

TRAVERSE CITY **Administrators' Association**



Master Agreement

July 1, 2023 – June 30, 2026

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

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RECOGNITION

Section 1

- 1.1 The Board of Education recognizes the Traverse City Administrators' Association as the exclusive bargaining representative as defined in Section 11 of Act 379 of the Public Acts of Michigan of 1965, as amended, for all full-time and regularly employed part-time principals, assistant principals, and grade level principals, holding Michigan teacher and administrator certification appropriate to the positions and who are employed by the Traverse City Area Public School District; but excluding supervisors, assistant directors, business managers, directors, executive directors, chief of schools, chief of communications, assistant superintendents, associate superintendents, superintendents, administrative and supervisory personnel assigned to central administration and/or to central operations buildings, and all other supervisors, administrators, administrative interns, and personnel of the school district.
- 1.2 The term "administrator," when used herein, shall refer to employees of the bargaining unit represented by the Association.
- 1.3 The term "Board" or "Employer," when used herein, shall refer to the Board of Education or its designated agents.
- 1.4 The term "Superintendent" shall refer to the Superintendent of the Traverse City Area Public Schools or his/her-bargaining unit designee.

AGREEMENT

Section 2

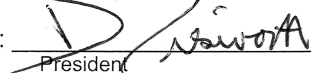
- 2.1 All terms of this agreement shall be binding on both parties and shall supersede and cancel all previous agreements, verbal or written, or based on alleged past practices, between the Employer and the Association which are contrary to or inconsistent with the terms of this agreement.
- 2.2 Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto. Individual administrator contracts shall be subject to the terms of this agreement.
- 2.3 If any provision of this agreement or application thereof shall be found contrary to law, then such provision or application shall be deemed not valid, while all other provisions or applications shall continue in force and effect.
- 2.4 The Board and Association agree to meet at mutually agreed upon times to discuss issues relevant to this agreement.
- 2.5 Individual bargaining unit employee contracts shall not be inconsistent with the terms of this agreement. Should inconsistencies arise, the master contract will prevail.
- 2.6 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.

DURATION OF AGREEMENT

Section 3

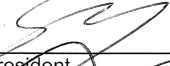
- 3.1 The provisions of this agreement shall become effective as of the date it has been ratified by both parties and shall continue in full force and effect until June 30, 2025.
- 3.2 IN WITNESS WHEREOF, the parties executed this agreement by their duly authorized representatives on the 12th day of June, 2023.
- 3.3 Prior to the termination of this agreement, either party may give written notice to the other party of its desire to commence negotiations for a successor agreement. Upon receipt of this written notice, the parties will make arrangements to begin negotiations. The parties shall not be required to begin negotiations on a successor agreement earlier than ninety (90) days prior to the expiration of this agreement.


TRAVERSE CITY ADMINISTRATORS ASSOCIATION

BY:  DATE: 8/18/23
President

BY: _____ DATE: _____
Vice President

TRAVERSE CITY AREA PUBLIC SCHOOLS BOARD OF EDUCATION

BY:  DATE: _____
President

BY:  DATE: 6/31/23
Superintendent

BY: Coni Saylor DATE: 8/28/23
Chief Spokesperson

NEGOTIATION PROCEDURES

Section 4

- 4.1 In any negotiations described in this section, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party. It is further recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the Traverse City Administrators' Association, but the parties mutually pledge that representatives selected by each shall be clothed with all the necessary power and authority to make proposals, consider proposals, and make concessions in accordance with negotiations or bargaining, subject to final ratification.
- 4.2 The Employer and Association agree to provide, in response to reasonable requests from time to time during negotiations, such information as required by law for good faith bargaining.

WAIVER CLAUSE

Section 5

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

NO STRIKE CLAUSE

Section 6

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

PROFESSIONAL ORGANIZATIONS

Section 7

- 7.1 The Employer shall pay the cost of one membership annually for each administrator to belong to professional organizations (non-union) appropriate to his/her administrative assignment.
- 7.2 Administrators will submit membership requests to the Associate Superintendent for consideration and approval.

- 7.3 The Employer may pay the cost of additional membership (non-union) fees for an administrator (including those related to special assignments) at the sole discretion of the Employer.

WORKSHOPS/SEMINARS

Section 8

- 8.1 An administrator who has the approval of the Superintendent or a designated non-bargaining unit administrator to attend a workshop or seminar on behalf of the school district shall be fully reimbursed for all pre-approved reasonable costs incurred including registration fees, meals, lodging and travel expenses.
- 8.2 Consideration will be given for administrators to attend up to one (1) national conference on a multi-year rotation schedule in accordance with district professional development guidelines for administrators established by the Superintendent and the Association.
- 8.3 The Employer reserves the right to limit the amount of pre-approved costs which will be reimbursed.

