

4002

8/15/2000

AGREEMENT

between

THREE RIVERS COMMUNITY SCHOOLS  
BOARD OF EDUCATION

and the

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

*Three Rivers Community Schools*

August 16, 1997  
to  
August 15, 2000

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University

0007/10/15

Upper Division - (University of Toronto)

# COLLECTIVE BARGAINING AGREEMENT

## Table of Contents

	<b>Page(s)</b>
<b>General Statement of Policy</b>	<b>1</b>
<b>1. Recognition</b>	<b>2</b>
<b>2. Board of Education Rights</b>	<b>3</b>
<b>3. Association of Rights and Responsibilities</b>	
3.1 Association Rights	4-7
3.2 Association Responsibilities	7
3.3 Consultation	7-8
<b>4. Teacher Rights and Responsibilities</b>	
4.1 Evaluation	9-12
4.2 Citizenship Rights	12
4.3 Personnel Files	12
4.4 Complaint Procedure	12
4.5 Legal Counsel	13
4.6 Public Employment Relations Act	13
4.7 Teacher Responsibilities	13-14
4.8 Disciplinary Action	15
4.9 Building Environment	16
4.10 Academic Freedom	16
<b>5. Professional Services</b>	
5.0 School Year	17
5.1 Professional Duties	17-22
5.2 Professional Qualifications	22

5.3	Vacancies	22-25
5.4	Unrequested Reassignments and Transfers	25-26
5.5	Special Assignments	26-27
5.6	In-Service Training	27-28
5.7	Work Load	28-31
5.8	Additional Professional Responsibilities	31
5.9	Substitute Teachers	31
6.	<b>Dispute Resolution Procedure</b>	
6.1	Objectives	32
6.2	Informal Conference	32
6.3	Informal Conference	32
6.4	Administrative Review	33
6.5	Arbitration	33-34
6.6	General Procedures, Conditions, and Limitations	34-36
7.	<b>Negotiations</b>	
7.1	Re-negotiation	37
7.2	Rules	37
7.3	Negotiators	37
7.4	Notices	37
8.	<b>Leaves</b>	
8.1	Sick Leave	38-40
8.2	Personal Business Leave	40-41
8.3	Association Leave	41
8.4	Disability Leaves	41-42
8.5	Other Leaves	42-44
8.6	Leave Administration	44-45
8.7	Jury Duty	45
9.	<b>Compensation and Benefits</b>	
9.1	Compensation	46-47
9.2	Professional Experience	47

9.3	Academic or Certification Advancement	47
9.4	Student Activities	47
9.5	Retirement	47-48
9.6	Deductions	48
9.7	Salary Step Advancement	48
9.8	Fringe Benefits	48
10.	Joint Committee on Communication	
10.1	Purpose	49
10.2	Composition	49
10.3	Meeting Schedule	49
10.4	Conditions	49-50
11.	Layoff and Recall	
11.1	Determination	51
11.2	Layoff Procedure	51-52
11.3	Recall Procedure	52
11.4	Seniority	53
11.5	Interpretation	53-54
12.	Contract Administration	
12.1	Interpretation	55
12.2	Definitions	55
12.3	General Interpretation	55-56
12.4	Retirement	56
12.5	Distribution	56
12.6	Scope	57
12.7	Duration of Agreement	57
	Schedule "A"	58-60
	Schedule "B"	
	Section 1 Insurance	61
	Section 2 General Provisions	62-63
	Section 3 Fringe Benefits	63

<b>Schedule "C"</b>		
Section 1	<b>Athletic Assignments</b>	<b>64-66</b>
Section 2	<b>Other Activity Assignments</b>	<b>66-70</b>
<b>School Calendar - 1997-98</b>		<b>71-72</b>
<b>Letter of Understanding - Transition Guidelines: Handicapped Students</b>		<b>73-74</b>
<b>Letter of Understanding - Friday Dismissal Time for Elementary Teachers</b>		<b>75</b>
<b>Addendum to Contract - Qualifications of Certified Employees</b>		<b>76-79</b>

## 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 "Board") 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:

The school nurse and all instructional personnel employed by the school district for the regular school term, grades K-12, but excluding substitute 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 Constitution of the State of Michigan and/or the United States, including, but without limiting the generality of the foregoing: the management and control of school properties, facilities, grades and courses of instruction, athletic and recreational programs, methods of instruction, materials used for instruction, and the selection, direction, transfer, promotion or demotion, discipline or dismissal of all personnel.

The exercise of these powers, rights, authority, duties and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this Agreement not contrary to school law.

## 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:
- 3.11 **Facilities and Equipment.** The use of school buildings at reasonable hours for meetings, and the use of school 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.
- 3.12 **Communications Facilities.** The use of District mail service, teacher mail boxes, and designated bulletin boards in each building is for the purpose of giving notice of Association activities and matters of Association concern.
- 3.13 **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 certificated 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.

3.14 Agency Shop

3.141 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 joining or refusing to join the Association.

