Board of Education Proposal to TCEA

8/27/13

Traverse City Education Association

Master Agreement

September 1, ~~2010~~ 2013 - August 31, ~~2013~~ 2015

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 collective bargaining Agreement.

2.5 If any provision of this Agreement or application thereof becomes unlawful due to legislative enactment or is ~~shall be~~ found contrary to law by a final and unappealed order of a court of competent jurisdiction, then such provision or application shall be deemed ~~not~~ invalid~~,~~ but all other ~~provisions or~~ applications and provisions of this Agreement shall continue in force and effect, to the extent permitted by law.

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, ~~2013~~ 2015.

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 all rights to assert that this clause is unenforceable.~~

3.3 In witness whereof, the parties have hereunto set their hands this ~~29th~~ ____ day of ~~June 2011~~ _____.

3.4

TRAVERSE CITY EDUCATION ASSOCIATION, MEA/NEA	TRAVERSE CITY AREA PUBLIC SCHOOLS BOARD OF EDUCATION
By _____ Chief Spokesperson	By _____ President
By _____ TCEA President	By _____ Secretary
By _____ Negotiating Committee Member	By_____ Chief Spokesperson
By _____ Negotiating Committee Member	By _____ Superintendent
By _____ Negotiating Committee Member	
By _____ Negotiating Committee Member	

ASSOCIATION DUES, FEES, AND
PAYROLL DEDUCTIONS Section 5

5.1 ~~Each teacher shall, as a condition of employment,~~A bargaining unit member may, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association or pay a service fee to the Association as allowed by law. ~~The teacher may authorize payroll deduction for such fee. In the event that the teacher shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7), at the written request of the Association, deduct the service fee from the teacher's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made beginning the first pay period of October and for the next twenty (20) consecutive pay periods (a total of twenty-one (21) deductions), provided that deduction for such fees shall not supersede any legally required deductions or deductions authorized prior to the date of this Agreement.~~

5.2 ~~The Association shall, a minimum of three (3) weeks prior to the first payroll distribution, give written notification to the business office of the amount of the dues/fees and assessments which are to be deducted in that school year.~~ The amount of ~~these~~ dues/fees and assessments shall not be subject to change more than once during the school year. For the purpose of this section, the term "school year" shall mean the twelve-month period beginning with the opening of school in the fall of each year. The right to refund to teachers monies deducted from their salaries under such authorization shall lie solely with the Association.

~~5.3 The Employer shall not be required to make any deduction for Association fees or dues if the teacher's pay is not sufficient to cover those dues/fees in any pay period. The payroll office shall not be required to honor for any month's deduction any authorization that is delivered to the payroll office later than two weeks prior to distribution of the payroll from which the deductions are to be made. Monies deducted by the Employer for Association dues/fees shall be remitted to the Association or its designated representative no later than twenty (20) days following such deductions.~~

5.~~4~~3 If any person represented by the bargaining unit who pays service fees hereunder objects to the expenditure by the Association (including MEA or NEA) of any funds collected from him/her pursuant to Subsection 5.1 (above), such person may present such objection pursuant to that policy and the procedures therein set forth. ~~; however, challenge to any such expenditure shall not relieve the person of the obligation of paying the service fee or any portion thereof pending final determination thereunder. The Association shall establish a procedure under "Policy Regarding Objections to Political - Ideological Expenditures". The reme-~~

~~dies set forth in such policy shall be exclusive, and unless and until such procedures, including any judicial review thereof, shall have been availed of and exhausted, no dispute, claim, or complaint by such objecting bargaining unit member concerning the application and interpretation of this article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.~~

5.~~5~~4 Membership in the Association is not compulsory. Each employee shall have the right to freely join, refrain from joining, or drop his/her membership in the Association.

5.~~6~~5 Pursuant to Equal Employment Opportunity Commission guidelines, any employee that has a bona fide good faith religious objection to the requirements of this article shall not be subject to these requirements. Any such employee shall notify the Employer and the Association of his/her objection and the basis for such objection. Any employee who has a bona fide good faith religious objection must pay an amount equal to the monthly Association dues or monthly representation fee to a nonprofit charitable organization that is active in the Traverse City area. The employee will supply a receipt to the Employer and Association showing such contribution to said organization.

5.~~7~~6 The Association, by the execution of this Agreement, expressly assumes the full responsibility for the validity and legality of the provisions set forth within Section 5. The Association expressly agrees to indemnify and hold the Employer harmless for any and all damages, claims, suits, including all costs of witnesses and attorneys' fees, or other forms of liability that may arise out of or by reason of the provisions herein set forth in Section 5. The Association assumes the right, after consultation with the Board or Board designee to select counsel and to compromise or settle any claim made against the Board as a result of Section 5.

5.7 If future legislation deems the language in Section 5 unenforceable, the language set forth in Section 5 of the September 1, 2010 through August 31, 2013 Collective Bargaining Agreement shall be reinstated.

GRIEVANCE PROCEDURE Section 7

7.1 Definitions which apply to this section:

a. A grievance is a written complaint by a teacher or the Association that there has been a violation, misinterpretation, or misapplication of the express terms of this Agreement.

b. A "day" means a weekday (Monday through Friday), exclusive of Saturday, Sunday, or legal holidays (See Subsection 7.7 for vacation period exception).

7.2 Level I

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

7.3 Level II

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

(1) Identification of the grievant(s).

(2) The specific facts upon which the grievance is based.

(3) The applicable portion of the Agreement allegedly violated, misinterpreted, or misapplied.

(4) The specific relief requested.

(5) The date on which the alleged grievance occurred.

(6) The date on which the grievance is being filed.

(7) A signature attesting to the facts as presented.

b. Within ten (10) days of receipt of the grievance, the Employer's designated representative shall meet with the Association in an effort to resolve the grievance. The Employer's designated representative shall indicate the disposition of the grievance in writing within ten (10) days of such meeting and shall furnish a copy thereof to the Association. If the grievance involves the suspension without pay of over three days of a probationary teacher, the grievant may appeal the Level II decision to the Board of Education.

7.4 Level III

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

7.5 Level IV

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

7.6 Powers of the Arbitrator

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

a. S/he shall have no power to add to, subtract from, alter or modify any of the terms of this Agreement.

b. S/he shall have no power to establish salary structures or change any salary, but may rule on the proper placement of persons on the established salary schedules.

c. S/he shall have no power to rule on any of the following:

(1) The termination of services of or failure to re-employ any ~~probationary~~ teacher.

(2) The termination of services or failure to re-employ any teacher to a

position on the extracurricular schedule.

(3) Any matter involving the content of a teacher evaluation.~~ except in cases of tenure teacher demotion or discharge in which case tenure teacher evaluations shall not be excluded from Arbitration.~~

(4) Any provision of this Agreement which contains an express exclusion from the procedure.

(5) Discipline of a probationary teacher.

d. The Arbitrator shall have no power to change any practice, policy or rule of the Board.

e. Both parties agree to be bound by the award of the Arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

f. The Arbitrator's fees shall be borne equally by the parties. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

g. When a party unilaterally initiates action to cancel or postpone an arbitration, the fees resulting from the cancellation or postponement will be borne solely by the party taking action to cancel or postpone.

7.7 A grievance must be filed in writing at Level II within fifteen (15) days of the violation, misinterpretation, or misapplication of the contract provision, or within fifteen (15) days of the discovery of the grievable situation, but in any event, no later than ten (10) days after the expiration of this Agreement.