COURSE REIMBURSEMENT

Section 9

- 9.1 The Board of Education, believing that continued study by its administrative staff is in effect a method of improving administrative leadership skills and abilities will aid administrators financially on credit courses taken beyond the master's degree.
- 9.2 Administrators taking courses at State-supported accredited institutions in Michigan will be reimbursed at the rate of one-half (1/2) of the tuition charges made by the institution offering the course.
- 9.3 Administrators taking courses out-of-state at an accredited institution will be reimbursed at the rate of one-half (1/2) of the tuition charges of the institution, but not to exceed one-half (1/2) of the current tuition rate charged by Michigan State University.
- 9.4 An administrator must be on a planned, approved program for advanced degree to be reimbursed by the Employer for courses taken, or must be taking courses required to maintain administrative certification.
- 9.5 Administrators taking courses not leading to an advanced degree or required to maintain administrative certification may be reimbursed under this procedure upon prior written approval. If the course is not part of an approved program for an advanced degree, to gain approval, the administrator must state in writing specific benefits which will be derived from the course to be taken, written requests for approval are to be submitted to the Human Resources Office. The Employer reserves the right, in its sole discretion, to approve or disapprove such requests.
- 9.6 To receive reimbursement for college credit, evidence of successful completion of work, along with a receipt for tuition must be presented to the Human Resources Office. The transcript of credit and proof of payment will suffice as evidence.

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

ASSOCIATION RIGHTS

Section 10

- 10.1 For purposes of holding Association meetings and conducting Association business, the Association shall have the right of reasonable use of school buildings, facilities, and equipment when scheduled through prescribed channels and with notification of such scheduled use forwarded to the Human Resources Office.
- 10.2 The Association will reimburse the Employer for the actual cost of any (1) school supplies used and (2) extra maintenance services that may be required.
- 10.3 The Association shall be permitted reasonable use of interschool mail service for communicating with the Employer. Copies of all Association materials delivered through the Employer's interschool mail delivery will be forwarded to the Human Resources Office.
- 10.4 No Association business shall be conducted on school property during working hours as scheduled for bargaining unit employees. A scheduled lunch break shall not be considered "working hours."
- 10.5 At the beginning of each contract year, the Employer shall grant the Association up to ten (10) leave days to be used by Association officers or agents of the Association. Use of such days shall be at the discretion of the Association. Additionally, consistent with Section 71(6) of the Michigan Public School Employees Retirement Act, retirement contributions may be remitted for release time to conduct union business but requires that the district be reimbursed those sums paid to the retirement board. Not more than three (3) officers or agents of the Association will use an Association day on the same date except by mutual agreement of both the Association and the Employer. Not more than one (1) administrator per each secondary school shall be absent for Association business on the same date. The Association agrees to provide written notification in advance when requesting such Association leave days. The Association will reimburse the Employer for the cost of any substitute required by the Employer.
- 10.6 The Association shall be provided annually, upon request, copies of individual contracts as issued to bargaining unit employees.
- 10.7 Individual administrator contracts will be at least two (2) years in length except that individuals hired for a portion of the year may have contracts of less than two (2) full years in length.
- 10.8 One (1) year contracts may be given to newly hired administrators, probationary administrators or administrators on a written plan of assistance (see Board Policy on Administrator Evaluation).

- 10.9 The Employer encourages the Association to provide written recommendations to the Employer in regard to issues or items of concern to the Association or Association bargaining unit employees. A copy of the Board agenda showing items scheduled for action and the back-up materials made available to the public will be made available to the Association to be picked up in the Superintendent's office at the time it is made available to the public prior to Board meeting time.

BOARD RIGHTS

Section 11

- 11.1 The Board, on its own behalf, on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right to the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees; to hire all employees, and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal, or demotion; and to promote and transfer all such employees; to establish grades and courses of instruction including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board; to decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aides of any kind and nature; to determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of all employees with respect thereto and non-teaching activities, and the terms and conditions of employment.
- 11.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent that such specific and express terms hereof conform with the Constitution and the laws of the United States.
- 11.3 Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan general school laws or any other national, state, county, district, or local laws or regulations as they pertain to education.
- 11.4 Unless expressly provided otherwise in this agreement, the Board reserves the right to:
- a. direct the work of its employees; hire, promote, demote, transfer, assign, and retain employees in positions within the school district;
 - b. suspend or discharge employees;
 - c. maintain the efficiency of the school operation;
 - d. determine services to be rendered by the public schools;
 - e. take actions as may be necessary to carry out the mission of the public schools;
 - f. determine the methods, means, and personnel by which operations are carried on;

- g. be the policy making and governing body of the public schools; and
- h. take any other action which is in the best interest of the public schools including the right to subcontract any portion of the operations in the school district.

EMPLOYER/EMPLOYEE COOPERATION

Section 12

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

SENIORITY

Section 13

- 13.1 Seniority shall be defined as the bargaining unit employee's length of service with the Traverse City Area Public School district as a bargaining unit employee represented by the Traverse City Administrators' Association.
- 13.2 Seniority shall not be reduced due to the fact that some employees have an annual contract covering less work days than other employees in the bargaining unit, except that seniority will be prorated if a bargaining unit employee works less than the normal contractual year for a given position.
- 13.3 Seniority shall not accrue during any lay-off, but shall be retained at the level as of the time of layoff.
- 13.4 A bargaining unit employee shall lose his/her seniority for the following reasons:
 - a. S/He quits.
 - b. S/He is discharged.
 - c. S/He is absent for three (3) working days without notifying the Employer (unless conditions prevent such notification).

