



Tri County Area Schools
Academics • Arts • Athletics • Achievement

MASTER AGREEMENT

**TRI COUNTY AREA SCHOOLS
BOARD OF EDUCATION**

AND

**TRI COUNTY EDUCATION
ASSOCIATION**

2013-2014

2014-2015

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Section 1.1

THE AGREEMENT

WHEREAS, the Tri County Education Association and the Tri County Area Schools' Board of Education have reached certain understandings which they desire to confirm in this agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

Section 1.2

RECOGNITION

- A. The Board hereby recognizes the Tri County Education Association, MEA-NEA, as the exclusive bargaining representative, as defined in Section 11, of Act 379, Public Acts of 1965, for all certificated professional personnel i.e., teachers, psychologists, social workers, counselors, speech therapists, and media specialists, employed by the Board of Education but specifically excluding pre-school teachers, substitute teachers, the Superintendents, Business Managers, Directors, Administrative Assistants, High School Principals, High School Assistant Principals, Middle School Principals, Middle School Assistant Principals, Elementary Coordinators, Elementary Supervisors and Elementary Principals or Elementary Assistant Principals now designated or to be designated, and all other district employees. The terms "employee" or "unit employee(s)" when used hereinafter shall refer to all employees represented by the Tri County Education Association in the bargaining or negotiating unit as above defined. The term "teacher" when used hereinafter shall refer to all certificated employees represented by the Tri County Education Association in the bargaining or negotiating unit as above defined who are subject to the Michigan Teacher's Tenure Act ("MTTA"). The term "ancillary staff" shall refer to the non-certificated employees represented by the Tri County Education Association who are not subject to the MTTA. The term "Board" shall include its officers and agents. The term "the district" shall refer to the Tri County Area Schools district.
- B. The Board agrees not to negotiate with or recognize any teachers' organization other than the Association for the duration of this Agreement.

Section 1.3

CONTINUITY OF OPERATIONS

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year, and the avoidance of disputes that threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this agreement. The Association, accordingly agrees that it will not, during the period of this agreement, directly or indirectly engage in or assist in any strike against the employer, as defined by the Public Employment Relations Act. (MCLA 423.201 et. seq.; MSA 17.455(1) et. seq.).

- B. The Employer and the Association agree that they will not, during the period of this Agreement, directly or indirectly, engage in or assist in any unfair labor practice as defined by the Public Employment Relations Act. The Employer also agrees that it will not lockout any bargaining unit member during the term of this Agreement or during any period during which a successor Agreement is being negotiated by the parties.

- C. Any instructional hours lost because of bad weather, or other "Act of God" type occurrence, in excess of the number of hours specified in the rules promulgated by the State Board of Education and/or State law, may be added to the end of the school calendar, at the discretion of the Board. These hours may be added anywhere in the school calendar by written mutual agreement between the Board and the Association. When school is closed for such hours, teachers will not be required to report.

Section 1.4

ASSOCIATION DUES, SERVICE FEES AND PAYROLL DEDUCTIONS

- A. Within thirty-five (35) days of the beginning of his/her employment hereunder, each employee will deliver to the Association his/her membership dues or will sign and deliver to the Association an assignment authorizing the deduction of his/her membership dues. The assignment form shall be provided by the Association. Such sum shall be deducted by the administration in ten installments and forwarded to the Association.

- B. The Board agrees to deduct, from the salaries of teachers, dues for Tri County Education Association, the Michigan Education Association and the National Education

Association, or a non-member's representation fee when voluntarily authorized in writing.

- C. Authorizations for deductions filed with the Superintendent on or before the 35th day after school opens, shall become effective with the first open payroll after the 35th day. Authorizations for deductions filed after the above time will not be honored.
- D. Dues authorizations, once filed with the Superintendent, shall continue in effect until a revocation form in writing and signed by the employee is filed with the Superintendent and the Treasurer of the Association. It is expressly understood that the Superintendent and the Board need only honor one authorization form per year per employee.
- E. The Association shall, on or before the first day of each school year, give written notification to the Superintendent of the amount of its dues and those of the MEA and NEA and the amount of the non-member's representation fee which are to be deducted in the coming school year under such authorizations. The amounts of deductions, as per said written notification, shall not be subject to change during the entire school year. It is expressly understood that the Board is not required to deduct any assessment under the terms of this section.
- F. For the purpose of this section, the term "school year" shall include the period beginning with the first teacher workday of school in the fall to the last teacher workday of school in the spring.
- G. Dues deductions shall be transmitted by the Superintendent to the Treasurer within 10 days after all deductions are made. The Tri County Education Association shall be responsible for disbursements of MEA and NEA dues paid to it, to the Treasurers of those organizations.
- H. All refunds claimed for deductions under such dues authorizations shall lie solely with the Associations. The Association agrees to reimburse any employee for the amount of any deduction deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction and agrees to hold the Board harmless from all claim of excessive deductions.

- I. Any dispute between the Tri County Education Association and the Board which may arise as to whether or not any employee properly executed or properly revoked an authorization card pursuant to this Section shall be reviewed with the employee by a representative of the Board. Until the matter is disposed of, no further deductions shall be made. The Board assumes no liability for the authenticity, execution or revocation of the authorization form.

- J. Upon annual 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 for MEA Financial Services' MEA-Sponsored Programs (Tax-Deferred Annuities, Auto Insurance, Homeowner's Insurance, etc.), MESSA Programs not fully employer-paid, any financial institution of the bargaining unit member's choice, credit union, savings bonds, charitable donations, MEA-PAC/NEA-PAC contributions or any other plans or programs jointly approved by the Association and employer. Also, deductions and appropriate remittance shall be made to any annuity program the bargaining unit member chooses.

Section 1.5

FINANCIAL RESPONSIBILITY

- A. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty-five (35) days from the date of commencement of teaching duties, shall, as a condition of continued employment, pay as a Representation Benefit Fee to the Association an amount equal to the professional dues of the Association, such payment to be made within (35) thirty-five days of commencement of teaching duties. Provided, however, that the teacher may authorize payroll deduction.