7.8 The time limits established by this grievance procedure shall be strictly construed; provided, however, the parties to this Agreement reserve the right to mutually extend or alter said time limits in writing. During a vacation period, the time limits established by this grievance procedure shall be extended ten (10) days upon the written request of either party. Any grievance procedure not advanced to the next step of the grievance procedure within the time limits specified shall be deemed abandoned.

7.9 In the event the Employer's representative fails to respond to a grievance within the time limits specified, said grievance shall be deemed denied and subject to advancement to the next step of the grievance procedure.

7.10 Notwithstanding the expiration of this Agreement, any claim or grievance arising during the term of this Agreement and timely filed, may be processed as herein provided until resolution.

7.11 For the purpose of assisting a teacher or the Association in the processing of a grievance, the Employer shall permit the affected teacher access to and the right to inspect and acquire copies of his/her personnel file and any other recorded evaluations which pertain to the teacher. A representative of the Association may accompany and assist the teacher in this regard. Confidential letters of reference may be excluded from the materials available for the teacher's inspection.

7.12 Whenever possible, arbitration hearings shall be scheduled so that no interference with the regular school program results.

SICK LEAVE BANK Section 39

39.1 When a teacher's sick leave has been exhausted, such teacher may be granted additional sick leave days in number not to exceed thirty (30) days, plus the days which the teacher has contributed to the sick leave bank. In order to be eligible to draw from the bank, the teacher must present a doctor's certificate of serious health condition, illness or injury (from a non-immediate family physician as defined in Subsection 38.4). The sick leave bank shall not be used for a non-serious health condition, illness nor injury. These additional sick leave days will be drawn from a sick leave bank, the formation and administration of which shall be as follows:

a. Any teacher may contribute from his/her accumulated sick leave one (1) day per school year to a bank of sick leave of a total of five hundred (500) days. Individual authorization cards shall be placed in chronological order and the contributed days shall be used to maintain the bank at the maximum of five hundred (500) days. All authorization received in excess of the five hundred (500) days shall be maintained on file and shall be used to replenish the bank when necessary.

b. The Superintendent or his/her duly authorized representative shall notify the TCEA when the bank has been depleted to two hundred (200) days. Thereafter, it shall be the responsibility of the teachers in their discretion to replenish the Sick Leave Bank to its maximum level of five hundred (500) days by authorizing a deduction on his/her card which is on file with the Business Office.

c. The Sick Leave Bank shall be available to all teachers in the school district who have made a contribution to the Bank. Sick bank cards will be distributed at the first staff meeting at each building and accepted in the Human Resources Office only if received by the deadline indicated.

d. The Sick Leave Bank shall be administered by the Human Resources Office, and reviewed by two (2) persons designated by the Superintendent and two (2) authorized representatives of the TCEA. These persons shall be the Sick Leave Bank Committee, which shall review all matters related to the Sick Leave Bank. The decisions of the committee shall be advisory to the Superintendent or his/her designee.

INSURANCE PROTECTION Section 40

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

PLAN A

Major Medical	MESSA Choices II $10/20 Rx, $100/$200 annual deductible effective October 1, 2011
Life Insurance	Life volume requested $10,000.00 Disability waiver will apply
Accidental Death & Dismemberment	Life volume requested $10,000.00
Vision	VSP 2
Dental	90X/70S/70:$1,500.00 Annual Max No orthodontics: 0.00 Lifetime Max Two cleanings per year. No adult orthodontics
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.

40.2 Full-time employees deduction for health insurance in 2010/11 shall be at $75 per pay for 21 pays, in 2011/12 shall be at $100 per pay for 21 pays, and in 2012/13 shall be at $125 per pay for 21 pays. If insurance costs go up less than 7.5% in 2012/13 and subsequent years, then employees will continue with the $100/$200 annual deductible. If insurance and costs go up less than 7.5%, the employer and employee will split the increase. If insurance costs go up greater than 20% then both parties will convene to discuss cost containment. If insurance costs go up 7.5% to 15%, then employees will move to a $200/$400 annual deductible. If insurance rates go up greater than 15%, then employees will go to a $300/$600 annual deductible.

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

a. Deduct the difference through payroll deduction utilizing the IRS Section 125 plan.

b. Adjust benefit levels to keep costs within the maximum indicated in Subsection 40.2.

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

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

<u>PLAN B</u>

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

40.6 If an employee fails to notify the Human Resources Office when his/her family status changes, whereby it would change the type of contract (persons covered), the employee because of his/her negligence, will assume the responsibility of repaying the school for any overpayment made on a policy in excess of what the employee is entitled to receive.

40.7 Benefits for employees will become effective the first of the month following the month employee becomes eligible for said benefits. Eligibility for all insurance coverage is based on the acceptance of the written application by the insurance provider. Enrollment for fringe benefits will be accepted by the insurance provider only during the established open enrollment period (May 15 - June 15) of each year or for new employees within thirty (30) days from the date of eligibility. It is understood that the contract year for insurance coverage is October 1 through September 30. Responsibility for enrollment in the program rests with the employee. Insurance costs for part-time employees shall be prorated per Sections 41.4, 41.5 and 41.6.

40.8 Privacy and confidentiality to members on all medical information shall be observed. No one, including members of administration or Board of Education, shall access medical records on an individual member basis nor allow others this access. The only exception to this rule of privacy would be the Human Resources personnel who work directly with members on their individual claims. Any Human Resources personnel who work with members relative to individual benefit claims will do so under the strictest terms of confidentiality restricting all others from accessing the confidential information related to individual members and their claims. Confidentiality shall be observed in accordance with Section 550.934 (Section 34) of the Third Party Administrator Act.

40.9 The Employer shall adopt and implement a qualified plan document which complies with Section 125 of the Internal Revenue Code.

PAYMENTS AND DEDUCTIONS Section 43

43.1 Salary payments will be made on alternate Fridays.

43.2 Mandatory Deductions

a. Withholding Tax - Federal and State

b. Social Security

~~c. Bargaining unit representation fee (when/if stipulated by bargaining unit as per Section 5).~~

43.3 Voluntary Deductions

a. Health and accident insurance as available through the Employer

b. M.E.A. - N.E.A., local Association dues, representation fee

c. United Way

d. Employees Credit Union

e. Tax-deferred annuities

43.4 Due to bona fide Employer or employee errors, the Employer may make corrections in an employee's pay. In such cases, an explanation of the error will accompany the pay adjustment, with a copy of the explanation forwarded to the Association president.

SALARY SCHEDULES Section 44

44.1 The salary schedules will reflect ~~0~~1% salary increase for ~~2010/11, 2011/12, and 2012/13~~2013/14 and 2014/15. Horizontal movement for educational credits will continue to occur. One-year step movement will occur~~ except in the year 2011/12. Step 21+ will reflect a $200 increase in 2012/13~~. In 2013/14 and 2014/15 employees on Step 21+ will receive a $200 off schedule payment. Beginning 2014/15 step movement will occur only for employees who receive a Highly Effective or Effective rating in their previous year's evaluation. Two (2) professional development days will be added to the 2001/02 teacher calendar and will be paid at per diem. If the professional development days are removed from the calendar for budgetary reasons employee salaries will be reduced by per diem.