3.142 Financial Responsibility. Membership in the Association is separate and distinct from the assumption by a teacher of his equal obligation to compensate the Association for the benefits he 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 fair share of the cost of representation.

3.143 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 salary, or if he 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.

- 3.144 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 pay check 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 that 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.

- 3.145 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 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 reason of claims, or demands made by the Association that a teacher be discharged because of this provision.
- 3.146 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 pay check.
- 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 of any type against the Board which would be in violation of this Agreement or in violation of the 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.

## ARTICLE 4

### TEACHER RIGHTS AND RESPONSIBILITIES

- 4.1 Evaluation. The Board has delegated to the administrative staff the responsibility for the evaluation of each teacher in the performance of his professional duties. Evaluations shall conform to the following guidelines:
- 4.11 Evaluation Objectives. The primary purpose of evaluation shall be to improve the effectiveness of a teacher in the performance of the teacher's professional duties.
- 4.12 Criteria. A copy of the evaluation form to be used shall be furnished to each teacher at the beginning of the school year, except that if there has been no change in the evaluation form used during the preceding year, then the Board shall not be required to furnish such form other than to newly appointed teachers.
- 4.13 Formal Evaluations. A formal evaluation required by the provisions of this Agreement shall conform to the following guidelines:
- A. The evaluation shall be in writing.
  - B. All monitoring or observation of the classroom performance of a teacher 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. If more than three (3) observations are deemed necessary by the evaluator, the Association shall be informed.
  - C. 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.

- D. The evaluator shall assume responsibility for scheduling a post-evaluation conference with the teacher, which conference shall be held within ten (10) work days 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.
- E. The evaluator shall identify the teacher's strengths as well as alleged deficiencies and/or areas of desired growth or improvement. The observations, recommendations and conclusions of the evaluator shall be deemed to be acceptable unless the teacher shall submit within ten (10) days a written rebuttal which shall be attached to the evaluation and placed in the teacher's personnel file.

4.14 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 shall be completed by April 30.

4.15 Other Factors.

- A. The Board may provide for such additional formal and informal evaluations as it shall determine to be necessary for the proper conduct of the educational program and the utilization of its professional employees, provided that the teacher is afforded reasonable time to take specified corrective action, if required, between any such evaluations.
- B. A teacher who receives an adverse evaluation and is in



substantial disagreement with the evaluator's opinions included therein and who has filed a written rebuttal in accordance with Section 4.13E may file a written complaint within five (5) days from the date on which the written rebuttal is filed with the evaluator. The complaint shall:

1. 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.
2. 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. If the Superintendent intends to recommend to the Board that a teacher be terminated, he/she shall so advise the teacher on or before April 15.

4.16 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 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.

- 4.2 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, handicap, or Vietnam-era veteran status, shall be discriminated against in employment.
- 4.3 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 personnel file. A representative of 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 of the file by the teacher.
- 4.4 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:

The Board member or administrator may within five (5) days request the person making the complaint to contact the teacher involved. If the complaint is not brought to the attention of the teacher by his 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. If the complaint is brought to the attention of and discussed with the teacher within such ten (10) day period and the immediate supervisor believes it is necessary to

give such teacher a written warning or reprimand based on such 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.

If the time lines 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.

- 4.5 Legal Counsel. The Board shall furnish legal counsel to advise a teacher of his 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.
- 4.6 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 membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- 4.7 Teacher Responsibilities.
- 4.71 Standards. The parties recognize that the certification of a teacher and his contractual agreement constitute a continuing representation by the teacher that he is qualified to be entrusted with the responsibility for the education of students.

- 4.72 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.
- 4.73 Performance of Professional Assignments. It is the responsibility of a teacher to work to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.
- 4.74 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 his 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 supervisor within a reasonable time.
- 4.75 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. When a final grade is submitted, it shall not be changed except in compliance with Section 1249 of the School Code of 1976, as amended, provided, however, that no grade shall be changed more than forty-five(45) days after the grade was issued to the students.
- 4.76 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 1976, as amended, otherwise known as the "Corporal Punishment" statute.

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

- A. The teacher shall be advised 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.
- 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. 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 within 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.
- D. 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.
- E. 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. Failure to renew a probationary teacher's contract shall not be considered discipline.

- 4.9 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.
- 4.10 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.

## ARTICLE 5

### PROFESSIONAL SERVICES

- 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, results in the closing of school, bargaining unit members shall be excused from reporting to duty without loss of pay, except that teachers shall not be paid for any rescheduled days. Teachers who were scheduled to be on paid leave (e.g., 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 5.11 (i.e., on a 2-hour delay, teachers normally reporting at 8:30 a.m. would report at 10:30 a.m.)

For 1997-98 the school calendar shall be the adopted county common calendar except that there will be 183 contract days for the staff. The calendar for the 1998-99 and 1999-2000 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.

