

MASTER AGREEMENT

Between

TRAVERSE BAY AREA INTERMEDIATE SCHOOL DISTRICT
BOARD OF EDUCATION

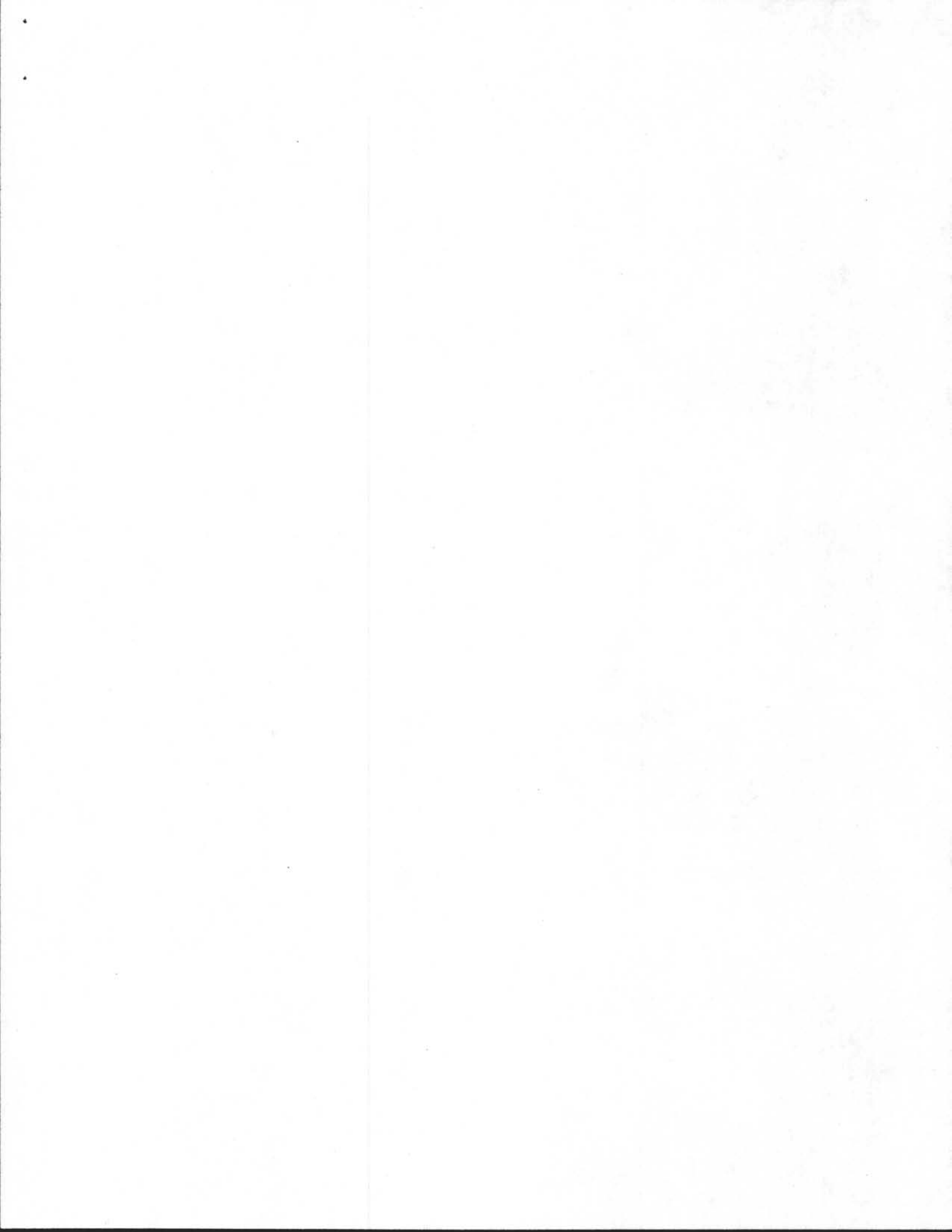
And

TRAVERSE BAY AREA INTERMEDIATE SCHOOL DISTRICT EDUCATION
ASSOCIATION/MICHIGAN EDUCATION ASSOCIATION/NATIONAL
EDUCATION ASSOCIATION

1993 - 1994

Traverse Bay Area Intermediate School District

LABOR AND INDUSTRIAL
RELATIONS COLLEGE
MICHIGAN STATE UNIVERSITY



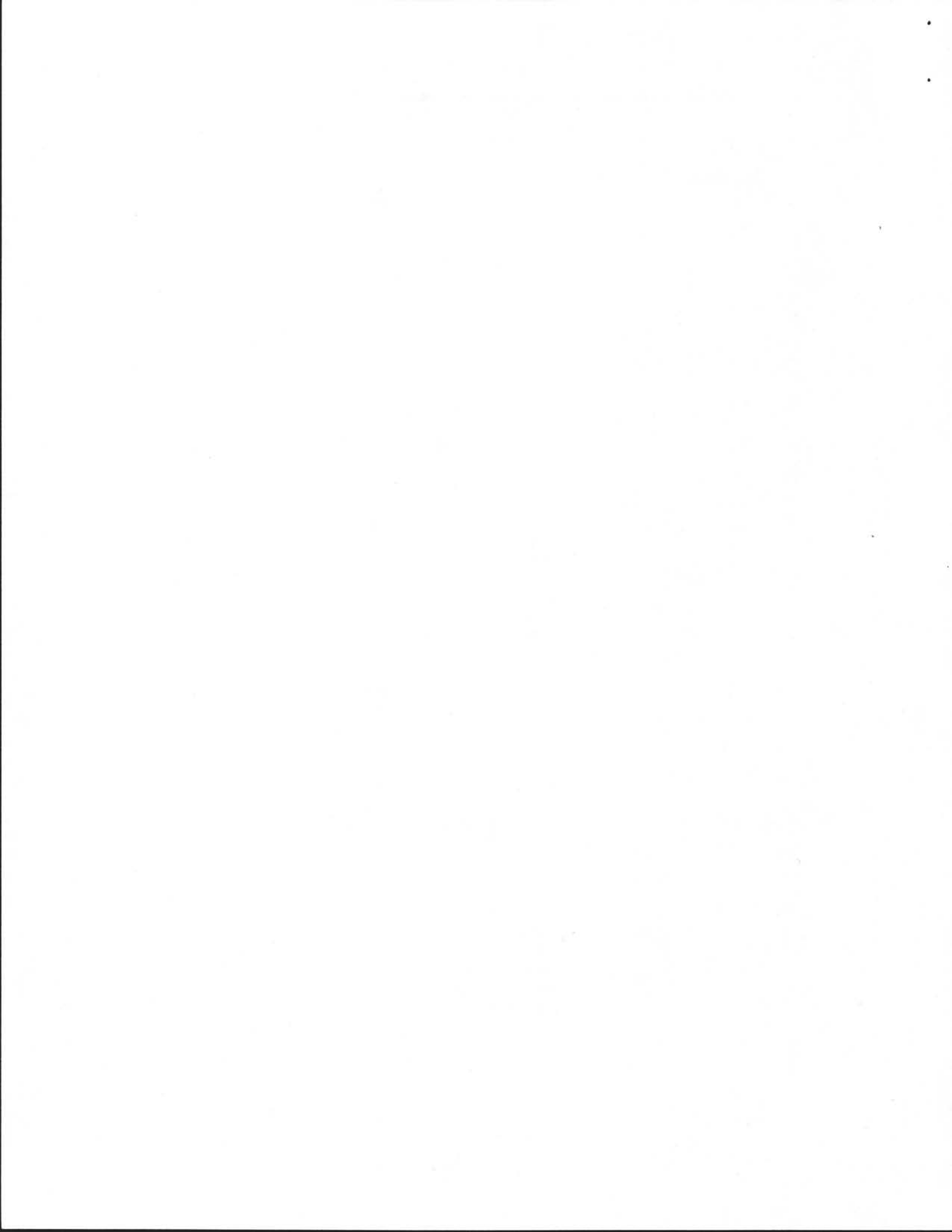


MASTER AGREEMENT

1993 - 1994

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This Agreement entered into this first day of July, 1993, by and between the Traverse Bay Area Intermediate School District Education Association/Michigan Education Association/National Education Association, hereinafter called the "Association" and the Traverse Bay Area Intermediate School District, hereinafter called the "District."

