

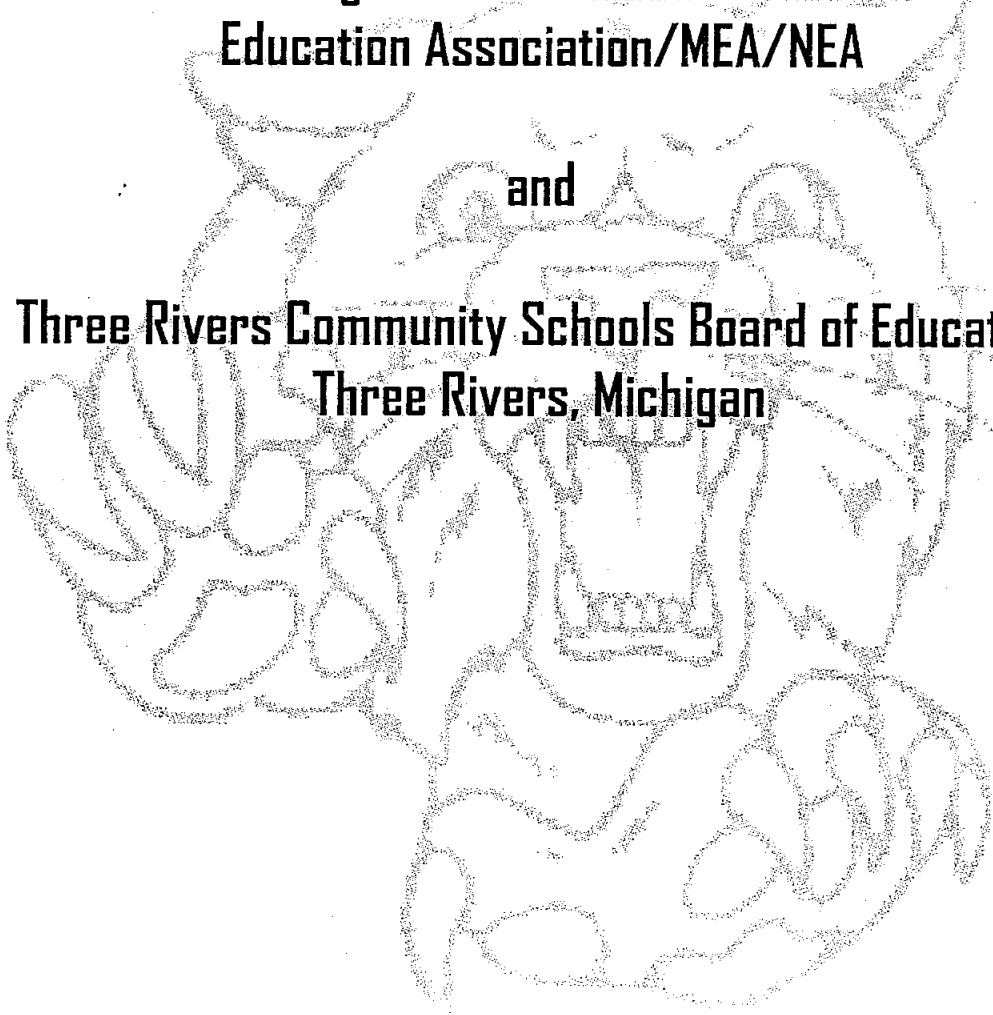
MASTER AGREEMENT

between the

**Southwestern Michigan Education Association/Three Rivers
Education Association/MEA/NEA**

and

**Three Rivers Community Schools Board of Education
Three Rivers, Michigan**



August 16, 2006 to August 15, 2007

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COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT made on the date hereinafter set forth by and between **THREE RIVERS COMMUNITY SCHOOLS**, acting by and through its Board of Education (hereinafter called the "Employer") and **SOUTHWESTERN MICHIGAN EDUCATION ASSOCIATION, MEA-NEA** (hereinafter called the "SMEA"):

WITNESSETH:

GENERAL STATEMENT OF POLICY

The Board and the **THREE RIVERS EDUCATION ASSOCIATION** (hereinafter referred to as the "Association") agree that the development and implementation of a high quality instructional program is the joint responsibility of the Board and the professional educators who are employed by the Board. It is further agreed that the best way to discharge the joint responsibility is through close consultation between the Board, the Administration and the teaching staff speaking through their elected representatives (the Association).

Since these groups have the same goal of providing the best possible education for all students enrolled in the schools, relationships must be established which are based upon these high ideals and common interest and the proposition that education is a public trust and a professional calling.

The parties agree to work together to resolve any and all problems, which might have a deleterious effect on the educational program, the students, the morale or working conditions of the teaching staff.

ARTICLE 1 - RECOGNITION

Pursuant to Act 379, Public Acts of 1965, as amended, the Board recognizes the SMEA as the exclusive bargaining agent for employees of the Board (hereinafter referred to as "teachers") in the bargaining unit defined as:

School nurse(s) that are certificated to teach or have, as a part of their assignment, classroom teaching responsibilities, and all instructional personnel employed by the school district for the regular school term, grades K-12 including alternative education teachers, but excluding substitute teachers, adult education teachers, teacher aides, executives, supervisors and all other employees.

The SMEA recognizes and designates the Association as the Administrator of this contract, including the processing of grievances.

ARTICLE 2 – BOARD OF EDUCATION RIGHTS

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 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:

1. To the executive management and administrative control of the school system and its properties and facilities;
2. To hire all employees and subject to the provisions of the 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;
3. To establish grades and course of instruction, including special programs, and to provide athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.
5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers.

The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, and 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 such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of educational policy, the operation of the schools and the direction of the professional staff are vested exclusively in the Board or in the Superintendent when so delegated by the Board.

The Board reserves the right to assign or to reassign the probationary teacher as well as to evaluate or discipline him/her. Whether to re-employ a probationary teacher or to place him/her on a second, third or fourth year of probation is a Board prerogative.

ARTICLE 3 – ASSOCIATION RIGHTS AND RESPONSIBILITIES

3.1 **Association Rights.** The Association shall have, in addition to other rights expressly set forth herein or provided by law, the following rights:

- A. **Facilities and Equipment.** The use of school buildings at reasonable hours for meetings, and the use of school office equipment, provided that it shall pay the reasonable cost of any required labor, materials, or supplies, and for any damage, and provided further, that such use shall not interfere with the primary educational use of such facilities or equipment. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt school operations.
- B. **Communications Facilities.** The use of District mail service, teacher mailboxes, and designated bulletin boards in each building is for the purpose of giving notice of Association activities and matters of Association concern. The Association shall be responsible for any postage owed as a result use of the District mail service.
- C. **Board Minutes.** Copies of the board meeting agenda and minutes shall be posted on the staff bulletin board in each building. Furthermore the Board agrees to furnish to the Association, in response to reasonable requests, all available information concerning the financial resources of the District, including but not limited to: annual financial reports and audits, register of certified personnel, tentative budgetary requirements and allocations including county allocation board budgets, treasurer's reports, census and membership data, names and addresses of all teachers, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students together with information which may be necessary for the Association to process any grievance or complaint. Nothing contained in the above shall be construed to require that the Board provide such information in any form other than would normally be provided to the Board or require the Board to create documents or make compilations or summaries of information.
- D. **Agency Shop**
 - 1. **Association Membership.** Membership in the Association is not compulsory. Teachers have the right to join or not join, maintain or drop their membership in the Association, as they see fit. Neither party shall exert any pressure on nor discriminate against any teacher by reason of his/her joining or refusing to join the Association.
 - 2. **Financial Responsibility.** Membership in the Association is separate and distinct from the assumption by a teacher of his/her equal obligation to compensate the Association for the benefits he/she receives from representation. The Association is required under this Agreement to represent all of the teachers in the bargaining unit fairly and equally without regard as to whether or not any teacher is a member of the Association. The terms of this

Agreement have been equally made for all of the teachers in the bargaining unit and not solely for the benefit of the members of the Association. Accordingly, it is agreed that it is fair that each teacher in the bargaining unit pay equally for benefits received and that each assume his/her fair share of the cost of representation.

3. **Representation Fee.** Each teacher as a condition of continued employment shall authorize the deduction of membership dues of the Association (including the National and Michigan Education Association) from his/her salary, or if he/she shall not be a member of the Association, shall authorize the deduction of a representation fee, which fee shall not exceed the amount uniformly assessed teachers who are members. The representation fee shall be determined in accordance with MEA policy and procedure regarding objections to political-ideological expenditures.
4. **Check-Off Procedure.** Except as otherwise provided, each member teacher shall authorize in writing the deduction of the total dues within thirty (30) days following the beginning of the school year. A non-member teacher may authorize payroll deduction of his representation fee in accordance with the procedure set forth hereafter. Teacher authorizations for the deduction of the total dues shall identify the teacher, the amount of each deduction, the period for which deductions are to be made, and be signed by each teacher. The Board shall deduct the authorized amount due from each teacher's pay and transmit the total deductions to the Treasurer of the Association within fifteen (15) days following the deduction, together with a listing of each teacher for whom deductions were made. The deductions of dues shall be made from one regular paycheck each month for ten (10) months, beginning in September. If a teacher does not pay the applicable dues or representation fee to the Association, the Board shall deduct the amount from the teacher's basic compensation and remit such amount to the Association as authorized under MCLA 408.477. If such involuntary payroll deduction procedure is deemed illegal by a court of competent jurisdiction, the board shall, at the written request of the Association, terminate the employment of such teacher at the end of the semester after the teacher has exhausted his/her remedies under the MEA policy and procedures. The parties agree that the failure of any teacher to comply with the provisions of this Article is just cause for discharge from employment.
5. **Application and Indemnification.** The Association assumes full responsibility for the validity and legality of the provisions herein set forth. The Association, by the execution of this Agency Shop provision, expressly agrees to indemnify and save the Board, the Board members, the District and its administrative employees harmless from any and all claims, demands, suits or other forms of liability that may arise out of or by reason of this provision, or by reasons of claims, or demands made by the Association that a teacher be discharged because of this provision.
6. **Other Payroll Deductions.** Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the salary of any such bargaining unit member and make appropriate remittance from MEFSA's MEA-sponsored programs (tax-deferred annuities, auto insurance, homeowner's insurance, etc.), MESSA programs not fully Employer-paid, credit union, savings bonds, charitable donations, MEA-PAC/NEA-

PAC contributions or any other plans or programs jointly approved by the Association and Employer. Said deductions shall be limited to three (3) separate items per paycheck.

- 3.2 **Association Responsibilities.** The Association, having been recognized as the exclusive bargaining agent for the teachers, agrees that it will cooperate with the Board in enforcing the work standards, schedules, rules and regulations of this Agreement and will not engage in nor encourage concerted action which would be in violation of this Agreement or in violation of the constitution or laws or statutes of the State of Michigan.
- 3.3 **Consultation.** The Board shall consult with the Association on any new or modified fiscal, budgetary or tax programs, construction programs or major revisions of educational policy, which are proposed or under consideration and the Association shall be given opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication, subject to the understanding that nothing in this paragraph restricts the Board's rights as outlined in Article 2.
- 3.4 **Probationary Teachers.** The Association represents probationary teachers in matters of wages, hours and working conditions.