5.11 Teaching Hours

- A. Elementary teachers shall report to their assigned building and room for supervision and such other duties as may be assigned by the building principal no later than twenty (20) minutes before the start of classes. Elementary 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.
- B. 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 twenty-three (23) minutes after the bell sounds dismissing students from school or after the last bus departs.
- C. Senior High 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. Senior High School teachers shall remain at their assigned buildings thirteen (13) minutes after the bell sounds dismissing students from school or after the last bus departs.
- D. On Fridays, elementary teachers may leave anytime after responsibilities related to teaching have been completed. Senior High and Middle School teachers may leave after the last bus



departs.

- E. 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.

5.12 Teaching Day

- A. High School Teachers. A teacher regularly assigned as a secondary teacher shall have, on the average, 1450 minutes of teaching per week. Individual planning time will not exceed eighty (80) minutes in length per day.
- B. Middle School Teachers. The basic school day shall be scheduled so that it results in no more than 1550 minutes of teaching per week. Starting with the 1995-96 school year, core curriculum team teachers will be assigned common team planning time in addition to their individual planning time. Individual planning time will not exceed one (1) hour in length per day.
- C. Elementary Teachers
  - 1. A teacher regularly assigned as an elementary teacher shall have a duty-free uninterrupted lunch period equal to that of the students.
  - 2. Elementary noon playground supervision shall be voluntary subject to the payment of additional compensation as hereinafter provided.
  - 3. Elementary teachers shall be given one

duty-free recess per day unless they opt to use the solution referred to in Section 5.12D.

4. Elementary teachers shall be guaranteed at least 30 minutes of planning time per day. Teachers may use for planning all time when students are with "special" teachers. Equitable planning time will be arranged for kindergarten and developmental kindergarten teachers.
5. Whenever elementary classes are located in a secondary building, the daily schedule shall be the same for elementary classes as the secondary classes.

D. State Mandated Clock Hours

1. It is agreed that the teaching day shall start fifteen (15) minutes earlier than the 1996-97 school year so that the amount of student instruction time will be increased fifteen (15) minutes.
2. 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 5.22-C-3. Reimbursement for teachers to supervise recess will be at the Drivers Education hourly pay rate.

3. 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.

5.13 General Professional Duties. Services to be rendered by teachers include attendance at up to five general teachers' meetings per semester. Teachers will be given at least five (5) days advanced 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. In addition to the foregoing professional duties, each teacher shall, to the extent required for the proper discharge of his 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. 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 PTA meetings and parent conferences, which are considered a part of the teachers' obligation and responsibility. Teachers will not be required to attend more than four (4) school functions per year, including PTA meetings, Christmas programs, school carnival, open house, concerts, etc.

5.14 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.

5.15 Teaching Tools. The Board recognizes that appropriate texts, library reference facilities, maps, globes, laboratory equipment, audio visual equipment, arts supplies, athletic equipment, current periodical standard tests and questionnaires, and similar materials are tools of the teaching profession. The Superintendent and the Association President, or their respective designees, will confer from time to time for the purpose of reviewing and implementing 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 educational program.

5.2 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 is assigned.

5.3 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.

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

A. 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 5.31C.

- B. 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) work days.
- C. If the vacancy is for a permanent position to be filled at the beginning of the next work year and the 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.
- D. 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 5.32 below.

5.32 Voluntary Reassignment or Transfer Requests. A bargaining unit member may be considered for a present or future vacancy for which he 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:

- A. 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.

- B. Expire at the time the vacancy is filled or midnight of the day prior to the first regularly scheduled work day of the school year following the date on which the request is filed.

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

- A. 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.
- B. 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.
- C. The requirements of applicable laws and regulations.
- D. 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.
- E. The benefits to be derived by the Board in making the assignment, including, but not limited to, the maintenance of a balanced staff.

5.34 Special Teacher Assignments. For the first four (4) years of employment, a teacher who is employed as a "special teacher" as defined hereafter shall be deemed eligible to be considered for non-special teacher vacancies only in the discretion of the Board. Thereafter, a special teacher shall be eligible to apply for vacancies in accordance with the provisions of Section 5.3. "Special teacher" means special education teachers ( K-12) and elementary art, music, and physical education teachers.

5.4 Unrequested Reassignments and Transfers. The parties recognize that changes in grade placement configurations and student enrollment, and in the racial/gender balance of staff, 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.

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

- A. 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 5.32.
- B. Teachers who have filed reassignment or transfer request in accordance with Section 5.32 shall be given preference and their request shall be acted upon prior to making any unrequested transfers or reassignments.
- C. 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 reasons stated shall be reduced to writing and

copies given to both the teacher and the Association at the conclusion of the meeting.

- D. Every reasonable effort will be made to avoid reassigning or transferring probationary teachers.

5.42 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:

- A. 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.
- B. Secondary Level. For the purposes of this provision, grades Seven through Twelve shall be deemed to be included.

5.5 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. 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 any extracurricular or summer school positions as a teacher as long as qualified teachers are available to fill the position.

