be considered a year of service to the district.
- 34.9 A non-teaching professional staff member on an unpaid leave of absence is entitled only to those benefits listed in this section.
- 34.10 A non-teaching professional staff member may be granted an unpaid leave to explore a possible career change in those cases where another certified and qualified non-teaching professional staff member is on layoff and the granting of the unpaid leave will allow the Employer to recall a laid off non-teaching professional staff member who would not otherwise be eligible for recall.
- 34.11 Non-teaching professional staff members who accept positions as administrative interns shall be considered on leave from teaching duties and not represented by the Association during that period of time they are performing administrative intern duties or are in an administrative role.

ILLNESS, BEREAVEMENT, DISABILITY

Section 35

- 35.1 Since the regular presence of a teacher has a direct effect on the quality of the educational program, the students, and other school personnel, each teacher will avoid unnecessary tardiness or absence. The provisions set forth are not intended to reduce the professional responsibilities of a teacher or to provide a form of additional compensation. Rather, they are included to meet the humanitarian and legitimate needs of teachers in a manner consistent with the requirements of the educational program, and they shall be so applied and interpreted.
- 35.2 Personal illness:
 - a. At the beginning of each school year, each teacher shall be credited with ten (10) days of sick leave allowance to be used when a teacher is absent from duty because of personal illness, or injuries, including pregnancy-related disabilities.
 - b. Each teacher shall have placed to his/her credit the number of sick days not used during any years, which days may accumulate to a maximum of one hundred fifty (150) days. Unused personal leave days may accumulate as sick days beyond this limit.
 - c. Within six (6) weeks of the beginning of each school year, the Business Office shall notify each teacher as to his/her total number of accumulated sick days.
- 35.3 Psychological Assessments and Physical Examinations:
 - a. A teacher may be required to present, for good cause, a certificate showing that s/he is capable of performing his/her essential job functions. The cost of said mental or physical examination shall be borne by the Employer.
 - b. Any employee absent because of an extended or serious illness longer than three (3) working days shall present to the Employer prior to his/her return to service, a statement from a licensed physician on the physician's letterhead indicating that he/she is capable of performing his/her essential job functions.

35.4 Illness in the immediate family:

- a. Absence without loss of salary will be allowed not to exceed ten (10) days annually for illness in the immediate family. Such absence shall be deducted from the teacher's sick leave. In unusual situations, additional days may be used for this purpose upon approval of the Employer.
- b. The definition for "immediate", for Subsection 35.4 shall be defined as spouse, child, sibling, sibling-in-law, parent, parent-in-law, immediate step parent, or those who reside in the same household.

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

35.6 Death in family:

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

35.7 Workers' Compensation:

- a. All teachers shall be covered by workers' compensation insurance under the Workers' Disability Compensation Act. Any teacher who is absent because of an injury or disease compensable under the Workers' Disability Compensation Act, shall not have his/her accumulated sick leave days reduced while receiving pay through Michigan Workers' Compensation.
- b. Any teacher who is absent because of an injury or disease compensable under the Workers' Disability Compensation Act shall have the option of electing to receive regular pay through sick leave as noted in Subsection 35.2, but the employee who elects to receive such personal illness pay will do so in lieu of workers' compensation pay. In order to be eligible to receive personal illness pay in lieu of workers' compensation, the employee must notify the Human Resources Office in writing as soon as possible, but not later than five (5) workdays from the first day of absence (unless the injury or illness prevents such notification). In no case may the teacher draw both workers' compensation pay and personal illness pay. If it is ruled by a court of competent jurisdiction, the Michigan Department of Labor, or other agency having statewide jurisdiction that a teacher who has received

personal illness pay must be compensated for the work time lost under the Workers' Disability Compensation Act, then, in that case, the teacher must forfeit any personal illness pay received.

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

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

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

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

LEAVE DAYS TAKEN	ATTENDANCE INCENTIVE STIPEND
0.....	\$500
1.....	\$200
2.....	\$150
3.....	\$100

- c. The payment of an attendance incentive stipend will not affect the accumulation of sick leave days as described in 35.2.
- d. In computing the three (3) days (35.7.b, above), unpaid time off for sick leave, personal leave days used for school conferences and workshops, and time off for injury or illness compensable under Workers' Compensation shall not be included.
- e. In addition to "a" and "b" above, teachers who use no more than a combined total of three (3) sick and personal leave days (and have been granted no dock days) during the school year will be granted an incentive day. The incentive day may be used pursuant to the personal leave guidelines set forth in Section 28.3.
- f. If an incentive day is not used in the school year that it is granted, it will automatically be paid out to the employee according to the rate identified in Subsection 39.10.
- g. Time missed under a Family Medical Leave Act leave shall not be included in calculating leave days taken.