- B. In the event that neither of the provisions of Section 1.4 Paragraph A or Section 1.5 Paragraph A are met, the Board, upon receiving a written and signed complaint from the Association indicating the teacher has failed to comply with either condition, the Board and Association shall meet with the teacher and advise the teacher of the obligations of this Article, and shall inform the teacher that failure to comply could lead to the termination of employment. The Board shall immediately notify said teacher his/her

services shall be discontinued at the end of the then current semester unless prior to employing or recalling a replacement teacher, the Board of Education shall receive written notification from the Association and the Teacher that the dues or non-member's representation fee have been paid in full and that said complaint has been withdrawn. It is expressly understood that in the event the Board of Education shall hire a new teacher or recall a teacher to replace a probationary teacher whose services have been discontinued under the terms of this section, then in that event, neither the Association nor the teacher shall have a right to withdraw said complaint, it being recognized by the Association and any teacher employed under the terms of this contract that the Board has a reasonable right to proceed to replace a teacher against whom charges have been filed under the terms of this section. The refusal of a teacher to contribute fairly to the cost of negotiation and administration of this and subsequent agreements is recognized by the Association and the Board of Education as just and reasonable cause and/or a reason that is not arbitrary or capricious for the termination of employment.

- C. In the event that (a) any revenue is conditioned upon compliance with 2012 pa 349 (b) any penalty is assessed as a result of the district entering into this agreement or (c) the State of Michigan, as a condition to approving any deficit elimination plan proposed by the district requires rescission or modification of this agreement, then this agreement shall be amended in a manner that is narrowly-tailored to achieve the goal(s) of maximizing the district's receipt of all otherwise available revenues avoiding such penalty (or penalties), and/or securing such approval.

- D. The Association will save the Board harmless from any and all costs including witnesses and attorney fees or other incidental cost of prosecution or defense or any liability resulting from the prosecution or defense of any action claimed or otherwise to which the Board of Education may be liable by virtue of enforcing the provisions of this section. The Association further agrees to indemnify the Board for any costs or damages which may be assessed against the Board as the result of said suit or action, subject however, to the following conditions:
 - 1. The Association, after consultation with the Board, has the right

to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the action or the defense which may be assessed against the Board by any court or tribunal. The Association will make this decision within 15 days after notification of action.

2. The Association has the right to choose the legal counsel to defend any suit or action contingent on the above provisions.
3. The Association shall have the right to compromise or settle any claims made against the Board under this section.

Section 1.6

SCHOOL YEAR

- A. The salary schedule is based upon the normal teaching load, as hereinafter defined, based upon the school year as defined in the school calendar, Appendix C-1.
- B. School days are considered to be Monday through Friday unless a holiday, designated on the school calendar, should happen to fall during that period. In that case, that holiday is not considered a school day.
- C. If during the term of this contract it should become law that the school year be lengthened, thereby increasing the number of teacher workdays any additional work days shall be compensated at a rate of 1/teacher attendance day's of current gross salary on a per diem basis.

Section 1.7

GRIEVANCE PROCEDURE

- A. A claim by an employee or group of employees that there has been a violation, misinterpretation or misapplication of any provision of this Agreement and/or written personnel policies directly applicable to wages, hours or conditions of employment adopted by the Board may be processed as a grievance as hereinafter provided, excluding subjects which are prohibited under PERA.

- B. The Association shall maintain a Grievance Committee for the purpose stipulated in Paragraph F of this Section. In the event that members of the Grievance Committee are a party in interest to any grievance they shall disqualify themselves.
- C. The number of days indicated at each step of the Grievance Procedure are business days, excluding days school is not in session, should be considered as maximum, and every effort should be made to expedite the grievance process. Any time limit may be extended by mutual consent.
- D. The failure of an aggrieved person or the Association to proceed from one step of the Grievance Procedure to the next step within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.
- E. The failure of an Administrator to communicate the decision to the grievant within the specified time limits shall permit the grievant and/or grievants to proceed to the next step in the Grievance Procedure.
- F. In the handling and processing of a grievance the following procedure shall apply:

STEP ONE

Within twenty (20) days of the date a grievance occurs, the grievant shall discuss the grievance with his/her immediate supervisor individually, together with the Association Building Representative and/or through another official Association Representative with the object of resolving the matter informally. Within five (5) days after discussion of the grievance, the administrator or a designee shall give the disposition orally to the grievant, together with the Association Building Representative.

STEP TWO

If the grievance is not resolved informally, the grievant shall, within five (5) days of receipt of the administrator's disposition, submit to the administrator a signed written grievance. Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant or grievants;
2. It shall be specific;
3. It shall contain a synopsis of the facts giving rise to the alleged violation;

4. It shall cite the section or subsections of this contract alleged to have been violated;
5. It shall contain the date of the alleged violation; and
6. It shall specify the relief requested.

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitation hereinafter set forth.

The administrator or a designee shall give the grievant an answer in writing no later than five (5) days after receipt of the written grievance.

STEP THREE

If the grievance is not resolved at Step Two, the grievant shall transmit the grievance to the Association's Grievance Committee. Within twelve (12) days of the date of disposition at Step Two, the Grievance Committee shall consider the merit of the grievance and in the event it is considered meritorious, shall process the claim with the Superintendent or his designee. If the Grievance Committee determines the grievance to be without merit, it shall notify the claimant and the claimant may continue to process the claim without Association support within the same twelve (12) day time period.

Within twelve (12) days of receipt of the grievance, the Superintendent or his/her designee shall meet with the grievant and his/her Association Representative. A written answer shall be given within five (5) days after such meeting.

STEP FOUR

If the grievance remains unresolved at the conclusion of Step Three, it may be submitted for binding arbitration at the request of the Association, provided written notice of the request for submission to arbitration is delivered to the Board and the American Arbitration Association within twenty (20) days after the date of decision under Step Three. Following the written notice of request for submission to binding arbitration, the arbitrator will be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration hearing.

The fees and expenses of the Arbitrator shall be borne by the party ruled against by the Arbitrator. In the event of a "split" award the arbitrator shall determine the percentage of his/her fees and expenses to be paid by each party in approximately the same proportion of the "split" award. In the event the arbitration process is canceled, the party requesting the cancellation shall pay the cancellation fee, if any is required. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

G. POWERS OF THE ARBITRATOR

It shall be the function of arbitrators, and they shall be empowered, except as their powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific sections of this Agreement.

1. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 2. The arbitrator shall have no power to establish or alter salary schedules.
 3. The arbitrator's powers shall be limited to deciding whether the Board has violated the express sections of this Agreement, or policies as defined in Paragraph A of this Section, excluding all prohibited subjects.
- H. Both parties agree to be bound by the decision of the arbitrator and agree that either party may enter judgment thereon in any court of competent jurisdiction.
- I. **Miscellaneous**
1. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its responsibilities, subject to the final decision of the grievance.
 2. No reprisals of any kind shall be taken by or against any party of Interest or any participant in the grievance procedure by reason of such participation.
 3. All documents, communications, or records dealing with a grievance shall be filed separately from the personnel files of the participants.
 4. Access shall be made available to records of all information that is not privileged and used in the determination and processing of the grievance.
 5. No grievance shall be filed for or by any unit employee after the effective date of his/her resignation.
 6. Any grievance filed during the life of this Agreement shall be processed through the steps of this procedure regardless of whether such time required may go beyond the expiration date of this document.
 7. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall be processed.
 8. It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).
 9. Individual unit employees shall not have the right to process a grievance beyond Step Three.
 10. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a grievant and/or a participating

Association Representatives are to be at their assigned duty stations.

11. The Association shall have no right to initiate a grievance involving the right of an employee or group of employees without his/her or their expressed written approval.
12. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent.
13. Where no wage loss, complained of, has been caused by the action of the Board, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
14. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than twenty (20) days prior to the date on which the grievance is filed.
15. Discharge of a probationary teacher shall not be subject to the grievance Procedure.
16. Discharge from a schedule B position shall not be subject to the grievance procedure.
17. Prohibited subjects shall not be subject to the grievance procedure.

Section 1.8

NEGOTIATIONS

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

- B. Negotiations for a new agreement will be opened by mutual consent but in no event later than March 1 in the final year of this agreement, provided, the Association has been recognized by the Board as still representing a majority of the unit employees covered in this Agreement.
- C. An electronic copy of the Agreement shall be provided at the expense of the Board and presented to all bargaining unit members through a district provided email account, to members now employed or hereafter employed under the terms of this agreement, within thirty (30) days of ratification by both parties. Members needing to obtain a hardcopy may make arrangements through the Administrative Offices.
- D. The parties agree to reopen this agreement to negotiate subsequent legislation which affects the District's ability to qualify for maximum state funding or to negotiate the impact of PPACA on the District's costs or this agreement.

Section 1.9

SCHOOL CALENDAR

- A. The parties agree that the school calendar is negotiable including length of the work year, workday, make-up days, holidays, vacations, scheduling of state required professional development, and further agree that the school calendar shall be set forth in Appendix C. The Board may replace full-days with partial-days in this calendar by written mutual agreement with the Association. Any deviation shall be by mutual written consent.

Section 1.10

SEPARABILITY

- A. This agreement supersedes any rules, regulations, or practices of the Board that shall be contrary to its terms. It shall likewise supersede any contrary terms in individual contracts that shall be issued under its terms. Excluding prohibited subjects, all future individual contracts with unit employees shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered a part of Board Policy.
- B. If any provision of this Agreement or application of this Agreement to any

bargaining unit member or employee or group of bargaining unit members or employees is held to be contrary to law then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

Section 1.11

SUB-CONTRACTING

- A. The Employer agrees that supervisors or non-unit personnel shall not be used at any time to displace bargaining unit members regularly employed in the bargaining unit, except in emergencies when bargaining unit members are not available or have refused to do the work as assigned except in cases where unsafe conditions are being charged by a bargaining unit member. For purposes of this provision, an emergency shall be defined as an unforeseen circumstance or a combination of circumstances that call for immediate action in a situation that is not expected to recur.

Section 2.1

BOARD RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the district hereby retains and reserves unto itself, without limitation all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:
1. To the extent management and administrative control of the school system and its properties and facilities, and the activities of its employees in the performance of their duties;
 2. To hire all employees and, subject to the provisions of the law, to determine their qualifications and the conditions of their continued employment, or their dismissal or demotion, and to promote and transfer all such employees;
 3. To establish grades and sources of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;

4. To decide upon the means and methods of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, and adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to such extent as such specific and express terms hereof are in conformance with the Constitution and law of the State of Michigan and the United States.
- C. The exercise of rights pursuant to section 15(4) of PERA. (MCL 423.215)

Section 2.2

BARGAINING UNIT MEMBER RIGHTS AND PROTECTION

- A. Pursuant to the Michigan Public Employment Relations Act, as amended, MCLA 423.201 et. seq.; MSA 17.455(1) et. seq. (PERA), the Employer hereby agrees that every bargaining unit member shall have the right to organize freely, join, and support the Association and to engage in lawful concerted activities for the purposes of collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly-elected body, exercising governmental power under color of law of the State of Michigan, the Employer undertakes and agrees that it will not directly, or indirectly, discourage or deprive or coerce any bargaining unit member in the enjoyment of any rights conferred by PERA or other laws of Michigan, or the United States of America, or the Constitutions of Michigan and the United States of America; that it will not discriminate against any bargaining unit member with respect to hours, wages, or any terms or conditions of employment by reason for his/her membership in the Association/ his/her participation in any activities of the Association or collective negotiations with the Employer, his/her institution of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment. No bargaining unit member shall be prevented from wearing insignia, pins, or other identification of membership in the Association at any time by the Employer.