5.51 Mentor Teachers. The following guidelines will apply to



Mentors who are members of the bargaining unit:

- A. The position of Mentor Teacher will be voluntary.
- B. The Mentor Teacher will be tenured.
- C. The Mentor Teacher will be assigned only one (1) Mentee at a time.
- D. The Mentor Teacher will be assigned for a period of one (1) year at a time. In extenuating circumstances either the Mentor or Mentee may terminate the relationship at the end of the semester.
- E. Every effort will be made to match Mentor Teachers and Mentees who work in the same building and have the same areas of certification.
- F. The relationship between the Mentor and Mentee shall remain confidential and not part of the evaluation of either party.
- G. The working relationship of the Mentor and Mentee will be determined on a case-by-case basis by the Mentor and Mentee.

5.6 In-Service Training. The Board and the Association recognize the right for voluntary participation by teachers in in-service 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 principle of continuous training of teachers and participation in community education projects. The Board may provide, at appropriate times, programs of in-service 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.

5.61 Probationary Teachers. During their first three years, a new teacher will be assigned a Mentor Teacher and will undergo 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.

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

5.71 Class Size Criteria. The establishment of class size guidelines are 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>
A. <u>Elementary</u>	
Kindergarten	24-26
First, Second, Third	24-28
Fourth, Fifth, Sixth	26-34
B. <u>Secondary</u>	
English	24-26
Social Studies	24-26
Mathematics	24-26

Science	24-26
Language	24-26
Business	24-26
Typing	36-40
Drafting	24-26
Industrial Arts	24-25
Vocational Shops	18-22
Homemaking	22-24
Music	40-45
Art	23-25
Physical Education	34-38
Hygiene	34-38

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.

5.72 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:

- A. The grade and subject matter.
- B. The teacher methodology or strategy.
- C. 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.
- D. The training and experience of the teacher.
- E. The quantity, quality, and type of physical facilities, teaching aids and other personnel available.

F. Other factors, including North Central Accreditation standards where applicable.

5.73 Class Size. Each teacher shall receive an updated list of his/her students by orientation day in the fall, or sooner.

A. Except as a teacher may otherwise agree, if class enrollment in any K (or Early Fives) section or in Grades 1-3 exceeds 25 or 26 respectively, 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 5.71A.

B. 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 outnumbered the materials/equipment available, he/she shall bring the problem to the attention of the building principal or the Association and an attempt shall be made to adjust the situation. The teacher shall be responsible for providing the building principal with recommendations for resolution at such time.

C. If the proposed adjustment is not made to the teacher's satisfaction after their initial meeting as outlined in "B" above, the principal shall provide the teacher with his options for resolution of the issue. This shall be provided to the teacher within five (5) days of the meeting as outlined in "A" above.

D. If the teacher is still not satisfied with the proposed resolution, he may within five (5) days of the response as outlined in "C" above take his position to the Classroom Adjustment Committee

which shall meet within two (2) days of receiving the teacher's written complaint.

The Classroom Adjustment Committee will be set up prior to the beginning of each school year and will consist of the President and Vice-President of the TREA, the teacher involved, one other teacher from the teacher's grade level, the principal involved and one other principal from that level, and the Superintendent or his designee.

- E. 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.

5.8 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.

5.9 Substitute Teachers. Substitute teachers are to be provided whenever possible for special teachers who are absent from their teaching assignment.

## 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 building principal or immediate supervisor ("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 or the time the teacher reasonably should have known of the event. Such informal conference shall be held within five (5) days from the time it is 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, namely:
- A. An identification of the claimant(s);
  - B. The facts upon which the claim is based;
  - C. The applicable portion(s) of the agreement allegedly violated;
  - D. The specific relief requested;
  - E. The date of the claim; and
  - F. The signature of the claimant or association representative.

The supervisor shall 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, it may be submitted to binding arbitration. Within fifteen (15) days of the receipt of the Superintendent's answer, the party choosing to arbitrate must give written notice to the other party. Following this written notice, the parties will meet within ten (10) days to select an arbitrator according to the following procedures:

- A. A panel of arbitrators shall be maintained by the parties. Only arbitrators acceptable to both parties shall be placed on the list. Names of new arbitrators to be added to the list may be proposed at any time by either the Association or the Board.
- B. Each party shall alternate striking one name from the panel of arbitrators until all arbitrators are eliminated except one. That arbitrator shall be selected for hearing the claim.
- C. The parties will alternate the initiation of the elimination process with each successive claim.
- D. Upon selection by the parties, the arbitrator shall conduct the arbitration hearing and other related matters in accordance with the rules and regulations of the American Arbitration Association.
- E. Should either the Board or the Association wish to terminate the use of the preselected panel arrangement for selection of arbitrators, the party wishing to terminate the panel shall give six (6) months notice to the other party.

Prior to formation and/or after termination of the panel selection arrangement, selection shall be through the American Arbitration Association and subject to its rules.

1. 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.
2. The arbitrator shall render his written decision within thirty (30) days from the conclusion of the hearing.
3. 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.