- d. S/He does not return to work when recalled from lay-off.
 - e. S/He does not return to work following sick leave or leave of absence.
 - f. S/He is on leave of absence for injury, illness, or disability (paid or unpaid) in excess of two (2) years for reasons other than a work related injury, illness, or disability.
 - g. S/He is transferred to a teaching position with the Employer at his/her request.
 - h. His/her position is eliminated and s/he is transferred to a teaching position with the Employer for three (3) or more consecutive years.
 - i. S/He retires.
- 13.5 In the event an administrator is reassigned, volunteers, or returns to the teachers' bargaining unit, the administrator will be given the maximum seniority in the teachers' bargaining unit as allowed by the teachers' Master Agreement.
- 13.6 Non-employment during summer months or vacation periods will not be considered a layoff.
- 13.7 In the event of any reduction of personnel in the bargaining unit, the bargaining unit employee shall remain an employee of the district as long as s/he is currently certified and qualified as a teacher and years of service in the school district are greater than those of any other certificated employee of equal or lesser status, providing there is nothing in conflict with other negotiated agreements.

COMPLAINTS

Section 14

- 14.1 In the event that a citizen/employee should raise a complaint concerning a bargaining unit employee, the citizen/employee shall be encouraged to discuss the matter with the affected administrator.
- 14.2 Should the complaint remain unresolved after subsection 14.4, the citizen/employee, if further action is desired, shall be encouraged to meet with the affected administrator and immediate supervisor.
- 14.3 Should the complaint remain unresolved after subsection 14.2, it may be referred to the Superintendent for further review. Upon the request of the bargaining unit employee, the Association shall have the right to review the complaint and conduct an investigation.
- 14.4 Should action adverse to the administrator be contemplated as a result of the complaint, the provisions of Board Policy shall be followed.
- 14.5 A complaint made against a bargaining unit employee will be called to the attention of that employee within five (5) workdays of the time the complaint became known to the non-bargaining unit employee's supervisor or Central Administration if said complaint is considered serious enough to warrant investigation.
- 14.6 A complaint will not be used in any disciplinary action or evaluation process unless an investigation proves the complaint to be valid.

- 14.7 Valid complaints stating specific concerns involving bargaining unit employees shall not be made a part of the employee's personnel file without written notification. The bargaining unit employee's response must be filed within eight (8) workdays of receipt of the written communication. The response shall be attached to and become a part of the concern.
- 14.8 "Workdays," as used in this section of the contract, shall be days the bargaining unit administrator is scheduled to work.

GRIEVANCE PROCEDURE

Section 15

15.1 DEFINITIONS

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

15.2 LEVEL I

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

15.3 LEVEL II

- a. If, as a result of the informal discussion, the grievance still exists, the administrator may, within five (5) days following the alleged grievance, invoke the formal grievance procedure through the Association to the Human Resources Office in writing. The written grievance shall include:
 - (1) Identification of the grievant(s).
 - (2) The specific facts upon which the grievance is based.
 - (3) The applicable portion of the agreement allegedly violated.
 - (4) The specific relief requested.
 - (5) The date on which the alleged grievance occurred.
 - (6) The date on which the grievance is being filed.
 - (7) Signature attesting to the facts as presented.
- b. Within ten (10) days of receipt of the grievance, the Employer's designated representative shall meet with the Association in an effort to resolve the grievance. The Employer's designated representative shall indicate the disposition of the grievance in writing within ten (10) days of such meeting and shall furnish a copy thereof to the Association.

15.4 LEVEL III

- a. If the grievance is not resolved at Level II, the Association may ask for mediation within ten (10) days of the receipt of the decision at Level II. The mediator will be scheduled at a time that is mutually acceptable to the Employer, the Association, and the mediator, but an attempt will be made to schedule said meeting within fifteen (15) days of the request for

mediation. The mediator shall be allowed to recommend alternatives to resolve the grievance but such recommendations shall not be binding on either party. Grievances which are unresolved to the satisfaction of either party shall be a matter of collective bargaining at the next successor contract.

15.5 LEVEL IV

The Association or the Employer, upon written notice to the other and within fifteen (15) days after the written response to the grievance at Level II or after mediation at Level III, whichever is later, may submit the grievance to arbitration under and in accordance with the rules of the American Arbitration Association (AAA).

- a. Representatives of the Board and the Association shall attempt to select a mutually acceptable arbitrator following the AAA arbitrator selection process.
- b. All arbitration proceedings shall be subject to and conducted in accordance with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.
- c. The Arbitrator shall have no authority to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement, and shall be limited to the interpretation and application of this Agreement in rendering the award.
- d. It shall be the function of the Arbitrator, and he/she shall be empowered, except as his/her powers are limited below, to issue a binding opinion and award in cases of alleged violation of the specific Articles and Sections of this Agreement.
 1. The Arbitrator's authority shall be limited to deciding whether a specific Article, Section, or subsection of this Agreement has been violated and shall be subject to, in all cases, the rights, responsibilities, and authority of the parties under the Michigan Revised School Code or any other state or federal laws.
 2. The Arbitrator shall have no authority to render an opinion and award pertaining to the:
 - a. termination of employment of any bargaining unit employee
 - b. content of an employee evaluation
 - c. any illegal or prohibited bargaining subject
 3. In rendering a binding opinion and award, the Arbitrator shall give due regard to the responsibility of management and shall so construe this Agreement so that there will be no interference with such responsibilities except as they may be specifically limited or conditioned by this Agreement. Further, the Arbitrator shall have no authority to issue an opinion and award which has the effect of changing any practice, policy, or rule of the Board nor to substitute

his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board, provided that the same is not in conflict with the express provisions of this Agreement.