- B. Nothing contained within this Agreement shall be construed to deny or restrict to any bargaining unit member rights he/she may have under the Michigan General School Laws or other applicable State or Federal laws or regulations.
- C. The bargaining unit members shall be entitled to full rights of citizenship, and no religious or political activities of any bargaining unit member or lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such bargaining unit member.
- D. The Employer agrees that it will in no way discriminate against or between bargaining unit members covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, physical characteristics or handicap, or place of residence.
- E. No ancillary staff member shall be disciplined without just cause. The term "discipline" as used in this Agreement includes written reprimand, suspension, or discharge. The specific grounds or disciplinary action will be presented in writing to the ancillary staff member and the Association no later than at the time discipline is imposed.
- F. Before any meeting is called from which disciplinary action may result, the unit employee shall be notified and shall be entitled to have present an Association Representative. If an Association Representative is requested to be present, no longer than five (5) teacher attendance days may lapse before such meeting is held.
- G. A bargaining unit member has the right to review his/her personnel file. Confidential credentials and related personal references obtained at the time of initial employment are specifically exempted from such review. An Association Representative of the employee's choosing may accompany the employee in such review, which shall be made in the presence of a person designated by the Superintendent. Each personnel file shall have a record (non-retroactive) of who reviewed the file, the reason for the review and the date on which the file was reviewed. The Superintendent only is exempt from the above recording requirements.

- H. No adversely critical material originating after original employment of the bargaining unit member will be placed in his/her personnel file, unless the bargaining unit member may submit written comments regarding any material, and the same shall be attached to the file copy of the material in question. If the bargaining unit member believes that material to be placed in his/her file is false, irrelevant to employment, or in error, he/she may utilize the Grievance Procedure contained elsewhere in this Agreement to modify or remove such adversely critical material.
- I. Any case of assault upon a bargaining unit member shall be promptly reported to the Employer. The Employer shall promptly render all reasonable assistance to the bargaining unit member, when possible to prevent injury.
- J. The Board will provide, for bargaining unit member review, at least one copy of the State and Federal laws relating to Special Education Programs and Services provided such material is received by the Board.

Section 2.3 **VACANCIES, PROMOTIONS AND TRANSFERS**

- A. Whenever any vacancy in any professional position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association and to any unit employee who has filed a request for transfer with the Superintendent and is certified and qualified for the position. The Board shall also provide for appropriate posting in every school building. No vacancy shall be filled, except on a temporary basis, until such vacancy has been posted at least ten (10) calendar days.
- B. Any unit employee may apply for such vacancy provided he/she is qualified for the position. The Board agrees to give due weight to the professional background and attainments of all ancillary staff applicants, their professional experience, the length of time each has been in the school system, and other relevant factors the Board may specify.
- C. Any unit employee promoted or transferred to a supervisory or executive position shall be entitled to the same rights as other teachers, under existing agreements, should he/she later return to teacher status.

- D. A vacancy shall be defined as a position, which has been authorized to be filled by the Board, that is presently unfilled, currently filled but will be open in the near future or is newly established.

Section 2.4

ASSOCIATION RIGHTS

- A. The Tri County Education Association shall have the same rights as other groups to use the school facilities at reasonable hours and dates outside of the regular school day, provided such use does not interfere with other scheduled school activities and subject to the assignment of the building principal. No charge shall be made for the use of the school before the commencement of the regular school day nor until 6:00 p.m. After 6:00 p.m. the Board of Education shall charge for these facilities, \$10.00 per hour and the Association will be responsible for its own clean-up. It is further understood that these facilities are subject to Board of Education policy prohibiting the use of liquor and that all use of the building will cease by 11:00 p.m., local time, unless special permission has been granted by the school administrator to exceed that hour.
- B. The Association shall have the right to use school equipment such as computers, duplicating equipment, calculating machines and school owned audio visual equipment, provided this use does not interfere with regular school use. The Association shall provide all of its own consumable supplies incidental to such use. It is understood that the Association will not utilize school clerical personnel to process Association business.
- C. The designated representatives of the Association shall be permitted to transact official Association business on school property before and after the normal school day and during the noon period provided that this shall not interfere with or disrupt normal school activities. The Association shall have the right to post notices of its activities and meetings in the Teachers' Lounge of each building and the mail boxes located in each building may be used for dissemination of information regarding Association activities. No unit employee shall be prevented from wearing insignia, pins, or other commonly accepted identification of membership in the Association either on or off school premises.

- D. The Board agrees to furnish the Association access to all available information concerning the financial resources of the district, tentative budgetary requirements and allocations, and such other information as will assist the Association in developing intelligent, accurate, informed, reasonable, and constructive proposals on the behalf of the teachers. Such requests shall be in writing, stating the specific information desired and the reasons for requesting such information. The access will be granted during normal office hours, or at such other times as may be mutually agreed upon. The responsibility of copying or recording desired information shall be the Association's. Under no circumstances shall records or documents be taken from their normal area of safekeeping. Further, the Association may examine any public records at the Board of Education office under the above conditions. It is further agreed that requests by the Association will be in good faith and will not be arbitrary, capricious, or intended to harass. The Association may have access to records that may be necessary to process any grievance or complaint, provided that the grievant or complainant has authorized, in writing, the Association to act in his/her behalf.
- E. The Association shall be advised, during the period of negotiations, of fiscal budgetary and tax programs affecting the district upon written request. The Association, whenever feasible, shall have the opportunity to consult with the Board's representative with respect thereto, prior to general publication.

Section 2.5

ANCILLARY STAFF EVALUATION AND PROGRESS

- A. Ancillary staff performance shall be evaluated in light of all evidence pertinent to the discharge of the ancillary staff's professional responsibilities and his/her exercise of professional judgment
- B. All monitoring or observation of the work performance of ancillary staff will be conducted openly and with full view of the ancillary staff member. Ancillary staff reports shall be provided in accordance with District's published evaluation guidelines.
- C. Ancillary staff who have not satisfactorily completed a probationary period in another Michigan Public School District shall serve a four (4) year probationary period if they began

employment with the Tri County Area Schools prior to or on July 19, 2011, and a five year probationary period if employment began after such date.