PREAMBLE

WHEREAS, the parties hereto recognize that it is in their mutual interest and responsibility to meet the educational needs of the students served by the school district, as required by law, and that the quality and character of such education depends upon the effective administration and delivery of such services; and

WHEREAS, the parties further recognize that the quality and morale of the professional staff is enhanced by the creation and maintenance of an atmosphere and working conditions conducive to the educational process; and

WHEREAS, it is further recognized by the parties that both parties have a mutual obligation pursuant to law to bargain collectively in good faith concerning wages, hours and other terms and conditions of employment; and

WHEREAS, both parties to this contract have reached certain understandings and agreements hereinafter set forth effecting wages, hours and other terms and conditions of employment,

NOW, THEREFORE, in consideration of mutual agreements and covenants of the parties it is agreed as follows:

ARTICLE I

RECOGNITION

The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Act 336 of the Public Acts of Michigan of 1947, as amended, for all regular full-time and regularly employed part-time certificated professional personnel, including vocational, special and general education classroom teachers, school psychologists, teacher consultants, occupational therapists, physical therapists, registered nurses, speech therapists, orientation and mobility instructors, school social workers and coordinators, but excluding therefrom the superintendent, assistant superintendent, directors, all other supervisors and all other employees.

The term "certificated professional personnel" shall mean those professional personnel which are certificated by the Department of Education, State of Michigan.

The term "regularly employed part-time" personnel shall mean those certificated professional employees who are assigned on a regular basis for a vacancy or newly created position during the school year which is to extend for not less than sixty (60) consecutive working days. It shall not include substitute

professional employees who are assigned on an irregular or sporadic basis.

ARTICLE II

MANAGEMENT RIGHTS

The Association recognizes that the Board on its own behalf and 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 Constitution and by the statutes of the State of Michigan, particularly the Michigan School Code, and by the Constitution of the United State, including, by without limiting the generality of the right to establish policy for the executive management and administrative control of the school systems, its properties, its facilities and its personnel, including the assignment of personnel, as well as the methods and means necessary to the proper execution of the foregoing obligations, provided that such rights shall be exercised in conformity with and not in derogation of the provisions of this Agreement.

ARTICLE III

NEGOTIATION PROCEDURE

A. In any negotiations described in this Article, 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 of the School District and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all the necessary power and authority to make proposals, consider proposals, and to make concessions in the course of negotiations or bargaining, subject to final ratification.

B. The Board agrees to furnish to the Association, in response to reasonable requests, the information necessary for collective bargaining, to process grievances and to administer this Agreement.

C. An organizational meeting for subsequent negotiations shall be initiated and held by the parties hereto not less than ninety (90) days prior to the end of this Agreement.

ARTICLE IV

SCHOOL CALENDAR

A. School calendars provide, as per Appendix A1 and A2:

1. A minimum of one hundred eighty (180) instruction days.

**TRAVERSE BAY AREA INTERMEDIATE SCHOOL DISTRICT
SCHOOL CALENDAR
1993-1994**

SUMMER SCHOOL: June 17-July 9
July 19 - 23
1993 July 26 - Aug. 27

JULY 1993

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
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AUGUST 1993

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SEPTEMBER 1993

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(17)

OCTOBER 1993

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(21)

NOVEMBER 1993

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(19)

DECEMBER 1993

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(16)

180 Student Days
182 Teacher Work Days
230 Special Ed. Program Days

- 9/7 Staff Orientation - Full Day
- 9/8 First one-half day for students, full day for staff
- 10/28 One-half day students, Full day for Staff
- 11/11 One-half day students, Full day for staff
- 11/12 Parent/Teacher Conf. (No School)
- 11/25-26 Thanksgiving Recess
- 12/22 Holiday recess begins after a full school day
- 1/3 Classes resume
- 1/27-28 One-half day students, Full day staff
- 2/21 Mid-winter Break
- 3/25 Parent/teacher conf. and/or inservice, one-half day students, full day staff
- 3/31 Spring Recess begins after a full school day
- 4/11 School resumes
- 5/30 No School - Memorial Day
- 6/9-10 Last two half days for students, full day for staff

JANUARY 1994

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(21)

FEBRUARY 1994

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(19)

MARCH 1994

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(23)

APRIL 1994

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(15)

MAY 1994

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(21)

JUNE 1994

S	M	T	W	T	F	S
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(8)

SYMBOLS:

- - Holiday/Vac. Day
- - Teacher Work Day
- / - Half-Day for Students

NOTE: On days indicated "half-day students", TBA Career-Tech Center will conduct classes all day. ONLY TBA Spec. Ed. students attend 1/2 day sessions.

2. A total of one hundred eighty-two (182) teacher contract days.

B. A professional employee shall be excused from duty with pay for the days lost as a result of inclement weather which necessitates the closing of school for the Traverse City Public Schools, except those classroom teachers who are permanently assigned to another constituent district, or satellite program with a constituent district; provided, however, itinerant professional employees who serve such constituent district may abide by the inclement weather schedule of the Intermediate District, as above provided.

C. A professional employee will abide by the calendar of the constituent district provided the calendar of said district does not exceed one hundred eight-two (182) days, or, if the employee is required to work beyond the one hundred eighty-two (182) days, the employee may have compensatory time or compensation in accordance with Article XI, F.

D. 1. The Board in conjunction with the Association and the constituent school district agree to the rescheduling of any days lost in the event school is closed for reasons which are not allowed to be counted as days of student instruction for intermediate school districts to achieve the minimum number of days required by state law without additional compensation. Act of God days will be compensated provided they are counted as days of student instruction.

2. Commencing with the 1988-89 school year the Association and the Board agree to reschedule any days lost in the event school is closed for reasons which are not allowed to be counted by all constituent school districts as days of student instruction as per D.1, above.

3. In the event the Michigan School Code (School Aide Statute) is amended or changed from that which was in effect on July 1, 1985 concerning the Act of God provisions, either party shall have the right to reopen this section for renegotiations upon written notice to the other party.

ARTICLE V

STRIKE PROHIBITION

The Association and its members recognize that the cessation or interruption of professional services is contrary to law and public policy. Therefore, the Board and the Association agree, in keeping with the ethics of their profession, that all differences between them shall be resolved by the orderly procedures provided herein, and as otherwise approved by law, without interruption of the school program. Accordingly, the Association and its members agree that during the term of this Agreement they will not authorize, instigate, participate in, encourage or support any strike or any other form of work cessation or interruption by professional employees.

ARTICLE VI

PAYROLL DEDUCTIONS

A. 1. Any bargaining unit member who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the first day of active employment shall, as a condition of employment, pay a representation benefit fee to the Association pursuant to the Association "policy regarding objections to political ideology expenditures" and the administrative procedures adopted to that policy. A representative benefit fee shall not exceed the amount of the Association dues collected from the Association members. The bargaining unit member may pay such fee directly to the Association or authorize payment through payroll deduction as herein provided. In the event that the bargaining unit member shall not pay such representation benefit fee directly to the Association or authorize through payroll deduction the employer shall, upon completion of the procedures contained in paragraph III and pursuant to MCLA 308.477; MSA 17.1277 (7) and at the request of the Association deduct the representation benefit fee from the bargaining unit members' wages and remit same to the Association.

In the event that the Board is prohibited by legal decision to deduct the service fee from a bargaining unit member who does not authorize the deduction of the representation benefit fee, the Employer, at the request of the Association, shall terminate the employment of such bargaining unit member upon completion of the procedure contained in paragraph 3 A. The parties expressly agree that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment.

The Association shall hold the Board harmless for any and all claims, demand suits, or other forms of liability by reason of action taken or not taken by the board or suits designated agents for the purpose of complying with the provisions of the agency shop agreement herein contained. It is understood that the Association should have the right to comprise claims which may arise under this save harmless clause.