(SALARY SCHEDULE CHARTS INSERTED HERE)

TRAVERSE CITY AREA PUBLIC SCHOOLS — DRAFT

2013-2014

JULY 2013

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AUGUST 2013

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SEPTEMBER 2013

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OCTOBER 2013

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NOVEMBER 2013

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DECEMBER 2013

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7/4	*4th of July holiday*
8/27	No school *(professional development half day for teachers)*
8/28	No school *(required professional development day for teachers)*
8/29	Teacher work day
8/30	No school
9/2	No school, *Labor Day holiday*
9/3	First full day for students
10/2	Count day
10/8-25	MEAP testing and make-up days
11/1	Half day for students, full day for staff *(parent-teacher conferences - elementary p.m., secondary teacher work day p.m.)*
11/4	No school *(professional development day for teachers and support staff)*
11/26*	Half day for students, full day for staff, **end of first trimester** *(records day p.m. staff)*
11/27	No school *(parent-teacher conferences)*
11/28-29	No school, *Thanksgiving recess*
12/20	Holiday recess begins after the full day
1/6	School resumes
1/20	No school, *Martin Luther King, Jr. holiday*
1/24	**End of first semester** for 6th-8th grade students
2/12	Count day
3/4-6	Michigan Merit Examination for 11th grade students
3/13*	Half day for students, full day for staff, **end of second trimester** *(parent-teacher conferences-elementary, records day p.m.- secondary staff)*
3/14	No school, full day for staff *(records day for staff)*
3/18-20	Make up dates for Michigan Merit Examination for 11th grade students
3/27	Spring recess begins for students after the full day
3/28	No school, full day for staff *(parent-teacher conferences-elementary, secondary teacher work day a.m. only)*
4/7	School resumes
4/18	No school, *Holiday*
5/26	No school, *Memorial Day holiday*
6/1	Graduation *(West Senior High School 1 p.m.; Central High School 6 p.m. Both at Interlochen Center for the Arts)*
6/6	Graduation *(Traverse City High School 6 p.m. at Lars Hockstad Auditorium)*
6/10	Last half day for students, **end of second semester, end of third trimester** *(records half day p.m. for staff)*
6/11	No school *(records day for staff)*
6/12-18	Make up days for inclement weather

SYMBOLS:

- ○ Holiday/vacation days
- ▭ Teacher work days (5)
- ◇ Professional development days (3)
- △ Make up days for inclement weather
- / Half days for all students
- ☆ Count days

Instruction days (177-elementary)
(177-secondary)

*If school is closed due to inclement weather, half days will occur on the following school day(s).

Rev.6/12/13

JANUARY 2014

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APRIL 2014

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MAY 2014

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DRAFT

TRAVERSE CITY AREA PUBLIC SCHOOLS

2014-2015

JULY 2014

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AUGUST 2014

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SEPTEMBER 2014

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OCTOBER 2014

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NOVEMBER 2014

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DECEMBER 2014

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10/7-24	MEAP testing and make-up days
10/31	Half day for students, full day for staff *(parent-teacher conferences-elementary p.m., secondary teacher work day p.m.)*
11/3	No school *(professional development day for teachers and support staff)*
11/25*	Half day for students, full day for staff, **end of first trimester** *(records day p.m. staff)*
11/26	No school *(parent-teacher conferences)*
11/27-28	No school, *Thanksgiving recess*
12/19	Holiday recess begins after the full day
1/5	School resumes
1/19	No school, *Martin Luther King, Jr. holiday*
1/23	**End of first semester** for 6th-8th grade students
2/11	Count day
3/3-5	Tentative Michigan Merit Examination for 11th grade students
3/12*	Half day for students, full day for staff, **end of second trimester** *(parent-teacher conferences-elementary, records day p.m.- secondary staff)*
3/13	No school, full day for staff *(records day for staff)*
3/17-19	Make up dates for Michigan Merit Examination for 11th grade students
3/26	Spring recess begins for students after the full day
3/27	No school, full day for staff *(parent-teacher conferences-elementary, secondary teacher work day a.m. only)*
4/7	School resumes
5/25	No school, *Memorial Day holiday*
6/9	Last half day for students, **end of second semester, end of third trimester** *(records half day p.m. for staff)*
6/10	No school *(records day for staff)*
6/11-17	Make up days for inclement weather

SYMBOLS:

- ○ Holiday/vacation days
- ▭ Teacher work days (5)
- ◇ Professional development days (3)
- △ Make up days for inclement weather
- / Half days for all students
- ☆ Count days

Instruction days (177-elementary)
(177-secondary)

*If school is closed due to inclement weather, half days will occur on the following school day(s).

Rev.7/8/13

JANUARY 2015

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FEBRUARY 2015

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MARCH 2015

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APRIL 2015

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MAY 2015

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JUNE 2015

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TRAVERSE CITY AREA PUBLIC SCHOOLS

DRAFT

2015-2016

JULY 2015

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OCTOBER 2015

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NOVEMBER 2015

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7/3	*4th of July holiday*
9/1	No school *(professional development half day for teachers)*
9/2	No school *(required professional development day for teachers)*
9/3	Teacher work day
9/4	No school
9/7	No school, *Labor Day holiday*
9/8	First full day for students
10/7	Count day
10/	MEAP testing and make-up days
11/2	No school *(professional development day for teachers and support staff)*
11/26-27	No school, *Thanksgiving recess*
12/3	Half day for students, full day for staff, **end of first trimester** *(records day p.m. staff)*
12/4	No school *(parent-teacher conferences)*
12/22	Holiday recess begins after the full day
1/4	School resumes
1/18	No school, *Martin Luther King, Jr. holiday*
1/ 22	**End of first semester** for 6th-8th grade students
2/10	Count day
3/	Tentative Michigan Merit Examination for 11th grade students
3/10	Half day for students, full day for staff, **end of second trimester** *(parent-teacher conferences-elementary, records day p.m.- secondary staff)*
3/11	No school, full day for staff *(records day for staff)*
3/	Make up dates for Michigan Merit Examination for 11th grade students
3/24	No school, full day for staff *(parent-teacher conferences-elementary, secondary teacher work day a.m. only)*
3/25	No school, *holiday*
3/28	Spring recess begins
4/4	School resumes
5/30	No school, *Memorial Day holiday*
6/10	Last half day for students, **end of second semester, end of third trimester** *(records half day p.m. for staff)*
6/13	No school *(records day for staff)*
6/14-20	Make up days for inclement weather

SYMBOLS:

- ○ Holiday/vacation days
- ▭ Teacher work days (5)
- ◇ Professional development days (3)
- △ Make up days for inclement weather
- / Half days for all students
- ☆ Count days

Instruction days (177-elementary)
(177-secondary)

*If school is closed due to inclement weather, half days will occur on the following school day(s).

Rev.7/10/13

JANUARY 2016

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FEBRUARY 2016

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MARCH 2016

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APRIL 2016

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MAY 2016

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JUNE 2016

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PROHIBITED SUBJECTS SECTIONS

TEACHER EMPLOYMENT AND ASSIGNMENT Section 11

11.1 The right of determination of teacher employment and assignment, except as provided elsewhere in this contract, is vested in the Board of Education, or its designated representative.