4. No more than one grievance may be considered by the Arbitrator at the same time, except upon the express written mutual consent of the Board and the Association.
 5. The cost of the arbitration shall be borne by the party against whom the arbitration decision is made. In the event the decision is split, the Arbitrator's fees will be split on a percentage basis to be determined by the Arbitrator. Each party shall assume its own costs for presentation, including any expense for witnesses.
- 15.6 The time limits established by this grievance procedure shall be strictly construed, except that the parties to this agreement reserve the right to mutually extend or alter said time limits in writing. Any grievance procedure not advanced to the next step of the grievance procedure within the time limits specified shall be deemed abandoned.
 - 15.7 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 the Association may proceed to the next step of the grievance process.
 - 15.8 An Association representative may be present during discussion or hearings at any grievance level. The grievant will be present at all formal and informal grievance hearings.
 - 15.9 The Traverse City Administrators' Association Executive Board or the Central Office Executive Team may call a meeting for the purpose of attempting to resolve issues that do not get resolved through a grievance hearing.

SICK LEAVE

Section 16

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

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

16.5 SICK LEAVE RESERVE

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

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

ILLNESS IN THE IMMEDIATE FAMILY

Section 17

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

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

17.3 In unusual situations, and upon written request, the Employer may, in its sole discretion, grant additional days from the employee's accumulated sick days for serious illness of relatives not listed in Subsection 17.2 above.

17.4 Approval of any additional days as outlined in Subsections 17.2 and 17.3 shall not be precedent-setting or considered to establish "past practice."

BEREAVEMENT

Section 18

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

PERSONAL BUSINESS LEAVE

Section 19

- 19.1 Absence may be granted without loss of salary, upon written request and approval by the immediate supervisor and a designated non-bargaining unit administrator, for up to two (2) personal business leave days per year. Any personal business leave days not used will be added to accumulated sick leave days as long as the administrator has followed the established procedures in requesting, taking, and reporting illness, bereavement, and personal business leave days.
- 19.2 The allotted personal leave days will be available for the practice of individual religious preference and for transacting personal business or attending to affairs of a personal nature which could not reasonably be taken care of on a weekend or other non-workday, and which requires the presence of the employee.
- 19.3 Personal business leave days shall be subject to the following additional guidelines:
- a. Two (2) days personal leave at school expense.
 - b. An administrator planning to use a personal leave day or days shall notify his/her immediate supervisor and a designated non-bargaining unit administrator, in writing in advance except in cases of emergency, when written application must be submitted upon return.
 - c. A personal leave day shall not be granted for vacation or recreational activities nor immediately before or after a holiday or vacation, except that a personal leave day may be granted before or after a holiday or vacation period in emergency and/or unusual circumstances on a case-by-case basis at the discretion of the Employer.
 - d. Not more than three (3) bargaining unit employees shall take a personal leave day on the same date, except that more than three (3) people may be allowed to take a personal leave day on the same date in emergency and/or unusual circumstances after a review on a case-by-case basis and at the sole discretion of the Employer.
 - e. Personal leave days shall not be taken in conjunction with deductdays or a pay dock.

- f. While specific reasons are not required to be given when requesting a personal leave day, employees are to request and use personal leave days only when such days are within the boundaries and guidelines established in this section of the contract. Individuals may be requested to give a specific reason when a day is requested before or after a holiday or vacation period, or when more than three (3) administrators have requested personal leave for the same date.

CHILD-CARE LEAVE

Section 20

- 20.1 An unpaid leave of absence up to one (1) year may be granted to a bargaining unit employee for the purpose of providing child care or for preparing for a newborn or an adopted child.
- 20.2 The application for such leave shall be, if possible, received by the Associate Superintendent of Labor Relations and Legal Services and no later than thirty (30) calendar days prior to the effective date of the commencement of the leave.
- 20.3 Child-care leave may be requested and authorized to begin up to thirty (30) calendar days prior to the expected birth or adoption of the child. Child-care leave shall terminate no later than the end of the school year during which the leave is granted. Further, at the request of the administrator and at the discretion of the Employer, the child-care leave may be extended up to one (1) year after the expiration of the original leave of absence.
- 20.4 The child-care leave shall be granted without salary or other economic benefits (except up to twelve (12) weeks of health insurance will be provided to qualifying employees under the Family and Medical Leave Act). There will be no advancement on the longevity schedule except an applicant who has completed one (1) full semester or more of administrative duties during the year s/he begins the leave, and whose leave is no more than one semester in length, will upon return to duty be granted longevity and placed on the salary schedule in effect at the time of return from leave.
- 20.5 If both parents are employed by the Traverse City Area Public Schools, not more than a combined total of twelve (12) weeks during any twelve (12) month period may be taken for the leave provided in this section. In the case of emergency, the Employer may waive this restriction.
- 20.6 An administrator upon return from leave shall be placed in an administrative position in accordance with the Act and in the same classification if one is available which would not cause the lay-off of another administrator. If another administrator would be laid off, the returning administrator may be assigned to a teaching position for which s/he is certified and qualified (subject to the teacher's Master Agreement) until a position becomes available in the bargaining unit in the same classification.
- 20.7 In the written request for a child-care leave, the bargaining unit employee may request that s/he be returned to the same position as held before the requested leave. The Employer will notify the administrator if the Superintendent will

recommend the leave with the right of return to the same position. If right of return to the same position will not be recommended, the administrator will be so informed prior to Board action and may withdraw the request for child-care leave.