- D. Ancillary staff who have satisfactorily completed a probationary period in another Michigan Public School District shall serve a two (2) year probationary period.
- E. Probationary Ancillary staff shall be observed as follows:
 - 1. Probationary ancillary staff shall receive an individual development plan by December 15 of each year of their employment. Any IDP will include any concerns of unsatisfactory (i.e. ineffective) work performance, including specific ways in which the ancillary staff is to improve and include the type of assistance that the administrator is providing. (Note: moved here from 2.5F)
 - 2. A final year-end performance appraisal shall be provided ancillary staff not later than April 15.
 - 3. The above dates shall be adjusted for probationary ancillary staff hired after the beginning of the school year (the anniversary year rule).
- F. Non-probationary ancillary staff shall be observed and evaluated in writing at least with the final year-end evaluation based on at least two (2) observations and completed no later than May 15th. If an administrator believes ancillary staff is doing unacceptable (i.e. ineffective) work, the reasons therefore shall be set forth in specific terms as shall an identification of the specific ways in which the ancillary staff is to improve and the assistance with attaining said improvement to be given by the administrator.
- G. Ancillary staff who works in more than one building on a regular basis shall receive an observation by each principal in whose building he/she works and an official evaluation completed by an assigned evaluator, designated by the Superintendent of Schools, shall be placed in the ancillary staff's file.
- H. Distribution of the written observation and evaluation reports shall be: original to the ancillary staff personnel file, a copy to the ancillary staff, a copy to the Building Principal, and a copy to the Association President, if the ancillary staff requests in writing that the Association is to receive a copy.
- I. All evaluations shall provide an overall rating using the following multiple ratings: Highly

Effective, Effective, Minimally Effective or Ineffective. Any unsatisfactory-(i.e. ineffective) evaluation of an ancillary staff member's performance asserted by the Board or any agent or representative thereof will not be subject to the Grievance Procedure hereinafter set forth; that nothing contained herein will deprive the Board of any rights granted under the Michigan Teacher Tenure Act.

- J. Formal complaints regarding an ancillary staff member made to the Board or an administrator, which may be considered in the evaluation of an ancillary staff member, will be promptly called to the attention of the ancillary staff member. No complaint will fall under, or be given undue consideration within the terms of this Section, unless the nature and source of the complaint are specified in writing.
- K. An ancillary staff member has the right to review his/her own personnel file. Confidential credentials and related personal references obtained at the time of initial employment are specifically exempted from such review. An Association representative may accompany the ancillary staff member in such review, which shall be made in the presence of a person designated by the Superintendent.
- L. No adversely critical material originating after original employment of the ancillary staff member will be placed in his/her personnel file, unless the ancillary staff member has had an opportunity to review the material. The ancillary staff member may submit written comments regarding any material, and the same shall be attached to the file copy of the material in question. If the ancillary staff member believes that material to be placed in his/her file is inappropriate or in error, he/she may utilize the Grievance Procedure contained elsewhere in this Agreement to modify or remove such adversely critical material.
- M. If an ancillary staff member is asked to sign any material to be placed in his/her file, such signature shall be understood to indicate his/her awareness of the material; not agreement with the content of the material.

Section 2.6

SENIORITY, REDUCTIONS IN PERSONNEL, AND RECALL

- A. Seniority shall be defined as length of service within the bargaining unit, as a teacher, as of the teacher's first day of work.

1. Service in the district prior to the 1980-81 school year shall be in accordance with the 1979-80 seniority list, as finally determined through arbitration (MERC Case #80-95).
 2. In the circumstances of more than one individual beginning employment on the same date, all individuals so affected will participate in a drawing to determine position on the seniority list. The Association and teacher(s) affected will be notified in writing of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place which will reasonably allow affected teachers and Association Representatives to be in attendance.
 3. A seniority list shall be prepared and distributed by the Board to each member of the bargaining unit no later than September 30th of each school year.
 4. Commencing with the 1982-83 school year, any new employee or rehire who works part-time or any current full-time employee who chooses to accept a part-time assignment shall earn seniority credit on a pro rata basis. (e.g., a part-time teacher working half-days will receive only a half-year seniority credit for a full year's work.)
 5. An employee earning part-time seniority and whose seniority has become equal to that of a full-time employee or a cluster of employees, where their order of seniority has already been determined by the drawing, shall become the least senior employee in the group. In the event that more than one part-time employee is affected, then a drawing must be held to determine the order of their seniority. Under no circumstances shall the part-time employee have greater seniority than a person at his/her seniority level who is working full-time.
- B. Seniority shall accrue for teachers on various forms of leave as determined by this Agreement.
- C. In the event of a need to lay off ancillary staff personnel, the order of such reduction will be as follows:
- a. Seniority
 - b. Certification/Qualified
- D. If for any reason the Board anticipates a reduction of staff for the following school year, it shall, prior to taking formal action, consult with the Association to receive

recommendations regarding priorities and procedures to be followed.

- E. In the event it becomes necessary to reduce the number of ancillary staff through layoff of employment or eliminate or consolidate position(s), the Board shall determine the order of layoff provided, however, such action shall not be contrary to Paragraph C. The Board shall give written notice of layoff to the individual no later than the Friday after the 1st Monday in May.
- F. All unit employees notified of layoff for the following school year shall not lose their fringe benefits or salary over the summer months afforded them under this Agreement and individual or supplemental employment contracts.
- G. A laid off unit employee who draws unemployment benefits during the summer and is called back to work prior to the first teacher workday will be required to have their salary reduced by two-thirds (2/3) of the unemployment benefits received. The teacher must select one of the following choices after the district's receipt of the MESC statement. Response in writing of the teacher's selection must be returned within two (2) calendar weeks of notice from the district:
 - 1. By scheduled payments through remainder of the calendar year (December 23rd), if possible.
 - 2. Scheduled payments through the remainder of the contract year.

Section 2.7

PROFESSIONAL DEVELOPMENT EDUCATION

- A. The Board may provide professional development for all unit employees. Professional development shall include the input of administrators and unit employees as part of the planning. Any district wide development shall be a part of the school calendar.

Section 2.8

SCHOOL IMPROVEMENT

- A. The Board and the Association encourage and support the concept of continued school improvement efforts designed to assist the school district to reach its mission.

- B. School Improvement committees shall work collaboratively on solving building concerns. Further participation in these committees shall be voluntary on the part of the association members.

- C. The Board and the Association agree that the Master Agreement will remain in effect for employees who participate in school improvement activities. However, the two parties recognize that the process may produce innovative proposals that could call for new contract interpretation and application.

- D. The building level site-based decision making committee will establish its own meeting schedule. Such meetings may take place during the regular workday; employees who are members of these committees will be released from their regular duties without loss of pay.