ARTICLE 4 – TEACHER RIGHTS AND RESPONSIBILITIES

- 4.1 **Communication with Administration.** The teacher is reserved the right to communicate all complaints to the appropriate administrator at such time as they shall occur. It is the intent of the parties to encourage such dialogue outside the scope of the grievance procedure as set forth in this contract. The failure to reach a mutually satisfactory remedy through this process of communication shall not itself be subject to the grievance procedure. However, the subject matter of the complaint or dispute may be processed as a grievance provided that the requirements of Article 6 of this Agreement are satisfied. Nothing in this section shall extend the time limit during which grievances must be filed.
- 4.2 **Evaluation.** The Board has delegated to the administrative staff the responsibility for the evaluation of each teacher in the performance of his/her duties. Evaluations shall conform to the following guidelines:
- A. **Evaluation Objectives.** The primary purpose of evaluation shall be to assess the effectiveness of a teacher in the performance of the teacher's professional duties.
 - B. **Criteria.** A copy of the evaluation form to be used in a building shall be furnished to each teacher at the beginning of the school year by including the evaluation form in the handbook for that building. This shall not be construed to prohibit the Board from changing the evaluation form used in a particular building, provided that the revised form shall be furnished to each teacher promptly after any revision.
 - C. **Formal Observation and Evaluation.** A formal evaluation or formal observation required by the provisions of this Agreement shall conform to the following guidelines:
 - 1. The evaluation shall be in writing.
 - 2. Formal monitoring or observation of the classroom performance of a teacher shall be at least thirty (30) minutes and shall be conducted openly and with full knowledge of the teacher, and no teacher shall be evaluated on hearsay. No observation leading to a formal evaluation shall be conducted on a day immediately prior to or after a regularly scheduled holiday or on the first day of a new marking period. If more than three (3) observations are deemed necessary by the evaluator, the Association shall be informed.
 - 3. The particular event or circumstances upon which the evaluation is based, including the factual basis for the evaluative opinions shall be described in the written evaluation.
 - 4. The evaluator shall assume responsibility for scheduling a post-evaluation conference with the teacher, which conference shall be held within ten (10) workdays following the last observation on which the formal evaluation is based. A copy of the written evaluation shall be given to the teacher at the time of the conference.

5. The evaluator will identify the teacher's strengths as well as areas of desired growth or improvement. The observations, recommendations and conclusions of the evaluator shall be deemed to be acceptable unless the teacher submits within ten (10) days a written rebuttal, which will be attached to the evaluation and placed in the teacher's personnel file.

D. Evaluation Frequency. A probationary teacher employed for a full school year shall be evaluated prior to December 1, and again prior to April 1. Teachers other than probationary teachers shall be evaluated at least once during each two-year period after the completion of the probationary period. All observations of non-probationary teachers shall be completed by April 30.

E. Other Factors.

1. A written evaluation shall be completed and signed by the Administration and the Teacher. A copy of the evaluation will be given to the teacher. A teacher may submit his/her own comments if he/she does not agree with the Administrator's evaluation and may file a written complaint within five (5) days from the date the evaluation was received by the teacher. The comments shall:
 - a. conform to the requirements set forth in Section 6.2 of this Agreement and shall have attached to it a copy of the written rebuttal.
 - b. be filed with the Superintendent and heard in accordance with Section 6.4. The disposition of the Superintendent shall be conclusive and shall be attached to the written evaluation and placed in the teacher's personnel file.
 - c. It shall be expressly understood that an adverse evaluation shall not be subject to the grievance procedure.
2. If the Superintendent intends to recommend to the Board that a teacher be terminated, based upon evaluation(s) of the teacher, he/she shall so advise the teacher on or before April 15.

F. Definition. The term "evaluator" as used herein shall refer to building principals and assistant principals. If an evaluation by a central office administrator is desired, the following procedures must be followed:

1. The Association and bargaining unit member shall be notified and an Association Representative may be present at the evaluation conference(s) at the request of the bargaining unit member.
2. The bargaining unit member must be notified at least 24 hours in advance of the observation.
3. The observation shall be no less than a full class period or no less than an hour in the elementary.
4. The evaluation shall be based on the events in the classroom.

5. All other provisions of the contract relating to evaluation must be followed.

- 4.3 **Citizenship Rights.** A teacher is entitled to full rights of citizenship and no religious or political activities of the teacher, or the lack thereof, or the private and personal life of a teacher shall constitute grounds for any discipline or discrimination with respect to the professional employment of the teacher, except as such conduct or activity shall materially interfere with the discharge of the teacher's professional responsibilities. It is the policy of the Three Rivers Community Schools that no person, on the basis of race, sex, color, religion, national origin or ancestry, age, marital status, or disability shall be discriminated against in employment.
- 4.4 **Personnel Files.** The Board shall cause an official personnel file to be maintained for each teacher. A teacher shall have the right, upon prior request, to review the contents of his/her personnel file. A representative to the Association may accompany the teacher at the request of the teacher. The file shall be reviewed in the presence of the administrator responsible for the safekeeping of the file. Privileged information, such as confidential credentials and related personal references normally sought at the time of employment, shall be specifically exempt from review. The administrator shall, in the presence of the teacher, remove these credentials and confidential reports from the file, prior to a review by the teacher.
- 4.5 **Freedom of Information Act.** If the Board receives a request for information regarding a member of the bargaining unit under the Freedom of Information Act the bargaining unit member shall be notified of the request with inclusion of names(s) and addresses.
- 4.6 **Complaint Procedure.** When an administrator or member of the Board receives a complaint from anyone other than school administrators, the following procedures shall be followed:
- A. The Board member or administrator may within five (5) days request the person making the complaint to contact the teacher involved.
 - B. If the complaint is not brought to the attention of the teacher by his/her immediate supervisor within ten (10) days, such complaint shall be dropped and no record of the complaint shall be placed in the teacher's personnel file, unless the complaint is of a criminal nature and being investigated, and calling it to the attention of the teacher may jeopardize the investigation.
 - C. If the complaint is brought to the attention of and discussed with the teacher, within such ten (10) day period, or during a criminal investigation where notifying the teacher within ten (10) days would jeopardize the investigation of the complaint, and the immediate supervisor believes it necessary to give such teacher a written warning or reprimand based on the complaint, the teacher shall have the right to file a rebuttal which shall be attached to the written warning or reprimand and placed in the teacher's personnel file.
 - D. If the timelines and procedures as established herein are not adhered to, the complaint may not be placed in the teacher's personnel file or used in any disciplinary action against the teacher.
- 4.7 **Legal Counsel.** The Board shall furnish legal counsel to advise a teacher of his/her rights and obligations if such teacher is assaulted by a student, provided that the teacher shall have promptly reported

any such assault to the Administration. The Employer shall provide additional business days for handling of the incident in connection with law enforcement and/or judicial authorities.

4.8 **Public Employment Relations Act.** Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every teacher shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitution of Michigan and the United States, and that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement.

4.9 **Teacher Responsibilities.**

- A. **Standards.** The parties recognize that the certification of a teacher and his/her contractual agreement constitute a continuing representation by the teacher that he/she is qualified to be entrusted with the responsibility for the education of students.
- B. **Preparation for Professional Assignments.** Adequate prior preparation for a professional assignment is essential. Such preparation includes development of lesson plans, teaching aids or other such materials reasonably required to perform the professional assignment or for the performance of the assignment by a substitute in the absence of the teacher.
- C. **Performance of Professional Assignments.** It is the responsibility of the teacher to work to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.
- D. **Safety of Students.** A teacher shall make every reasonable effort to protect students from conditions harmful to learning, health or safety. For such purposes a teacher shall promptly notify the Administrator or the immediate supervisor in writing of any defective conditions in the physical facilities of the District which may reasonably cause injury to persons or property, receipt of which notice shall be acknowledged by the Administrator and/or supervisor within a reasonable time.
- E. **Student Evaluation/Grading.** The parties agree that the evaluation of student performance is primarily the responsibility of the classroom teacher. The teacher shall submit student grades in compliance with procedures established by each school.
- F. **Student Management.** Each teacher agrees to conform his/her student behavior management procedures to the provisions set forth in Section 1312 of the School Code of 1975, as amended, otherwise known as the "Corporal Punishment" statute and the pertinent Board policy. The policy shall be included in the teacher handbook.

4.10 **Disciplinary Action.** Any disciplinary action against a teacher shall be taken in accordance with the following guidelines, namely:

- A. The teacher shall be advised in writing as to the specific violation for which disciplinary action is to be taken and shall be provided with all information forming the basis for such action, regardless of whether the discipline was written or verbal.
- B. The Board shall affirmatively advise a teacher that the teacher has the right to have a representative of the Association present at a formal conference at which the teacher is to be disciplined, provided that the conference need not be delayed for an unreasonable time until such representative can be present and in no event shall the Board be restricted from taking such protective action as the Board may determine to be necessary to protect the rights of students and others pending the holding of the formal conference. For the purpose of this provision, a formal conference is defined as one that has been pre-arranged.
- C. Upon the request of the teacher, a teacher may have a representative of the Association present during an investigatory interview which may result in discipline of the teacher and when he/she is being disciplined or given a formal (in writing) reprimand.

It is the responsibility of the Association to provide representation if the teacher requests it of them.

- D. If the basis for disciplinary action concerns the character of the professional services of the teacher, the teacher shall be advised of the corrective action to be taken and be given a reasonable time with which to take such corrective action, unless the nature of the misconduct would materially prejudice the rights of students or create a material safety hazard.
- E. Disciplinary action shall be defined as a written warning, written reprimand, suspension without pay or discharge and except as the seriousness of an offense shall otherwise require, shall be progressively applied.
- F. No disciplinary action shall be taken against a teacher except for just cause and all disciplinary action shall be subject to review under the Dispute Resolution Procedure.
- G. Failure to renew a probationary teacher's contract shall not be considered discipline.

4.11 Building Environment. Both the Board and the Association share a common concern regarding the creation of a favorable building environment for both students and teachers. When a teacher believes that the physical environment is interfering with the educational process, the teacher shall notify the building principal who shall take such remedial action as deemed necessary. If the situation is not rectified within a reasonable period of time, the teacher shall complete a form, to be made available in each building, by which the teacher can notify central administration of the problem. The form shall be transmitted to the Superintendent, or designee, and the teacher shall be entitled to a written response within three (3) school days after receipt.

4.12 Academic Freedom. Both the Board and the Association recognize the importance of providing and maintaining a teaching/learning environment, which is free from censorship, and commit themselves to this goal.

4.13 Teacher Protection.

- A. **Employee Assault.** Any case of employee assault shall be promptly reported by the employee to the building principal or the employee's immediate supervisor. It is the Employee's responsibility to report the assault to the appropriate state or local law enforcement officials and prosecutors if the employee desires.

- B. **Threat to Employee.** In a review of the staff handbook at a building meeting to be held within three (3) weeks of the beginning of school, the principal will review the discipline and procedure policy for threats/harassment to staff members. Questions about this policy and expectations for communication will be clarified so as to establish a common understanding of discipline and procedure expectations. The Board agrees that if an administrator has knowledge that an individual has made a threat to the safety and well being of one of its employees, the employee's family or the employee's property, then, it is the administrator's responsibility, upon gaining knowledge of said threat to immediately inform the employee.

4.14 Teaching Tools. The board recognizes that appropriate texts, library reference facilities, maps, globes, laboratory equipment, audiovisual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are tools of the teaching profession. The Association has the right to provide input regarding procedures to be used in selecting and allocating appropriate teaching tools, including a procedure for emergency acquisition of such tools when their absence would materially impair the education program.

ARTICLE 5 – PROFESSIONAL SERVICE

5.0 School Year. The number of student and teacher days shall be set forth in the School Calendar

When conditions not within the control of school authorities, such as, but not limited to, severe storms, fires, epidemics or health conditions, result in the closing of school, bargaining unit members shall be excused from reporting to work without loss of pay, except that the Board shall have the right to reschedule such days and teachers shall not be paid for any rescheduled days. Teachers who were scheduled to be on paid leave (i.e. sick leave, personal days, etc.) on a day when school is closed shall not have such day charged against their leave benefits.

When the start of school is delayed due to adverse conditions, teachers shall report to work not later than the amount of the delay figured from the contractual agreed times as specified in 5.1A (i.e. on a 2-hour delay, teachers normally reporting at 8:30 a.m. would report at 10:30 a.m.). The Board shall have the right to reschedule time lost due to delays if it is necessary to do so in order to satisfy State requirements pertaining to hours of pupil instruction.

The 2006-2007 school calendar is set forth in Schedule D of this Agreement. The calendar for 2007-2008 shall remain negotiable with the understanding that the Board shall set the starting day for the school year.

5.1 Professional Duties. The parties recognize that the commitment of a teacher cannot be measured merely by time and that the proper discharge of professional duties may require an uneven expenditure of time during the school year. The parties further recognize that many changes are occurring and will continue to occur in the field of education and that if a quality educational program is to be achieved, it is essential that the parties maintain an attitude which will support innovation and change but which will also assure that neither the teachers, the students, nor the District will be unfairly treated. The Board recognizes teaching as a professional calling and shall not impose unreasonable demands upon a teacher's time but shall agree that the work for the teaching staff shall be maintained at a professional level and shall be consistent with the work schedule of a professional. The parties recognize that the primary duty and responsibility of the teacher is to teach.