2. The Association has established a "policy regarding objections to political ideology expenditures". The policy (a copy of which shall be provided each non-member bargaining unit member by the Association) and the administrative procedures (including the timetable for payment) pursuant thereto applies only to nonunion bargaining unit members. The remedies set forth in such policies shall be exclusive and unless and until such procedures, including any administrative or judicial review thereof shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of the Article shall be subject to the grievance procedures set forth in this Agreement or any other administrative or judicial procedure.

3. The Association, in all cases of mandatory fee deduction pursuant to MCLA 408.477; MSA 17,277 (7), shall notify the teacher of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected. If the teacher fails to remit the service fee or authorize the deduction for same, the Association may request the Board to make the deduction. The Board, upon receipt of the request for an involuntary deduction, shall provide the teacher with opportunity for a due process hearing limited to the question of whether or not the teacher has remitted the service fee to the Association or authorized payroll deduction for same.

a. In the event, as provided in subsection I above, the Association wishes to request the Board to terminate the employment of a bargaining unit member for violating this member of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance and shall further advise the recipient that a request for discharge may be filed with the Employer in the event the compliance is not effected. If the bargaining unit member in question denies that he/she has failed to pay the service fee, then he/she may request and shall receive a hearing before the Employer limited to the question of whether he/she has failed to pay the service fee.

4. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non members along with other required information may not be available and transmitted to non members until mid-school year. Consequently, the parties agree that the procedures in the Article relating to the payment or nonpayment of the representation fee by non members shall be activated thirty (30) days following the Association's notification to non members of the fee for the given school year. In such event, it is agreed that the employee remains obligated for the entire annual representation fee.

B. The Board agrees to provide the services mentioned in paragraph A above without charge to the Association.

C. Remittance of Membership Dues and Assessments.

1. When deductions begin

Checkoff deductions under all properly executed authorization for checkoff shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period of the month and each month thereafter, provided that the employee has earnings that month.

2. Remittance of dues to financial officer

A list of the names and the amount of dues deducted will be remitted to the designated officer within five (5) work days of the month following the month in which they were deducted. An alphabetical list of names and addresses of all employees from whom deductions have been made shall be provided yearly.

3. Any additions or deletions shall be communicated to the Association.

ARTICLE VII

ABSENCE FROM DUTY

A. Personal Illness and Disability

1. Sick Leave

a. At the beginning of each school year, each professional employee shall be credited with ten (10) days sick leave allowance, to be used when the employee is absent from duty because of personal illness or injury, including pregnancy-related disabilities. Up to seven (7) days of the ten (10) days will be allowed for illness of children or spouse in any one school year.

b. Each professional employee shall have placed to his/her credit, the number of sick days not used during any year, which days shall accumulate to the maximum number of ninety (90) days.

c. An employee who has not used any sick days from September through the completion of the first semester may redeem one (1) accumulated sick leave day at the employee's daily rate of pay. Likewise an employee that has not used any sick days from the commencement of second semester through its completion may redeem one (1) sick leave day at the employee's regular rate of pay in the last pay check in June. Further, an employee who has not used a sick leave day or personal day during the entire school year may redeem an additional \$150. Use of sick leave day in either pay period will disqualify the employee from being able to redeem a sick day in that period the sick day was used. Contributions to the sick bank shall also disqualify the employee from redeeming sick days. Sick days used will be deemed to have come from current earned sick days before accumulated days may be used. It is expressly understood that any professional employee wishing to redeem accumulated sick leave days in either period above described must submit the written form to the payroll office no later than the last day the professional employee is required to report for work in that school year. Late requests for redemption will not be honored. Payment will be made once in the school year in the last regular paycheck in June.

2. Sick Leave Bank

When a professional employee's sick leave has been exhausted, and if he/she has contributed two (2) days to the bank, such employee may be granted additional sick leave days, not to exceed 20 work days, plus two (2) days initially contributed to the sick leave bank.

An employee is not eligible for bank benefits until he/she has repaid borrowed days and contributed an additional two (2) days. In order to be eligible to draw from the bank, the employee must present a doctor's certificate of illness or injury. All withdrawals from the bank are subject to the following:

a. Any new professional employee may contribute from his/her current sick leave two (2) days to the sick leave bank. The sick leave bank will not exceed a total of two hundred (200) days. Individual authorization cards shall be placed in chronological order and the contributed days shall be used to maintain the bank at a maximum of two hundred (200) days. All authorizations received in excess of the two hundred (200) days shall be maintained on file and shall be used to replenish the bank when necessary. Any professional employee with an individual authorization on file when the bank has reached its maximum will be eligible for the benefits of the bank. Use of benefits by an employee with an authorization on file will first come from that employee's authorization.

In the case of catastrophic illness or injury, a professional employee may at the sole discretion of the Superintendent, donate up to five (5) sick days to a fellow employee.

b. The Superintendent, or authorized representative, shall notify the Association when the bank has been depleted to fifty (50) days. Thereafter, it shall be the responsibility of the employees in their discretion to replenish the sick leave bank to its maximum level of two hundred (200) 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 professional employees in the school district who have made a contribution to the bank.

d. The sick leave bank shall be administered by two (2) persons designated by the Superintendent and two (2) authorized representatives of the Association; these persons shall be the Sick Leave Bank Committee which shall administer all matters related to the sick leave bank. The decisions of the committee shall be subject to the reviewing authority of the Superintendent.

e. Sick leave bank days shall not be used where its payment would reduce other benefits provided in this contract or by law.

f. Any authorized professional employee who uses sick bank days shall repay those days to the sick bank at a minimum rate of five (5) days per year. Said employee may not borrow again from the bank until all used days have been repaid. The five (5) days replenishment rate shall be automatically deducted at the beginning of each year until the balance is repaid. If employment with TBAISD is terminated, outstanding debts to the

bank must be paid before qualifying for terminal pay. (This requirement would apply prior to Article XIII, J. being implemented). A person does not have to replenish days that were originally contributed by themselves.

B. Death in the Family

1. Absence without loss of salary shall be allowed, up to six (6) days, upon the death of spouse, child, parent, parent-in-law, brother, sister, grandparent, grandparent-in-law, grandchild or dependent, brother-in-law, sister-in-law or other individual as may be determined by the Superintendent on a case-by-case basis. Two (2) such days may be used for the purpose of visiting any such relative during periods of critical illness under circumstances where death may be imminent. The Superintendent's decision shall be final.

2. Upon receipt of a request from the employee, accompanied by a physician's recommendation, additional days may be granted by the Superintendent. These additional days shall be subtracted from the employee's sick leave.

C. Personal Leave Days

1. Absence will be granted during the school year without loss of salary for not to exceed two (2) days for personal leave.

2. A personal leave day shall not be granted for vacation or recreational activities, nor to extend a holiday or vacation. Specific reason(s) must be stated in writing and approved by the Superintendent if requested after a vacation or holiday.

3. Unused personal leave days may be added to accrued sick leave annually.

D. Inservice

A professional employee shall be relieved from duty for the purpose of attending inservice training days, as scheduled throughout the school year by the school district.

E. Conference Days

Professional employees may be allowed to attend conferences upon approval of the Superintendent, provided application is submitted in writing at least fourteen (14) calendar days, if possible, in advance of the conference. If approved, the employee will be reimbursed for expenses according to administrative guidelines. Employees may attend conferences at their own expense upon approval of the Superintendent.

F. Jury Duty

1. Any professional employee summoned to jury duty shall be paid his/her full salary, except that he/she shall return to the school district the earnings received for jury duty.

2. Should said jury duty constitute less than one-half (1/2) day, he/she shall report for his/her assignment upon termination of duty.

G. Military Leave

Professional employees shall be entitled to military leaves, as provided by law.

H. Worker's Compensation

Employees are covered by worker's compensation. Sick leave shall not be used to supplement worker's compensation where its use would result in a reduction in the worker's compensation benefits.