~~11.2 To be eligible for appointment to a teaching position, each applicant shall:~~

~~a. Have or be eligible to receive a bachelor's degree from an accredited college or university and a valid provisional, permanent, or continuing certificate recognized by the Department of Education of the State of Michigan, with the exception of teachers of vocational subjects who are required to have a vocational certificate, but not necessarily a bachelor's degree.~~

~~b. In the event no qualified candidate with a bachelor's degree is available, the Superintendent of Schools may recommend for employment a specially certified teacher with less preparation. The position, however, shall continue to be considered to be vacant and shall continue to be posted until such time as it is filled by an individual holding a valid provisional, permanent, or continuing certificate.~~

~~11.3 Teachers should not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field(s) of study.~~

~~11.4 In making teacher assignments, the Employer will consider, by way of illustration and not limitation, the following:~~

~~a. Leaves with guaranteed placement.~~

~~b. Internal building assignment changes.~~

~~c. Right to return.~~

~~d. Surplus teachers.~~

~~e. Transfers.~~

~~f. Leaves without guaranteed placement.~~

~~g. Laid-off teachers.~~

~~11.5 Prior to the close of school, the principal will make available to each teacher his/her teaching assignment as then scheduled for the forthcoming year. Should changes in a teaching assignment be necessary prior to the beginning of a new school year, or during the school year, those assignment changes shall be discussed with the teacher or teachers affected prior to consummation of assignment. If the teacher is not available for discussion, s/he shall be advised of the change in writing. Teachers will be given written notice of assignment changes.~~

11.~~6~~2 Lunch room duty shall constitute a voluntary assignment.

~~11.7 Teachers in elementary special areas, such as art, music, physical education and Spanish may make recommendations regarding their individual teaching schedules and specific building assignments annually. Such recommendations and requests are to be made in writing and forwarded to the Human Resources Office no later than June 1 of each year. Written recommendations and requests will be shared with and reviewed by appropriate department chairpersons and administrators prior to finalizing the special area teacher assignments.~~

11.~~8~~3 Special education teachers will be provided two (2) days for IEP's.

11.~~9~~4 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 .5 hour increments as requested by the teachers.

VACANCIES AND TRANSFERS Section 12

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

~~12.2 Whenever a bargaining unit vacancy shall occur, full-time or part-time, the Employer, through administrative personnel, shall give written notification to the Association through its president, and send a copy to each Association building representative for posting on the bulletin board.~~

~~12.3 Copies of postings for administrative vacancies shall also be forwarded to the Association as outlined in Subsection 12.2 above.~~

~~12.4 It is understood that vacancies may not be posted when a certified and qualified teacher is on layoff (or such layoff is pending) and will be recalled as a result of the vacant position(s). Posting of vacancies may be delayed when the transfer process is in progress or while determination is pending on whether or not to fill the position(s) vacated.~~

~~12.5 Except as limited in this article, any teacher may apply in writing for a posted vacancy, and within fifteen (15) weekdays the teacher shall be notified in writing as to the disposition of the application.~~

~~12.6 Except as limited in this article, any teacher wishing to transfer to another position may submit a written request to his/her immediate supervisor and a copy of the request to the Human Resources Office. Within fifteen (15) weekdays the Employer shall reply in writing to the teacher confirming receipt of the request.~~

~~12.7 The building principal responsible for conducting transfer interviews will also be responsible for communicating with all employees who interviewed within ten (10) workdays after the transfer for which the employees interviewed has been confirmed in writing.~~

~~12.8 Teacher requests for vacant positions and/or for transfers will be maintained on file for a minimum of one (1) year.~~

~~12.9 No vacancy shall be filled until ten (10) calendar days after vacancy notification unless the vacancy occurs between August 1 and the first day of school, in which case the Human Resources Office shall notify the Association president orally or in writing of the vacancy. The ten (10) day period will also be waived (but notification to the Association president will occur) during the first fifteen (15) school days when enrollment changes and/or staff changes require a new hire.~~

~~12.10 In filling available positions, vacancies and transfers, the Employer will consider~~

~~professional qualifications, background, attainments, instructional requirements, service to the school district, professional preferences of teacher, the best interests of the pupils and the school district, and other relevant factors as they relate to all applicants from within the school district, as well as from outside the school district. A list of the qualifications for each position will be available from the Human Resources Office upon request.~~

~~12.11 A transfer will be discussed with the teacher or teachers affected at least one (1) day prior to consummation of the transfer unless waived by the teacher or teachers. The teacher with the most seniority who interviews for a position and does not receive the position will be sent a letter of explanation within five (5) days.~~

~~12.12 Teachers without appropriate course work, or the equivalent in experience (if acceptable to accrediting agencies) in the subject areas in which they are presently assigned, will acquire the appropriate background or be given a change in assignment.~~

~~12.13 Teachers, in requesting a transfer or applying for a vacant position, shall specify buildings and desired subject area(s) or grade level(s).~~

~~12.14 Teachers who are transferred or assigned a position which was vacant may request assistance from the Employer in moving teaching supplies to the new location.~~

~~12.15 The parties recognize that changes in grade assignment in the elementary schools, changes in subject assignments in the secondary school grades, and transfers between schools will be necessary. Such changes may be necessary, by way of illustration and not limitation, for curriculum changes and enrollment changes, for teacher renewal, growth, morale, improvement, for maintaining excellence of the district's teaching staff, and for the benefit and well being of the district's students.~~

~~12.16 To assist in vacancy and transfer discussions, the following definitions shall be in effect:~~

~~a. "Assignment" shall be defined as the class(es) and/or grade level(s) and/or curriculum area(s) to which the teacher is assigned.~~

~~b. "Assignment Change" shall be defined as a change in assignment within the same building (or within the building complex at either the Middle School or the High School).~~

~~c. "Transfer" shall be defined as a change in teaching assignment from one school building to another school building (or from the High or Middle School complex to an elementary building, or from one secondary building complex to another).~~

d. "Surplus Teacher(s)" shall be defined as an excess teacher or teachers in a building, a building complex or a building department which results in the transfer or layoff of one (1) or more teachers.

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

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

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

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

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

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

~~Director of Human Resources within forty-eight (48) hours of their meeting with any discrepancies.~~

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

PERSONNEL FILES AND RECORDS Section 13

13.1 No materials related to ~~teacher~~ non-teaching professional staff member's evaluation originating after initial employment by the Employer will be placed in the personnel file unless the ~~teacher~~ non-teaching professional staff member has had an opportunity to review the material. The ~~teacher~~ non-teaching professional staff member may submit a written notation regarding any material and the same shall be attached to the file copy of the materials in question. If the ~~teacher~~ non-teaching professional staff member is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

13.2 Any complaint made against a ~~teacher~~ non-teaching professional staff member by a parent, student, or any other person will be called to the attention of the ~~teacher~~ non-teaching professional staff member within ten (10) school days or the complaint will not be used in disciplinary action.

13.3 Written communications of student, staff, parental, citizen, or administrative concerns involving an individual ~~teacher~~ non-teaching professional staff member shall not be made a part of the ~~teacher's~~ non-teaching professional staff member's personnel file without allowing the ~~teacher~~ non-teaching professional staff member an opportunity to file a response thereto, and said response shall become a part of said file. The ~~teacher's~~ non-teaching professional staff member's response must be filed within ten (10) days of the ~~teacher's~~ non-teaching professional staff member's receipt of the communication stating the concern. Unsigned, anonymous, or communications found to be erroneous will not become a part of a personnel file.

13.4 The contents of the teacher's personnel file may be used in making recommendations pertaining to employment outside the school district. If requested by the teacher, the type of information used in the recommendation for employment will be provided.