A. Teaching Hours

1. Elementary teachers shall report to their assigned building and room for supervision and such other duties as may be assigned by the building principal fifteen minutes (15) minutes before the start of classes. Elementary teachers shall remain at their assigned building fifteen (15) minutes after the bell sounds dismissing students from school, or after the last bus departs.
2. Middle School teachers shall report to their assigned building and room for supervision and other such duties as may be assigned by the building principal no later than fifteen (15) minutes before the start of classes. Middle School teachers shall remain at their assigned building fifteen (15) minutes after the bell sounds dismissing students from school or after the last bus departs.

3. **High School and Huss Academy** teachers shall report to their assigned building and room for supervision and other such duties as may be assigned by the building principal no later than fifteen (15) minutes before the start of classes. Senior High School teachers shall remain at their assigned building fifteen (15) minutes after the bell sounds dismissing students from school or after the last bus departs.
4. **Fridays Schedule.** On Fridays, teachers may leave after the last bus departs.
5. **Compensation for Meetings.** If teachers are involved in meetings authorized by the Administration that extend beyond the contracted school day, compensation time will be granted by the building principal. Such time shall be granted from the time period before classes begin or after classes end.
6. **Emergencies.** Nothing herein shall prevent the Administration from allowing a teacher to leave early in the event of an emergency or excusing a teacher's tardiness without penalty in the event of an emergency.

B. Teaching Day.

1. **High School Teachers.** A teacher regularly assigned as a secondary teacher shall have, on the average, 1450 minutes of teaching per week unless more time is necessary to satisfy State requirements pertaining to minimum pupil instruction time. Individual planning time will not exceed one (1) period per day. A High School teacher shall have a duty free lunch period equal to that of students except for time needed to supervise hallways during passing periods.
2. **Huss Academy Teachers:** A teacher regularly assigned as a Huss Academy teacher shall have, on the average, 1500 minutes of teaching per week unless more time is necessary to satisfy State requirements pertaining to the minimum pupil instruction time. Individual planning time will not exceed one (1) period per day. A Huss Academy teacher shall have a duty free lunch period equal to that of students except for time needed to supervise hallways during passing periods.
3. **Middle School Teachers.** The basic school day shall be scheduled so that it results in no more than 1550 minutes of teaching per week unless more time is necessary to satisfy State requirements pertaining to minimum pupil instruction time. Individual planning time will not exceed one (1) period in length per day. A Middle School teacher shall have a duty free lunch period equal to that of students except for time needed to supervise hallways during passing periods.
4. **Elementary Teachers.**
 - a. A teacher regularly assigned as an elementary teacher shall have a duty-free uninterrupted lunch period equal to that of his/her students.

- b. Elementary noon playground supervision shall be voluntary subject to the payment of additional compensation as hereinafter provided.
- c. Elementary teachers shall be given one duty-free recess per day unless they opt to use the solution referred to in 5.1-B4b
- d. Elementary teachers shall be granted a minimum 30 minutes of planning time per day. Teachers may use for planning all time when students are scheduled for art, music and physical education classes. Equitable planning time will be arranged for kindergarten and developmental kindergarten teachers.
- e. Whenever elementary classes are located in a secondary building, the daily schedule shall be the same for the elementary classes as the secondary classes.

5.2 State Mandated Clock Hour

- A. If more time is needed, Elementary teachers may be assigned recess supervision duties in the event the administration determines that recess time should be counted as instruction time in order to satisfy State requirements regarding minimum number of hours of instruction. This provision shall prevail in the event its implementation conflicts with any provision of this agreement, such as Subsection 5.1B4b. Reimbursement for teachers to supervise recess will be at the Drivers Education hourly pay rate.
- B. The administration will provide the Association President with written notice of proposed restructuring of the school day which is needed to satisfy State requirements pertaining to the minimum number of hours of student instruction. The written notice will be provided at least three (3) weeks in advance unless the restructuring is needed due to unanticipated circumstances, which do not make it feasible to provide such notice. In that event, as much notice as possible will be provided.
- C. The staff of each building may propose restructuring the school day in that building in order to achieve other means of satisfying State requirements pertaining to minimum number of hours of student instruction. However, any such proposed restructuring may not include changing the bus schedule. Any such proposed restructuring shall not be implemented unless it is approved by the Superintendent of Schools.

5.3 General Professional Duties

- A. Teachers will attend five general teachers' meetings per semester. Teachers will be given at least five (5) days advance notice of such meetings. Meetings will be held at the end of the student day and shall be no longer than one hour in length. Time included will be from the beginning of the meeting as called by the principal.
- B. In addition to the foregoing professional duties, each teacher shall, to the extent required for the proper discharge of his/her professional obligations, participate in departmental and curriculum meetings, student activity assignments, parent-teacher and student-teacher conferences, and such other professional activities as may reasonably be required during the school day.

- C. Those meetings, which may be called outside of the regular working day, shall have prior approval from the Administration and the Executive Board of the Association with the exception of parent conferences, which are considered a part of the teacher's obligation and responsibility.
- D. Teachers will not be required to attend more than four (4) school functions per year, including but not limited to, PTA/PTO meetings, Christmas programs, school carnival, open house, and concerts. It is the responsibility of each building principal, at the beginning of each school year, to inform building staff of events at which attendance is required.
- E. Attendance by teachers is mandated for individualized education planning committee meetings and Section 504 meetings. Every effort will be made to schedule such meetings during the school day. Attendance at other times may be required.

5.4 Student-Teacher Contact Time. If any provision of this agreement restricts the school district in reaching the required amount of instructional time or days, the district reserves the right to adjust the schedules as necessary to assure minimum compliance. Adjustments in such instances will not require additional compensation during the life of this agreement. Efforts will be made to find the additional time to assure minimum compliance from within the current school day. Staffs affected by schedule adjustments shall be given an opportunity to meet with administration prior to implementation.

5.5 Professional Qualifications. Any teacher with instructional responsibilities employed by the Board in an elementary or secondary school shall hold a certificate, permit or vocational authorization valid for the positions to which he/she is assigned unless the teacher is a non-certified teacher employed pursuant to the Revised School Code.

5.6 Vacancies. It is the objective of the parties to provide a procedure for the notification of teachers of the existence of present and future vacancies in the bargaining unit, including newly created full-time and regular part-time positions.

A. In Building Transfers. Transfers within a building will be made through the building principal. Seniority will be one of the factors for considering transfers.

B. Notice of Vacancy. The following guidelines shall be observed in order to inform bargaining unit members of vacancies, namely:

1. Postings will include the following criteria:

- a. Building, grade level and/or subject area
- b. Minimum qualifications
- c. Required certification
- d. Any additional requirements, i.e. knowledge of computer programs, minors, etc.
- e. Deadline for filing the application and where.

2. If a vacancy occurs in the bargaining unit during the regular work year, the employer may temporarily fill the position for the remainder of such year in order to minimize any disruption in the educational program, provided, however, that if the employer determines that the position is to

be filled on a permanent basis for the ensuing school year, it shall be posted in accordance with 5.6-B4. Members on layoff shall receive notification of vacancy. If the employer determines the position is to be filled on a permanent basis for the ensuing year, it shall be posted in accordance with 5.6D. An individual temporarily employed for the remainder of the school year shall be laid off upon completion of the school year and shall not have seniority or contractual rights to continued employment or recall under this Agreement. Further, the lay-off notification requirements contained in this Agreement shall not apply.

3. If the vacancy is for a permanent position to be filled during the work year, the vacancy shall be posted in each building in which there are bargaining unit members regularly assigned for five (5) workdays. Any member on layoff shall receive notification of vacancy.
4. If the vacancy is for a permanent position to be filled at the beginning of the next work year and existence of the vacancy is known at least fifteen (15) days prior to the end of the work year, notice of the vacancy shall be posted in each building in which there are bargaining unit members regularly assigned for five (5) work days. Any member on layoff shall receive notification of vacancy.
5. In the case of all other vacancies, the employer shall notify each teacher who has filed a reassignment or transfer request in accordance with the procedures outlined in "C" below.
6. Notice of vacancies, which occur from the time school ends until September 1 will be mailed to each teacher.
7. If a vacancy occurs between July 1 and August 31 and can be filled by the recall of a certified and qualified teacher from layoff, the Board is not obligated to follow the notice and posting requirements of this section.
8. A position which is unfilled because the bargaining unit member who previously held that position has been awarded an initial vacancy which was created between June 30 and September 1 shall not constitute a vacancy within the meaning of Section 5.6B7.
9. The results of all postings will be given, in writing, to the President of the Association within ten (10) working days.
10. When asked by the applicant, the principal and/or superintendent will provide rationale for all assignments.

C. Voluntary Reassignment or Transfer Requests. A bargaining unit member may be considered for a present or future vacancy for which he/she is certified and qualified by filing a reassignment or transfer request. Assignment request forms may be obtained from the Office of the Superintendent and shall, at a minimum:

1. Set forth the name and address of the teacher, the reasons for the request, the building, grade, or position sought, and the applicant's qualifications therefore.
2. Expire at the time the vacancy is filled or midnight of the day prior to the first regularly scheduled workday of the school year following the date on which the request is filed.

3. Once a teacher is granted his/her requested transfer, he/she shall be deemed ineligible to be considered for another vacancy within the District for three (3) years.
 - a. The parties recognize that there can be circumstances, which may allow a teacher to request a transfer when mutually agreed upon.
 - b. The superintendent will make the final decision regarding an early transfer and will provide the Association president or his/her designee with the rationale.

D. Assignment Criteria. The employer will consider the following criteria when making assignments:

1. The benefits to be derived by the teacher, including, but not limited to, the contribution which the teacher could make and the opportunity for the professional growth of the teacher in the new position.
2. The certification, applicable academic preparation (including majors and minors), and performance evaluation records of the teacher compared to the certification, applicable academic preparation (including majors and minors), and performance evaluation records of other internal applicants.
3. The requirements of applicable laws and regulations.
4. The length of service of the teacher to the district will be considered for vacancies for positions, which are traditionally structured classrooms. Provided, however, each year the Board will have the option to have seniority not be an applicable criteria in one of that year's vacancies in a traditionally structured classroom. Length of service to the district will not be considered for classrooms, which are structured for looping, multi-age, teaming, or other "non-traditional" structured classrooms.
5. The benefits to be derived by the board in making the assignment.

E. For the first four (4) years of employment, a teacher who is employed as a "special area" teacher or a Special Education teacher shall be deemed eligible to be considered for non-special teacher vacancies only at the discretion of the Board. Thereafter, such teacher shall be eligible to apply for vacancies in accordance with the provisions of Section 5.6. "Special area" teacher means elementary art, music, and physical education teachers. Special Education teachers are those certified for elementary and/or secondary special education.

5.7 Unrequested Reassignments and Transfers. The parties recognize that changes in grade placement configurations and student enrollment, as well as curricular changes, professional development requirements, and the like may lead to reassignments and transfers of the professional staff. The Board reserves the right to make such transfers and reassignments for reasons, which are neither arbitrary nor capricious.

A. **General Guidelines.** If it becomes necessary to reassign or transfer a teacher, the following general guidelines will be observed:

1. Whenever possible and appropriate the building principals will inform their staff of the need to reassign or transfer and invite interested teachers to file requests in accordance with Section 5.6C.
2. Teachers who have filed reassignment or transfer requests in accordance with Section 5.6C shall be given preference and their request shall be acted upon prior to making any unrequested transfers or reassignments.
3. Prior to effectuating an unrequested transfer or reassignment, the building principal shall meet with the affected teacher and inform the teacher of the reasons for such transfer or reassignment. The affected teacher may give his/her input regarding the particular building assignment. The reasons stated shall be reduced to writing and copies given to both the teacher and the Association at the conclusion of the meeting.
4. Every reasonable effort will be made to avoid reassigning or transferring probationary teachers.