36.1 When a teacher's sick leave has been exhausted, such teacher may be granted additional sick leave days in number not to exceed thirty (30) days, plus the days which the teacher has contributed to the Sick Leave Bank. In order to be eligible to draw from the Bank, the teacher must present a doctor's certificate of illness or injury (from a non-immediate family physician as defined in Subsection 35.4). These additional sick leave days will be drawn from a Sick Leave Bank, the formation and administration of which shall be as follows:

- a. Any teacher may contribute from his/her accumulated sick leave one (1) day per school year to a Bank of sick leave of a total of five hundred (500) days. Individual donation/declination records will be held in an electronic database maintained by the Compensation and Benefits Office and the contributed days shall be used to maintain the Bank at the maximum of three thousand four hundred and fifty (3,450) hours. Teachers will accrue one (1) membership day for each day of sick leave donated. Membership days may only be used in conjunction with the sick leave bank for eligible teachers. All authorization received in excess of the three thousand four hundred and fifty (3,450) hours shall be maintained on file and shall be used to replenish the Bank when necessary.
- b. The Superintendent or his/her duly authorized representative shall notify the TCEA when the Bank has been depleted to thirteen hundred (1,300) hours. In order to remain eligible for the sick leave bank benefit, an employee must donate a day when Administration asks for donations due to the TCEA sick leave bank balance falling below thirteen hundred (1,300) hours.
- c. The Sick Leave Bank shall be available to all teachers in the school district who have made a contribution to the Bank. Donations/declinations to the Sick Leave Bank can be submitted by completing an online form that will be emailed to all teachers within the first two (2) weeks of each school year. Submission will be accepted if received by the deadline indicated or within thirty (30) days of hire.
- d. The Human Resources Office shall provide a summary of the Sick Leave Bank to the TCEA President upon request. In addition, the Association President may request information regarding the Sick Leave Bank at any time. The Sick Leave Bank shall be administered by the Human Resources Office, and reviewed by two (2) persons designated by the Superintendent and two (2) authorized representatives of the TCEA. These persons may convene a committee to review all matters related to the Sick Leave Bank. The decisions of the committee shall be advisory to the Superintendent or his/her designee.

INSURANCE PROTECTION

37.1 The Employer shall provide a package of insurance benefits for a full twelve-month period from October 1 through September 30 for each bargaining unit member and his/her eligible dependents. All benefits included in the package can be found online at <https://www.tcaps.net/about/departments/human-resources/employee-benefits/tcea/>.

Employees will have the option to choose from five (5) different MESSA health insurance plans. For detailed plans offered, including current deductible amounts, please visit:

<https://www.tcaps.net/about/departments/human-resources/employee-benefits/tcea/>

37.2 The Board will provide contributions for single, two-person, and full family medical insurance at the maximum amount allowed by law (hard cap) permitted in Section 3 of the Publicly Funded Health Insurance Contribution Act. Employees will have their choice of five different MESSA plans for their medical insurance coverage. In addition, the Board will pay eighty percent (80%) of the premiums associated with the mutually agreed upon ancillary insurance benefit package. Premium costs above the hard cap and above the amount paid by the Board toward ancillary benefits will be paid for by employees through payroll deduction. For those employees choosing a high deductible plan, the Board will credit employee Health Savings Accounts any difference (savings) between the 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. For those employees choosing cash in lieu of medical insurance, there will not be employee paycheck deductions for ancillary benefits for those working 1.0 FTE.

The parties will convene to discuss cost containment if insurance premium costs go up equal or greater than ten percent (10%).

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

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

Cash In Lieu

Life Insurance	Life volume requested \$50,000.00 Disability waiver will apply
Accidental Death & Dismemberment	Life volume requested \$50,000.00
Vision	VSP-3 Plus P-250CL plan
Dental	100/100/100, \$1,500 annual max per person 50% orthodontics, \$1,000 lifetime max per person.
Long-Term	Disability 66 2/3 % of maximum eligible salary, \$5,000 monthly maximum, 90 calendar day modified fill, no COLA, alcohol/drug two (2) years, mental/nervous two (2) years, 5% minimum payout, pre-existing limit waived, family social security offset, no survivor income, freeze on offsets, no educational supplement, two (2) year own occupation.
\$217/month	Employees may choose to keep the \$217 per month as additional wages or select a tax sheltered annuity through a Section 125 Plan. In order to participate in this program, the employee must show proof of health insurance under another plan. It is understood that the Employer's contribution will reduce the maximum allowable exclusion as defined in the IRS Code. Responsibility for enrollment in the program rests with the employee.