6.61 Definitions. As used in this article the word:

- A. "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;
- B. "Event" means the act or omission which the claimant alleges violates one or more provisions of this Agreement; and
- C. "Day" means a scheduled work day during the regular school year; however, during the summer recess, day means a calendar day exclusive of



Saturdays, Sundays or holidays.

- 6.62 Form of Action. All claims, replies and requests shall be in writing and shall be filed with each party.
- 6.63 Exclusions. The dispute resolution shall not apply to:
- A. A claim by any teacher who desires to assert his 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.
  - B. The failure to re-employ a probationary teacher on the expiration of the teacher's individual contract of employment.
  - C. Any claim in which proceedings are pending before any state or federal administrative tribunal, agency or court, it being the intention of the parties that a claimant shall have one (1) remedy only.
  - D. Any provision of this agreement which contains an express exclusion from this procedure.
- 6.64 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.
- 6.65 Place of Proceedings. All proceedings shall be held in the

school district.

- 6.66 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.
- 6.67 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  
1008 8th Street  
Three Rivers, Michigan 49093

President, Three Rivers Education Association  
Three Rivers Community School District  
1008 8th Street  
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

8.11 Individual 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.

8.12 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.

8.121 Sick Leave Bank

- A. Sick Leave Bank Committee. A committee composed of the Superintendent or his designee and the Association President or his 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 has exhausted his 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 (1-1/2) times the number of days he had accumulated at the beginning of the school year.

8.2 Personal Business Leave. A personal business leave for each teacher shall be provided at the rate of two (2) days per year. If the second personal business day is used, it shall be deducted from accumulated sick leave.

- 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 wishing to make use of the leave 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 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.

8.3 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.

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

8.41 Foreseeable Disability. If the teacher knows, or reasonably should know, that he has a physical or mental condition, which will result in disability, the teacher shall:

- A. Notify the Board as to the nature and extent of the expected disability in accordance with Section 8.61.
- B. Furnish the Board a statement from the attending physician specifying in the physician's opinion:

1. Any limitations on the performance of duties;
2. The probable date when the teacher will be significantly impaired in the performance of his duties; and
3. The probable length of time, if any, during which the teacher will be disabled from performing his work assignments.

C. Furnish the Board such other information as the Board shall determine, including the attending physician's release, to assure the safety and welfare of the teacher, students, and other employees.

8.42 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 required for a foreseeable disability.

8.43 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.

8.44 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.

## 8.5 Other Leaves

8.51 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:

- A. The past performance of the teacher;
- B. The staffing needs and other requirements of the District;
- C. The length of service of the teacher and the probability that the teacher will return to the service of the Board; and
- D. The purpose or purposes of the leave.

8.52 Hardship Leave. A leave of absence without pay shall be granted for not more than one year to any tenure 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.

8.53 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:

- A. The teacher shall notify the Board in accordance with Section 8.61.
- B. The leave may commence not earlier than two (2) weeks prior to the date the teacher assumes custody.
- C. The Board shall not be required to grant any such leave for more than one (1) year.
- D. 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 educational program, and the staffing requirements of the Board.

8.54 Child Care Leave. The Board shall grant a leave of absence without pay for purposes of child care in accordance with the following guidelines:

- A. The teacher shall notify the Board in accordance with Section 8.61.
- B. The Board shall not be required to grant any such leave for more than one (1) year.
- C. 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.

8.6 Leave Administration.

8.61 Notice. A teacher shall give the Board notice of his desire to be granted a leave as soon as the teacher is aware of his 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.

- 8.62 Verification. The teacher shall have the responsibility of verifying his eligibility for leave and any benefits due.
- 8.63 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 quit.
- 8.64 Reinstatement Rights. A teacher eligible to return from a leave of absence shall be appointed to the first vacancy for which he 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 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 is otherwise certified and qualified, subject to the rights of other teachers pursuant to Article 11 of this Agreement.
- 8.65 Early Termination. A leave pursuant to this Article shall not be terminated early without the prior permission of the Board.
- 8.7 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 professional responsibilities. The teacher shall be paid his regular compensation, without deduction of leave days, less any fees paid.

## ARTICLE 9

### COMPENSATION AND BENEFITS

#### 9.1 Compensation

9.11 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.

9.12 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:

- A. One-seventh (1/7) of his basic compensation for a Middle School teacher.
- B. One-fourth (1/4) of his basic compensation for a High School teacher.

9.13 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.

9.14 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.

- 9.15 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

9.81 Insurance Benefits. Each teacher shall be eligible to receive such fringe benefits as are set forth on Schedule "B".

9.82 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

11.21 Short-Term Layoff. A layoff of not more than thirty (30) work days 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.

11.22 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:

- A. 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.
- B. 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.