13.5 Bargaining unit employee personnel files, Americans with Disabilities Act files and Family Medical Leave Act files will be maintained at the central administration building. These~~This~~ 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~~ non-teaching professional staff member's annual evaluation may be kept in a building file until the annual evaluation is complete and forwarded to the central administration personnel office.

13.6 Items in the building file 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.

13.7 The Employer will not approve the public use of electronic surveillance devices in a teacher's classroom without prior notification and consultation each time with the teacher.

13.8 In the event that the district receives a Freedom of Information Act (FOIA) request for the personnel file(s) of any teacher(s), the district shall immediately notify the teacher. The teacher will be provided an opportunity to review the contents before the release of the information.

REDUCTIONS IN PERSONNEL, SENIORITY AND RECALL Section 14

14.1 In the event the Employer finds it necessary to reduce the number of teaching personnel, it reserves the right to select the educational department and/or the schools in which the reduction in personnel shall take place. ~~Teachers in the specific positions being reduced or eliminated are to be notified, and shall have the right to replace a less senior teacher within the notified teachers area(s) of certification and qualification, subject to the conditions outlined in Section 14.~~

14.2 The Association shall be informed of the reasons(s) for reduction in personnel.

~~14.3 Teaching personnel shall be reduced in the following order:~~

~~a. Teachers according to certification, qualifications, tenure, seniority.~~
~~b. Definitions:~~

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

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

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

~~Seniority: Seniority in the school district for the purpose of this section shall mean permanent employment in the school district as a bargaining unit member, except as outlined in the definition of tenure (14.3.b).~~

~~c. In the event more than one individual has the same effective date of hire after "a" and "b" (above) have been followed, the Employer shall select the teacher(s) to be laid off or retained based on, by way of illustration and not limitation, professional qualification and training, background, prior teaching experience, district curriculum and program needs, and other relevant factors.~~

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

~~a. Teachers according to certification, qualifications, tenure, and seniority. For the purpose of this paragraph, certification, qualifications, tenure, and~~

~~seniority shall be defined as in Subsection 14.3.~~

~~b. Other certified and qualified teachers as needed and available, in that order.~~

~~c. Teachers with less than a bachelor's degree, and/or a provisional certificate.~~

~~14.5 Reduction and Recall Procedures:~~

~~a. The Employer shall give written notice of recall from layoff by mailing a registered or certified letter to the teacher with return receipt requested, at his/her last known address ten (10) weekdays prior to the date the teacher is to report to work.~~

~~b. The teacher shall report to work upon the date specified by the Employer, and failure to report on that date (except in cases of emergency and when the Employer is notified in advance) shall terminate the teacher's individual employment contract.~~

~~c. The Employer shall give forty-five (45) days notice prior to the effective date of layoff, by way of illustration and not limitation, for reasons of insufficient revenue, enrollment reduction, curriculum change, to make room for those returning from leave, or program reduction.~~

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

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

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

14.9 Any layoff under this section shall suspend, for the duration of the layoff, the Employer's obligation to pay salary or fringe benefits under any teacher's individual employment contract or under this Master Agreement.

~~14.10 Refusal or acceptance of a position that is less than full-time employment with the Employer shall not affect the teacher's recall rights to a full-time position, except that a teacher who is on lay-off from a part-time position must accept a part-time recall, which is equal to or greater than the part-time employment at lay-off, or forfeit all recall rights (including loss of seniority).~~

~~14.11 No new teachers shall be employed by the Employer while there are laid off teachers in the district unless none of the laid-off teachers are certified and qualified for that vacancy and/or unless a certified teacher or teachers on layoff have refused to report to work.~~

14.12 A seniority list will be developed by January 1 each year with a copy of said seniority list sent to the Association by January 15.

SCHOOL NURSES AND
STUDENT ASSISTANCE WORKERS/SOCIAL WORKERS Section 15

15.1 All sections of this agreement shall apply to school nurses and student assistance workers/social workers except those as modified or excluded by language in this section of the contract.

15.2 School nurses and student assistance workers/social workers are not subject to the Teachers' Tenure Act and will not be issued a tenure contract as outlined in Section 9 (Individual Teacher Contracts and Statements). Nurses and student assistance workers/social workers will be provided a payroll information sheet on an annual basis.

15.3 While the right of specific assignments of school nurses and student assistance workers/social workers is vested in the Board of Education or its designated representative, school nurses and student assistance workers/social workers are not required to hold a valid provisional, permanent, or continuing teaching certificate as recognized by the Department of Education of the State of Michigan. ~~Consequently, the Employer retains the right of assignment of school nurses and student assistance workers/social workers but the remainder of Section 11 (Teacher Employment and Assignment) shall not apply to school nurses and student assistance workers/social workers.~~

15.4 ~~School nurses and student assistance workers/social workers shall not be subject to the vacancy and transfer language as outlined in Section 12 (Vacancies and Transfers), except that t~~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.

~~15.5 Section 14 (Reductions in Personnel, Seniority and Recall) shall not apply to school nurses or student assistance workers/social workers.~~

15.~~6~~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.

15.~~7~~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.

15.~~8~~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. ~~In general, Section 16 (Teacher Evaluation) shall not apply to school nurses and student assistance workers/social workers except that t~~The evaluation will be based on the following components:

a. The assessment of performance as a school nurse or student assistance worker/social worker.

b. The assessment of progress toward predetermined goals.

c. Self-assessment through feedback information.

15.~~9~~8 Section 17 (Discipline of ~~Teachers~~Non-Teaching Professional Staff Members) shall ~~also~~ apply to school nurses and student assistance workers/social workers except as modified in this subsection.

a. The probationary period for school nurses and student assistance workers/social workers shall be four years.

b. It is recognized that school nurses and student assistance workers/social workers may not process a claim or dispute with the State Tenure Commission.

c. School nurse and/or student assistance worker/social worker dismissal

procedures are not subject to the provisions of the Michigan Teacher Tenure Act.

d. Discipline of school nurses and student assistance workers/social workers shall be for just cause.

15.~~10~~9 Contract language in Section 27 (Teaching Hours) shall not apply to school nurses or student assistance workers/social workers. While the school nurses' and student assistance workers'/social workers' regular workday shall not exceed seven and three-fourths (7-3/4) hours, the specific reporting times and dismissal times shall be as established by the Employer after consultation with school nurses and/or student assistance workers/social workers and may or may not be identical to those hours as stipulated in Section 27 for secondary and/or elementary teachers.

15.~~11~~10 In that school nurses and student assistance workers/social workers are not assigned regular classroom duties, Section 28 (Class Size and Teaching Conditions) shall not apply.

15.~~12~~11 Section 29 (Preparation, Planning, and Duty-Free Lunch) shall not apply to school nurses or student assistance workers/social workers except that school nurses and student assistance workers/social workers shall be entitled to a duty-free, uninterrupted lunch period of forty (40) minutes.

15.~~13~~12 The following subsections of Section 41 (Compensation) shall not apply to school nurses without professional school nurse certification from the State of Michigan and student assistance workers/social workers without school social worker approval from the State of Michigan: 41.1, 41.3, 41.7, and 41.8.

15.~~14~~13 School nurses and student assistance workers/social workers shall be paid according to the teacher salary schedules in Section 44 (Salary Schedules), except that school nurses without professional school nurse certification from the State of Michigan and student assistance workers/social workers without school social worker approval from the State of Michigan shall not be eligible for longevity steps listed on the salary schedules.