- 37.5 If an employee fails to notify the Director of Compensation and Benefits when his/her family status changes, whereby it would change the type of contract (persons covered), the employee because of his/her negligence, will assume the responsibility of repaying the school for any overpayment made on a policy in excess of what the employee is entitled to receive.
- 37.6 Benefits for employees will become effective the first of the month following the month the employee becomes eligible for said benefits. Eligibility for all insurance coverage is based on the acceptance of the written application by the insurance provider. Enrollment for fringe benefits will be accepted by the insurance provider only during the established open enrollment period (October 15th – November 15th) of each year or for new employees within thirty (30) days from the date of eligibility. It is understood that the contract year for insurance coverage is October 1st through September 30th with renewal on January 1st each year as set by carrier. Responsibility for enrollment in the program rests with the employee. Insurance costs for part-time employees shall be prorated per Sections 38.4, 38.5 and 38.6.
- 37.7 Privacy and confidentiality to members on all medical information shall be observed. No one, including members of administration or Board of Education, shall access medical records on an individual member basis nor allow others this access. The only exception to this rule of privacy would be the Human Resources personnel who work directly with members on their individual claims. Any Human Resources personnel who work with members relative to individual benefit claims will do so under the strictest terms of confidentiality restricting all others from accessing the confidential information related to individual members and their claims. Confidentiality shall be observed in accordance with Section 550.934 (Section 34) of the Third Party Administrator Act.
- 37.8 The Employer shall adopt and implement a qualified plan document which complies with Section 125 of the Internal Revenue Code.

COMPENSATION

Section 38

38.1 Salary Determination Steps

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

To qualify for a B.A.+20, M.A.+15, or M.A.+30, a teacher shall have earned 20 successful graduate semester hours after having received a Bachelor's Degree or 15 or 30 successful graduate semester hours after having received a Master's Degree. Evidence of successful hours earned beyond a degree must be filed in the Human Resources Office by the teacher. For actual salary schedules, see Section 41. A teacher shall be moved to the appropriate salary step within thirty (30) calendar days after sending a written request for salary change and a transcript showing the total hours completed and, in the event of a lane change due to the award of an advanced degree, a written request for salary change and a transcript showing the award of the degree to the Human Resources Department. If the Master Agreement is expired and a successor agreement has not been reached, a teacher shall be moved to the appropriate salary step (upon providing appropriate evidence) at the next regularly scheduled Board of Education meeting.

38.2 Placement and Prior Credit

- a. Credit for experience outside the Traverse City Area Public Schools shall be evaluated and established by the Superintendent or his/her designated representative.

- b. Honorable armed services shall be evaluated by the Superintendent or his/her designated representative and credit may be granted between one half (½) and full credit up to a maximum of four (4) years.
- c. Credit for fulltime teaching shall be granted for a fractional part of a school year that is equivalent to one half the school year or more.

38.3 Longevity

Longevity shall be defined as years of credited service as a teacher with the school district, and those years of service for which the teacher received credit for prior experience under the provisions of Subsection 38.2.

38.4 Part-Time Employees

Part-time professional personnel shall be defined as a teacher employed for less than a full daily teaching assignment or as a temporary replacement for a fulltime teacher for a period less than 187 days.

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

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

38.7 Part-time professional personnel under contract to Traverse City Area Public Schools shall be required to attend professional development, faculty meetings, and parent-teacher conferences unless alternative arrangements are agreed upon in advance by the building administrator and employee. Part-time professional personnel will be paid by time sheet for professional development for time beyond scheduled hours. In addition, part-time professional personnel will be paid by time sheet for parent-teacher conferences above their pro-rated time.

38.8 Additional Class Assignments

Classes taught beyond the normal class load at the secondary level shall be compensated at the rate of one-fourteenth (1/14) per semester of the base pay being received by the teacher involved. Special classes taught beyond the normal class load at the elementary level shall be compensated based on the percentage of the extra assignment over the normal class load.

38.9 Special Certificate Holders

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

38.10 Compensation Mileage

Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive the prevailing school district

car allowance per mile. The same allowance shall be given for use of personal cars for field trips or other business of the district.

Reimbursement rates for teachers who are in attendance at conferences and workshops will not exceed the prevailing district rate, and may be less than the prevailing district rate.

38.11 Retirement Pay

- a. To qualify for retirement pay, the teacher must have taught in the Traverse City Area Public Schools, or in schools hereafter becoming a part thereof, for a minimum of ten years, be qualified for retirement under the policy of the Michigan Public Schools Employees Retirement System, and submit evidence from the MPSERS that the processing of his/her application for retirement has been completed.
- b. A teacher qualifying for retirement pay will receive as retirement pay an amount equal to one-half (1/2) of the teacher's regular daily base pay at retirement for each day of accumulated sick leave not to exceed \$5,500.
- c. To be eligible for retirement pay under Section 38.11, 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 1 in the last year in which they teach in order to be eligible for retirement pay under Subsection 38.11.
- d. In the case of death of any staff member eligible to retire under contract (excluding those on leaves of absence of one-half the school year or more), the employee's beneficiary as indicated through a written beneficiary designation, made by the employee, shall be paid \$5,500.

EXTRACURRICULAR COMPENSATION

Section 39

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

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

Years in Sport or Activity	Step on the B.A. Scale
1-2	5
3-4	6
5 and above	7

Extracurricular pay will be based on the previous years coaching or advising in the sport or activity. The pay rate will be calculated using the percentage assigned to the position and will follow the steps on the B.A. salary scale to Step 7.

39.4 The percentage pay schedule for all extracurricular positions is "per-year" unless specifically indicated otherwise in Section 39 of this contract.