- 20.8 When right of return to the same position has been granted, and an administrator upon return from the initial child-care leave, finds his/her specific position has been eliminated, the Employer shall then place the bargaining unit employee in an administrative position for which s/he is certified and qualified and in the same classification if one is available which would not cause the lay-off of another administrator. If another administrator would be laid off, the returning administrator may be assigned a teaching position for which s/he is certified and qualified (subject to the teachers' Master Agreement) until a position becomes available within the bargaining unit in the same classification.

UNPAID LEAVE OF ABSENCE

Section 21

- 21.1 An unpaid leave of absence of up to one (1) year may be granted to a non-probationary bargaining unit employee who has a minimum of four (4) consecutive years of administrative experience with the Traverse City Area Public School District. Specific reasons for the unpaid leave of absence (by way of illustration and not limitation) may include:
- a. Returning to the classroom for one (1) year.
 - b. Engaging in a full-time program of study at an accredited college or university.
 - c. To participate in a cultural, travel, or work program related to the bargaining unit employee's professional responsibilities.
 - d. To explore a possible career change.
- 21.2 Application for unpaid leave of absence is subject to the following conditions:
- a. Application for such leave shall be, if possible, submitted in writing to the Human Resources Office a minimum of one-hundred twenty (120) calendar days prior to the date the leave is scheduled to begin.
 - b. The bargaining unit employee must provide additional information in regard to the leave as requested by the Employer.
 - c. A qualified and acceptable replacement must be available for the period for which the unpaid leave is to be granted.
 - d. Except in unusual circumstances, unpaid leaves of absence are expected to begin at the beginning of the school year, not during the school year.
- 21.3 The disposition of an application for an unpaid leave of absence is the exclusive responsibility of the Employer, and may be approved or denied at the discretion of the Employer.

- 21.4 An unpaid leave of absence shall not be considered a year of service to the district.
- 21.5 A bargaining unit employee on an unpaid leave of absence is entitled to only those benefits listed in this section of the contract.
- 21.6 An unpaid leave of absence shall be without pay or fringe benefits.
- 21.7 In the written request for an unpaid leave of absence, the bargaining unit employee may request that s/he be returned to the same position as held before the requested leave. The Employer will notify the administrator if the Superintendent or designee recommends the leave with the right of return to the same position. If the right of return to the same position will not be recommended, the administrator will be informed prior to Board action and may withdraw the request for the unpaid leave.
- 21.8 When the right of return to the same position has been granted, and an administrator, upon return from the leave of absence, finds his/her specific position has been eliminated, the Employer shall then place the bargaining unit employee in an administrative position for which s/he is certified and qualified and in the same classification if one is available which would not cause the lay-off of another administrator. If an administrator would be laid off, the returning administrator may be assigned to a teaching position for which s/he is certified and qualified (subject to the teachers' Master Agreement) until a position becomes available in the bargaining unit in the same classification.
- 21.9 An administrator who has been granted a leave of absence but not guaranteed a specific administrative position shall be placed in an administrative position for which s/he is certified and qualified and in the same classification upon his/her return. If such placement would cause the lay-off of another administrator, however, the returning administrator may be assigned a teaching position for which s/he is certified and qualified (subject to the teachers' Master Agreement) until a position becomes available in the bargaining unit in the same classification.
- 21.10 Nothing shall prevent the Employer, in its discretion, from assigning and/or transferring an employee to a different bargaining unit classification for which the employee is certified and qualified upon his/her return from leave.

SABBATICAL LEAVE

Section 22

- 22.1 Sabbatical leave shall be interpreted as a leave from active duty granted to a bargaining unit employee after seven (7) years of service with the Traverse City Area Public Schools system for the purpose of improving instruction in the Traverse City Area Public Schools. Sabbatical leave may be granted for one (1) year as may be recommended by the Superintendent of Schools subject to the conditions outlined by the Superintendent if the leave is granted. Final approval of the selection of applicants for the sabbatical leave will be made by the Superintendent and the Board of Education.

- 22.2 An administrator, upon completion of a sabbatical leave, shall return to an administrative position with the Traverse City Area Public Schools for a period of at least one (1) school year.
- 22.3 An administrator not returning to the Traverse City Area Public Schools system, for reasons other than health, upon completion of sabbatical leave shall reimburse the Traverse City Board of Education for all monies received from the Employer during this leave.
- 22.4 A bargaining unit employee returning from sabbatical leave shall be granted longevity on the same basis as if s/he had been on the job during the sabbatical leave.
- 22.5 A bargaining unit employee returning from sabbatical leave shall retain all accumulated sick leave earned and not used prior to the sabbatical leave, but shall not earn additional sick leave days while on sabbatical leave.
- 22.6 An administrator on sabbatical leave will not be entitled to benefits as stipulated in other sections of this agreement for working bargaining unit employees unless agreed to in writing at the time the sabbatical leave is granted.
- 22.7 Remuneration to an administrator granted for a year-long sabbatical leave shall be at the rate of one-half the applicant's yearly salary unless a different rate is mutually agreed to in writing prior to approval of the requested leave. Payment shall be made on a regular payroll basis of twenty-six (26) pays on the same schedule as if the employee were working.
- 22.8 Sabbatical leaves of less than one (1) year may be granted by the Employer. The terms and conditions of any approved sabbatical leaves of less than one (1) year shall be mutually agreed upon by the Employer and the bargaining unit employee prior to final approval of the sabbatical leave.