~~TEACHER~~ NON-TEACHING PROFESSIONAL STAFF MEMBER EVALUATION

Section 16

16.1 The ~~first~~ purpose of an evaluation is to support and improve the performance of the non-teaching professional staff member.~~instruction. The second purpose of evaluation is to fulfill the obligations of the Board of Education under the Teacher Tenure Act.~~

16.2 The immediate supervisor or a designated administrator shall have the final responsibility for evaluating the non-teaching professional staff members directly responsible to him/her. The immediate supervisor shall be the administrator designated by the Superintendent or designee. ~~The administrator responsible for the evaluation may use district support specialists or other staff persons on a voluntary basis to observe technical skills on a limited basis in subjects such as foreign language and music. The evaluatee and Association shall be informed of this assistance before it is used.~~

16.3 The role of the evaluator is to provide the non-teaching professional staff member ~~evaluatee~~ with support and assistance to:

a. identify and reinforce areas of competence and strength,

b. identify areas of needed growth,

c. set goals,

d. make suggestions for improvement.~~, and as needed provide the teacher with an individualized development plan in consultation with the teacher as provided by the Teacher Tenure Act.~~

16.4 The role of the non-teaching professional staff member ~~evaluatee~~ is to collect and review performance related information from all relevant sources and to seek continued improvement in performance.

16.5 The records made in carrying out non-teaching professional staff member ~~teacher~~ evaluation will be maintained at the building level except for final evaluation reports. Copies of these records will be provided the evaluatee on written request within a reasonable amount of time.

16.6 The evaluation will be based on three components as outlined in Subsections 16.7, 16.8, and 16.9.

16.7 The assessment of non-teaching professional staff member ~~teacher~~ performance will be based on formal and informal ~~classroom~~ observations. There shall be a minimum of two formal ~~classroom~~ observations during each evaluation year. The non-teaching professional staff member ~~evaluatee~~ will be given notification prior to each formal observation. Each formal ~~classroom~~ observation will be followed by a conference and a written summary within two (2) weeks of the observation.

16.8 The assessment of progress toward predetermined goals will be summarized and/or an assessment of the non-teaching professional staff member's ~~teacher's~~ progress in meeting the goals of his/her individualized development plan will be made by the evaluator in the final evaluation report.

16.9 The self-assessment of feedback information is for the benefit of the non-teaching professional staff member ~~evaluatee~~ and evaluator. The non-teaching professional staff member ~~evaluatee~~ and evaluator shall review the feedback information. The evaluator will complete the final self-assessment evaluation report for the personnel file.

16.10 The Final Evaluation Summary will include a summary of the three components as listed on the Final Non-Teaching Professional Staff Member ~~Teacher~~ Evaluation Summary page following Subsection 16.16 of this section.

~~16.11 Probationary teachers shall be evaluated each year of their probation. The probationary teacher will be provided with an individualized development plan as developed by the evaluator in consultation with the individual probationary teacher. Each probationary teacher will be provided with an annual year-end performance evaluation. The annual year-end performance evaluation shall be based on (but is not limited to) at least two formal classroom observations held at least sixty calendar days apart, unless a shorter interval between the two classroom observations is mutually agreed upon by the evaluatee and the evaluator. The year-end performance evaluation shall include an assessment of the teacher's progress in meeting the goals of his or her individualized development plan.~~

~~16.12 After having obtained tenure as a teacher, the teacher shall be evaluated in accordance with the law. Teachers shall be notified in writing whenever their period of formal evaluation is to begin.~~

16.11~~13~~ The evaluators will strive to adhere to the following procedures and time lines in the evaluation process.

a. SEPTEMBER 30:
The evaluator will provide a general orientation of the evaluation plan to

those non-teaching professional staff members ~~teachers~~ scheduled for evaluation. This orientation will explain the basis for the evaluation and procedures to be followed in the appraisal process. The above orientation will be completed by the end of September. This may be accomplished with a scheduled district-wide meeting or individual building meetings.

b. NOVEMBER 15:
An individual preliminary conference will be held between the evaluator and the non-teaching professional staff member ~~evaluatee~~ prior to November 15. At this conference the evaluator will review the process and the steps to be used during the evaluation period. During this preliminary conference, there shall be a discussion of individual goals for the year and/or the non-teaching professional staff member's ~~teacher'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 ~~classroom~~ observation prior to halfway through the school year. Post formal ~~classroom~~ observation conferences shall be scheduled within ten (10) workdays of the observation. Discussion of ~~classroom~~ observation and goals (as well as the method for assessing attainment) will be finalized with the non-teaching professional staff member ~~evaluatee~~ for the year. The non-teaching professional staff member's ~~teacher's~~ progress in meeting the guidelines of any individualized development plan will be discussed with the ~~evaluatee~~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 ~~teacher~~.

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

d.~~e~~. PRIOR TO JUNE 1 ~~THE LAST DAY OF SCHOOL~~:
The final formal evaluation and post conference for non-teaching professional staff members ~~tenure teachers~~ shall be completed no later than June 1.

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

The non-teaching professional staff member ~~evaluatee~~ 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 ~~evaluatee's~~ signature shall indicate s/he has read and is familiar with the evaluator's report, but the signature does not necessarily imply agreement with the final evaluation report.

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

16.12~~14~~ Each non-teaching professional staff member ~~evaluatee~~ shall be provided, for his/her personal file, a complete copy of any written evaluation report after being signed by the evaluator and that is submitted by the evaluator to the Central Staff Administrator. The non-teaching professional staff member ~~evaluatee~~ shall be provided a copy of any written summary made as a result of the evaluation conferences.

16.13~~15~~ If a disagreement exists between the evaluator and the non-teaching professional staff member ~~evaluatee~~, the non-teaching professional staff member ~~evaluatee~~ may submit a written response within ten (10) workdays of the conference or submission of any reports. The non-teaching professional staff member's ~~evaluatee's~~ response shall be attached to the evaluator's report to which the non-teaching professional staff member ~~evaluatee~~ objects. In addition, the non-teaching professional staff member ~~evaluatee~~ may request a conference with the Superintendent or a central office administrator designee.

16.14~~16~~ In those cases where a non-teaching professional staff member ~~tenure teacher~~ has received ~~less than~~ a minimally effective or ineffective ~~satisfactory~~ performance evaluation, the evaluator will provide the non-teaching professional staff member ~~tenure teacher~~ with an individualized development plan in consultation with the non-teaching professional staff member ~~teacher~~.

a. The non-teaching professional staff member ~~teacher~~ shall be given a reasonable amount of time in which to meet the goals of his or her individualized development plan.

b. At the request of the non-teaching professional staff member ~~evaluatee~~, the evaluator will assist the non-teaching professional staff member ~~evaluatee~~ in identifying or acquiring resources which may be helpful in meeting the

requirements of the individualized development plan. Resources may include printed materials, staff members with expertise in the area of identified problem or concern, etc.

c. In the event a recommendation for dismissal of a non-teaching professional staff member ~~tenure teacher~~ is made (based on ~~teacher~~ evaluation), the final evaluation report is to be submitted to the Human Resources Office no later than April 20.

d. The non-teaching professional staff member ~~evaluatee~~ will have ten (10) workdays in which to respond to the final evaluation report.