39.5 High School Schedule:

BASEBALL/SOFTBALL	VARSITY	HEAD COACH	10%
		ASS'T COACH	8%
	9TH GRADE	HEAD COACH	6%
		ASS'T COACH	5%
BASKETBALL	VARSITY	HEAD COACH	16%
		ASS'T COACH	10%
	9TH GRADE	HEAD COACH	10%
		ASS'T COACH	8%
BEACH VOLLEYBALL (GIRLS')	VARSITY	HEAD COACH	10%
BOWLING (GIRLS' & BOYS')	VARSITY	HEAD COACH	10%
COMPETITIVE CHEERLEADING	VARSITY	HEAD COACH	10%
		ASS'T COACH	7%
	9TH GRADE	HEAD COACH	10%
		HEAD COACH	7%
CROSS COUNTRY	VARSITY	HEAD COACH	10%
		ASS'T COACH	7%
CROSS-COUNTRY SKIING (CO-ED)	VARSITY	HEAD COACH	10%
		ASS'T COACH	8%
DOWNHILL SKIING (CO-ED)	VARSITY	HEAD COACH	10%
		ASS'T COACH	8%
FOOTBALL	*VARSITY	HEAD COACH	16%
	*VARSITY	ASS'T COACH	10%
FOOTBALL	*JUNIOR VARSITY	HEAD COACH	10%
	*JUNIOR VARSITY	ASS'T COACH	8.5%
	9TH GRADE	*HEAD COACH	10%
		*ASS'T COACH	8%
*An extra conditioning week, when approved/authorized, \$150 per football coach. \$100 per 9th grade football coach.			
FOOTBALL EQUIPMENT MANAGER			5%
GOLF	VARSITY	HEAD COACH	10%
		ASS'T COACH	7%
GYMNASTICS (GIRLS')	VARSITY	HEAD COACH	10%
HOCKEY	VARSITY	HEAD COACH	10%
		ASS'T COACH	8%
LACROSSE (BOYS')	VARSITY	HEAD COACH	10%
		ASS'T COACH	8%
MENTOR TEACHER FOR STUDENTS			\$1,200
SOCCER	VARSITY	HEAD COACH	10%
		ASS'T COACH	8%
	9TH GRADE	HEAD COACH	6%

SWIMMING	Varsity	Head Coach	10%
		Diving Coach	7%
		Ass't Coach	7%
TENNIS	Varsity	Head Coach	10%
		Ass't Coach	7%
	9th Grade	Head Coach	6%
TRACK	Varsity	Head Coach	10%
		Ass't Coach	8%
TRAINER (ALL SPORTS)			15%
VOLLEYBALL (GIRLS')	Varsity	Head Coach	10%
		Ass't Coach	8%
	9th Grade	Head Coach	7%
		Ass't Coach	6%
WRESTLING	Varsity	Head Coach	10%
		Ass't Coach	8%
PEP CLUB		Advisor	6%
YEARBOOK		Advisor	6%
Z CLUB		Advisor	3%
NEWSPAPER		Advisor	6%
VIDEO CLUB		Advisor	4%
CHALLENGER		Advisor	2%
NATIONAL HONOR SOCIETY		Advisor	3%
S.I.U.		Advisor	2%
THESPIANS		Advisor	2%
KEY CLUB		Advisor	2%
Varsity Club		Advisor	2%
FRESHMAN CLASS		Advisor	3%
SOPHOMORE CLASS		Advisor	3%
JUNIOR CLASS		Advisor	3%
SENIOR CLASS		Advisor	3%
STUDENT SENATE		Advisor	5%
DRAMA AND MUSICAL (Per production - maximum of 4 per year)		Director	3%
TICKET MANAGER			9%
DEBATE		Head Coach	8%
		Ass't Coach	5%
FORENSICS		Coach	4%

VOCAL MUSIC		DIRECTOR	12%
BANDS		DIRECTOR	15%
		ASS'T DIR.	8%
ORCHESTRA		DIRECTOR	8%
1 EXTRA MUSIC ACTIVITY		INSTRUCTOR	3%
ANNUAL MUSICAL		DIRECTOR	3%
AUDITORIUM TECHNICAL		ADVISOR	3%
DANCE TEAM		COACH	6%
ODYSSEY OF THE MIND		COACH	3%
STUDENT COURT (per year)		ADVISOR	6%
MODEL UNITED NATIONS (Plus 1% if more than one section)		ADVISOR	4%
MATH COMPETITION		COORDINATOR	3%
QUIZ BOWL		COORDINATOR	3%
SADD		ADVISOR	3%
TECHNOLOGY CLUB		ADVISOR	3%
SCHOOL STORE		MANAGER	3%
SECONDARY DEPARTMENT/CORE CONTENT FACILITATORS			\$3,500
SECONDARY SPECIAL EDUCATION FACILITATORS			\$3,500
SECONDARY DEPARTMENT FACILITATORS			\$1,750
SECONDARY CORE CONTENT CURRICULUM, ASSESSMENT AND INSTRUCTIONAL LEADERS			\$2,000