- C. 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, returned 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, the teacher shall be considered a voluntary quit and shall thereby terminate the teacher's individual employment contract and any other employment relationship with the Board.
- D. The obligation to rehire a teacher shall terminate twenty-four (24) 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 work week or work day.
  - C. Party means the Board or SMEA
  - D. Teacher means a member of the bargaining unit. Reference to male teachers shall include female teachers and all masculine pronouns shall refer to both males and females.
  - E. Special Teachers means teachers of elementary Art, Music (including vocal music and band), and Physical Education.
- 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

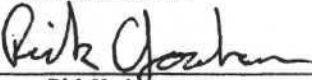
provisions herein.

- 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 term 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 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 as of August 16, 1997 and shall continue in effect until midnight, August 15, 2000. This Agreement shall not be extended orally and its expressly understood that it shall expire on the date and time indicated.

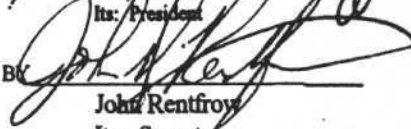
IN WITNESS WHEREOF, this Agreement is executed by the parties as of April 21, 1997.

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

BY   
Rick Yoakim  
Its: Chief Spokesperson/President TREA

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

BY   
Susan Schickendorff  
Its: President

BY   
John Rentfroy  
Its: Secretary

SCHEDULE "A"  
SALARY SCHEDULE - 1997-98

2.7%

	I	II	III	IV	V	VI
<u>Increment</u>	<u>BA</u>	<u>BA+20</u>	<u>MA or 35 hrs.</u>	<u>MA+10</u>	<u>MA+20</u>	<u>MA+30</u>
1	25,401	25,655	26,163	26,415	26,670	26,925
2	26,670	26,925	27,687	27,941	28,195	28,449
3	27,941	28,195	29,210	29,465	29,718	29,972
4	29,210	29,465	30,735	30,990	31,496	31,750
5	30,480	30,735	32,513	32,766	33,021	33,275
6		31,496	34,037	34,291	34,544	34,799
7		32,766	35,561	35,815	36,068	36,323
8		34,037	37,084	37,339	37,593	38,102
9		35,053	38,608	38,863	39,371	39,626
10		36,323	40,133	40,639	40,895	41,148
11		37,084	41,911	42,166	42,419	42,673
12			43,435	43,690	43,942	44,451
13			45,213	45,466	45,720	45,975
14				46,737	46,991	47,245
17th year:	\$750					
		22nd year:	\$900			
				27th year:	\$1,150	

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



SCHEDULE "A"  
SALARY SCHEDULE - 1998-99

2.9%

	I	II	III	IV	V	VI
<u>Increment</u>	<u>BA</u>	<u>BA+20</u>	<u>MA or 35 hrs.</u>	<u>MA+10</u>	<u>MA+20</u>	<u>MA+30</u>
1	26,138	26,399	26,922	27,181	27,443	27,706
2	27,443	27,706	28,490	28,751	29,013	29,274
3	28,751	29,013	30,057	30,319	30,580	30,841
4	30,057	30,319	31,626	31,889	32,409	32,671
5	31,364	31,626	33,456	33,716	33,979	34,240
6		32,409	35,024	35,285	35,546	35,808
7		33,716	36,592	36,854	37,114	37,376
8		35,024	38,159	38,422	38,683	39,207
9		36,070	39,728	39,990	40,513	40,775
10		37,376	41,297	41,818	42,081	42,341
11		38,159	43,126	43,389	43,649	43,911
12			44,695	44,957	45,216	45,740
13			46,524	46,785	47,046	47,308
14				48,092	48,354	48,615
17th year:	\$750					
22nd year:		\$900				
27th year:					\$1,150	

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

SCHEDULE "A"  
SALARY SCHEDULE - 1999-2000

\*3.25%

	I	II	III	IV	V	VI
<u>Increment</u>	<u>BA</u>	<u>BA+20</u>	<u>MA or 35 hrs.</u>	<u>MA+10</u>	<u>MA+20</u>	<u>MA+30</u>
1	26,987	27,257	27,797	28,064	28,335	28,606
2	28,335	28,606	29,416	29,685	29,956	30,225
3	29,685	29,956	31,034	31,304	31,574	31,843
4	31,034	31,304	32,654	32,925	33,462	33,733
5	32,383	32,654	34,543	34,812	35,083	35,353
6		33,462	36,162	36,432	36,701	36,972
7		34,812	37,781	38,052	38,320	38,591
8		36,162	39,399	39,671	39,940	40,481
9		37,242	41,019	41,290	41,830	42,100
10		38,591	42,639	43,177	43,449	43,717
11		39,399	44,528	44,799	45,068	45,338
12			46,149	46,418	46,686	47,227
13			48,036	48,306	48,575	48,846
14				49,655	49,926	50,195
17th year:	\$750					
22nd year:		\$900				
27th year:					\$1,150	

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

\*The 3.25% for 1999-2000 is based on the following:

1. The district's fund equity is at least \$900,000 at the conclusion of the 1998-99 fiscal year.
2. The district receives at least a 3% formula increase in 1999-2000.
3. The 1999-2000 fall K-12 blended count is not less than the 1998-99 fall blended count.