I. Unpaid Leave of absence

An unpaid leave of absence of up to one (1) year may be granted by the Board with prior approval of the Superintendent or his/her designee. Such leaves of absences may be granted only for good and sufficient reasons as stated in the application by the employee. All such leaves shall be without pay. Applications for such leaves must be submitted in writing to the Board at least sixty (60) calendar days prior to the commencement of the requested leave, unless waived by the Superintendent or the Board. It shall be the responsibility of the employee to notify the Board in writing of his/her intent to return to duty by April 30, if the leave of absence was for a full school year. If the leave granted was not for a full school year, the employee shall notify the Board in writing not less than sixty (60) days prior to the termination of the leave. Failure to notify the Board either by April 30th or sixty (60) days prior to the termination of the leave in accordance with the above shall be irrevocably considered a voluntary resignation of employment with the district.

a. Upon return from such leave, a professional employee shall be placed in the same or similar position as held before the leave and at the next consecutive step on the salary schedule, and shall retain all accumulated sick leave.

b. A year's unpaid leave of absence shall not be considered a year of service to the school district. Short term leaves may be granted by the Superintendent or his/her designee without Board approval. Such leaves shall be without pay. An

employee will be permitted no more than ten (10) short term leave days per any five (5) consecutive years of employment. (The Superintendent may make exception in instances of extenuating circumstances). The Superintendent's decision shall be final in all such instances.

2. Maternity/Child Care Leaves

An unpaid maternity/child care leave of absence of up to one (1) year will be granted to an employee and shall be requested and administered as provided in 1 above.

3. Sabbatical Leave

a. Sabbatical leave shall be interpreted as leave from active duty granted to any professional employee after seven (7) years' service in the Traverse Bay Area Intermediate School District for the purpose of improving the delivery of services in the school district. Sabbatical leave may be granted for up to one (1) year as may be recommended by the Superintendent. The application for sabbatical leave must be filed in writing with the Superintendent. Final approval of those applicants selected by the Superintendent will be made by the Board. Each applicant will receive a written reason to the application within thirty (30) calendar days of the Board's decision.

b. 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 delivery of services in the school district, or will improve the efficiency of a professional, shall be considered consistent with the purposes of sabbatical leave.

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

d. Remuneration to professional employees granted such leave shall be at the rate of one-half (1/2) the yearly salary and payment shall be made on a regular payroll basis of twenty-one (21) or twenty-six (26) pays. No fringe benefits will be paid by the Board while the professional is on sabbatical.

Not more than two (2%) percent (rounded off to the nearest whole number) of the professional employees may be granted sabbatical leave in any one year.

e. In determining its recommendations on request for sabbatical leave, the Superintendent will base his/her decision on the following criteria:

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

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

(3) Length of period of active service in the Traverse Bay Area Intermediate School District.

(4) Reasonable and equitable distribution of applications among the different basic programs and support services in the school district.

(5) Order in which applications are received.

f. Upon return from a sabbatical leave, the professional shall submit a report to the Superintendent. If an abuse of the leave is apparent, the professional 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.

g. Increment in the salary schedule and sick leave credit shall accrue and be granted when the sabbatical leave is completed.

h. A professional employee, upon completion of a sabbatical leave, shall return to the school district for a period of at least one (1) school year.

i. A professional not returning to the school district for reasons other than health, upon completion of sabbatical leave, shall reimburse the school district for all monies received from it during this leave.

j. Upon return, the Board shall return the professional to a position of like or equivalent nature.

J. In the event a member of the support staff is reasonably anticipated to be absent for an extended period of time, then and in that event, the board will make a good faith effort to have said employee's work assignments assumed by a qualified substitute employee.

K. Each school year the Association will be credited with ten (10) days to use at the discretion of the Association. The Association shall, if a substitute is hired, reimburse the Board for the cost of the substitute. A person using an Association day shall lose no benefits or seniority rights as provided elsewhere in this Agreement. No more than two (2) professionals shall be gone on the same day or days. One (1) week advance notice will be required to obtain an Association day.

ARTICLE VIII

PROFESSIONAL GRIEVANCE PROCEDURE

A. A claim by a professional employee or the Association

that there has been a violation, misapplication or misinterpretation of any provisions of this Agreement may be processed as a grievance as hereinafter provided.

1. The statement of a grievance shall name the employee involved, shall state the facts giving rise to the grievance, including the date of the alleged violation, shall identify by appropriate reference all provisions of the Agreement alleged to be violated, shall state the contention of the employee with respect to these provisions, and shall indicate the specific relief requested. All grievances must be signed by the employee involved.

2. The grievance procedure shall not apply to the extension of the probationary period, non-renewal of a probationary employee's contract, the suspension, demotion or discharge of a tenure teacher and discharges of probationary employees.

B. Any employee or group of employees with a grievance shall within ten (10) working days of its alleged occurrence, or the discovery thereof (if the discovery could not reasonably have been made at the time of occurrence), discuss it with the immediate supervisor. At this and subsequent steps in the grievance procedure, an Association representative may accompany the employee upon request of the employee.

C. If the discussion in B above does not resolve the grievance, within three (3) working days following the discussion the employee shall submit the grievance in writing to the immediate supervisor who shall render his/her decision in writing within five (5) working days of the submission.

D. If the grievance remains unresolved within three (3) working days of the written decision in Paragraph C, the employee shall submit a copy of the written grievance to the Superintendent, or his/her designated representative, who within five (5) working days of the receipt of the grievance shall meet with the employee in an effort to resolve the matter. Within ten (10) working days of the receipt of the grievance, the Superintendent or his/her designated representative, shall indicate in writing his/her disposition of the grievance.

E. If the grievance is not resolved under the procedures set forth in the previous steps, either party may refer the grievance to the Michigan Employment Relations Commission for mediation, said submission to be made not later than ten (10) working days following receipt of the disposition filed by the Superintendent in D above.

F. If the grievance remains unresolved within fifteen (15) working days following the conclusion of mediation, the grievant and the Association Grievance Committee may refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance, who shall be selected in accordance with the rules of

the American Arbitration Association. The decision of the arbitrator shall be final and conclusive, and binding upon the Association, its members, the employee or employees involved, and the Board.

G. The powers of the arbitrator are subject to the following limitations:

1. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of the Agreement.

2. The arbitrator shall have no power to establish new salary scales or to change any salary, provided, however, he/she shall retain the right to rule on matters related to step placement of employees on salary schedules.

3. The arbitrator shall have no power to change any policy or rule of the Board, nor to substitute his/her judgment for that of the Board as to the reasonableness of said policy or rule, except for policies and rules which are found to be in conflict with the terms of this Agreement.

H. 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 expense of witnesses called by the other party.

I. The processing of grievances, or any consideration thereof, shall not be conducted during duty hours, except by mutual consent.

J. To expedite the processing of a grievance, the Board shall permit the affected employee access to the right to inspect and acquire copies of his/her personnel file and any other recorded evaluations which pertain to the employee. A representative of the Association may accompany and assist the employee in this regard.

K. General

1. 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. Any grievance not advanced to the next step of the grievance procedure within the time limits specified shall be deemed abandoned.

2. In the event the Board'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.

3. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

4. 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.

ARTICLE IX

EMPLOYEE EVALUATION

A. Since the Board is vested with the responsibility for employment, evaluation and dismissal of professional personnel, it shall establish and implement for the professional staff a systematic program of employee evaluation as a part of that process. The program shall be consistent with the provisions of the Michigan Teacher Tenure Act and amendments thereto and shall apply to all professional employees.

B. It is understood and agreed that evaluation is an ongoing process and may include the entire work performance of the employee. Evaluations may contain not only formal classroom visitation critiques but in addition thereto informal administrative observations not only by Intermediate School District administrators and supervisors, but also those observations made by constituent school district administrative personnel. Any observation, either formal or informal, which is used in full or in part in a formal evaluation must be submitted in writing and signed by the employee. Such signing by an employee shall not be construed to necessarily mean agreement of content by only to acknowledge receipt.

C. There may be created during the course of this contract a joint committee composed of Association members and administration for the purpose of improving a written evaluation form applicable to all employees within the bargaining unit. The form as created by the committee shall be submitted to the Superintendent for his/her approval.