B. **Structural Reassignments and Transfers.** If it becomes necessary to transfer or reassign a teacher because of a building closing, or the elimination or reduction in a department, grade level, classroom unit or administrative unit, the transfer or reassignment shall be done on the basis of seniority within the following categories, with the least senior teacher possessing the necessary qualifications being transferred or reassigned first, namely:

1. **Elementary Level.** For the purpose of this provision, two (2) grade level categories for regular classroom teachers shall be established: Lower Elementary (K-Second Grade); Upper Elementary (Third Grade through Sixth Grade); and one (1) category for Special Education unit-wide teachers.
2. **Secondary Level.** For the purposes of this provision, grades Seven through Twelve shall be deemed to be included.

5.8 **Special Assignments.** Any assignments in addition to the normal teaching schedule during the regular school year including adult education courses, driver education, extra duties, and summer school courses, shall not be obligatory but shall be with the consent of the teacher with the exception of band, choral, yearbook, drama productions (not musicals), journalism, debate and forensics. Preference in making such assignment will be given to tenure teachers regularly employed in the district and is subject to reimbursement as hereinafter provided. Neither Administrators nor supervisory personnel will be assigned and extracurricular or summer school positions as a teacher as long as qualified teachers are available to fill the position.

5.9 **Mentor Teachers.** Each newly hired non-tenure teacher will be assigned a mentor teacher as soon as possible after the date of hire. The mentor will be a Master Teacher as described by the State Department of Education, whenever possible. Retired Master Teachers may also be retained as mentors, as necessary.

Mentors will be assigned by the building principal. Every effort will be made to pair mentees with a mentor teacher in their academic discipline and in the same building. The mentor teacher will be assigned for a period of one (1) year at a time. In extenuating circumstances, the relationship may be terminated by the building principal and a new mentor will be assigned. The relationship between the mentor and mentee shall remain confidential and not part of the evaluation of either party.

The position of mentor teacher is voluntary. Training is required for mentor teachers. Mentor teachers are required to meet the standards as set forth in the Three Rivers Mentor's Handbook. Each mentor may be assigned up to a maximum of three mentees. A stipend will be paid for the position of mentor teacher. See Schedule "C"

5.10 Inservice Training. The Board and the Association recognize the right for voluntary participation by teachers in inservice activities held outside of the regularly scheduled school day. At the request of the Association or on the Board's initiative, arrangements may be made for after-school courses, workshops, conferences and programs designed to improve the quality of instruction. The parties support the principal of continuous training of teachers and participation in community education projects. The Board may provide, at appropriate times, programs of inservice education for teachers, which are of benefit to children of the district. The Association, in recognition of the importance of these standards, shall see that the teachers are available to participate in these programs.

A. Probationary Teachers. During their first three years, a new teacher will be assigned a Mentor Teacher and will participate in professional development training, including training in classroom management and instructional delivery. The development training will be based on a professional plan and will include not less than fifteen (15) days of professional development, some of which may fall within the school year.

5.11 Professional Development. The Board and the Association agree to meet the specified requirements for Professional Development as established by State and Federal rules.

The content for all Professional Development days will be planned by the Professional Development Committee, which is comprised of representatives of the Board and the Association. Membership of this committee will be based on the needs and/or requirements of the individual buildings and/or the District. Any and all assignments to this committee will need prior approval by the Board and the President of the Association, or his/her designee.

Professional Development days will be scheduled throughout the calendar year and will be planned for full teacher workdays. The first Professional Development day will be planned for district-wide participation, scheduled no more than two (2) days before students report for classes. Topics for the first two Professional Development days will be established and distributed to the Association members two (2) weeks prior to the first teacher workday of the designated school year. All staff members are expected to attend scheduled Professional Development days.

Association members can attend additional conferences and/or workshops. Members may be paid a stipend for each additional pre-approved day outside scheduled contract time, with prior approval of the Superintendent.

5.12 **Work Load.** It is the goal of the parties that teachers in the same pay classification shall have substantially equal workloads and productivity; however, it is recognized that the professional workload and effort of each teacher cannot be precisely measured. The parties further recognize, however, that at least the following factors should be considered, namely:

A. **Class Size Criteria.** The establishment of class size guidelines is recognized as a useful reference point when used in conjunction with at least the other guidelines hereinafter set forth. The parties agree that class sizes should be lowered whenever possible to fall within the optimum class size ranges:

<u>Levels</u>	<u>Optimum Class Size Range</u>
1. <u>Elementary</u>	
Young 5's	24-26
Kindergarten	24-26
First, Second, Third	24-28
Fourth, Fifth, Sixth	24-28
2. <u>Secondary</u>	
Language Arts	28-30
Social Studies	28-30
Mathematics	28-30
Science	26-28
Foreign Language	28-30
Business	28-30
Keyboarding	28-30
Adventures in Technology	28-30
Industrial Arts	26-28
Life Skills	28-30
Music	55-60
Art	28-30
Physical Education	38-40
Health	28-30

Since the Board is required to provide an education for all eligible students, it is expressly agreed that no student will be denied his or her right to a free public education by reason of these guidelines.

Both parties recognize that student enrollment may increase so rapidly that facility constraints could prevent the administration from balancing class sizes within the optimum range.

When the number of special education students exceeds ten (10) in a core academic area, which includes Language Arts, Math, Science, and Social Studies the administration will reduce the number through schedule changes or provide an aide to the teacher during class period.

B. Other Guidelines. In addition to the class size guidelines set forth above, it is recognized that any accurate measure of the professional effort required, the quality of the instruction given or of the results obtained should also consider the following factors, namely:

1. The grade and subject matter.
2. The teacher methodology or strategy.
3. The physical, intellectual, emotional, and maturational levels of the student, together with the distribution pattern of such characteristics within a class taken as a whole.
4. The training and experience of the teacher.
5. The quantity, quality, and type of physical facilities, teaching aids and other personnel available.
6. Other factors, including North Central Accreditation standards where applicable. In addition, parent requests will be a consideration.

C. Class Size. Each teacher shall receive an updated list of his/her students no later than the first day of school.

1. Except as a teacher may otherwise agree, if class enrollment in any K (or Early Fives) section or in Grades 1-3 exceeds 26, the building principal will make every effort to assign such students to other sections whose enrollments are below the stated limits, or if feasible, to other buildings for the purpose of balancing classes within the optimum class size range set forth in Section 5.12A1.
2. If at any time during the academic year a teacher feels the class size is too large, contains an overbalance of special students, or has a student body which outnumbers the materials and/or equipment available, he/she will bring the problem to the attention of the building principal or the Association and an attempt will be made to adjust the situation. The teacher may provide input to the building principal for recommendation for resolution at such time. Solutions could include but are not limited to the following:
 - a. Transfer student to another classroom or building.
 - b. Provide a classroom aide.
 - c. Pay a stipend (\$250 per 9 weeks) to the teacher if their average daily class size exceeds the optimum class size range.
 - d. Supply additional materials and/or equipment.
 - e. Team special education teacher with regular education teacher.
3. If the proposed adjustment is not made to the teacher's satisfaction after their initial meeting, as described in "5.12C2" above, the principal shall provide the teacher with his/her options for resolution of the issue. This will be provided to the teacher within two (2) days of the meeting as outlined in "5.12C1" above.
4. If the teacher is still not satisfied with proposed resolution, he/she may within two (2) days of the response as outlined in "5.13C3" above take his/her position to the Classroom Adjustment Committee which shall meet within two (2) days of receiving the teacher's written complaint.

D. **Classroom Adjustment Committee.** The Classroom Adjustment Committee will be set up as needed during the school year and will consist of the President and Vice-President of the Three Rivers Education Association, the teacher involved, one other teacher from the teacher's grade level or department, the principal involved and one other administrator, and the Superintendent or his/her designee.

The Committee will consult with the teacher, investigate and study the situation and make every possible effort to make adjustments to that teacher's satisfaction. The Committee's decision, however, will not be subject to the Grievance Procedure beyond the Superintendent's level.

5.13 Additional Professional Responsibilities. If it shall appear that the professional work load of a teacher shall be materially greater than the work load of other teachers in the same pay classification, the Joint Committee on Communications shall review the professional assignment for the purpose of recommending an adjustment in the work load, or an increase in compensation, as herein provided for professional assignment requiring professional responsibility.

ARTICLE 6 – DISPUTE RESOLUTION PROCEDURE

- 6.1 Objectives.** It is the intention of the parties to provide an orderly procedure to resolve disputes concerning the interpretation or application of the terms of this agreement (“claim”), which have not been resolved through normal administrative procedures.
- 6.2 Informal Conference.** Prior to filing a written claim, a teacher shall meet with his/her building principal or immediate supervisor for the purpose of attempting to adjust the claim without further proceedings. The request for the meeting must be made within fifteen (15) days from the time of the event. Such informal conference shall be held within five (5) days from the time it was requested.
- 6.3 Written Claim.** If the claim is not satisfactorily resolved at the informal conference, the teacher shall have five (5) days within which to file a written claim with his supervisor by providing the following information:
- A. It shall be signed and dated by the grievant or grievants;
 - B. It shall be specific;
 - C. It shall contain a synopsis of the facts giving rise to the alleged violation;
 - D. It shall be specific as to the Article, Section, or Sub-Sections of the contract alleged to have been violated;
 - E. It shall contain the date of the alleged violation;
 - F. It shall contain the specific relief requested.
 - G. The signature of the claimant or Association representative.

The supervisor will reply within ten (10) days from the receipt of the written claim.

- 6.4 Administrative Review.** If the reply is not satisfactory and a request is submitted to the Superintendent within five (5) days from receipt of the reply, the Superintendent or designee shall arrange a meeting with the claimant within ten (10) days from receipt of such request for the purpose of discussing the claim. Any mutual agreement as to the disposition of the claim shall be in writing; however, if the parties are unable to reach agreement, the Superintendent shall file a reply within ten (10) days after the conclusion of the meeting.
- 6.5 Arbitration.** If the claim is not settled at the preceding step, the Association shall be entitled to proceed to arbitration by filing a Demand for Arbitration with AAA within fifteen (15) days of the receipt of the Superintendent’s answer to the grievance.
- A. The arbitrator shall not have the authority to vary the terms of the agreement or to determine that any provision is unconstitutional or contrary to any federal or state law, it being expressly agreed that any such determination shall be made by a court of law.
 - B. The arbitrator shall render his written decision within thirty (30) days from the conclusion of the hearing.

- C. The arbitrator's decision shall be binding upon the parties, except that either party shall have the right, within twenty (20) days from receipt of the arbitrator's decision, to appeal the decision to a court of competent jurisdiction and have the right to a trial DeNovo.

6.6 General Procedures, Conditions, and Limitations

A. Definitions. As used in this article the word:

1. "Claimant" means the Association or teacher filing the claim. If a claimant is a teacher, the teacher shall have the right to personally attend each conference or hearing and/or have an authorized representative present;
2. "Event" means the act or omission which the claimant alleges violates one or more provisions of this Agreement; and
3. "Day" means a scheduled workday during the regular school year; however, during the summer recess, day means a calendar day exclusive of Saturdays, Sundays, or holidays.

B. Form of Action. All claims, replies and requests shall be in writing and shall be filed with each party.

C. Exclusions. The dispute resolution shall not apply to:

1. A claim by any teacher who desires to assert his/her legal right to present such claim directly to the Board's representative(s) and have it adjusted without intervention of the Association, provided that the adjustment is not inconsistent with the terms of this Agreement and provided further that the Association is given the opportunity to be present at such adjustment.
2. The failure to re-employ a probationary teacher on the expiration of the teacher's individual contract of employment.
3. Any claim within the jurisdiction of any state or federal administrative tribunal, agency or court.
4. Any provision of this agreement which contains an express exclusion from this procedure.
5. Any dispute involving the content of an evaluation.

6.7 Withdrawals and Denials. Any claim or request for advancement to the next level which is not made within the time prescribed shall be deemed to have been withdrawn and shall automatically terminate any further proceedings. Any claim, which is not answered within the time specified, shall be deemed to have been denied and the claim shall automatically advance to the next claim level unless withdrawn.