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

FINAL NON-TEACHING PROFESSIONAL STAFF MEMBER ~~TEACHER~~ EVALUATION SUMMARY

Evaluator:

~~Evaluatee~~Non-Teaching Professional Staff Member:

Assignment:

1st year ~~probation~~: ☐

2nd year ~~probation~~: ☐

3rd year ~~probation~~: ☐

4th year ~~probation~~: ☐

5th year ~~Tenure~~: ☐

Date	Nature of Contact	Evaluator

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

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

EVALUATOR_____ Date Signed _____

NON-TEACHING PROFESSIONAL STAFF MEMBER ~~EVALUATEE~~ _____

Date Signed _____

Date:
Evaluator: Non-Teaching Professional Staff Member: ~~Evaluatee~~:

NARRATIVE SUMMARY OF NON-TEACHING PROFESSIONAL STAFF MEMBER ~~TEACHER~~ PERFORMANCE

Date:
Evaluator(s): Non-Teaching Professional Staff Member: ~~Evaluatee~~:

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

Date:
Evaluator(s): Non-Teaching Professional Staff Member: ~~Evaluatee~~:

EVALUATOR'S SUMMARY OF FEEDBACK RECEIVED THROUGH SELF-ASSESSMENT, AND EVALUATOR'S SUMMARY OF THE PROCESS USED BY THE NON-TEACHING PROFESSIONAL STAFF MEMBER ~~EVALUATEE~~ IN GATHERING THE SELF-ASSESSMENT FEEDBACK

INDIVIDUALIZED DEVELOPMENT PLAN (IDP)

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

Assignment: School Year:

EVALUATION STATUS:

1ST year ~~probation~~: ☐ 3rd year ~~probation~~: ☐

2nd year ~~probation~~: ☐ 4th year ~~probation~~: ☐

5th Year ~~Tenure~~: ☐

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

The major topic areas include:

- Student Achievement/~~Teaching Strategies/Classroom~~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 (teacher performance, goals, and feedback). Information on this page (and a copy of the IDP as provided to the non-teaching professional staff member ~~evaluatee~~) will become a part of the final evaluation document to be placed in the non-teaching professional staff member's ~~evaluatee's~~ personnel file.

EVALUATOR(S) _____ DATE _____

NON-TEACHING PROFESSIONAL STAFF MEMBER ~~EVALUATEE~~ _____DATE _____

DISCIPLINE OF ~~TEACHERS~~NON-TEACHING PROFESSIONAL STAFF MEMBERS

Section 17

17.1 Discipline of a teacher shall ~~be for just cause~~not be arbitrary nor capricious. Discipline of a non-teaching professional staff member shall be for just cause.

17.2 Any suspension or discharge of a ~~tenure teacher shall comply with the Michigan Teacher Tenure Act, and~~non-teaching professional staff member shall not violate the rights the ~~teacher~~ non-teaching professional staff member has under this Agreement.

a. Honoring the ~~teacher's~~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 ~~teacher~~non-teaching professional staff member and the Association.

17.3 The Association shall be provided a copy of the written explanation of suspension or discharge as provided the ~~tenure teacher~~non-teaching professional staff member.

~~17.4 Any dispute concerning a suspension or discharge of a tenure teacher shall be subject to the Grievance Procedure only in those cases where the teacher or Association does not timely initiate resolution of the dispute through the Michigan Teacher Tenure Act.~~

~~17.5 No grievance concerning the non-renewal or termination of a probationary teacher shall be processed beyond a hearing and response at Level II of the Grievance Procedure.~~

~~17.6 Teacher dismissal procedures shall conform to the provisions of the Michigan Teacher Tenure Act. Non-renewal of a probationary teacher shall conform to the provisions of the Michigan Teacher Tenure Act.~~

17.4~~17.7~~ If a ~~teacher~~ non-teaching professional staff member is to be subject to written reprimand by the Employer or its agents, the ~~teacher~~ non-teaching professional staff member shall be notified that s/he may have a representative of the Association present.

CLASS SIZE AND TEACHING CONDITIONS Section 28

28.1 The Board and Association recognize that optimum school facilities for both students and teachers are desirable to ensure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of school and the school day should be directed toward ensuring that the energy of the teacher is primarily utilized to this end.

28.2 Both parties recognize that the pupil/teacher ratio is an important aspect of an effective educational program and shall be bound by the limits and conditions set forth in this section.

28.3 The utilization of teacher assistants is an appropriate remedy for classes with excessive pupil/teacher ratios. Teacher assistants will be assigned at the request and in accordance with the following criteria:

a. Grades K-3 - For all classes which exceed twenty-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.

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.

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.

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 to review the circumstances and make appropriate plans for assistance. Further, when elementary class size exceeds thirty (30) or thirty-three (33) respectively, the teacher may request the matter to be referred to a Class Size Committee for action as outlined in Subsection 28.11.

e. Building principals shall make every effort, in cooperation with the teachers involved, to address and solve the impact of students with special needs in classrooms.

f. In the event a principal and teacher cannot resolve a situation, the issue may be brought to the attention of the 0.3 FTE Classroom Composition Facilitator.

g. In the event the Classroom Composition Facilitator cannot resolve a situation, the issue may be brought to the attention of a Classroom Composition Committee (CCC). The CCC shall be appointed, and shall consist of three members selected by the Administration and three members selected by the Association. The Committee will review concerns brought to them by the Classroom Composition Facilitator. A decision shall be reached within five (5) working days.

h. The CCC shall set a weekly time for reviewing issues. If no items come to them two (2) working days prior to this time, the meeting shall be cancelled. The Assistant Superintendent shall handle the agenda and call the meetings as required. It would take four like votes to make a decision.

i. The CCC shall have resources available within budget constraints to meet the needs brought to them.

j. If the CCC is unable to resolve the issue, the advice of an independent third party determined by mutual agreement will be sought and if necessary the third party will render a decision related only to the situation presented. The third party shall not change or violate any Board policy, applicable law, letters of understanding, or any provision of this contract. The independent third party shall work within budget constraints established. The third party's fees shall be borne equally by the parties.

k. At the Elementary level any appropriate bargaining unit member who will be providing instructional or other services to a handicapped student in a regular education classroom setting shall be invited, in writing, to participate in the Individual Education Planning Committee (IEPC). Whenever the placement of a student is unknown, a representative general education classroom teacher shall be invited, in writing, to participate in the IEPC.

Training, health related issues, and other support issues will be addressed at the IEPC.

l. At the Secondary level whenever the placement of a student is unknown, a representative general education classroom teacher shall be invited, in writing, to participate in the IEPC. Training, health related issues, and other support issues will be addressed at the IEPC.

m. At the elementary and secondary level a representative general education classroom teacher shall be invited to participate in the S-504 Planning Committee.

n. When an at-risk or S-504 student is placed in a regular classroom and requires exceptional attention, the teacher may request the building principal to assist in addressing the specific need. Section 504 shall be in compliance with federal law. Procedures for 504 services may be changed by mutual agreement with the TCEA and Board Bargaining team.

o. Members of the teaching staff in each elementary building will assist in the development of criteria for the placement of students in multi-graded classrooms in their building.

p. The requirement to assign assistants shall not apply to large classes in subject areas such as music, physical education, and other special area subjects of a similar nature.

q. If a secondary class size exceeds a pupil/teacher ratio of thirty-five (35) to one (1), or a teacher's secondary daily class size in physical education exceeds forty-five (45) students per class, the administration will confer with the teacher involved to review the circumstances and make appropriate plans for assistance. Further, when secondary classes exceed numbers as noted in this paragraph, the teacher may request the matter to be referred to a Class Size Committee for action as outlined in Subsection 28.11.