D. All formal observations should be for a sufficient period of time to observe the employee's objectives and goals sought to be accomplished during the module of time. The administrator shall reduce his/her observations to writing, educationally analyze his/her observations noting strengths and weaknesses of the employee involved and shall, where appropriate, indicate means and methods of improvement. If improvement is necessary, a schedule of improvement should be submitted in writing, indicating a specific time for the achievement of the objectives noted by the administration. Reference to progress in deficient areas shall be noted in subsequent evaluations.

E. Procedures

1. For the purpose of evaluation of the work performance, distinction is made between "formal evaluations" and "informal observations". Formal evaluations will be performed by T.B.A.I.S.D. administrative personnel. "Informal observations" may be performed by either intermediate school district or constituent district administrative personnel.

2. All formal observations in the evaluation process of work performance will be conducted openly and with advanced knowledge to the employee.

3. All evaluations shall be in writing with a copy to be given to the employee and a discussion thereon within fifteen (15) work days after the last observation for formal evaluation purposes or upon agreement between the evaluator and the employee.

4. If the employee disagrees with the evaluation he/she may submit a written response which shall be attached to the file copy of the evaluation.

5. The employee shall sign all evaluations, it being expressly understood that the employee's signature only acknowledges receipt of the evaluation and does not necessarily mean agreement of content.

6. The immediate supervisor and the Superintendent, or his/her designated representative, will keep records of all evaluations. A copy of all evaluations will be sent to the employee evaluated.

7. Each employee shall have the right, upon request to the Superintendent/designated representative to review the contents of his/her own personnel file. Privileged information - such as confidential credentials and related personal references normally sought at time of employment - are specifically exempted from review. An employee shall be entitled to have an Association member present at this review.

8. First year and probationary employees will be evaluated a minimum of two (2) times during the school year. Thereafter, all employees shall be evaluated at least once every other year.

9. The evaluation of each employee will be based upon the evaluation form and the criteria contained therein.

F. Other

1. No material related to employee evaluation originating after initial employment by the Board will be placed in the personnel file unless the employee has had an opportunity

to review the material. The employee may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. If the employee 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.

2. All recommendations pertaining to employment outside the school district shall be based solely on the contents of the employee's personnel file.

3. Any complaint made against an employee or person for whom the employee is administratively responsible for any parent, student or other person, including employees and administrators from the constituent school districts, will be promptly called to the attention of the employee. No such complaint shall be made a part of the employee's personnel file unless and until the allegations in said complaint have been verified independently by the Superintendent or his/her designee after providing the employee full opportunity to rebut or otherwise disprove said allegations.

ARTICLE X

EMPLOYMENT AND ASSIGNMENT

A. Vacancies

1. A position will be considered vacant when a bargaining unit member: (a) is granted a leave which extends ninety (90) school days or more; or (b) is removed or resigns from an assigned position.

2. Whenever a vacancy in any professional position shall occur, full, part-time or a new position, the Board, through its administrative personnel, shall give written notification to the Association through its president and post the vacancy on the bulletin board at center programs and at the Intermediate School District office.

3. Notification and posting of the vacancy as mentioned in section 2 shall be given to the Association president within five (5) school days upon receipt of the individual's resignation or the creation of the new position. The notification shall contain the date of receipt of the resignation.

4. Any qualified professional staff member may apply for the vacancy, and within fifteen (15) school days the professional shall be notified in writing as to the disposition of the application.

5. No vacancy shall be permanently filled until five (5) days after notification unless the vacancy occurs between August 15 and the first day of school, or during the school year, in which case the Superintendent or his/her designee shall notify the Association president in writing of the vacancy and of the time limits required to fill said vacancy and will post the vacancy on the bulletin board at center programs and at the Intermediate School District.

6. In filling all professional vacancies, the Board will consider the professional qualifications, background, attainment and other factors, including service to the school district of all applicants from within the school district as well as from outside the school district. In the event the professional qualifications of competing applicants are substantially the same, the employee with the most service to the school district will be granted the vacancy. The Board shall have the sole discretion in determining qualifications.

B. Transfers

1. The right of determination of employee transfer is vested in the Board of Education or its designated representative.

2. A professional employee who wishes to transfer to another position shall submit a written request to the Superintendent. Within ten (10) days the Superintendent or his/her designated representative shall reply in writing to the professional employees as to the disposition of the request. No placement shall be made inconsistent with an employee's academic preparation or area of certification, registration or licensure.

3. The parties recognize that transfer in basic programs and ancillary services may be necessary. When the Board transfers a professional employee, it shall take into consideration the professional preferences of the employee, instructional requirements and the best interests of the pupils and the school system, and professional qualifications of the employee. Any proposed transfer shall be discussed with the professional employee affected prior to consummation of transfer. No involuntary transfer of a professional employee from his/her present assignment to another classroom assignment shall be made for arbitrary or capricious reasons. If an employee is to be involuntarily transferred he/she shall have a right, upon written request, to a hearing with the Superintendent.

4. Any professional employee transferred to a supervisory or executive position and later returned to a professional status, shall be entitled to retain such rights including seniority as he/she may have had under this Agreement prior to such transfer to supervisory or executive status. Supervisory or executive seniority previously acquired shall be frozen as of the effective date of this contract. New Administrators shall not acquire bargaining unit seniority.

5. All transfers will be effectuated prior to recall of laidoff persons.

C. Physical Examinations

1. A professional employee may be required to present, for good cause, a certificate showing that he/she is in good mental and/or physical health. The cost of said mental or physical examination shall be borne by the Board.

2. Any employee absent because of an extended or serious illness shall present to the Superintendent, prior to his/her return to service, a statement from a licensed physician indicating that his/her health is satisfactory for return to his/her assignment.

D. Tenure and Non-Tenure Employees

1. The period of probation, notice of non-renewal and extension of the probationary period as specified in the Teacher Tenure Act shall apply to all professional employees. For those employees that are not eligible for tenure under the Act, notice to the Tenure Commission for third year probation shall not be applicable.

2. Non-renewal of a professional employee's contract while in a period of probation or extension of the probationary period shall not be done for arbitrary or capricious reasons. If the administration is to recommend non-renewal of a probationary contract to the Board, it shall forward a copy of the written recommendation to the professional employee not less than twenty (20) calendar days prior to the date of the Board meeting at which the recommendation is to be considered. The employee shall have the right to a private or public hearing before the Board, which request must be made not less than five (5) calendar days prior to such scheduled meeting.

3. Dismissal of a tenured teacher shall be in accordance with the Teacher Tenure Act.

4. Dismissal of professional employees in a period of probation shall be only for reasonable and just cause, and shall be preceded by written charges and a private or public hearing as requested by the professional employee, and shall include the right to examine and cross-examine witnesses and the right of legal representation at the time of the hearing, at the employee's expense. The Board's decision shall be in writing specifying its findings and reasons. Dismissals of professional employees not in a period of probation shall only be for reasonable and just cause and may be appealed to arbitration as specified in Article VIII, Paragraph F., after the procedure hereinbefore specified.

5. Suspensions as applied to tenure teachers shall be in accordance with the Teacher Tenure Act.

6. Suspensions as applied to all other professional employees, except those specified in paragraph 5, shall be only for reasonable and just cause and may be with or without pay, and may be subject to the grievance procedure, Article VIII.

E. Reduction in Personnel

1. In the event the Board determines it necessary to reduce the number of professional employees, the Board reserves the right to select the employee classifications, programs, department, and/or schools in which the reduction shall take place.

2. In the event of such a reduction, professional employees shall be reduced in the following order:
(1) temporarily approved employees; (2) probationary employees;
(3) last hired; (4) other employees according to their years of service to the school district.

3. Employees reduced by the provisions of this Agreement shall be recalled from layoff in the inverse order by mailing a registered or certified letter to the affected employee at his/her last known address five (5) school days prior to the date set for return to work. "School days" shall be defined as student attendance days.

4. Any employee other than tenured or non-tenured tract employees not recalled within three (3) years of layoff shall lose the right to recall.