6.8 Place of Proceedings. All proceedings shall be held in the school district.

6.9 Costs. The fee and expenses of an arbitrator shall be shared equally by the parties. Each party shall be responsible for its own costs, including the cost of witnesses.

6.10 Contract Expiration. The provisions of this Article shall automatically be extended beyond the contract expiration date if required to complete the processing of a claim filed prior to such expiration date.

ARTICLE 7 - NEGOTIATIONS

- 7.1 **Re-negotiation.** The negotiation of a new Agreement shall begin upon the written request of either party not more than one hundred-fifty (150) days prior to the expiration of this Agreement.
- 7.2 **Rules.** Negotiations shall be conducted in accordance with such rules and procedures as the parties may from time to time agree upon, except that all proceedings shall be closed to the public.
- 7.3 **Negotiators.** Neither party shall have any control over the selection of the negotiating representatives from within or outside the School District. However, the parties mutually agree that their representatives will be endowed with all necessary power and authority to make and consider proposals. No agreement between the parties shall be effective until it has been approved by both parties.
- 7.4 **Notices.** Any notice given pursuant to this Agreement shall be deemed to have been received five (5) days following its deposit in the United States mail, postage prepaid, when addressed as follows:

Office of the Superintendent
Three Rivers Community Schools
851 Sixth Avenue
Three Rivers, Michigan 49093

President, Three Rivers Education Association
Three Rivers Community Schools
851 Sixth Avenue
Three Rivers, Michigan 49093

Southwestern Michigan Education Association (SMEA)
1170 W. Michigan Avenue, Suite 4
Three Rivers, Michigan 49093

ARTICLE 8 - LEAVES

8.1 **Sick Leave.** Each teacher shall be credited at the beginning of the school year with ten (10) days sick leave with pay. Sick leave may accumulate to one hundred thirty (130) days. The amount of unused sick leave shall be certified for each teacher at least each twelve (12) months. Sick leave may be used for:

- A. Personal injury, illness or legally imposed quarantine of a teacher, provided that a teacher who is disabled as a result of an injury arising out of and in the course of employment with the Board and is eligible to receive workers' compensation benefits shall have the right to deduct fractional sick leave days from unused accumulated sick leave for the purpose of supplementing workers' compensation benefits to the extent necessary to equal the teacher's daily rate of compensation.
- B. Serious illness or death in the immediate family which requires the presence of the teacher. Immediate family includes father, mother, spouse, son, daughter, brother, sister, mother-in-law, father-in-law, grandparents and grandchildren.

8.2 **Sick Leave Bank.** The Board and the Association have agreed to establish a Sick Leave Bank. The total number of days in the Sick Leave Bank shall be reported to the Association in writing at the beginning of each school year. When the Bank has been reduced to a total of seventy-five (75) days, teachers will be required to donate one (1) day of their sick leave days to the Sick Leave Bank. Those days remaining in the Sick Leave Bank at the end of the school year will carry over to the following school year.

In cases of extended illness and/or questionable absence, the superintendent shall have the right to require medical verification of the illness or absence. The Board, upon the recommendation of the Superintendent, may require a teacher to submit to a physical or mental examination by a specialist of the Board's selection. Such an examination shall be at the expense of the Board. The Superintendent may make such a request as often as is deemed necessary for the best interest of the teacher and the school system.

A. **Sick Leave Bank Committee.** A committee composed of the Superintendent or his designee and the Association President or his/her designee shall decide the eligibility of a teacher and the number of days that can be used from the Sick Leave Bank. The decision of this committee shall be final.

B. **Eligibility.** The committee shall make its determination after a teacher-applicant has satisfied the following requirements:

1. A teacher must submit a written request to use days from the Sick Leave Bank except in an emergency.
2. A physician's certificate verifying the nature and extent of the illness or disability must be submitted to the committee at least five (5) days prior to the expiration of the teacher's individual accumulated sick leave.
3. In no event shall a teacher be eligible to draw on the Bank until he/she has exhausted his/her accumulated sick leave.

4. A teacher must submit a physician's certificate verifying the nature and extent of the illness or disability at least five (5) days prior to the date on which the teacher would otherwise be eligible to use days from the Sick Leave Bank.
5. No teacher may use more than one and one-half (1½) times the number of days he/she had accumulated at the beginning of the school.

8.3 Personal Business Leave. A Personal Business Leave for each teacher shall be provided at the rate of two (2) days per year.

- A. The Personal Business Leave shall be used only in situations of urgency for the purpose of conducting personal business which cannot reasonably be transacted on the weekend or after school hours. Certain types of family obligations, unusual circumstances related to professional growth, and emergencies are considered to be justification for the utilization of the personal business policy.
- B. Teachers shall submit a notice in writing to the Superintendent at least five (5) days in advance of the anticipated absence except in cases of an emergency.
- C. If the nature of the leave is classified as an emergency, notice should be submitted at the earliest possible time.
- D. If a written reply to the notice has not been received prior to the date of absence, the teacher should contact the building principal or his/her designee.
- E. Personal Business Leave may not be used prior to or directly following a vacation period such as Thanksgiving, Christmas, Easter, or Memorial Day, unless approved by the Administration.

8.4 Association Leave. At the beginning of every school year, the Association shall be credited with ten (10) days to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association. The Association agrees to notify the Administration five (5) days in advance of taking such leave. The second five (5) days of the above ten (10) days will be reimbursed by the Association to the District, at the current substitute salary schedule.

8.5 Disability Leaves. A teacher who is or will be physically or mentally disabled for more than ten (10) workdays shall be granted a leave of absence in accordance with the following guidelines:

- A. **Foreseeable Disability.** If the teacher knows, or reasonably should know, that he/she has a physical or mental condition, which will result in disability, the teacher shall:
 1. Notify the Board as to the nature and extent of the expected disability in accordance with Section 8.61.
 2. Furnish the board a statement from the attending physician specifying in the physician's opinion:
 - a. Any limitations on the performance of duties;

- b. The probable date when the teacher will be significantly impaired in the performance of his/her duties; and
 - c. The probable length of time, if any, during which the teacher will be disabled from performing his/her work assignments.
- B. Unforeseeable Disability.** If a teacher is disabled by unforeseen circumstances, and the teacher desires to be granted a disability leave, the teacher shall, as soon as practicable, furnish the Board with information to the extent applicable for a foreseeable disability.
- C. Duration of Leave.** A teacher shall be granted a leave of absence for the period of disability except that the Board shall not be required to grant a leave for more than one (1) year unless the law requires a longer period.
- D. Compensation Benefits.** A teacher who has been granted a disability leave may draw on accumulated sick leave benefits and on the sick leave bank, to the extent eligible, reduced by the amount of any disability insurance benefits which the teacher is eligible to receive from the Board.

8.6 Other Leaves.

- A. Meritorious Leave.** The Board may grant a leave of absence upon the request of a teacher for reasons of professional development or for other reasons not otherwise herein provided. In determining whether to grant any such leave, the Board shall consider:
- 1. The past performance of the teacher;
 - 2. The staffing needs and other requirements of the District;
 - 3. The length of service of the teacher and the probability that the teacher will return to the service of the Board; and
 - 4. The purpose or purposes of the leave.
- B. Hardship Leave.** A leave of absence without pay shall be granted for not more than one year to any tenured teacher who gives information concerning reasons of personal or family hardship. Such leave may be extended for an additional year upon written request of the individual teacher, on such terms as the Administration and teacher shall agree.
- C. Adoptive Leave.** A teacher who has been notified of acceptance as an adoptive parent and who will have the primary responsibility for the care and custody of the child shall be granted a leave of absence without pay in accordance with the following guidelines:
- 1. The teacher shall notify the Board in accordance with Section 8.7A.

2. The leave may commence not earlier than two (2) weeks prior to the date the teacher assumes custody.
 3. The Board shall not be required to grant any such leave for more than one (1) year.
 4. The teacher, to the extent practicable, shall have the responsibility to coordinate the commencement and termination of any such adoptive leave with the professional responsibilities of the teacher, the teaching schedule in order to avoid undue disruption of the education program, and the staffing requirements of the Board.
- D. **Child Care Leave.** The Board shall grant a leave of absence without pay for purposes of childcare in accordance with the following guidelines:
1. The teacher shall notify the Board in accordance with Section 8.7A.
 2. The Board shall not be required to grant any such leave for more than one (1) year.
 3. The teacher, to the extent practicable, shall have the responsibility to coordinate the commencement and termination of any such child care leave with the professional responsibilities of the teacher, the teaching schedule in order to avoid undue disruption of the education program, and the staffing requirements of the Board.

8.7 **Leave Administration.**

- A. **Notice.** A teacher shall give the Board notice of his/her desire to be granted a leave as soon as the teacher is aware of the need so that the Board will have the maximum time to provide for the teacher's absence. The minimum notice time in any event for a foreseeable disability, or for a meritorious, hardship, adoptive or child care leave shall be at least ten (10) days prior to the requested leave date, except that a shorter notice may be permitted in an emergency, provided however, that if Board approval is required for a leave, then the minimum notice shall be ten (10) days prior to the Board meeting at which time the application is to be considered.
- B. **Verification.** The teacher shall have the responsibility of verifying eligibility for leave and any benefits due.
- C. **Notice of Intention to Return.** Each leave agreement shall include a requirement that the teacher notify the Board on or before a certain date that the teacher intends to return to active service. If the teacher fails to give such notice, the teacher shall be considered a voluntary resignation from employment.
- D. **Reinstatement Rights.** A teacher eligible to return from a leave of absence shall be appointed to the first vacancy for which he/she is certified and qualified, provided however that a teacher whose leave extends for less than ninety (90) days during a school year shall be placed in the position which he/she held prior to such leave and provided further that a teacher whose leave extends for ninety (90) days or more and whose position is no longer in existence shall be placed in a similar position for which he/she is otherwise certified and qualified subject to the rights of other teachers pursuant to Article 11 of this Agreement.

- E. Early Termination. A leave pursuant to this Article shall not be terminated early without the prior permission of the Board.
- F. Jury Duty. A teacher shall be entitled to leave for jury service if the teacher is unable to be excused or to have such service rescheduled at a time which does not conflict with the discharge of his/her professional responsibilities. The teacher shall be paid his/her regular compensation without deduction of leave days, less any fees paid.
- G. Subpoenaed. Members who have been subpoenaed, providing the member is not acting as an adverse witness to the employer, may use up to three (3) days leave. The member must first use available personal business leave and thereafter shall use available sick leave.

ARTICLE 9 – COMPENSATION AND BENEFITS

9.1 Compensation

- A. **Basic Compensation.** The basic compensation of each teacher shall be as set forth on schedule "A" and shall normally be paid in twenty-one (21) or twenty-six (26) substantially equal installments at the option of the teacher, provided that the teacher must exercise such option each year by completing a form and submitting it to the Business Office not later than August 15. If a teacher fails to complete and submit such form in a timely manner, the twenty-six (26) pay option shall be deemed to have been selected. Teachers who select the twenty-six (26) pay option may receive their remaining pay in a lump sum at the time of the second payroll period in June, provided that they exercise this option by submitting a written request to the Business Office on or before May 15. Forms will be available in the Business Office.
- B. **Additional Teaching Pay.** If a teacher agrees to accept an additional teaching assignment scheduled during his preparation period, such teacher shall receive additional compensation based on:
1. **Middle School Teachers:** One-sixth (1/6) of basic compensation.
 2. **Huss Academy Teacher:** One-sixth (1/6) of basic compensation.
 3. **High School Teacher:** One-fifteenth (1/15) of basic compensation.
- C. **Part-Time Teacher Compensation.** The compensation, fringe and leave benefits of a part-time teacher shall be proportionally reduced except as otherwise provided in this Agreement.
- D. **Extended School Year.** A teacher requested to work in excess of the number of days set forth in the School Calendar shall be entitled to a proportionate increase in compensation.
- E. **Part-Time Substitutes.** If a part-time teacher under contract is asked to substitute for another part-time teacher in the same building for the remainder of a teaching day, such teacher shall be paid at his regular hourly contract rate.

9.2 **Professional Experience.** The Board may place new professional employees on each step as professionally indicated by reason of education, work-related experience (including military service and vocational experience, and past professional performance) as deemed appropriate by the Board.