28.4 No more than nine (9) teacher assistants shall be required to cover the classes and sections outlined in Subsections 28.3.a-c. In the event hours of teacher assistant time required by this Agreement exceeds the number of hours that may be provided by nine (9) teacher assistants, then in that event, the Employer may employ additional teacher assistants. If the Employer does hire nine (9) or more teacher assistants, the allocation of

time of the teacher assistants shall be prorated equitably among the affected teachers at an affected facility.

28.5 The Employer shall designate the hours of the school day for which the assistant assignment will be made. The affected teacher may specify the time that the assistant will be the most useful in assisting the teacher's program. The Employer shall consider the needs of the affected teacher when designating the hours of the school day for which the assignment is made.

28.6 The Employer shall adjust class sizes by the fourth Friday of the school year in an effort to meet the established limits.

28.7 Teacher assistant requests shall be made in writing with a copy forwarded to the Association president.

28.8 Teacher assistant assignments shall be made within ten (10) days following a written request by an affected teacher, or within five (5) days after a teacher assistant posting has expired.

28.9 It is expressly understood that no teacher shall be required to request the services of a teacher assistant.

~~28.10 Innovative and experimental programs may be designed beyond class size limits established in this section upon the following:~~

~~a. Staff members assigned to such programs shall be involved in the planning of such program(s).~~

~~b. The Association will be apprised, in writing, of class size variations under this section.~~

28.~~11~~10 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.

SABBATICAL LEAVE Section 34

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

34.2 Leave granted for professional study, for travel, or travel combined with study, or for any other reasons which, in the opinion of the Superintendent will improve instruction in the Traverse City Area Public Schools, or will improve the efficiency of a teacher, shall be considered consistent with the purposes of sabbatical leave.

34.3 The application for sabbatical leave must be filed in writing with the Human Resources Office.

34.4 Before approval is given, a qualified, acceptable replacement must be available for the period for which the leave is to be granted.

34.5 Remuneration to a teacher granted such leave shall be at the rate of one-half the yearly salary and payment shall be made on a regular payroll basis of twenty-one (21) or twenty-six (26) pays.

34.6 In making his/her recommendations on requests for sabbatical leave, the Superintendent will give consideration to the following criteria:

a. The extent of the applicant's professional study, growth, contribution and successful services during the preceding years.

b. The extent to which plans submitted for use of time while on leave are definite and educationally constructive.

c. Length of period of active service in the Traverse City Area Public School system.

d. Reasonable and equitable distribution of applications among the different levels and departments in the system.

e. Order in which applications are received.

34.7 Upon return from sabbatical leave, the teacher shall submit a report to the Superintendent. If an abuse of the leave is apparent, the teacher shall reimburse the school district for an appropriate amount of monies paid while on sabbatical and the right of return to the system shall be considered forfeited.

34.8 Increment on the salary schedule and sick leave shall accrue and be granted when the sabbatical leave is completed.

34.9 A teacher, upon completion of a sabbatical leave, shall return to the Traverse City Area Public School system for a period of at least one school year.

34.10 A teacher not returning to the Traverse City Area Public School system, for reasons other than health, upon completion of sabbatical leave shall reimburse the Traverse City Board of Education for all monies received from the Employer during this leave.

34.11 Each applicant will receive a written response to the application.

34.12 Teacher placement after the leave:

~~a. In the application for a sabbatical leave, the teacher may request that s/he be returned to the same position as that held before the requested leave. In such cases, the Employer will notify the teacher if the leave will be granted with right of return to the same position. If right of return will not be granted, the teacher shall be so informed prior to official action, and may withdraw the request or ask that the request be granted with right of return to a position for which s/he is certified and qualified.~~

a.~~b.~~ ~~When right of return has been granted, and a teacher, upon return from the leave finds his/her class, section, department, or building eliminated, t~~The Employer shall place the teacher in a position for which s/he is certified and qualified if one is available.

34.13 A teacher on sabbatical leave is entitled only to those contractual benefits listed in this section.

34.14 Sabbatical leaves for less than one (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.

CHILD-CARE LEAVE Section 36

36.1 An unpaid leave of absence up to one (1) year may be granted to a teacher for the purpose of providing child-care or for preparing for a newborn or an adopted child.

36.2 The application for such leave shall be, if possible, received by the Human Resources Office no later than thirty (30) calendar days prior to the effective date of the commencement of the leave.

36.3 Child-care leave may be requested and authorized to begin up to thirty (30) calendar days prior to the expected birth or adoption of a child. Child-care leave shall terminate no later than the end of the school year during which the leave is granted. Further, at the request of the teacher and at the discretion of the Employer, the child-care leave may be extended up to one year after the expiration of the original leave of absence.

36.4 The child-care leave shall be granted without salary or other economic benefits (including advance on the longevity schedule), except:

a. An applicant who has completed one-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.

36.5 ~~Teacher~~ Non-teaching professional staff member placement after leave:

a. In the application for an initial child-care leave, the ~~teacher~~ 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 ~~teacher~~ 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 ~~teacher~~ 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 ~~teacher~~ 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 ~~teacher~~ non-teaching professional staff member in a position for which s/he is certified and qualified.

c. A ~~teacher~~ 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.

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

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

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

a. An application for such leave shall be, if possible, submitted in writing to the Human Resources Office or designated representative, a minimum of sixty (60) calendar days before the leave begins.

b. An applicant must provide whatever information the Superintendent may require.

c. Before approval is given, a qualified, acceptable replacement must be available for the period for which any leave is to be granted.

d. At the request of the Superintendent or his/her designated representative, a teacher, upon application, shall agree to return to the system for a period equivalent to his/her leave of absence.

e. Except in unusual circumstances, unpaid leaves of absence are expected to begin at the beginning of the school year.

37.3 The disposition of an application for an unpaid leave of absence is the exclusive responsibility of the Superintendent of Schools or his/her designated representative.

37.4 Determination of the number of unpaid leaves of absence to be granted in a given year shall be the exclusive responsibility of the Superintendent of Schools or his/her designated representative.

37.5 The teacher returning from a full year's leave of absence shall notify the

Superintendent in writing by March 1 of his/her intent to return to employment. Failure to do so will constitute a resignation from his/her position.

37.6 ~~Teacher~~ Non-teaching professional staff member placement after the leave:

a. In the application for a leave of absence, the ~~teacher~~ 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 ~~teacher~~ 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 ~~teacher~~ 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 ~~teacher~~ non-teaching professional staff member upon return from the leave finds his/her class, section, department, or building eliminated, the Employer shall place the ~~teacher~~ non-teaching professional staff member in a position for which s/he is certified and qualified.

37.7 Upon return, the ~~teacher~~ non-teaching professional staff member shall be placed at the next consecutive step on the salary schedule and shall retain accumulated sick leave.

37.8 A year's unpaid leave of absence shall not be considered a year of service to the district.

37.9 A ~~teacher~~ non-teaching professional staff member on an unpaid leave of absence is entitled only to those benefits listed in this section.

37.10 A ~~teacher~~ 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 ~~teacher~~ non-teaching professional staff member is on layoff and the granting of the unpaid leave will allow the Employer to recall a laid-off ~~teacher~~ non-teaching professional staff member who would not otherwise be eligible for recall.

37.11 ~~Teachers~~ 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.