MILITARY LEAVE

Section 23

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

JURY DUTY

Section 24

- 24.1 An administrator summoned to jury duty or subpoenaed as a witness, shall be paid his/her full salary, except that:
- Should said duty constitute less than a full day, the administrator shall report for his/her administrative assignment upon termination of jury duty.
 - Should said duty continue for more than fifteen (15) working days, s/he shall return to the district the earnings received for jury duty for any duty days beyond the aforementioned fifteen (15) days.

- 25.1 A work year for 6th through 8th grade assistant principals, elementary assistant principals and elementary principals will be 203 days. A work year for senior high athletic directors/assistant principals will be 213 days with a flexible work schedule as approved by the Superintendent or his/her designee with the approved work schedule shared with the athletic director/assistant principal's lead principal. Days added to the administrative work year will be compensated at a per diem rate. The Friday before Labor Day will be a non-scheduled work day and Martin Luther King, Jr. day will be a scheduled work day. For the 2022/23, 2023/24, and 2024/25 school years, the start date and end dates are as follows:

	203-day Start Date	203-day Last Required Day of Work
2023/24	8/14/2023	6/13/2024
2024/25	8/12/2024 (tentative)	6/12/2025 (tentative)
2025/26	8/11/2025 (tentative)	6/11/2026 (tentative)

- 25.2 A work year for senior high lead principals and middle school lead principals will begin July 1 and end June 30 (full-year).
- 25.3 Additional hours beyond the bargaining unit employee's work year may be approved for (by way of illustration but not limitation) opening new buildings or closing buildings, curriculum work, interviewing, scheduling, etc. Additional hours required and/or approved by the Superintendent or designee and worked beyond the work years described in subsections 25.1 shall be compensated for, with prior mutual agreement between the employee and his/her immediate non-bargaining unit supervisor, in one of the following ways:
- At the bargaining unit employee's per diem hourly rate.
 - Effective July 1, 2023, \$40 per hour.
 - Trade-off time as outlined in this contract (see Section 27).
 - Effective July 1, 2024, principals who oversee programs or write curriculum for summer school will be compensated at \$50/hour.
- 25.4 Consistent with MCL 388.1701, schools may be closed or may cancel the first six (6) days or the equivalent number of hours due to conditions not within the control of school authorities, such as severe storms, fires, epidemics, utility power unavailability, water or sewer failure, or health conditions as defined by the city, county, or state health authorities. The District will follow the terms and conditions of MCL 388.1701 in the event it changes in the future.
- 25.5 Inclement weather days, emergency closure (cancellation) days, or other Act of God days shall be considered workdays, excluding any such days which must be made up as required by State law, the Department of Education rules/guidelines, or as approved by the Board of Education. Any such required

makeup days may be added on at the end of the school year and worked as scheduled for teachers (and in such cases, the administrator may be directed not to work on the inclement weather day but on the makeup day). Bargaining unit employees who work on inclement weather days that are made up will accrue trade-off time for this work. Time accrued must be used on non-instructional days during the school year in which it was accrued.

- 25.6 Employees who are prohibited from reporting to work at their regular reporting time because of weather are to report as soon as conditions allow.
- 25.7 Principals attending parent-teacher conferences a minimum of three (3) hours in length scheduled to last until at least 7:30 p.m. may substitute this time for a half-day originally scheduled in the school calendar when students are not in attendance during the school year.

VACATIONS AND HOLIDAYS

Section 26

- 26.1 The days of vacation included in the work year contracts described in subsections 31.1 and 31.2 are based on the principle that a school administrator who has direct responsibility for students should be in immediate supervision of his/her building whenever students are in attendance. Therefore, the days of vacation will normally include (if in the school calendar), the Friday before Labor Day, Labor Day, Thanksgiving break, winter break, spring break, Good Friday and Memorial Day.
- 26.2 Administrators with work years described in subsection 25.3 shall be entitled to twenty (20) days of vacation.
- 26.3 Vacation days for bargaining unit employees with work years described in subsection 25.3 must be approved by the Superintendent or his/her designated non-bargaining unit representative. Vacation days are to be scheduled and taken during the year in which the vacation days are earned with no more than five (5) vacation days being carried over from one fiscal year to the next fiscal year. Employees do not need to request nor receive written permission to carry over up to five (5) vacation days from one fiscal year to the next fiscal year.
- 26.4 Administrators with work years described in subsection 25.3 shall be entitled to ten (10) holidays as granted to other non-bargaining unit employees. The holidays are in addition to the days described in subsection 26.2.

TRADE-OFF TIME

Section 27

- 27.1 Trade-off time will be granted only when the bargaining unit employee is requested by his/her non-bargaining unit immediate supervisor to work during a weekend, holiday, or other non-contract day. Trade-off time may also be earned by working on inclement weather days or other Act of God days at the mutual agreement of the employee's non-bargaining unit supervisor. A written request must be made for trade-off time, in accordance with 25.5c.