Otherwise: reverts to the percentage of the 1998-99 increase.

## SCHEDULE "B"

### FRINGE BENEFITS

#### Section 1. Insurance

- A. Health and Medical. Subject to the conditions set forth in this Schedule, each teacher shall have the right to elect one (1) of the following plans, namely:

PLAN A. The Employer shall provide without cost to each bargaining unit member MESSA Care I for a full twelve (12) month period for the bargaining unit member and his eligible dependents.

PLAN B. The Board will contribute to each teacher not electing Plan A\* a sum not to exceed the premium contribution for Self Only coverage for the purchase of one or more of the following options:

1. Short-term disability
2. Long-term disability (as applicable)
3. Group survivor income insurance
4. Term life insurance
5. Dependent life
6. Hospital indemnity
7. Basic term life insurance
8. Tax deferred annuity (MEFSA)\*\*

\*If a teacher and the teacher's spouse are both members of the bargaining unit, one may elect Plan A and the other Plan B but both may not elect Plan A.

\*\*Those teachers currently participating in a tax deferred annuity program may utilize monies

allowed under Plan B to be applied to their present annuity program.

- B. Dental. The Board agrees to pay the full premium costs of Delta Dental Plan C with 03 orthodontic rider (50%, \$1,000 lifetime maximum) for all teachers under contract, full or part-time.

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 Benefits

- 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.

<u>Assignment</u>	<u>1997-98</u>
Band Director	
Senior High	\$1,213
Middle School	
Vocal Music	
Senior High	\$ 589
Middle School	\$ 251
Department Heads	\$ 162
Plus/Teacher	\$ 88
Middle School Team Leaders	\$ 500
Yearbook	
Senior High	\$1,213
Guidance Director	\$ 823
Class Advisor - Senior	\$ 441
Class Advisor - Junior	\$ 625
Class Advisor - Sophomore	\$ 176
Class Advisor - Freshman	\$ 162



Play Production	
Spring Musical	\$ 316
Middle/Senior High Production	\$ 316
School Publications	
Senior High	\$1,213
Middle School	\$ 403
Forensics	\$ 316
Drill Team	\$ 316
Senior High Student Council	\$ 625
Middle School Student Council	\$ 494
National Honor Society	\$ 413
Senior High Intramural	\$ 331
Vocational Certificate	\$ 494
(will pay only if teaching in vocational area)	
SAE	\$ 316
DECA	\$ 494
Senior/Middle School Ski Club	\$ 176
*Spanish Club	\$ 176
*Debate Club	\$1,103
*Industrial Arts Club	\$ 331

*Purple Pride	\$ 316
*Art Club	\$ 176
Varsity Club	\$ 413
AV	\$ 667
Computer Consultant	\$ 667
Cadet Teaching	\$ 316
Lunchroom Supervisor	
Middle School	\$ 536
Elementary	\$ 413
Noon Hour Playground Supervisor Elementary	\$ 536
School Store (Middle School)	\$ 316
Science Club (High School)	\$ 176
Science Club (Middle School)	\$ 176
*French Club	\$ 176
Safety Patrol Sponsor	\$ 176
Sixth Grade Band Teacher	\$ 160
Science Olympiad (If not part of science club)	\$ 110
Quiz Bowl	\$ 110
Elementary Student Council	\$ 110

Other Board approved organizations/  
activities

§ 110

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:

1997-98	\$15.85/Hour
1998-99	\$16.20/Hour
1999-00	\$16.50/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.

\*Senior High only

School Nurse Increment Schedule:

	<u>1996-97</u>
1.	\$21,399
2.	\$21,949
3.	\$22,499

- 4. \$23,049
- 5. \$23,599

(Nurse's salary will increase at each step by the percentage increase of the teacher's salary schedule)

**THREE RIVERS COMMUNITY SCHOOLS  
1997-98 CALENDAR**

August 25	All Teacher Orientation
August 26	Full day for students
September 1	Labor Day
September 16	Staff Inservice
October 16	Half Day Students/Half Day* Inservice
October 17	No School
November 5	Half Day Students/Half Day P/T Conf. *
November 6	Half Day Students/Half Day Release Day* H.S. CTE in Afternoon
November 7	No School
November 27-28	Thanksgiving Recess
December 22- January 2	Winter Recess
January 16	Half Day Students/Half Day Records Day**
January 19	No School
February 16-17	Mid-Winter Break
February 27	Half Day Students/Half Day Release Day**

March 13 and 16	No School
April 6-10	Spring Recess
May 25	Memorial Day
June 11	Last Day of School - Half Day Students**/Full Day Staff

- \* Morning kindergarten in session; no school for afternoon kindergarten students.
- \*\* Afternoon kindergarten session reports in the morning; no school for morning kindergarten students.