9.3 **Academic or Certification Advancement.** Academic or certification advancement shall be made at the beginning of the first semester following successful completion of requirements. Advancement will be made based upon completion of semester hours of credit from an accredited college or university. Preliminary approval from the Superintendent of Schools must be granted for undergraduate classes (hours). Also, correspondence courses, both graduate and undergraduate, must be approved by the Superintendent or his designee before such courses will be allowed as credit for lateral movement on the salary schedule. Denials of such requests are not subject to the Dispute Resolution Procedure. Pay

increases will be retroactive to the date that the degree is posted on the transcript or official term ending date, but may not go further back than the current fiscal year.

- 9.4 **Student Activities.** Student activity assignments described on Schedule "C" shall be compensated as therein provided. An activity not included on Schedule "C" shall receive such compensation as established by the Board at the time the activity is approved.
- 9.5 **Retirement.** Pursuant to authority set forth in Public Act 244 of the Public Acts of 1974, as amended, the Board of Education agrees that it shall pay the employee contribution to the Michigan Public Schools Employee Retirement Fund.
- 9.6 **Deductions.** The Board shall have the right to deduct from the pay of each teacher such amounts as may be required by law, which may be due the Board from the teacher, or which are expressly authorized by the teacher in writing or by this Agreement.
- 9.7 **Salary Step Advancement.** A teacher shall advance to the next salary step automatically upon the satisfactory completion of each two (2) semesters of instruction.
- 9.8 **Fringe Benefits**
- A. **Insurance Benefits.** Each teacher shall be eligible to receive such fringe benefits as are set forth on Schedule "B".
- B. **Severance Pay.** After five (5) years of employment, a bargaining unit member who leaves the employment of the District (except by discharge for cause) shall be reimbursed for all unused sick leave days. The first sixty (60) accumulated days shall be paid at the rate of \$10 per day. Any days from sixty-one (61) to the maximum accumulation shall be reimbursed at \$25 per day. The maximum payment shall be \$2,350.

ARTICLE 10 – JOINT COMMITTEE ON COMMUNICATION

- 10.1 **Purpose.** Representatives of the Board and the Association agree to meet monthly, September through May, for the purpose of discussing matters of concern to either or both parties arising out of their ongoing contractual relationship.
- 10.2 **Composition.** Each party shall (A) appoint three (3) representatives, at least one (1) of whom shall have been a member of the most recent negotiating committee, and (B) designate chairperson(s). Additional representatives may participate on behalf of either party as resource persons.
- 10.3 **Meeting Schedule.** Meetings shall be scheduled each month except by mutual agreement of the parties. At least by the Friday prior to each meeting, the respective chairpersons shall exchange information as to the proposed subjects to be discussed together with the names of others whose presence is deemed essential because of their special knowledge of involvement with the issue(s) to be discussed.
- 10.4 **Conditions.**
- A. The Committee is not intended to bypass the Dispute Resolution Procedure, and any matter which has been referred to the procedure shall not be a subject for committee discussion. Also, the work of the Joint Committee is not intended to circumvent or limit informal discussion between Administrators and the professional staff.
 - B. Any changes in the Master Agreement recommended by the Committee must go through normal collective bargaining channels (i.e., TREA & Board Agreement).
 - C. The Committee may, from time, to time establish such subcommittees as it may deem appropriate, provided that at least one (1) member of the Committee from each side be a member thereof.
 - D. The Board will provide substitutes when necessary.

ARTICLE 11 – LAYOFF AND RECALL

11.1 Determination. If the Board determines that it is necessary to decrease the number of teachers or otherwise reduce the number of teachers in a given subject area, field or program, or eliminate or consolidate positions, the Board shall notify the Association in writing of its intentions to do so and the reasons therefore.

11.2 Layoff Procedure

A. Short-Term Layoff. A layoff of not more than thirty (30) workdays shall be determined by the Board to meet the Board's temporary staffing requirements in an emergency. A teacher on temporary layoff may be placed on long-term layoff subject to the guidelines set forth in 11.22.

B. Extended Layoff. A layoff extending for more than thirty (30) work days shall not be implemented until the Association shall have had the opportunity to make its recommendations to the Board regarding priorities and procedures to be followed in such layoff, provided that any such recommendations shall be made within fifteen (15) calendar days from and after the date on which the Board notifies the Association of its intentions.

An extended layoff shall conform to the following guidelines:

1. Teachers shall be laid off in the order of seniority starting with the least senior teacher, provided that the remaining teachers are eligible teachers as defined hereafter.
2. The Board shall give not less than twenty (20) calendar days notice of layoff if such layoff is scheduled to take effect during a school year or not later than July 1, if such layoff is to take effect at the opening of a new school year, except in the case of unforeseen circumstances.
3. Any layoff shall suspend for the duration of the layoff the Board's obligation to pay salary or fringe benefits under any individual contract of employment or under this Agreement; however, a teacher shall be eligible to receive any benefits, which were earned but not yet paid prior to the layoff.

11.3 Recall Procedure. Recalls shall be subject to the following conditions:

- A. Teachers shall be recalled in the order of seniority starting with the most senior eligible teacher on temporary or long-term layoff.
- B. If no recall date is set forth in the notice of layoff, the Board shall give written notice of recall from layoff by sending a certified letter, return receipt requested, to the teacher at the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change in address.
- C. If a teacher fails to report to work at the specified time, which time shall not be less than ten (10) calendar days from the date of receipt of the recall notice or fifteen (15) days from the date of mailing, whichever is shorter, if no time was specified in the notice of layoff, unless an extension is

granted in writing by the Board, this shall constitute the teacher's voluntary resignation and shall thereby terminate the teacher's individual employment contract and any other employment relationship with the Board.

- D. The obligation to recall a probationary teacher shall terminate twenty-four (24) months following such layoff and the obligation to recall a tenured teacher shall terminate thirty-six (36) months following such layoff.

11.4 Seniority. The Board shall maintain an up-to-date seniority list on a district-wide basis, a copy of which shall be furnished to the Association at least once each contract year on or before October 15. The seniority list shall be conclusively deemed to be correct unless the Association notifies the Board of any error within thirty (30) days after notification. The names of all teachers in the bargaining unit at the time of the preparation of the seniority list shall be listed in order of their employment dates, starting with the teacher with the greatest amount of seniority at the top of the list. If two (2) or more teachers have the same employment date, ties will be broken according to the procedure listed below:

- A. The sum of the last four digits of the tied employees' social security numbers will be determined.
- B. The employees shall be placed on the seniority list with the employee with the highest sum being placed highest on the list and then the others in descending order in accordance with their sums.
- C. If two or more employee's sums are equal, the numerical value of the middle two digits of the last four shall be used to break the tie. For example, if the last four digits are 1641, the number used will be sixty-four (64).

In addition to the name of each teacher, the seniority list will include the teacher's social security number sum certification, and majors and minors.

11.5 Interpretation. For the purpose of this Article:

- A. An "eligible teacher" means a teacher who the Board has determined is certified and qualified to perform the duties of the position to be filled.
- B. "Employment date" means the date on which the Board took official action to either employ a teacher initially or re-employ a teacher after any break in service. A break in service shall occur if a teacher resigns, retires or is discharged and not reinstated; however a break in service shall not occur if the teacher is employed by the Board in a non-bargaining unit supervisory position except that such teacher shall neither accrue nor lose seniority during the period of such employment.
- C. "Seniority" shall refer to the period of unbroken service within the bargaining unit since any break in service. A teacher on layoff or on a leave of absence shall neither accrue nor lose seniority.
- D. "Part-time teachers" under contract shall accrue seniority as follows:
 - 1. One-half (1/2) time or less: one-half (1/2) year for each full year of such employment.
 - 2. More than one-half (1/2): one (1) year for each full year of employment

Except that a teacher whose assignment has been reduced involuntarily shall continue to accrue seniority at the pre-reduction rate.

ARTICLE 12 – CONTRACT ADMINISTRATION

12.1 Interpretation. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable state or federal law, but if any provision shall be prohibited by or deemed invalid by law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

12.2 Definitions. Except as otherwise expressly provided in this Agreement, the words and phrases hereinafter set forth shall have the following meaning:

- A. **Day** means a day when school is open and teachers are scheduled to report for duty, except that during summer recess "day" means a regular business day excluding holidays and weekends.
- B. **Part-time Teacher** means a teacher regularly employed under contract for less than a full workweek or workday.
- C. **Party** means the Board or SMEA
- D. **Teacher** means a member of the bargaining unit.
- E. **Special Teachers** means teachers of elementary Art, Music (including vocal music and band), and Physical Education.
- F. **The Board** means the Board of Education of the Three Rivers Community Schools and, where appropriate, its administrative employees and agents.

12.3 General Interpretation. This Agreement shall be interpreted in accordance with the following understandings, namely:

- A. **Captions.** Captions are included only for convenience of reference and shall not modify in any way any of the provisions herein.
- B. **Other Rights.** Nothing in this Agreement shall deny or restrict any right guaranteed to a teacher under applicable laws or regulations. The rights of either party or the teacher to any benefits shall be determined solely by the terms of the Collective Bargaining Agreement in effect at the time such benefits are claimed, it being expressly intended that the parties shall have the unrestricted right to delete, add, or modify any provisions of this Agreement and any subsequent Agreement and any benefit in this Agreement shall be subject and subordinate to any such subsequent change.
- C. **Subordination.** Any individual contract or endorsement thereto between the Board and the teacher for the performance of duties which are subject to the terms of this Agreement shall be subject and subordinate to the provisions of this Agreement.

D. Schedule Modification. The Board, after consultation with the Association, may alter the work schedule to the extent the Board determines necessary to receive full State aid, to comply with applicable local, state or federal law or regulations, the availability of utilities, or for other circumstance beyond the control of the Board.

E. Prior Practices. This Agreement shall supersede any existing rules, regulations or practices of the Board which shall be contrary or inconsistent with its terms.

12.4 Retirement. The Board shall have the right to adopt a policy governing the retirement of teachers, which policy shall be in accordance with applicable law, except that no teacher shall be forced to retire during the school year whose birthday falls within the school year.

12.5 Distribution. Copies of this Agreement will be duplicated at the expense of the Board and shall be given to each teacher.

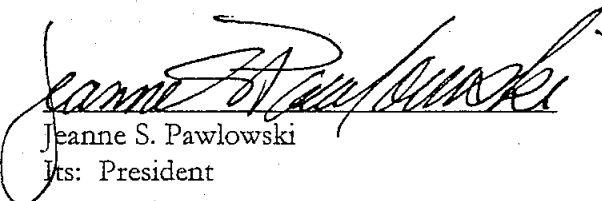
12.6 Scope. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.

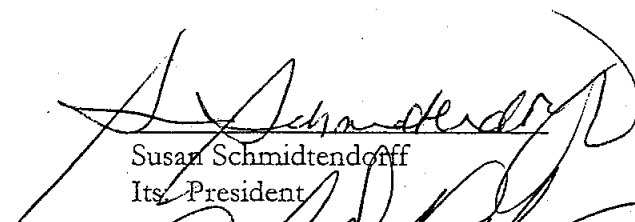
12.7 Duration of Agreement. This Agreement shall be effective August 16, 2006 until August 15, 2007. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date and time indicated.

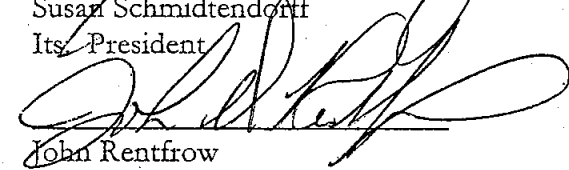
IN WITNESS WHEREOF, this Agreement is executed by the parties as of May 15, 2006.