- 27.2 A written record of trade-off time earned will be maintained by the immediate non-bargaining unit supervisor and must be reported to the Human Resources Office within five (5) workdays of the time the employee earned/worked. A copy of the approved trade-off time will be sent to the employee.
- 27.3 Arrangements for time-off (due to being assigned to work during a weekend, holiday, or other non-contract day) will be by mutual agreement of the bargaining unit employee and the immediate non-bargaining unit supervisor.
- 27.4 Trade-off time earned in a fiscal year (July 1 through June 30) must be used by June 30 of the following fiscal year. A bargaining unit employee who does not use the trade-off time within this time limit will have unused trade-off time automatically added to the individual's accumulated sick leave balance.

INSURANCE AND OTHER BENEFITS

Section 28

28.1 HEALTH CARE

The Employer shall provide a package of medical benefits at either a single, two-person, or full family level for each bargaining unit member and eligible dependents. The Employer shall pay the following subsidies towards one of the five (5) different plans offered (prorated if less than 1.0 FTE):

- Single Subscriber - \$537.26/month
- 2-Person Subscriber - \$1,140.89/month
- Family Subscriber - \$1,466.23/month

Effective July 1, 2022, the Board will provide contributions for single, two-person, and full family medical insurance at the maximum amount allowed by law (hard cap) permitted in Section 3 of the Publicly Funded Health Insurance Contribution Act. If premium costs increase greater than 10 percent (10%), the association leadership and administration will meet to review cost containment.

Pretax payroll deductions will be withheld beginning in January each year (if necessary) for amounts over Employer subsidies using a twenty-six (26) pay schedule. When the Employer subsidy exceeds the monthly premium of a High Deductible Health plan (HSA plan), employees will receive the difference between the Employer subsidy and the monthly premium in the form of an annual deposit to their Health Savings Account (HSA). The deposit will be prorated if the employee is not enrolled on January 1st of the calendar year for PA 152 compliance purposes. There will be no refund or credit for the Choices (traditional) plan where the premium is lower than the employer subsidy. In addition, all dependents on an active employee's medical (not to include dental or vision) plan through TCAPS will be allowed to maintain coverage through the end of the calendar year they turn twenty-six (26).

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

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

Cash-in-Lieu of Medical

Employees who do not sign up for benefits will be given \$323 in gross wages per month. Employees may choose to keep the \$323 as additional wages or select a tax sheltered annuity through a Section 125 plan. In order to participate in this program, the administrator must show proof of health insurance under another plan. It is understood that the Employer's contribution will reduce the maximum allowable exclusion as defined in the IRS Code. Responsibility for enrollment in the program rests with the employee.

- 28.2 If at any point either party wishes to review benefit levels, a meeting will be scheduled between parties.
- 28.3 The employer will provide an IRS Section 125 plan for employees.
- 28.4 The Employer reserves the right to change carriers during the life of the contract providing the benefits are substantially equivalent to benefits in the plan identified in Subsection 28.1 above.
- 28.5 Dual family coverage for spouses employed with the District shall not be permitted.
- 28.6 If an employee fails to notify the Compensation and Benefits Office when his/her family status changes, whereby it would change the type of contract (persons covered), the employee because of his/her negligence will assume the responsibility of repaying the school for any overpayment made on a policy in excess that the employee is entitled to receive.
- 28.7 Beginning July 1, 2022, the Employer will provide Vision coverage: VSP-3 Plus P-250CL plan and Dental coverage: 100/100/100, \$1,500 annual max per person; 50% orthodontics, \$1,000 lifetime max per person. Long Term Disability (LTD) plan: administered through MESSA (CIGNA LTD policy) offering 66.6% income replacement after 90 calendar days of incapacity.
- 28.8 Benefits for employees will become effective the first of the month following the employee's date of hire. Eligibility for benefits is based on the acceptance of the application by the insurance provider. Enrollment for benefits will be accepted by the insurance company only during the established open enrollment period of each year or for new employees within thirty (30) days from the date of eligibility.
- 28.9 It is understood that the contract year for insurance coverage is twelve (12) months, January 1 through December 31.

LONG-TERM DISABILITY INSURANCE

- 28.11 The Board of Education shall provide a disability insurance plan with provisions similar to the following:
 - a. Begins after being disabled for three (3) months.

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

TRAVEL INSURANCE

28.12 The Board of Education shall maintain travel accident insurance for all approved school district trips in the sum of \$100,000 for accidental death.

GROUP LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT

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

WORK-RELATED INSURANCE COVERAGE

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

RETIREMENT PAY

Section 29

29.1 Retirement pay will be granted at the rate of twenty (20%) percent of the administrator's base pay in effect at the time of retirement, if said person can satisfy all three of the following stipulations:

- a. Has completed a minimum of ten (10) years with Traverse City Area Public Schools, and
- b. Qualifies and has received approval to begin drawing retirement benefits within one (1) year under the policy of the Michigan Public School Employee Retirement Fund System.

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

29.3 To be eligible for retirement pay under Section 29.1, qualifying retirees must file a letter of retirement with the Human Resources Office at least sixty (60) calendar days prior to the expected date of retirement. Persons planning to retire at the end of the school year or during summer vacation must have submitted a letter

of retirement to the Human Resources Office no later than March 15 in the last year in which they are an administrator in order to be eligible for retirement pay under Section 29.1.