39.6 Middle School Schedule

BASKETBALL	8TH GRADE	HEAD COACH	7%
		ASS'T COACH	6%
	7TH GRADE	HEAD COACH	7%
		ASS'T COACH	6%
CROSS COUNTRY (CO-ED)	7TH/8TH GRADE	HEAD COACH	6%
FOOTBALL	8TH GRADE HEAD	COACH	7%
		ASS'T COACH	6%
	7TH GRADE	HEAD COACH	7%
		ASS'T COACH	6%
GOLF		COACH	6%
TRACK (CO-ED)	7TH/8TH GRADE	HEAD COACH	6%
		ASS'T COACH	5%

TRAINER (ALL SPORTS)			9%
VOLLEYBALL (Girls')	8TH GRADE	HEAD COACH	6%
		ASS'T COACH	5%
VOLLEYBALL (Girls')	7TH GRADE	HEAD COACH	6%
		ASS'T COACH	5%
WRESTLING	7TH/8TH GRADE	HEAD COACH	7%
		ASS'T COACH	5%
NEWSPAPER			5%
VOCAL		DIRECTOR	8%
ASS'T DIRECTOR			3%
BAND		DIRECTOR	9%
ASS'T DIRECTOR			4%
1 EXTRA MUSIC ACTIVITY		INSTRUCTOR	3%
ORCHESTRA		DIRECTOR	5%
YEARBOOK			5%
ODYSSEY OF THE MIND		COACH	3%
MATH COMPETITION		COACH	3%
MATH CLUB		ADVISOR	3%
NATIONAL HONOR SOCIETY		ADVISOR	2%
8TH GRADE STUDENT COUNCIL		ADVISOR	2%
7TH GRADE STUDENT COUNCIL		ADVISOR	2%
6TH GRADE STUDENT COUNCIL		ADVISOR	2%
TECHNOLOGY CLUB		ADVISOR	3%
TEENS AGAINST DRUGS CLUB		ADVISOR	3%
THEATER ARTS (per year)		DIRECTOR	4%
SCHOOL STORE		MANAGER	3%
SECONDARY CORE CONTENT CURRICULUM ASSESSMENT AND INSTRUCTIONAL LEADERS			\$2,000

39.7

Elementary Schedule

BASKETBALL			4%
FOOTBALL			4%
GYMNASTICS (ONE COACH FOR ALL SCHOOLS)			4%
TRACK			4%
VOLLEYBALL			4%

CHOIR			3%
ALL CITY ORCHESTRA		DIRECTOR	3%
		ASS'T. DIRECTOR	2%
ALL CITY BAND		DIRECTOR	3%
		ASS'T. DIRECTOR	3%
ODYSSEY OF THE MIND		COACH	3%
GIFTED/TALENTED CONTACT			1%
COMPUTER CONTACT			1%
BUILDING INSTRUCTIONAL UNIT LEADER			2%
RECESS DUTY		\$ 30/hour effective 7/1/23	
		\$ 33/hour effective 7/1/24	
ELEMENTARY GRADE LEVEL CONTENT LEADERS			\$2,000
ELEMENTARY SPECIAL EDUCATION FACILITATORS			\$2,000
ELEMENTARY MUSIC EDUCATION FACILITATOR			\$2,000
ELEMENTARY DEPARTMENT FACILITATORS			\$1,750
39.8	The stipends indicated in subsections 39.5 through 39.7 are for individual team stipends.		
39.9	Tenure teachers who apply and are assigned as mentor teachers shall receive an annual \$1,000 stipend for performing mentor teacher duties for first year and second year teachers and an annual \$500 stipend for mentoring a third year teacher or a new hire with more than three years teaching approved to receive a mentor. Every attempt will be made to have a 1:1 ratio. However, the ratio of the mentor to mentee will not exceed 1:2. Selection, assignment, and duties of mentor teachers shall follow guidelines mutually developed by the Superintendent or his/her designee and the Association President or his/her designee.		
39.10	Rates for Curriculum Work		
	Working with and without students	\$30/hour	effective 7/1/23
	Working with and without students	\$33/hour	effective 7/1/24
39.11	Teaching Summer School		
a.	Summer Enrichment (Non-credit courses) will be compensated at the rate of 50% of the tuition received for the course. Costs of fees and supplies, if any, will be borne by the students. Whether or not a class has a sufficient amount of students in it will be determined by mutual agreement of the teacher and the Summer School Administrator.		
b.	Effective July 1, 2023, teachers who teach or write curriculum for summer school will be compensated at \$33/hour for any programs or classes.		

PAYMENTS AND DEDUCTIONS

Section 40

- 40.1 Salary payments will be made on alternate Fridays.
- 40.2 Mandatory Deductions
- a. Withholding Tax Federal and State
 - b. Social Security
- 40.3 Voluntary Deductions
- a. Health and accident insurance as available through the Employer
 - b. United Way
 - c. Employees Credit Union
 - d. Tax deferred annuities
- 40.4 Due to bona fide Employer or employee errors, the Employer may make corrections in an employee's pay. In such cases, an explanation of the error will accompany the pay adjustment, with a copy of the explanation forwarded to the Association president.