5. The employee shall report to work upon the date specified by the school district. Failure to report on that date shall terminate his/her right to return unless extended by the Superintendent.

6. Seniority

a. "Seniority" shall be defined as unbroken service in the bargaining unit with the Traverse Bay Area Intermediate School District except for those employees transferred from constituent school districts as a result of assumption of special education programs by the Intermediate School District will have seniority dating from the last day of hire with the constituent school district as though originally employed by the Intermediate School District. Bargaining unit seniority previously acquired by administrators shall be frozen at previous levels as of the effective date of this contract, however, additional seniority may not be accumulated until return to the bargaining unit. Seniority shall be computed from the employee's first day of work computed on Traverse Bay Area Intermediate School District school calendar even though the employee may have been employed by a constituent district at the time. All bargaining unit members shall be ranked on the list in order of their first day of work as above defined. In the circumstances of more than one (1) individual having the same first day of work, all individuals so affected will participate in a drawing using the numbers for the Michigan Daily lottery, which are

closest to the individuals Social Security number. The date of the daily numbers used for the tie-breaking placement shall be mutually agreed to by both parties. The person having the Social Security number closest to the Michigan Daily Lottery number shall be considered the most senior person. The person the next closest shall be considered the next most senior, etc.

b. The seniority lists dated 10/13/83 have been reviewed by both parties and it is agreed that they are accurate and shall not for any reason hereafter be challenged and shall form the base for all subsequent seniority lists. The seniority list shall be published and distributed to all professional employees within the bargaining unity by October 15, of each school year. Revisions and updates of the seniority lists shall also be published and posted as they are made. A copy of the seniority list and subsequent revisions and updates shall be forwarded to the Association President within a reasonable time of the change.

c. All seniority is lost when employment is severed by resignation, retirement or discharge. Seniority is retained if severance of employment is due to layoff or promotion to an administrative or supervisory position. In cases of layoff or promotion to an administrative or supervisory position seniority previously accumulated shall be frozen until return to the bargaining unit.

7. Other Conditions

a. The process of reduction shall not be contrary to the Tenure Act.

b. Employees recalled to duty shall retain accumulated sick leave and shall be returned to the step on the salary schedule held at the time of layoff.

c. Any layoff under this Article shall suspend for the duration of the layoff the Board's obligation to pay salary or fringe benefits under any individual employment contract or under this master Agreement.

8. Subcontracting

The Board will not subcontract for the services of State Department certificated, licensed or approvals unless qualified personnel are not available in which case the Association will be consulted.

ARTICLE XI

SCHOOL DAY AND CONDITIONS

A. General

It is recognized by the parties that because of the diverse need of the student enrollment and the instructional responsibilities of the school district, a uniform school day and conditions for all professional employees is neither obtainable nor desirable. However, the following minimum conditions shall prevail for the professional staff.

1. A duty free lunch, or alternatively a duty free break time of not less than forty (40) minutes shall be provided during each school day. The Career-Tech Center may continue scheduling a thirty (30) minute lunch hour with compensatory time off as mutually agreed to by the administration and the individual professional staff member.

2. Special education teacher's time for class and/or report preparation shall be scheduled during the regular work week of not less than one hundred fifty (150) minutes per week. Special education teachers will work out the schedule with their immediate supervisors, it being understood that some of the preparation may be in the classroom while students are present, but under the supervision of an aide.

Scheduled student contact time for the Career-Tech Center shall not exceed twenty-five (25) clock hours per week. Preparation time for the Career-Tech Center shall not be less than one (1) hour per day. The administration at the Career-Tech Center shall have the right to some flexibility in deviation from the above daily schedule providing the weekly hours are maintained.

Upon notification by the Association, the Board will investigate and if in violation rectify within thirty (30) school days, all violations to the preparation time.

3. The school district special education classroom teachers shall have access to support staff on the same basis as non-school district special education classroom teachers.

4. Supervisors or their designees shall be available to the staff under their immediate supervision at least weekly for the purpose of conferring about and the coordination of program requirements.

5. This contact shall not be deemed violated where the foregoing minimums are provided.

B. For members of the support staff who are required to travel to constituent school districts, the school day, including travel, shall commence no earlier than 8:00 a.m. Time allowed for travel shall be from the TBA Center or the home of the employee, whichever shall be closer, to the employee's first required work station.

C. Under normal circumstances, a classroom teacher will not leave his/her room unattended while the class is present. However, if circumstances make it necessary for a classroom teacher to leave the room while the class is present, except in case of emergency, he/she shall make arrangements with a supervisor or another teacher for class coverage during his/her absence.

D. The Board will give all reasonable support and assistance to the professional staff with reference to establishing a policy for and maintenance of control and discipline.

The professional staff will give all reasonable support and assistance to the administration with respect to maintenance of control and discipline in the classroom and throughout the school district.

Any case of assault upon a member of the professional staff which has its inception in a school-centered problem shall be reported immediately in writing to the Superintendent, or his/her designated representative.

E. At the request of the employee, the Board will provide legal counsel of its choice where the employee is being prosecuted as a result of conduct arising out of their professional employment in educating students, provided the Board determines that the employee has acted, under the circumstances, without intentional disregard of a student's rights or the employee's responsibility to the school district. The Board's obligations shall not exceed beyond the first trial of the matter, but it may in its sole discretion provide further legal services.

F. Over-Time

This section shall apply whenever an employee applies for compensation or compensatory time.

The professional employee's normal work day may be scheduled to begin at approximately 8:00 a.m. and end not later than 5:00 p.m., it being understood that the supervisor shall have the right to flexible scheduling within such hours to coordinate with the constituent school district's normal schedule. If the supervisor shall schedule more than seven and one-half (7 1/2) hours within the school day for the employee or if the employee is scheduled or required by the supervisor to work outside the normal working hours (it being understood a few minutes either

way is acceptable), the employee shall be entitled to additional compensation at his/her regular hourly rate or compensatory time off at the election of the Superintendent. It is expressly understood that in order to be eligible for compensatory time or extra pay prior approval of the administrator must be obtained. The election shall be made within two (2) pay periods after the work is performed. If compensatory time off is elected, it shall be scheduled by the supervisor after consultation with the employee. The term "work" shall include A-1, A-2 and B above, where applicable.

1. Extra Curricular Compensation

The District will pay a stipend of five hundred (\$500) dollars per season to authorized coaches of special education extra curricular programs (practices and approved contests to be conducted outside normal work hours). Those programs are:

Basketball, Running, Skiing, Special Olympics.

For each coach a seasonal contract will be provided specifying the length of the season (number of weeks). The contract will also include pertinent working conditions and shall be signed by both the employee and Superintendent or designee prior to the commencement of the season.

Extra curricular positions will be posted in accordance with Article X of this Agreement, when vacancies occur. Extra curricular positions will be filled only upon the recommendation of the administration.

Coaches of extra curricular activities shall not accrue tenure in their capacity as a coach.

G. Any employee may request in writing to the Superintendent or his/her designee clarification as to the name of his/her immediate supervisor(s). The Superintendent or his/her designee shall respond promptly in writing to the person making the request.

H. Smoking in Traverse Bay Area Intermediate School District buildings is not permitted. Smoking on Traverse Bay Area Intermediate School District grounds is not permitted during the school day when classes are in session, except in the professional employee's vehicle.

ARTICLE XII

WORK RULES

In the event the Board desires to establish work rules during the term of this Agreement, such rules shall not be inconsistent with the terms hereof.