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

SALARY SCHEDULE

Section 30

30.1	Positions	2023/24*	2024/25*	2025/26*
	a. Senior High Principal	\$120,134	\$122,536	\$124,374
	b. Middle School Principal	\$115,788	\$118,104	\$119,876
	c. Senior High Athletic Director/Assistant Principal	\$100,870	\$102,887	\$104,430
	d. Director of Montessori	\$96,439	\$98,367	\$99,843
	e. Middle School/High School Assistant Principal	\$96,439	\$98,367	\$99,843
	f. Elementary Principal	\$96,439	\$98,367	\$99,843
	g. Secondary School Principal	\$96,439	\$98,367	\$99,843
	h. Assistant Elementary School Principal	\$83,065	\$84,727	\$85,997

For the 2023/24 contract year only, Administrators will be given the option to cash in sick days in order to lessen the impact of the District's request to move the group to the payroll schedule that accurately reflects the work year/start date of each administrator's annual contract. All 203-workday and 213-workday employees will have a 29 pay period for 2023/24, in order to accrue wages for pay in July and August of 2024. Beginning 2023/24, all Administrators will be paid in accordance with the work year start date.

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

LONGEVITY SCHEDULE

30.2 Longevity pay is provided to recognize years of administrative service. Those administrators with a year end evaluation rating of highly effective or effective shall be credited with one additional year of longevity up to the maximums outlined in Section 30.2 of the collective bargaining agreement for 2023/24, 2024/25, and 2025/26. The longevity schedule is as follows:

Years	Percent
4-7	6%
8-11	7%
12-15.....	8%
16-19.....	9%
20-24.....	11%
25+	12%

New hires or individuals moving from TCAPS teaching positions to TCAA positions will be granted year-for-year prior public school principal experience when determining placement on the longevity schedule.

New hires or individuals moving from TCAPS teaching positions to TCAA positions will be granted 50% for each year of prior charter, private, or parochial school experience when determining placement on the longevity schedule.

- 30.3 New stipends will be shared with the President of the Traverse City Administrators' Association prior to posting the stipends. Administration will review stipends periodically to determine appropriateness.

DEGREE SCHEDULE

30.4

Degree	7/1/2023	7/1/2024
Bachelor's Degree		\$500
Master's Degree:.....	\$500	\$1,000
Master's Degree +15		\$1,500
Master's Degree+30:	\$1,000	\$2,000
Specialist Degree:.....	\$1,250	\$2,000
Doctorate:	\$2,000	\$2,500

In the event of a degree change due to the award of an advanced degree, the employee will be moved to the appropriate degree stipend within 30 days of the employee providing a written request for salary change and a transcript showing the award of the degree to the Human Resources Department.

- 30.5 In lieu of providing a district cell phone, Administrators will receive an \$840/ year technology stipend issued on a per month basis and incorporated into their bi-weekly pay.
- 30.6 Administrators who apply and are assigned as mentor principals shall receive an annual \$1,000 stipend for performing mentor principal duties.
- 30.7 Administrators are placed on only one longevity schedule and one degree schedule as eligible. The longevity schedule is based on the base salary as noted in Subsection 36.1 above.
- 30.8 Positions "a" through "i" (Subsection 30.1 above) shall be identified as bargaining unit position classifications. All bargaining unit vacancies shall be filled as TCAA positions as recognized in Sections 1.1 and 1.2. No vacancies shall be filled as non-bargaining unit positions with the exceptions of emergency situations, preventing administrative layoffs, partial year vacancies and part-time assistance to buildings and schools with an insufficient number of students to warrant a regular administrative position unless mutually agreed upon by the TCAA and administration.
- 30.9 Employees shall be paid in twenty six (26) or twenty seven (27) installments annually depending upon the number of payroll periods in each employee's contract year.
- 30.10 The salary/wage adjustments herein provided as a result of horizontal or vertical movement within the salary schedule (e.g. years of service, educational attainment, longevity), shall be permitted only during the specific school years

expressly identified within this contractual salary/wage schedule and only during the effective dates of this contract. Any such movement upon the salary/wage schedule for any school year beyond those years for which this contract is expressly effective is subject to the negotiation process and the parties' duty to bargain in good faith.

MENTORSHIP

Section 31

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

PROFESSIONAL LIABILITY

Section 32

- 32.1 The District will defend, indemnify and hold the TCAA member harmless from and against all claims, suits, judgments, liabilities, costs and expenses, of a civil nature and excluding criminal matters, arising from actions taken or decisions made in good faith within the scope of employment while being a TCAA member. The TCAA member shall give the Board notice of any claim for defense and indemnification hereunder promptly upon knowledge of any possible claim or action against the TCAA member. The Board shall have the right to appoint the attorney and conduct the defense of any such claim or action. If, in the opinion of the Board, the TCAA member fails to fully cooperate in the defense of any claim or action, then this provision of defense, indemnify and save harmless shall become null and void. This paragraph survives the termination and expiration date of the employment contract. The TCAA member shall be subject to discharge only for reasons that are not arbitrary or capricious. Prior to discharge under this provision, the TCAA member shall be provided with written notice of charges and an opportunity for a hearing before the Board, which may be held in closed session at the TCAA member's request as allowed by the Open Meetings Act. The TCAA member may be represented by counsel at the hearing at the TCAA member's own expense. In the event of termination by the Board following the hearing, the TCAA member's contract shall automatically terminate, and the Board shall have no further obligation to the TCAA member.

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