SALARY SCHEDULES

Section 41

- 41.1 The salary schedules will reflect a 1.5% salary increase for 2023/24. Additionally, employees on step 15 and greater will receive longevity pay of 2%.

For 2024/25, the salary schedules will reflect a 2% salary increase for 2024/25. Additionally, employees on steps 15 and greater will receive longevity pay of 2%.

For 2025/26, the salary schedules will reflect a 1.5% salary increase. Additionally, employees on step 15 and greater will receive longevity pay of 2%.

Horizontal movement for educational credits will continue to occur. One-year step movement will occur each year. Any employee with an ineffective evaluation for two consecutive years will not move a step the third year. Effective for the 2023/24 school year only, the TCEA employees still employed by the District that held a TCEA position in 2011/12 and did not receive a step increase due to step freezes during the 2011/12 school year will be awarded that additional step in 2023/24. Therefore, TCEA employees whose TCEA service with the District goes back to 2011/12 will receive a step advancement of two steps in 2023/24.

The parties agree to meet and confer in Spring 2025 to review the District's financial status regarding the 2025/26 contract year.

2023/2024 SALARY SCHEDULE								
STEP	Bachelor's	Bachelor's/ 160 Days	Bachelor's+ 20 Credits	Bachelor's+ 20/160 Days	Master's	Master's/ 160 Days	Master's+ 15 Credits	Master's+ 30 Credits
5	\$44,090	\$37,724	\$45,062	\$38,556	\$49,333	\$42,210	\$50,184	\$51,466
6	\$45,534	\$38,960	\$46,726	\$39,979	\$51,469	\$44,038	\$52,287	\$53,572
7	\$47,640	\$40,761	\$48,498	\$41,496	\$53,574	\$45,839	\$54,436	\$55,702
8	\$49,770	\$42,584	\$50,587	\$43,283	\$55,702	\$47,659	\$56,527	\$57,810
9	\$51,886	\$44,394	\$52,738	\$45,123	\$58,219	\$49,813	\$59,078	\$60,349
10	\$53,986	\$46,191	\$54,840	\$46,922	\$60,756	\$51,984	\$61,595	\$62,843
11	\$56,527	\$48,365	\$57,380	\$49,095	\$63,709	\$54,510	\$64,582	\$65,845
12	\$59,910	\$51,260	\$60,759	\$51,986	\$67,195	\$57,493	\$67,920	\$69,226
13	\$61,612	\$52,716	\$62,493	\$53,470	\$69,119	\$59,139	\$69,868	\$71,211
14	\$67,060	\$57,378	\$68,008	\$58,189	\$75,187	\$64,331	\$75,998	\$77,462
LONGEVITY SCHEDULE								
15-17	\$69,660	\$59,602	\$70,631	\$60,433	\$78,032	\$66,765	\$78,864	\$80,372
18-19	\$70,257	\$60,113	\$71,241	\$60,955	\$78,701	\$67,338	\$79,544	\$80,460
20	\$70,864	\$60,632	\$71,847	\$61,473	\$79,482	\$68,006	\$80,635	\$82,565
21+	\$71,333	\$61,034	\$72,314	\$61,873	\$79,947	\$68,404	\$81,104	\$83,031
LONGEVITY SCHEDULE (Includes 2% longevity)								
15-17	\$71,053	\$60,794	\$72,044	\$61,642	\$79,593	\$68,101	\$80,441	\$81,979
18-19	\$71,662	\$61,315	\$72,666	\$62,174	\$80,275	\$68,685	\$81,135	\$82,069
20	\$72,281	\$61,845	\$73,284	\$62,703	\$81,072	\$69,366	\$82,248	\$84,216
21+	\$72,760	\$62,254	\$73,760	\$63,110	\$81,546	\$69,772	\$82,726	\$84,692

2024/2025 SALARY SCHEDULE

STEP	Bachelor's	Bachelor's/ 160 Days	Bachelor's+ 20 Credits	Bachelor's+ 20/160 Days	Master's	Master's/ 160 Days	Master's+ 15 Credits	Master's+ 30 Credits
5	\$44,971	\$38,478	\$45,963	\$39,327	\$50,320	\$43,055	\$51,187	\$52,495
6	\$46,445	\$39,739	\$47,660	\$40,779	\$52,498	\$44,918	\$53,332	\$54,643
7	\$48,593	\$41,577	\$49,468	\$42,326	\$54,645	\$46,755	\$55,525	\$56,816
8	\$50,765	\$43,435	\$51,598	\$44,148	\$56,816	\$48,613	\$57,658	\$58,967
9	\$52,924	\$45,283	\$53,793	\$46,026	\$59,384	\$50,810	\$60,260	\$61,556
10	\$55,066	\$47,115	\$55,937	\$47,861	\$61,971	\$53,023	\$62,827	\$64,100
11	\$57,658	\$49,333	\$58,528	\$50,077	\$64,983	\$55,600	\$65,874	\$67,162
12	\$61,109	\$52,286	\$61,974	\$53,026	\$68,539	\$58,643	\$69,278	\$70,611
13	\$62,844	\$53,770	\$63,742	\$54,539	\$70,502	\$60,323	\$71,265	\$72,636
14	\$68,401	\$58,525	\$69,368	\$59,352	\$76,691	\$65,618	\$77,518	\$79,011