Section 3.1 STUDENT DISCIPLINE AND UNIT EMPLOYEE PROTECTION

- A. Since the unit employee's authority and effectiveness in his/her classroom is undermined when students discover there is insufficient backing and support of unit employees, the Board recognizes its responsibility to give all reasonable support and assistance to unit employees with respect to maintenance and control of discipline within the classroom, within the framework of Board Policy. The Board further recognizes that classroom difficulties can be caused by disruptive students. Whenever it appears that a particular pupil requires the attention of special personnel, not available within the school staff, the Board will take reasonable steps to secure the services of such specialists for the child or will take reasonable steps, within the framework of the law, to relieve the unit employee of the responsibilities with respect to such pupils.

- B. A unit employee may exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the unit employee will

furnish the principal, as promptly as his/her employment obligations will allow, a written statement of the incident.

- C. Any case of assault upon a unit employee shall be promptly reported to the Board or its designated representative in writing. The Board will advise the unit employee of his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the unit employee in connection with handling of the incident by law enforcement and judicial authorities.
- D. The Board shall promulgate rules and regulations setting for the procedures to be utilized in disciplining, suspending or expelling students for misbehavior. Such rules and regulations shall be made available to the Board to students, unit employees, and parents at the commencement of each school year.
- E. Any complaints by a parent or guardian of a student, directed toward a unit employee shall be called to the unit employee's attention provided the complaints are repetitive and of the same nature.
- F. No ancillary staff member shall be given an unsatisfactory evaluation, transferred in assignment, disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.

Section 3.2

INSTRUCTIONAL MATERIALS

- A. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The Board encourages the formation of committees to study curriculum requirements and to study and recommend to the Board suitable lists of instructional materials needed to meet curriculum requirements. It is agreed that the recommendations of said committees shall be seriously considered and acted upon by the Board.

- B. The Board and the Association mutually recognize the importance of adequate teaching materials. The Board encourages teachers to request such materials. Teachers will be notified as to the disposition of all requisitions that are properly submitted.

Section 3.3

FACILITIES

- A. The Association recognizes that telephone facilities in the schools are primarily business phones and are intended for the expressed purpose of facilitating the educational process. Telephone facilities shall be made available to unit employees, for use other than on school business, at reasonable times taking the following factors into consideration:
1. School business use at any convenient time when buildings are open.
 2. Personal use of the telephone, cell phones or computers should be confined to before and after school, during the noon hour or recess periods, or during unassigned time except under emergency conditions. Use of technology will follow the district's Acceptable Use Policy.
 3. Unit employees should discourage incoming personal calls unless they are of an emergency nature. Unit employees will not be called from classrooms or other assigned duty areas for personal incoming calls unless the caller can demonstrate an emergency exists.

Section 3.4

TEACHING HOURS

- A. It is recognized that the responsibilities of a teacher may entail duties other than those performed in the school building during normal school hours. Essentially, however, the normal school hours consist of no more than seven and one-half (7½) hours per day including lunch.
- B. A teacher's normal school hours shall include the following:
1. Secondary teachers with 6 or more unassigned preparation periods per week (including team time) and elementary teachers with 350 or more unassigned minutes per week (excluding lunch):
 - a. Check in no later than 15 minutes prior to the beginning of classes in the secondary buildings, and no later than 15 minutes prior to the beginning of classes in the elementary buildings. At assigned stations no later than 5 minutes prior to the beginning of classes in all buildings.

- b. Teachers may leave school no earlier than 15 minutes after the close of classes in the secondary buildings, and no earlier than 15 minutes after the close of classes in the elementary buildings, unless authorized to do so by the building principal. Fridays and the day before a recess the staff may leave as soon as the buses leave.
2. Secondary with less than 6 unassigned preparation periods per week and elementary teacher with less than 350 unassigned minutes per week (excluding lunch):
 - a. Check in no later than 10 minutes prior to and at stations no later than 5 minutes prior to the beginning of school.
 - b. Teachers may leave school no earlier than 10 minutes after school dismisses.
3. PLC's will be determined by administration and will meet using the following timelines per month. With a minimum of 30 minutes per meeting, and a minimum of 2 times per month, not to be in the same week. The meetings will be held before or after the teacher workday.

September 2 Hours

October 2 Hours

November 2 Hours

December 1 Hour

January 2 Hours

February 2 Hours

March 2 Hours

April 2 Hours

May 1 Hour

4. The building principal and his/her staff shall determine one (1) day per month that may be used for meetings. These meetings shall last no longer than one (1) hour after student dismissal. Attendance at no more than one (1) such meeting per month shall be required of any teacher. In the event that meetings for special education teachers, for information/training etc., become necessary, attendance will be required and will be compensated in accordance to the section in schedule B. High School and Middle School meetings will be scheduled after student dismissal. Elementary meetings will be scheduled after their student dismissal. In the event that it is necessary to have both groups together, i.e. for guest speakers or joint decisions etc., the meetings will be scheduled as such so as both groups can meet together. Notification of meetings shall be given three (3) teacher attendance days in advance.
 5. Hours of kindergarten teachers and all part-time teachers shall be fixed by the appropriate principal at the beginning of each year, or at the beginning of the second semester should the situation warrant. Wages will be prorated according to Appendix A. Part-time teachers who are asked to work beyond their normal school hours (i.e. I.E.P.C.'s, Kindergarten Round-up, parent-teacher conferences, etc.) shall be compensated at the teacher's hourly rate. The teacher's hourly rate shall be determined in the following manner:

$$\frac{\text{Contracted Annual Salary}}{\text{Teacher Attendance Days} \times \text{Normal School Hours}} = \text{Hourly Rate}$$