ARTICLE XIII

PROFESSIONAL EMPLOYEES' SALARY
AND RELATED MATTERS

1993-94 SALARY SCHEDULE

SALARY STEP	B.A.	B.A.+20	M.A.	M.A.+15	M.A.+30
	A	B	C	D	E
1	\$24,995	\$25,576	\$26,738	\$27,332	\$28,209
2	25,576	26,170	27,629	28,209	29,383
3	26,457	26,792	29,099	29,669	30,545
4	27,332	27,914	30,556	31,140	32,011
5	28,374	29,056	32,011	32,595	33,483
6	29,383	30,208	33,485	34,049	34,937
7	30,839	31,432	34,940	35,537	36,412
8	32,312	32,876	36,412	36,979	37,867
9	33,772	34,361	38,152	38,745	39,624
10	35,224	35,814	39,904	40,484	41,347
11	36,979	37,570	41,954	42,550	43,421
12	39,321	39,908	44,351	44,854	45,757
L-1*	40,501	41,105	45,682	46,200	47,130
L-2**	40,894	41,504	46,125	46,648	47,587
L-3***	41,287	41,903	46,569	47,097	48,045

- * 13, 14, 15, 16 years of credited service
- ** 17, 18, 19 years of credited service
- *** 20 and over years of credited service

Compute - L-1 is 3% x step 12
 L-2 is 4% x step 12
 L-3 is 5% x step 12

* All employees who were paid on the B.A.+18 schedule prior to July 1, 1988 and do not have 20 semester hours beyond the B.A. will be paid on the B.A.+20 schedule. New employees hired after July 1, 1988 must have 20 semester hours beyond a B.A. degree to be paid according to the B.A.+20 schedule.

1. B.A.+20; M.A.+15; M.A.+30; To qualify for B.A. +20, M.A. +15, or M.A. +30, a professional employee shall have earned 20 successful graduate semester hours over a Bachelor's Degree, 15 or 30 successful graduate semester hours over a Master's Degree. Evidence of successful hours earned beyond a degree must be filed in the Superintendent's office by the employee. It is understood that those employees paid on BA+18 during the 1987-88 school year will not be required to earn the two (2) additional hours to stay on the BA+20 column.

2. Part-time professional employees under contract to the Traverse Bay Area Intermediate School District shall be paid a salary on the above schedule as prorated.

3. Part-time professional personnel shall receive prorated premium allotment for health, vision, dental and vision insurance which may be applied toward health, vision, dental or optional insurance as allowed by MESSA or MEFSA's Tax Shelter Annuity or M.E.A.L.S. Plan. It is expressly understood the obligation of the employer shall not exceed making pro-rata premium payments to MESSA or MEFSA. Arrangements for payment of the rest of the premium, if any, shall lie solely with the part-time employee and not the employer. Payroll deductions for the difference will be permitted.

4. Occupational therapists and physical therapists shall be placed on the B.A. +20 schedule.

B. Placement and Prior Credit

Credit for experience other than Traverse Bay Area Intermediate School District shall be evaluated by the Superintendent or his/her designated representative.

1. Full credit shall be given for certified teaching experience and, in the case of licensed or registered professional employees, for years of work experience in their speciality acquired after licensure or registration.

"Certified teaching experience" shall mean teaching service performed after receipt of necessary certification, including temporary authorizations received from the Department of Education, State of Michigan.

2. Those teachers that are vocationally certified by the Department of Education, including annual authorizations, shall have credited for placement on the salary schedule applicable vocational work experience, including the work experience required to obtain such vocational certification, up to a maximum of two (2) years.

3. Notwithstanding the provisions of subparagraphs (1) and (2) above, the maximum required credit for all prior experience, including certified teaching, registered or licensed work experience or vocational employment, shall be limited to five (5) years.

The maximum required credit for all prior experience for non-degree and Bachelor Degree professional employees shall remain at five (5) years, but for M.A. professional employees, the maximum required credit for all prior experience shall be increased for six (6) years.

4. The Superintendent may in his sole discretion, grant more than five (5) years credit, six (6) years for M.A. for such prior experience, it being understood that refusal to grant more than the maximum required credit shall not be subject to the grievance procedure.

5. Honorable armed service shall be evaluated by the Superintendent and credit may be granted at the rate of one (1) year for each two (2) years of honorable armed service not to exceed a total of two (2) years and within the aforementioned five (5) years credit.

6. Credit for full time employment may be granted on the salary schedule for a fractional part of a school year that is equivalent to one hundred (100) school days or more.

C. Longevity

Longevity shall be defined as years of credited service as a professional employee with the school district, and those years of service for which the professional employee received credit for prior experience under the provisions of Article XIII, Paragraph B., Placement and Prior Credit.

<u>Professional employee beginning their:</u>	<u>Longevity Pay</u>
13, 14, 15, 16 years of credited service	3% of base pay (12th Step)
17, 18, 19 years of credited service	4% of base pay (12th Step)
20 and over years of credited service	5% of base pay (12th Step)

D. Payments and Deductions

1. Salary payments will be made on alternate Fridays.
2. Mandatory deductions
 - a. Withholding tax - Federal and State
 - b. Social Security
3. Voluntary deductions
 - a. Professional Association Dues
 - b. Health care insurance and/or benefits
 - c. United Way
 - d. Employees Credit Union
 - e. Approved I.R.S. Tax Deferred Plans

During the course of this contract, a committee composed of four (4) Association members and four (4) persons selected by the Board may meet for the purpose of reducing and/or limiting the number of carriers and/or plans eligible for payroll deduction. Any new plans or carriers must have prior approval of the committee prior to payroll deduction.

E. Health Care Insurance

Commencing September 1, 1993 the Board will pay ninety (90%) percent of the premiums applicable for up to full family MESSA Super Care I Pak with Care Rider Health Insurance. The employee shall pay the first ten (10%) percent of the applicable premium. It is further agreed that the Board shall pay the deductible and the difference in prescription co-pay to be incurred by the bargaining unit members thereafter upon offer of proof of such incurred expense as outlined below.

Coverage shall extend to the requirements of the professional employee up to and including full family coverage but dual family coverage for both husband and wife which can be covered under the same policy shall not be permitted.

Members shall be reimbursed for deductibles in the amounts of fifty (\$50) dollars per year per covered person up to one hundred (\$100) dollars per year per family and two (\$2.00) dollars per prescription.

Members shall offer proof in the form of, pharmacies or MESSA worksheets showing that such deductible or co-pay has been incurred. Deductibles will be reimbursed on a quarterly basis as follows:

1. Reimbursement claim forms with paid receipts must be turned in by:

March 31st	to be paid by April 10th
June 30th	to be paid by July 10th
September 30th	to be paid by October 10th
December 31st	to be paid by January 10th

2. Prescription deductibles must total ten (\$10.00) dollars or more, except for a period ending December 31st and be presented in the same schedule as stated in 1 above. Checks will not be issued for less than ten (\$10.00) dollars, except for the December 31st period.

The Board shall make ninety (90%) percent payment on insurance premiums for all employees who complete their contractual obligation to assure insurance coverage for the full twelve (12) month period commencing September 1 and ending August 31, even though the teacher may not be returning the next school year.

The Board shall be responsible for providing insurance information including applications, claim materials, and enrollment meetings for the above mentioned programs.

F. The Board shall pay ninety (90%) percent of the premium for the Traverse Bay Area Intermediate School District MESSA Pak Delta Dental Coverage (75X:50/50) for all Plan A and Plan B employees and each of his/her eligible dependents for the life of the contract. The employee shall pay the additional ten (10%) percent of the premium.

G. Effective September 1, 1993 to October 31, 1993 the Board shall pay ninety (90%) percent of the premium for the Traverse Bay Area Intermediate School District MESSA Vision Care Plan III (VSP-3) for all Plan A and Plan B employees and each of his/her eligible dependents for the life of the contract. The employee shall pay the additional ten (10%) percent of the premium.

H. The Board shall pay ninety (90%) percent of the premium for the Traverse Bay Area Intermediate School District MESSA Pak employee term life insurance protection in the amount of \$5,000 with AD and D for Plan A, Plan B, and Plan C employees that will be paid to the employees designated beneficiary. The employee shall pay the additional ten (10%) percent of the premium.

I. The Board will pay ninety (90%) percent of the premium cost to the employee MESSA Plan 1+ Long Term Disability Insurance for each employee in the bargaining unit as provided in the Traverse Bay Area Intermediate School District MESSA Pak. The employee shall pay the additional ten (10%) percent of the premium. Benefits shall be paid at seventy (70%) percent of salary up to a maximum of three thousand (\$3,000) dollars and shall begin after expiration of the greater of; (1) the employees accumulated sick leave or (2) thirty (30) calendar days. Preexisting conditions will be waived.