LONGEVITY SCHEDULE

15-17	\$71,054	\$60,795	\$72,043	\$61,641	\$79,593	\$68,101	\$80,442	\$81,979
18-19	\$71,662	\$61,315	\$72,666	\$62,174	\$80,275	\$68,684	\$81,134	\$82,069
20	\$72,282	\$61,846	\$73,284	\$62,703	\$81,071	\$69,366	\$82,247	\$84,216
21+	\$72,760	\$62,255	\$73,760	\$63,110	\$81,546	\$69,772	\$82,726	\$84,692

LONGEVITY SCHEDULE (Includes 2% longevity)

15-17	\$72,475	\$62,011	\$73,484	\$62,874	\$81,185	\$69,463	\$82,051	\$83,619
18-19	\$73,095	\$62,541	\$74,119	\$63,418	\$81,881	\$70,058	\$82,757	\$83,710
20	\$73,728	\$63,082	\$74,750	\$63,957	\$82,692	\$70,753	\$83,892	\$85,900
21+	\$74,215	\$63,500	\$75,235	\$64,372	\$83,177	\$71,167	\$84,381	\$86,386

2025/2026 SALARY SCHEDULE								
STEP	Bachelor's	Bachelor's/ 160 Days	Bachelor's+ 20 Credits	Bachelor's+ 20/160 Days	Master's	Master's/ 160 Days	Master's+ 15 Credits	Master's+ 30 Credits
5	\$45,646	\$39,055	\$46,653	\$39,917	\$51,075	\$43,701	\$51,955	\$53,282
6	\$47,141	\$40,335	\$48,375	\$41,390	\$53,285	\$45,591	\$54,132	\$55,463
7	\$49,322	\$42,201	\$50,210	\$42,960	\$55,465	\$47,457	\$56,358	\$57,668
8	\$51,526	\$44,086	\$52,372	\$44,810	\$57,668	\$49,342	\$58,523	\$59,851
9	\$53,717	\$45,961	\$54,600	\$46,717	\$60,275	\$51,572	\$61,164	\$62,479
10	\$55,892	\$47,822	\$56,776	\$48,578	\$62,901	\$53,819	\$63,770	\$65,061
11	\$58,523	\$50,073	\$59,405	\$50,828	\$65,957	\$56,434	\$66,862	\$68,169
12	\$62,025	\$53,070	\$62,904	\$53,822	\$69,567	\$59,523	\$70,317	\$71,670
13	\$63,786	\$54,576	\$64,699	\$55,357	\$71,559	\$61,227	\$72,334	\$73,725
14	\$69,427	\$59,403	\$70,409	\$60,243	\$77,841	\$66,602	\$78,681	\$80,196
LONGEVITY SCHEDULE								
15-17	\$72,119	\$61,706	\$73,124	\$62,566	\$80,787	\$69,123	\$81,648	\$83,209
18-19	\$72,737	\$62,235	\$73,756	\$63,107	\$81,479	\$69,715	\$82,351	\$83,300
20	\$73,366	\$62,773	\$74,383	\$63,643	\$82,287	\$70,406	\$83,481	\$85,480
21+	\$73,851	\$63,188	\$74,866	\$64,056	\$82,770	\$70,819	\$83,967	\$85,962
LONGEVITY SCHEDULE (Includes 2% longevity)								
15-17	\$73,561	\$62,940	\$74,586	\$63,817	\$82,403	\$70,505	\$83,281	\$84,873
18-19	\$74,192	\$63,480	\$75,231	\$64,369	\$83,109	\$71,109	\$83,998	\$84,966
20	\$74,833	\$64,029	\$75,871	\$64,916	\$83,933	\$71,814	\$85,151	\$87,190
21+	\$75,328	\$64,452	\$76,363	\$65,338	\$84,425	\$72,236	\$85,646	\$87,681