SOUTHWESTERN MICHIGAN EDUCATION
ASSOCIATION/THREE RIVERS
EDUCATION ASSOCIATION/MEA/NEA

THREE RIVERS COMMUNITY
SCHOOLS, ST. JOSEPH AND
CASS COUNTIES, MICHIGAN


Jeanne S. Pawlowski
Its: President


Susan Schmidtendoff
Its: President


John Rentfrow
Its: Secretary

SCHEDULE "A" SALARY SCHEDULE – 2006-2007

2 % Increase

178 Teacher Work Days - 15 Minutes added to end of workday to accommodate for reduced number of work days.

INCREMENT	BA	BA+20	BA+35 or MA	MA+10	MA+20	MA+30
1	32,198	32,519	33,163	33,482	33,806	34,128
2	33,806	34,128	35,095	35,416	35,741	36,060
3	35,416	35,741	37,026	37,347	37,672	37,990
4	37,026	37,347	38,959	39,282	39,922	40,247
5	38,635	38,959	41,212	41,533	41,856	42,179
6	39,599	39,922	43,144	43,466	43,786	44,110
7	41,210	41,533	45,075	45,398	45,718	46,043
8	42,820	43,144	47,006	47,331	47,650	48,296
9	44,109	44,432	48,939	49,263	49,906	50,228
10	45,718	46,043	50,870	51,512	51,837	52,159
11	46,682	47,006	53,125	53,448	53,770	54,093
12			55,060	55,380	55,699	56,344
13			57,310	57,633	57,953	58,278
14				59,242	59,566	59,886

17th year: \$900 22nd year: \$1,200 27th year: \$1,500 30th year: \$2,000

Longevity steps shall start at the beginning of the 17th year of employment and continue with additional increases beginning at the 22nd, 27th and 30th years and payment shall be evenly distributed throughout the year.

SCHEDULE "B" - FRINGE BENEFITS

Section 1. Insurance

- A. Each employee who enrolls in MESSA PAK A shall receive the benefits defined under Plan A. Upon availability, members may elect MESSA Choices 2 and pay twenty-four dolls (\$24.00) per month towards the cost of the premium;

OR

they may elect MESSA SC1 and pay forty-eight (\$48.00) per month towards the cost of the premium. The Board will pay the remainder of each monthly amount.

The employer shall provide a Premium Contribution Plan, which permits a member's contributions towards premiums to be paid with pretax dollars.

The employer shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. Bargaining unit members electing to use the Premium Contribution Plan shall do so through a Salary Reduction Agreement and payroll deduction.

- B. Teachers not electing to take any health insurance may participate in the PAK B Plan of benefits and will receive a cash option in lieu of health benefits. The cash amount shall be three hundred seventy-five dollars (\$375.00) per month.

The employer shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. Teachers may use this money for MESSA options upon completion of the appropriate application forms, or a specified amount may be applied through a Salary Reduction Agreement by the bargaining unit member towards other non-taxable options provided by any Board approved company. All Selections may be payroll deducted.

- C. There shall be no duplication of health coverage in the event more than one member of the same family is employed in this system as a teacher.

- D. MESSA PAK Summary:

Plan A:

- a. Health: Super Care I Revised, \$5/10 Rx, \$100/\$200 Deductible

OR

Choices 2, \$5/10 Rx, \$0 In Network; \$250/\$500 Out of Network Deductibles

- b. Negotiated Life: \$10,000 with AD&D
c. Vision: VSP-2
d. Dental: 50/50/50: \$1,000 Annual Max.

50: \$1,000 Class IV Lifetime Max.
Two Cleanings Per Year

Plan B (for employees not electing health insurance):

Negotiated Life: \$10,000 with AD&D
Vision: VSP-2
Dental: Same as above

Section 2: General Provisions

A. Duration of Coverage

1. The Board shall make insurance premium payments on behalf of each teacher to provide insurance coverage for a full twelve (12) months commencing October 1 and ending September 30, provided that each such teacher completes the full work year.
2. If a teacher shall not complete the full work year, the Board's obligation to contribute insurance premiums shall be reduced pro rata.

B. Application Procedure. At the time of initial employment or upon re-employment, each teacher shall file an application for insurance benefits on a form or forms furnished by the Board, which form(s) shall provide for identification of each eligible dependent and any medical or dental insurance coverage available to any such dependent (including the name of the insurer). If there is a material change in the information previously submitted by the teacher, including any change in the eligibility status of the teacher or dependent for insurance benefits, notice of such change shall be given in writing to the Financial Secretary in the Business Office within twenty (20) days from the date of such change. Any premium contribution paid by the Board as a consequence of the failure of the teacher to provide timely notice as herein requested shall be repaid and may be deducted from any monies due to the teacher.

C. Association Cooperation. The Association agrees to cooperate with the Board in order to discourage insurance coverage which will result in double coverage with no reasonable benefit to the insured.

D. Carrier Requirements. Except as limited by the provisions of this Schedule, insurance benefits are provided in accordance with underwriting rules and regulations set forth in the respective insurance contracts issued by the carrier(s) to the Board or to the insured, including, but not limited to, internal and external coordination of benefits.

Section 3: Fringe Benefit

A. A teacher who achieves perfect attendance will receive \$150.00. Perfect attendance is defined as having no absences other than for school related business (i.e., conferences, athletic draws and events, contract association days, etc.)

SCHEDULE "C" - EXTRA DUTY ASSIGNMENTS

Section 1. Athletic Assignments. The pay for extra duties under this Section will be based on a percentage system. A teacher will be paid a percentage of his basic compensation for each extra duty. A teacher assigned an extra duty will be paid the listed percentage on the basis of years of experience with that particular extra duty. The scale of pay will be on the BA level through the 5th step. For those who qualify under Schedule A for Column II (BA+20) the percentage will be based on Column II for experience through the 11th step (steps "6" through "11"). For example, if a teacher is assigned an extra duty for the first time, he will be paid the listed percentage for the extra duty on the base, Column I (BA level). The next year, the teacher would be paid the listed percentage but on the next step.

The rate of pay for extra duties is as follows:

Group I - 13%

Head Football
Head Boys Basketball
Head Girls Basketball

Group II - 11%

Head Wrestling
Head Volleyball

Group III - 10 %

Head Track - Boys and Girls

Group IV - 9%

Head Cross Country
Varsity Cheerleading

Group V - 8%

Head Baseball
Head Softball
Head Tennis - Boys and Girls
Head Golf
JV/Freshman Basketball - Boys and Girls
JV/Freshman Head Football
Assistant Football - All Levels
Assistant Wrestling
Assistant Basketball
Head Soccer

Group VI - 7%

Assistant Track - Boys and Girls
JV Cheerleading

Group VII - 6%

Assistant Volleyball
JV Softball
JV Baseball

Group VIII - 5%

Middle School Basketball - Boys and Girls
Middle School Track - Boys and Girls
Middle School Wrestling
JV Tennis - Boys and Girls
Middle School Tennis - Boys and Girls
Freshman Volleyball
Competition Cheerleading
Freshman Cheerleading

Group IX - 3%

7th & 8th Grade Volleyball
Middle School Cross Country
Middle School Golf

Section 2. Other Activity Assignments. A teacher assigned to extra duties under this Section will be paid at the rate indicated below. The rates below will increase by the same percentage as Schedule A.

Assignment	2006-2007
Mentor Teacher (Per Mentee, Limit of 3)	\$315
NCA Steering Committee · HS & MS limited to 6 · people/building; elementary and Huss Academy limited to 4 people/building)	\$263
Band Director – Senior High	\$1,423
Band Director – Middle School	\$1,423
Vocal Music – Senior High	\$699
Vocal Music – Middle School	\$298
Department Heads	\$192
Department Heads Plus/Teacher	\$105

Middle School Team Leaders	\$593
Yearbook – Senior High	\$1,437
Yearbook – Middle School	\$477
Guidance Director	\$975
Class Advisor - Senior	\$523
Class Advisor – Junior	\$741
Class Advisor – Sophomore	\$209
Class Advisor – Freshman	\$192
Play Production – Spring Musical	\$374
Play Production – MS/HS Production	\$374
School Publications – Senior High	\$1,437
School Publications– Middle School	\$473
Forensics	\$374
Drill Team	\$374
Student Council – Senior High	\$741
Student Council – Middle School	\$584
National Honor Society	\$489
Senior High Intramural	\$393
Vocational Certificate – Only if teaching in voc. area	\$584
DECA/BST	\$584
Ski Club, Senior and Middle School	\$209
Spanish Club High School	\$209
Debate Club High School	\$1,307
Purple Pride High School	\$374
Art Club High School	\$209
Computer Consultant	\$790
Cadet Teaching	\$374
Lunchroom Supervisor – Middle School	\$636
School Store – Middle School	\$374
French Club High School	\$209
Safety Patrol Sponsor	\$209
Sixth Grade Band Teacher	\$190
Science Olympiad (If not part of Science Club)	\$128
Quiz Bowl	\$130
Elementary Student Council	\$130
Other Board approved organizations/ activities	\$130
Odyssey of the Mind	\$130
Math Meet	\$130

Extra pay for performing extra assignments such as chaperoning school events, working at athletic contests or other assignments involving extra time by faculty will be paid at the rate of \$18.00 per assignment.

The driver's education rate shall be:

2003-2004	\$19.47/Hour
2004-2005	\$19.76/Hour
2005-2006	\$20.06/Hour
2006-2007	\$20.46/Hour

Assignments to athletic contests will be paid by the Athletic Department. All other assignments will be paid by the Board of Education.

When no qualified bargaining unit member applies for extra-duty positions the District may hire non-bargaining unit members to fill those extra duty positions. Once a non-bargaining unit member is hired for an extra duty position the position will not be available for a bargaining unit member until said position is vacated. Payment shall be at the rate established in Schedule C.

STUDENT DAYS:

First Trimester: 57 full; 2 half days (September 5 thru November 30)
Second Trimester: 55 full days (December 4 thru March 8)
Third Trimester: 55 full; 2 half days (March 12 thru June 6)

Seniors last day: May 25

Graduation: June 8

If teachers elect to attend a Conference/Workshop which would qualify for substitution of Professional Development according to the Letter of Agreement in the Master Agreement then they are not required to attend the Thursday, April 26 Professional Development.

<u>The Start/Dismiss time will be:</u>	<u>Full Days</u>	<u>Half Days</u>
Andrews and Hoppin:	8:35 a.m. – 3:46 p.m.	12:05 p.m.
Norton and Park:	8:40 a.m. – 4:01 p.m.	12:15 p.m.
High School:	7:38 a.m. – 2:37 p.m.	11:00 a.m.
Middle School:	7:47 a.m. - 2:45 p.m.	11:05 a.m.

Professional Development Days: 8:00 a.m. to 3:00 p.m. for All Buildings

2006-2007 CALENDAR

August 2006

M	T	W	Th	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

- 28 New Teacher Orientation
- 29 Opening Day Ceremony/ Prof Dev.
- 30 Professional Development
- 31 Teacher Work Day

September 2006

M	T	W	Th	F
	5	6	7	8
11	12	13	14	15
	19	20	21	22
25	26	27	28	29

- 1 & 4 Legislated No School Days
- 5 Students report (First Day)
- 18 Professional Development

October 2006

M	T	W	Th	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

- 10 & 11 HS & MS Evening Conferences

November 2006

M	T	W	Th	F
		1	2	
6	7	8	9	10
13	14	15	16	17
20	21	22		
27	28	29	30	

- 1 & 2 Elementary Evening Conferences
- 2 1/2 day for students Afternoon Conferences (All)
- 3 Half day student and staff
- 22-24 Thanksgiving Break
- 30 End of 1st marking period

December 2006

M	T	W	Th	F
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

- 1 Teacher Work Day
- 25-29 Winter Recess

January 2007

M	T	W	Th	F
8	9	10	11	12
	16	17	18	19
22	23	24	25	26
29	30	31		

- 1-5 Winter Recess
- 15 MLK Day- No Classes
- 23& 24 HS & MS Conferences

February 2007

M	T	W	Th	F
			1	
5	6	7	8	9
12	13	14	15	16
	20	21	22	23
26	27	28		

- 2 Professional Development
- 16&19 Mid-Winter Break

March 2007

M	T	W	Th	F
			1	2
5	6	7	8	
12	13	14	15	16
19	20	21	22	23
26	27	28	29	

- 8 End of 2nd Marking Period
- 9 Teacher Work Day
- 21 Elementary evening conferences
- 22- 1/2 day all students, HS & MS Staff
Elementary Afternoon & Evening Conferences
- 23 Half Day students and staff
- 30 Spring Recess

April 2007

M	T	W	Th	F
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

- 2-6 Spring Break
- 25 HS & MS Conferences
- 26 Professional Development

May 2007

M	T	W	Th	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
	29	30	31	

- 28 Memorial Day, No School

June 2007

M	T	W	Th	F
				1
4	5	6		8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

- 6 End of 3rd Marking Period/ Last day for students
- 7 Teacher Work Day

	First Day of School for students
	End of Marking Period
	No School/ No Staff
	Professional Development
	Teacher Work Day, no students
	HS & MS PT Conf in evening
	New Teacher Orientation
	Elementary Conf in evening
	Elem. Conf, 1/2 day for students
	1/2 day for students and staff

Letter of Agreement - Satisfying Professional Development Days through Attendance at Conferences/Workshops Pilot Program to commence with the 2003-2004 school year.