J. The Board shall pay ninety (90%) percent of the premium cost for the employee Delta Dental Plan Orthodontic Rider 0-1 (50% to \$500/child) in addition to the existing Delta Dental Plan. The employee shall pay the additional ten (10%) percent of the premium.

K. Effective November 1, 1993, the Board shall pay ninety (90%) percent of the premium for the Traverse Bay Area Intermediate School District MESSA Vision Care Plan III Plus (VSP-3 Plus) for all Plan A and Plan B employees and each of his/her eligible dependents for the life of the contract. The employee shall pay the additional ten (10%) percent of the premium.

L. MESSA PAK PLAN SUMMARY

Plan A - For employees needing health insurance: Super Care I Pak (Super Care I with MESSA Care Riders) 90/10 Co-Pay

Delta Dental Plan 75X:50/50 90/10 Co-Pay
Vision VSP-3 Plus 90/10 Co-Pay (effective November 1, 1993)
Negotiated Life \$5,000 90/10 Co-Pay

Long Term Disability Insurance. 90/10 Co-Pay

Delta Dental Plan Orthodontic Rider 0-1 (50% to \$500/child) in addition to the existing Delta Dental Plan. 90/10 Co-Pay

Plan B - For employees not needing health insurance:

Negotiated Life \$5,000 90/10 Co-Pay
Vision VSP-3 90/10 Co-Pay
Delta Dental 75X:50/50 90/10 Co-Pay
Delta Dental Orthodontic Rider
MESSA Long Term Disability 90/10 Co-Pay

Plan C - For employees not needing health, dental and vision insurance.

Negotiated Life \$5,000 90/10 Co-Pay
MESSA Long Term Disability 90/10 Co-Pay

Plans B & C - An amount equivalent to ninety (90%) percent of the premium cost for single subscriber health insurance shall be contributed on behalf of the employee upon the employee completing application toward other options (provided in this contract).

SEE MEDICAL REIMBURSEMENT PLAN CLAIM FORM - PAGE 32

M. Liability Insurance

The Board will continue its current professional liability insurance coverage for the life of this new Agreement.

N. Terminal Pay

To qualify for terminal pay, the professional employee must have taught in the Traverse Bay Area Intermediate School District for a minimum of ten (10) consecutive years (unpaid leaves of absence will be considered consecutive years for purposes of terminal pay only); be qualified for full retirement under the Michigan Public School Employees' Retirement System as newly amended, and submit evidence from the MPSERS that the processing of his/her application for retirement has been completed.

A professional employee qualifying for terminal pay shall receive as terminal pay an amount equal to one-half (1/2) of the professional employee's regular daily base pay at retirement for each day of accumulated sick leave, not to exceed the following: Retirement on:

First year of full eligibility under new act,	\$4,000;
Second year of full eligibility under new act,	\$3,500;
Third year of full eligibility under new act,	\$3,000;
Fourth year of full eligibility under new act,	\$2,000;
Fifth year of full eligibility under new act,	\$1,000

Persons between first and fourth years of eligibility must file a letter of intent to retire by ninety (90) days prior to the intended date of retirement to be eligible for terminal pay under this provision. In case of death, the above shall not apply, but accumulated sick leave to a maximum of \$1,500.00 shall be paid to the beneficiary.

The Association will save the Board of Education harmless including claims, damages, suits, attorney fees and other formal liability action incurred by the Board, due to a challenge against the validity of existing language on the basis of age discrimination under either state or federal law.

O. Inservice Training

1. Course of Study

The Board, believing that continued study by its professional staff is an effective method of improving instruction, will aid professionals financially on credit courses taken beyond the Bachelor's Degree.

Courses taken at state supported accredited institutions in Michigan will be reimbursed at the rate of one-half (1/2) of the tuition charges of the institution offering the course. Out-of-state courses, taken at accredited institutions, will be reimbursed at the rate of one-half (1/2) of the tuition charge of the institution, but not to exceed one-half (1/2) of the tuition charge of Michigan State University. For courses to be reimbursed by the Board, the professional must be on a planned, approved program for an advanced degree.

Courses not leading to an advanced degree will be reimbursed under this policy, upon prior approval of the Superintendent or his/her designated representative. If the course is not a part of an approved program of an advanced degree to gain approval the professional must state in writing the specific benefits, which will be derived from the course(s) to be taken. To receive reimbursement for college credit, evidence of successful completion of work must be presented to the Superintendent. A transcript of credit will suffice as evidence.

P. Mileage

Mileage must be incurred on school business to be considered reimbursable. Mileage rate shall be paid at the IRS allowable rate.

ARTICLE XIV

WAIVER OF NEGOTIATIONS

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 Board and the 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 not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XV

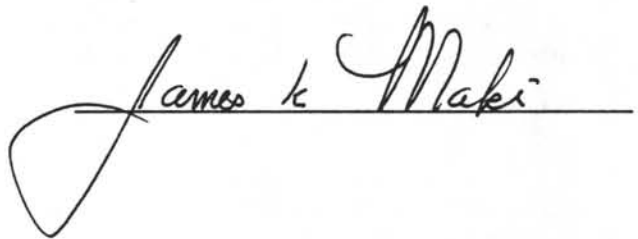
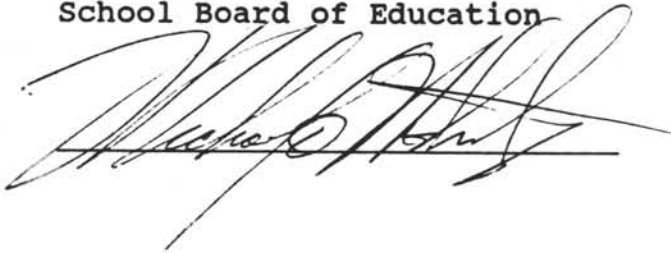
DURATION OF THE AGREEMENT

The provisions of this Agreement shall be effective as of the first day of July 1993, and shall continue in full force and effect until June 30, 1994.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 3 day of NOVEMBER, 1993.

President, Traverse Bay Area
Intermediate School District
School Board of Education

President, Traverse Bay Area
Intermediate School District
Education Association



MEDICAL REIMBURSEMENT PLAN
CLAIM FORM

NAME OF PARTICIPANT: _____

Based on the following information, I hereby request medical reimbursement benefits in the amount of \$_____ for any deductible amounts payable under this Plan and \$_____ for the co-pay portion of my prescription drug benefit for a total of \$_____ for eligible medical care expenses incurred during _____, 1993.

1. The reimbursable expenses relate to eligible medical care expenses incurred by me, my spouse and/or my dependents.
2. The eligible medical care expenses incurred are (1) the deductible amounts payable by me, and if applicable, my spouse and/or dependents under the Employer's group health insurance plan and/or (2) my co-pay portion of the prescription drug benefit payable under the group health insurance plan.
3. I understand that medical care expenses are deemed to have been "incurred" when the services giving rise to the claim are rendered, regardless of when I am formally billed, charged or pay for the service.
4. I have not received reimbursement under any insurance policy, and federal or state health or accident plan or any other plan for these medical expenses.
5. I have attached to this Claim all bills, notices or such other evidence of payment entitling me to a benefit under this Plan.

DATE

PARTICIPANT

In order to be reimbursed the deductible amount, return this claim form, MESSA benefit worksheets showing the deductible withheld and prescription receipts showing the \$2.00 co-pay to: Renee Childers, Personnel Office, Traverse Bay Area ISD Administration Building.

Prescription deductibles must total \$10.00 or more, except for a period ending December 31st. Checks will not be issued for less than \$10 except for the December 31st period. Deductibles will be reimbursed on a quarterly basis. Submit your claims by the following dates below for each quarter:

March 31st (for expenses incurred January - March)
June 30th (for expenses incurred April - June)
September 30th (for expenses incurred July - September)
December 31st (for expenses incurred October - December)