- 42.1 The school calendar contains 180 student instruction days, up to five (5)-additional teacher workdays (one may be a Regional Staff Development Day), and two (2) professional development days for a total of 187 teacher workdays.
- 42.2 Consistent with MCL 388.1701, schools may be closed or may cancel the first six (6) days or the equivalent number of hours due to conditions not within the control of school authorities, such as severe storms, fires, epidemics, utility power unavailability, water or sewer failure, or health conditions as defined by the city, county, or state health authorities. The district will follow the terms and conditions of MCL 388.1701 in the event it changes in the future. The Employer retains the right to make up or reschedule student instruction days and/or employee workdays which are canceled or lost. Makeup days shall not increase the number of student instructional days to more than those necessary to meet the required hours of instruction unless the school district would otherwise receive a monetary penalty.
- 42.3 Teachers required to work on emergency (cancellation) closure days or “acts of God” days and rescheduled student instruction days will be compensated at an individual teacher’s normal daily rate for days worked in excess of the required teacher workdays. Teachers required to work only on rescheduled days (not emergency (cancellation) closure days or “acts of God” days) will receive no additional compensation.
- 42.4 If it becomes necessary to make up student instruction days, those instruction days will be added on at the end of the school year. It is mutually understood and agreed between the parties that the intent of the school calendar is to provide for ending the first and second semester with one-half day of student instruction (the remaining portions of the two days will be employee workdays).
- 42.5 This negotiated agreement shall contain a school calendar extending at least one year beyond the year in which this Master Agreement expires.
- 42.6 Three of the full student instruction days in each annual calendar may be reduced to one-half (1/2) student instruction days.
- 42.7 The school calendar identifies specific dates for parent-teacher conferences. One or more parent-teacher conference sessions at each school will be held in the evening to accommodate parents. Parent-teacher conferences may be held on a different day than listed in the teacher calendar under the following conditions:
 - a. When teachers and principals agree to hold conferences on a different date or dates as a way as to encourage higher participation by parents, and/or
 - b. Where holding evening conferences on another date will be beneficial in encouraging more parental involvement and will allow greater flexibility for parents who wish to attend such conferences.
- 42.8 Evening parent-teacher sessions shall be a minimum of three hours in length, scheduled to last until at least 7:30 p.m. Any three hour evening session may substitute for a half-day originally scheduled on the school calendar. Upon mutual agreement by the teachers and principal at the building level, teachers may not report on a date that parent-teacher conferences were originally scheduled on if those conferences are held in the evening on an alternate date.

- 42.9 Elementary schools may hold additional portfolio parent-teacher conferences on days in addition to the regularly scheduled parent-teacher conferences when those meetings are by mutual agreement involving teachers and principals at each school and by central administration, as long as annual requirements for days and hours of pupil instruction are not compromised.
- 42.10 The calendar will contain five (5) more days than the number of days indicated in Subsection 42.1. These days will be used only if there are more than two (2) inclement weather days.
- 42.11 All special education teachers must attend one of two (2) scheduled two (2) hour district department meetings (one following the three (3) hour professional development day before school starts, paid at the non-student hourly rate or during the first Teacher Work Day with no additional compensation).

TRAVERSE CITY AREA PUBLIC SCHOOLS 2023-2024

FINAL
4/21/23

JULY 2023

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

AUGUST 2023

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

SEPTEMBER 2023

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

OCTOBER 2023

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

NOVEMBER 2023

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

DECEMBER 2023

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

- 7/4 Holiday
8/28 No school (*optional professional development half day for teachers - 3 hours of DPPD*)
8/29 No school (*required professional development day for teachers - 6 hours of DPPD*)
8/30 No school (*required professional development day for teachers - 6 hours of DPPD*)
8/31 Teacher work day
9/1 No school
9/4 No school, *Labor Day holiday*
9/5 First day of school for students
10/4 Count day
10/5* Two hour early release for students, full day for staff
11/2* Two hour early release for students, full day for staff
11/3 **End of the first quarter**
11/7** No school, *Election Day*, regional training day, full day for staff
11/22 No school, full day for staff
11/23-24 No school, *Thanksgiving recess*
12/7* Two hour early release for students, full day for staff
12/22* Half Day/Winter recess for students begins
1/2 No school, full day for staff
1/3 School resumes
1/11* Two hour early release for students, full day for staff
1/15 No school, *Observance of Martin Luther King Jr.*
1/19* Half day for students, full day for staff, **end of second quarter/first semester (records day staff)**
2/1* Two hour early release for students, full day for staff
2/14 Count day
3/7* Two hour early release for students, full day for staff
3/21 **End of third quarter**
3/22 No school, full day for staff
3/29 No school, *holiday*
4/1 School resumes
4/4* Two hour early release for students, full day for staff
5/2* Two hour early release for students, full day for staff
5/27 No school, *Memorial Day holiday*
6/7* Last half day for students, **end of fourth quarter/second semester (records half day for staff)**
6/10-14 Make up days for inclement weather

SYMBOLS:

- Holiday/vacation days
- Teacher work days (4)
- ⊗ Two hour early release, teacher collaborative routines (8)
- / Half days for all students (3)
- ◆ Professional development days (3)
- ◇ Regional training day (1)
- △ Make up days for inclement weather
- ☆ Count days

Instruction days (180-elementary)
(180-secondary)
*If school is cancelled on a two hour early release day, the two hour early release day will occur on the following Thursday when school is in session. If school is cancelled on a half day, the half day will occur on the following Tuesday when school is in session.

**Pending state approval and NorthEd schedule.

JANUARY 2024

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

FEBRUARY 2024

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

MARCH 2024

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

APRIL 2024

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

MAY 2024

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

JUNE 2024

S	M	T	W	T	F	S
						1
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