181 Student Days/183 Staff Days

# LETTER OF UNDERSTANDING

Between

**THREE RIVERS COMMUNITY SCHOOLS**

and

**SOUTHWESTERN MICHIGAN EDUCATION  
ASSOCIATION/  
THREE RIVERS EDUCATION ASSOCIATION**

## **TRANSITION GUIDELINES: HANDICAPPED STUDENTS**

In order to assist handicapped students in making a successful transition from placement in special education classes only to both regular and special education classes pursuant to placement recommendations made by an Individualized Education Planning Committee, the following Transition Guidelines will be followed:

1. The building administrator will normally recommend the placement of an eligible student in the smallest available and appropriate regular education class except for good cause shown. Each of the teacher(s) into whose classroom(s) a student has been placed shall be invited to serve on the IEPC for the student.
2. When requested by the regular classroom teacher in whose class(es) an eligible student is placed, special training or consultant assistance relevant to the student's needs will be arranged for by the administration, provided, however, that no teacher shall be required to administer prescription drugs or to undertake certain procedures such as suctioning, catheterization or the like.

3. The responsible administrator shall make time available, as needed, for the regular classroom teacher to consult with special education staff primarily responsible for the special need student.
  
4. All members of an IEP committee shall have the right to reconvene the Committee for the purpose of reviewing and recommending revisions of the current Individualized Education Program if deemed appropriate, in accordance with procedures set forth in Michigan Special Education Rules.



**LETTER OF UNDERSTANDING**

**between**

**THREE RIVERS COMMUNITY SCHOOLS**

**and**

**SOUTHWESTERN MICHIGAN EDUCATION  
ASSOCIATION/  
THREE RIVERS EDUCATION ASSOCIATION**

**FRIDAY DISMISSAL TIME FOR ELEMENTARY  
TEACHERS**

It is mutually agreed that Friday dismissal time for elementary teachers needs to be consistent throughout the district. The Administration will work with the elementary teaching staff to ensure student safety and to satisfy Article 5.11D which, in the negotiated agreement, will allow elementary teachers to leave on Friday after students are dismissed for the day.

This addendum is placed in the contract as an information item only.

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

PERSONNEL ADMINISTRATION  
5145

QUALIFICATIONS OF CERTIFIED EMPLOYEES

1. DETERMINATION. The Board is vested with responsibility for selecting, assigning and transferring certified employees, including, but not limited to, the responsibility for determining qualifications pertaining to the retention of eligible teachers in the case of staff reduction or the recall of eligible teachers from lay off when vacancies occur, except as may be expressly limited by the provisions of an applicable collection bargaining agreement.
2. DEFINITIONS
  - 2.1 Eligible teacher means a certified teacher who the Board has determined is qualified to perform the duties of the position to which the teacher is or may be assigned.
  - 2.2 Certified teacher means a teacher who holds a valid elementary or secondary certificate, including requisite endorsements, or a permit or vocational authorization issued by the State Department of Education which authorizes the holder to teach or provide professional services at the level(s) or in the subject areas identified on the face of the certificate, permit or authorization.

2.3 Qualified teacher means a certified teacher who meets the requirements set forth hereafter:

A. Elementary (Kindergarten through Sixth)

1. Self-Contained Classroom. A valid elementary certificate.
2. Special Subjects. A valid elementary or K-12 certificate, including requisite endorsements, and a major in the special subject(s). For purposes of this provision, "Special Subjects" shall refer to art, music, physical education, reading consultant, special education, librarianship and guidance counseling.

B. Secondary (Seventh through Twelfth)

1. Grades 7-8. A valid elementary and secondary certificate, and
  - A. A major, minor or 15 semester hours in a planned program in the particular subject(s) or professional activity comprising the assignment, except that an elementary teacher shall be deemed qualified for an assignment in the teaching of reading in grade 7 and 8, or,
  - B. A minimum of five (5) years

of satisfactory teaching experience in the subject area(s) or professional activity comprising the assignment or at least two(2) years of such experience within the five (5) year period immediately preceding the determination date for assignment.

2. GRADES 9-12. A valid secondary certificate together with a major or minor in the particular subjects(s) or professional activity comprising the assignment, provided that such major(s) or minor(s) meet the minimum permanent North Central Accreditation standards then in affect.
3. EXCEPTIONS. When there is no employee qualified for an open "CORE" position in the seventh or eighth grades, according to the definition of qualifications in this policy, and there are employees on layoff, the most senior elementary teacher on layoff will be offered the opportunity to take two courses during the summer in the subject matter of the open position, tuition to be paid by the Board. Upon satisfactory completion of those courses, the teacher will be recalled to the open position.

A teacher offered such an opportunity will not lose either seniority or recall rights if he should choose not to accept the offer.

**\*Core subjects are Science/Health, Language Arts, Social Sciences and Mathematics.**

History: Adopted prior to January 1, 1978;  
amended January 16, 1978;  
amended April 19, 1983 (former  
Section 4.215); amended September  
22, 1992

Authority: GSL 380.1231  
GSL380.1300  
CBA with SMEA

Adopted \_\_\_\_\_, 1992

Cross References: \_\_\_\_\_  
Sec. Init.