6. Other professional responsibilities include correcting papers, planning for instruction, and parent-teacher conferences, and shall be considered a part of the normal teacher responsibilities. Class, club and organization sponsors shall be responsible for chaperoning the activities of their particular class, club, or organization.
7. The administration shall make every effort possible to schedule I.E.P.C.'s during the normal school day. Association members who are involved with these meetings will be released from their regular duties without loss of pay. In the event such meetings cannot be scheduled during the normal school day and an association member must return at a time outside of the normal school day or be required to stay more than ½ hour past the end of the normal day, the association member shall select the option of either being compensated with one (1) hour of comp time or receive the teacher's hourly rate of compensation (as determined in paragraph-5of this section).
8. For meetings mandated by Federal Law, i.e. I.E.P.C.'s, MET's, etc. Teachers will not be required to attend more than 70 minutes per week, on their preparation periods. If more than 70 minutes per week on their preparation time is needed, teachers may earn comp time for additional time used. If the IEP extends into lunch time the teacher will be allowed their lunch immediately following the conclusion of the IEP.
9. Zero and 7th hours see Appendix F.
10. For a Secondary Trimester Schedule
 - Half days for teaching staff will be two teaching hours.
 - a. Ex: Morning off – Teachers with 1st, 2nd, or 3rd hour prep would return before 4th hour. Teachers with 4th or 5th hour prep would return before 3rd hour.
 - b. Ex: Afternoon off – Teachers with 1st or 2nd hour prep would leave after 3rd hour. Teachers with 3rd, 4th, or 5th hour prep would leave after 2nd hour.
 - c. Non-teaching EA members half days would be at the exact half of the teacher's normal school hours.

Section 3.5

TEACHING CONDITIONS

- A. The Board pledges to continue its efforts to make adequate lunchrooms, rest room, and lavatory facilities available as well as a lounge areas included in new structures and in additions to existing structures where such facilities do not already exist.

- B. Parking areas shall be made available to unit employees during school hours.
- C. A copy of all Board of Education Policies shall be made available in each building. The Association shall be provided with a copy for its official use upon request. In addition, upon receipt of a written request to the administration, any individual unit employee will be provided with his/her own personal copy.
- D. Unit employees must be informed of a telephone number that they must call at least one and one-half (1½) hours before students are scheduled to begin classes in their building to report unavailability for work. Failure of a teacher to call in such notice may result in disciplinary action. Once a teacher has reported, it shall be the responsibility of the Board or its designated representative to arrange for a substitute.
- E. A unit employee may be released from regular duties without loss of salary and/or sick day allowance to attend professional meetings that are of interest to the unit employee, and relevant to the teaching profession, subject to the prior approval of the Superintendent. A unit employee may be liable for the deduction of pay, for the period involved, should he/she be released for such a purpose and then fail to attend the meeting.
- F. A unit employee who becomes aware of a possible safety hazard within the school building or on the school premises, shall take precautionary action, and inform the building principal or Superintendent in writing. The Administration shall investigate as expeditiously as possible and take appropriate action.

Section 3.6

CLASS SIZE

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

B. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size shall not exceed the following maximum standards except where the Association has agreed in writing to exceed these maxima.

1. Elementary	Maxima Per <u>Class</u>
Resource Room/Special Education	State Code
Grades K-3	27
Grades 4-5	29

2. Secondary (Including Grade 6)	Maxima Per <u>Class</u>
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Class size at a maximum of 29 (excluding performance groups such as band and choir, unless otherwise noted).

Resource Room/Special Education	State Code
- Inclusion classrooms – number IEPd for Special Ed programs	10
Drafting (if multiple levels in same hour)	24
Woods, High School	24
Art (if multiple levels in same hour)	24
Remedial Math	20
Remedial English/Reading	20
Physical Education	32

3. If class size as stated is exceeded by the specified maximum after the following alternatives will be considered as relief:

- | | |
|---------------------------------|------------------------------------|
| a. Redistribute class loads | d. Payment for overloads |
| b. Hire additional faculty | e. Other mutually agreeable relief |
| c. Restructuring of the program | |

C. The Board and the Association agree on the following relief for exceeding the specified maximum class size:

1. Teachers at the secondary level (6-12) will receive \$1.55 per student per class per day.
2. Teachers at the elementary level (Young 5's, K-5) will receive \$7.77 per day per student exceeding agreed upon maximum; specials teachers will be prorated based upon their number of instructional minutes divided by the total number of minutes in the elementary instructional day,
3. Resource room teachers will be paid \$1.55 per student/day on amount exceeding maximum caseload.

4. In inclusion classrooms the overloads will be paid as follows:
Example 1: In classroom A there are 32 students, 12 of them are IEP'd special education students, classroom A is an inclusion classroom. So, there are a total of 3 general ed overloads (32-29) and 2 special ed overloads (12-10) for a total of 5 overloads. Each teacher would receive 2.5 overloads (5/2).

Example 2: In classroom B there are 32 students, 10 of them are IEP'd special education students, classroom B is an inclusion classroom. So there are 3 general ed overloads (32-29) and no special ed overloads for a total of 3 overloads. Each teacher would receive 1.5 overloads (3/2).
 5. Computation will begin on the official date of enrollment, including teacher attendance days, until the students official exit date (the day following the last day of instruction).: Overloads will be paid after each trimester/semester, as soon as administratively feasible.
- D. In the event that split classrooms become necessary in elementary grades 1-5, the Board and the Association agree that the following conditions, regarding split classrooms, shall be met:
1. The number of students in a split classroom shall not exceed 25.
 2. The grade levels in a split classroom shall be no more than one grade apart (i.e., first-second, second-third, etc.). The number of students in either grade of a split classroom shall not exceed 14.
 3. Overloads shall not be permitted in a split classroom or in either grade of a split classroom.
 4. A teacher assigned to a split classroom shall consult with the principal on the selection of the students to be assigned to the split grade at both grade levels.

Section 3.7 **PREPARATION, PLANNING TIME, AND DUTY-FREE LUNCH**

- A. The weekly instructional time for each teacher in the secondary schools shall not exceed 27 hours (5.4 hours per day) with a 170-day student calendar. Each classroom teacher shall have a maximum of 25 classes per week, as well as up to two (2) 30 minute intervention periods, and a minimum of 5 unassigned preparation periods per week. With written consent, a teacher may be assigned 30 classes per week in addition to the two (2) 30 minute intervention periods.
- B. The weekly instructional time for each teacher in the elementary schools shall not exceed 26 hours, 50 minutes with a 170-day student calendar. Elementary teachers shall be provided with a minimum of 30 minutes per day of unassigned preparation time. Unassigned

preparation time for the elementary teachers shall be at least 5 hours (300 minutes) per week.