Between Three Rivers Community Schools Board of Education
and the
Southwest Michigan Education Association/TREA/MEA/NEA

Re: Satisfying Professional Development Days through Attendance at Conferences/Workshops Pilot Program to commence with the 2003-2004 school year.

For the purpose of determining conferences/workshops, which would qualify for substitution of Professional Development, the following criteria should be considered.

- ◆ Is for the purpose of enhancing teaching and learning.
 - ◆ Is consistent with building and district school improvement plans and, when available, NCA goals and district strategic plans.
 - ◆ Is part of an ongoing comprehensive professional development plan that addresses the long-term professional needs of the individual as well as the long-term change of practice in the building and district.
 - ◆ Is no less than one hour in length.
1. Attendance at conferences/workshops, which occur during regularly scheduled teacher workday/hours, will not be considered.
 2. Conference hours and/or days may be used to satisfy certain designated Professional Development Days held during the calendar year.
 - a. The Superintendent will designate which 1 or 2 scheduled dates for Professional Development can be exchanged on or before June 1st of the previous year.
 - b. Conferences/workshops attended after school, on a weekend, or during the summer recess could qualify for substitution.
 - c. Only equal number of hours/days can be exchanged. A Professional Development day is considered to be 6 ½ hours. Two workshops totaling 6 ½ hours could be considered to meet the above requirement.
 - d. Attendance at athletic conferences/clinics may not be used to satisfy the district's Professional Development days.
 3. Teachers will be required to submit evidence of attendance at the workshop/conference.
 - a. If validated CPU's and/or grades are not available, then a completed form which state the name of the conference, the date and time of the conference signed and dated by the instructor or chairperson of the conference validating that the teacher attended the conference/workshop.

- b. Attendance at a conference/workshop must be completed prior to the substitution of a Professional Development day.
4. Teachers must submit a request form asking for consideration to substitute such conference/workshop for a Professional Development day.
 - a. The request form must be approved at least 30 days prior to the Conference/workshop.
 - b. Mitigating circumstances will be considered.
5. While the district will make an attempt to cover reasonable expenses, teachers understand that the funds allocated to each building for conferences/workshops may become depleted before the end of the school year.
 - a. If reimbursement to the teacher is not possible, that does not prohibit the teacher from attending the conference/workshop and submitting for substitution of a Professional Development day.
 - b. Coursework/classes reimbursed from the Tuition Reimbursement Fund will not be eligible to qualify for substituting a Professional Development day.
6. The Superintendent's decision on granting approval is final.
7. This Pilot Program will be evaluated on a yearly basis by the Superintendent and the President of the Three Rivers Education Association or his/her designee.

Letter of Agreement Letter of Resignation

Between the
Three Rivers Community Schools Board of Education
And the
Southwest Michigan Education Association/TREA /MEA/NEA

Re: Letter of Resignation

The Board of Education of the Three Rivers Community Schools ("Board") and the Southwestern Michigan Educational Association/Three Rivers Educational Association, MEA/NEA ("Association") agree that the school district will provide a \$750.00 incentive to any teacher who submits a non-retractable letter of resignation prior to April 1st of each school year.

Letter of Agreement "Schedule C" Study Committee

Between the
Three Rivers Community Schools Board of Education
And the
Southwest Michigan Education Association/TREA /MEA/NEA

Re: "Schedule C" Study Committee

- a. It is agreed that each bargaining team will select participants for a "Schedule C" Study Committee. The charge of this committee will be to utilize data from the districts within the Wolverine Conference and St. Joseph County in order to assess the current "Schedule C" compensation amounts and to make recommendations for changes where appropriate.
- b. Recommendations for changes will be presented to both bargaining teams and require a Tentative Agreement prior to submitting them for ratification votes by both parties.

This Letter of Agreements will expire August 15, 2007.

Letter of Agreement Continuing Education Fund

Between the
Three Rivers Community Schools Board of Education
And the
Southwest Michigan Education Association/TREA /MEA/NEA

Re: Continuing Education Fund

At the beginning of each fiscal year (July 1 to June 30) a fund in the amount of \$20,000 shall be established by the Board. The purpose of this fund is to reimburse bargaining unit members for course work taken from an accredited college or university. To be eligible for reimbursement, a satisfactory grade (C or better) must be earned and the coursework must count toward either the eighteen (18) hours needed for teacher certification, continuing education to enhance teaching in the individual's teacher's subject area, a Master's degree in Education, a Specialist in Education, or a Doctorate in Education.

Teachers must submit in writing to the Association their intention to enroll in class(es), including the course number, the course description, the number of credits and the estimated cost of these credits no later than October 1st, for fall classes; December 1st, for winter classes, April 1st for spring and June 1st for summer classes. No later than March 1st, of each year, the Board will issue a report to the Association reporting the actual remaining dollars in the fund. Teachers may state their full-year enrollment intentions at any date, but may not apply for reimbursement retroactive to aforementioned dates.

Reimbursement shall be limited to tuition. Teachers will be reimbursed at 50% of the cost of tuition when they provide an official transcript of the grade and a receipt for the paid tuition. Documentation is due to the Association no later than 30 days after the last class session. If at the end of the school year, there is still available money from the original \$20,000 (\$15,000 for the 2000-01 school year) then that money will be equally distributed to the teachers who satisfactorily completed the coursework on a per credit hour prorated basis. If the total amount of tuition reimbursement for teachers exceeds \$20,000 (\$15,000 for the 2000-01 school year), then each teacher shall receive an equal amount on a per credit hour prorated basis so that the \$20,000 limit is not exceeded.

At the end of each school year, the Board will replenish the amount spent from the fund so that the fund has \$20,000 for the ensuing school year.

Letter of Agreement Elementary Planning Time Committee

Between the
Three Rivers Community Schools Board of Education
And the
Southwest Michigan Education Association/TREA /MEA/NEA

Re: Elementary Planning Time Committee

During the negotiations for the Successor Agreement to the 2000-2003 Master Agreement, the parties agreed to send a list of options to consider, related to the issue of Elementary Planning Time, to a committee.

It will be the responsibility of this committee to use this list of options as a guide to bring back a recommendation that addresses the needs surrounding this issue to the bargaining teams for their approval.

No decision of the committee will be binding until approved by both parties.

This letter of agreement will expire August 15, 2007.

Letter of Agreement 2006-2007 Calendar/Days/Hours

Between the
Three Rivers Community Schools Board of Education
And the
Southwest Michigan Education Association/TREA /MEA/NEA

Re: 2006-2007 Calendar/Days/Hours

In order to facilitate construction needs brought about by the passing of the Bond Proposal, the parties agree to the following modifications for the 2006-2007 school year.

1. There will be 165 full days and 4 half days for students.
2. There will be 178 teacher "work" days.
3. The 2006-2007 calendar is the same regarding ending times and days as 2005-2006.

This Agreement will neither set a precedent nor establish a practice for any future Agreements or decisions between the parties.

Three Rivers Community Schools Mentor Handbook

Each newly hired non-tenure teacher will be assigned a mentor teacher as soon as possible after the date of hire. The mentor will be a Master Teacher as described by the State Department of Education, whenever possible. Retired Master Teachers may also be retained as mentor, as necessary.

Mentors will be assigned by the building principal. Every effort will be made to pair mentees with a mentor teacher in their academic discipline and in the same building. The mentor teacher will be assigned for a period of one (1) year at a time. In extenuating circumstances, the relationship may be terminated by the building principal and a new mentor will be assigned. The relationship between the mentor and the mentee shall remain confidential and not part of the evaluation of either party.

The position of mentor teacher is voluntary. Training is required for mentor teachers. Mentor teachers are required to meet the standards as set forth in the Three Rivers Mentor's Handbook. Each mentor may be assigned up to a maximum of three mentees. A stipend will be paid for the position of mentor teacher. The stipend will increase with the number of mentees assigned.

Contract Section 5.9
Master Agreement between the
Three Rivers Board of Education
and the Three Rivers Education Association

Guidelines for Good Mentors

- ◆ Establish Rapport
- ◆ Be Friendly and Positive
- ◆ Acknowledge mentee's skills
- ◆ Emphasize the importance of the teacher's role
- ◆ Be tactfully honest
- ◆ Be empathetic
- ◆ Provide articles, pamphlets, or techniques in order to demonstrate helpfulness
- ◆ Be a good listener
- ◆ Ask objective rather than personal questions
- ◆ Set realistic mentor-role expectations
- ◆ Demonstrate the benefits of experience and change by sharing your own knowledge
- ◆ Share ideas and solutions.

Common Concerns for New Teachers

- ◆ Classroom discipline
- ◆ Student motivation
- ◆ Individual differences
- ◆ Assessing student work
- ◆ Parent relationships
- ◆ Classroom organization
- ◆ Lack of Familiarity with existing resources (people and material)
- ◆ Problem of individual students
- ◆ Terminology
- ◆ Professional growth

Mentor's Log

Mentor's Name _____
 Mentee's Name _____
 Building _____ School Year _____

<u>Suggested Month</u>	<u>Topic Discussed</u>	<u>Date Discussed</u>
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August	Building/District Tour	_____
	Mentor Handbook	_____
	Classroom Set-Up	_____
	Daily Schedule	_____
	Dress and Grooming	_____
	Goals	_____
	School Calendar	_____
	Contract/TREA	_____
	Teacher Protection	_____
	Culture of Building/District	_____
	Technology	_____
	Dealing with Students, Parents, Fellow Staff	_____
	Extra Curricular Involvement	_____
	Pay Schedule	_____
	Sick Days Procedures	_____

September	Classroom Procedures	_____
	Discipline Procedures	_____
	Classroom Management Issues	_____
	Progress Report Procedures	_____
	Insurance	_____
	Mentor spends 1 class period in Mentee's classroom	_____
	Successes and Concerns	_____

October	Curriculum Units	_____
	Parent-Teacher Conferences	_____
	Varying Instructional Strategies	_____
	End of Marking Period Procedures	_____
	Teacher Evaluations	_____
	Mentee spends 1 class period in Master Teacher's classroom*	_____
	Successes and Concerns	_____

Mentor's Log page 2

November and December Phone Tree _____
 Inclement Weather Policy _____
 Vacation Dates _____
 Holiday Pageants _____
 Successes and Concerns _____

January Teacher Protection Concerns _____
 Attending Conferences _____
 Finding and Getting Resources _____
 Community Resources _____
 Buying Years/Retirement Planning _____
 Success and Concerns _____

February Budget _____
 Supply Orders _____
 Mentor spends 1 class period in Mentee's classroom _____
 Successes and Concerns _____

March Spring Parent-Teacher Conferences _____
 Mentee spends 1 class period in Mentor's classroom _____
 Successes and Concerns _____

April Instructional Development Plan (IDP) _____
 Inventories _____
 Mentor spends 1 class period in Mentee's classroom _____
 Success and Concerns _____

May Organizing File Cabinets, Notebooks _____
 Teacher Certification Issues _____
 End of School Year Procedures _____
 Preparing for Next Year _____
 Successes and Concerns _____

Mentor's Log Page 3

Ongoing Concerns

Performance Standards
(MEAP/MI-YES/etc)

Lesson Plans

Instructional Strategies

Student Assessment

*Mentee visitations to a Master Teacher may take place in their building, another building in the district, or another district, to be pre-arranged. Principal approval is required.