- C. For assignments beyond the weekly teaching load, a teacher shall be
 - a. compensated at the teacher's hourly rate. The teacher's hourly rate shall be determined in the following manner:
 - i. $\frac{\text{Contracted Annual Salary}}{\text{Teacher Attendance} \times \text{Normal School Hours}} = \text{Hourly Rate}$
 - ii. $\frac{\text{Teacher Attendance}}{1. \text{ Days}} \times \frac{\text{Normal School Hours}}{\text{Hours}}$
- D. All secondary teachers shall be entitled to at least a thirty (30) minute duty-free uninterrupted lunch period. All elementary teachers will be entitled to a 39 minute duty free uninterrupted lunch.
- E. Assignment to a supervised study period shall be considered a teaching period for purposes of this section.

Section 3.8

JOB SHARING

- A. For the purpose of this Section, job sharing shall mean the occupation of a single full-time assignment by two (2) teachers. A job sharing position may be granted upon application by the teachers, and upon approval by the Board. The Job Sharing Application Form is found in Appendix D.
- B. Teachers may request who their partner may be for job sharing. A teacher may also apply on an individual basis. The final decision shall be made by the Board.
- C. A job sharing assignment shall terminate at the end of each school year. The individuals involved, however, may reapply prior to April 1st to continue job sharing for an additional year with each other or with a different teacher.
- D. When a job position is terminated, each teacher will return to his/her former position or a position of substantially comparable nature.
- E. Seniority will accrue to a teacher in a job sharing position on a pro rata basis.

- F. Sick and personal leave will be prorated according to the fraction of the position for which the teacher is employed.
- G. Requests for leave of absence shall be in accordance with contract provisions.
- H. The Board and the Association shall work closely together on the implementation and evaluation of the job sharing program.
- I. Job sharing rotations may be:
1. Semester
 2. Half-days
 3. Yearly (Every other day)
- J. Job sharing positions will be compensated as follows:
1. Teaching salary will be prorated to reflect the fraction of the position shared. The experience and education step for the teacher will be the same as he/she would be entitled to if employed on a full time basis. This step will determine the base salary from which the salary fraction will be computed.
 2. Insurance premiums will be prorated, where possible, to reflect the fraction of the position shared. A teacher on a second semester job sharing rotation shall be responsible for the payment of his/her insurance premiums during the months of October, November, December, January, February, and March and the Board shall be responsible for the payment of the teacher's insurance premiums during the months of April, May, June, July, August and September.
- K. All other sections of the Master Agreement shall remain in full force and effect.

Section 3.9

ACADEMIC FREEDOM

- A. The Board recognizes that the education profession has both the right and the responsibility to insist that children must be free to learn and teachers free to teach broad areas of knowledge, including those considered controversial. Thus, no limitations shall be placed upon study, investigation, presentation and interpretation of facts and ideas, except that:
1. The teacher must exercise responsibility and prudence, and must realize that teaching in an elementary or secondary school places responsibility upon the teacher to carefully consider the maturity level of the student and the circumstances that surround the teacher/learning relationship.
 2. The teacher shall have the responsibility of keeping the principal informed of controversial issues to be taught outside the accepted course of study.
 3. The teacher must use the district approved curriculum and resources.

- B. All instructional materials, methods, software, lessons plans or other creative or copyrightable work, written, composed, created or devised by a bargaining unit member during his/her employment shall remain the property of such member.
 - 1. All instructional materials, methods, software, lessons plans or other creative or copyrightable work, written, composed, created or devised for the district remain the property of the district upon request.
- C. It is agreed by the parties that the evaluation of student performance is the responsibility of the professional staff within the bargaining unit unless the law expressly requires otherwise. No change in any grade or test score assigned a student may be made by the Board of Education.
- D. If any group or individual brings charges against the teacher designed to impede the teacher's freedom to teach, the teacher's position concurs with Board of Education policy and numbers 1 and 2 of section 3.9A above, the Board shall provide without cost to the teacher, the necessary and sufficient leave of absence, legal assistance, and other support for the protection of academic freedom. Any amendment to Board policy will be distributed by the Board to each teacher.

Section 3.10

PERSONAL CONDUCT AND DISCIPLINARY ACTION

- A. The Board may adopt rules and regulations not in conflict with the terms of this Agreement governing the professional conduct of unit employees. A current copy of these rules and regulations shall be available in each building.
- B. Breaches of professional conduct are subject to disciplinary action. Such breaches include, but are not limited to: abuses of sick leave and other leaves, tardiness, willful deficiencies in professional performance, violation of Board policies, regulations and administrative directions not inconsistent with the terms of this Agreement, and violation of the terms of this Agreement. Alleged breaches of professional conduct shall be reported promptly to the offending unit employee.

- C. Disciplinary action of ancillary staff shall be defined as any written reprimand, suspension, or discharge.
- D. Before any meeting is called from which disciplinary action may result, the ancillary staff shall be notified and shall be entitled to have present an Association Representative. If an Association Representative is requested to be present, no longer than five (5) teacher attendance days may lapse before such meeting is held.
- E. Due Process and Progressive Discipline:
 - 1. The Board agrees to adhere to the concepts of due process and progressive discipline of ancillary staff that includes:
 - a. Discussion of the problem with the employee
 - b. Verbal warning.
 - c. Written warning included in personnel file, and a copy shall be given to the ancillary staff member.
 - d. Suspension with pay pending investigation.
 - e. One (1) day suspension without pay.
 - f. Three (3) day suspension without pay.
 - 2. The discipline imposed shall be appropriate to the severity of the offense. Further economic discipline may not be imposed without compliance with the steps set forth above. Any suspension without pay shall not affect a change in any manner the bargaining unit member's insurance coverages and/or contractual fringe benefits. Discipline imposed on ancillary staff shall be subject to the grievance procedure up to and including arbitration. Where the Board seeks to impose a discipline outside the normal progression set forth herein, reasonable cause must be shown for the acceleration of the disciplinary program, and the decision to do so is subject to the grievance procedure up to and including arbitration.
- F. In case of a reprimand, which could be construed as detrimental to the ancillary staff's future promotion, transfer or job status, the reprimanded ancillary staff shall be notified in writing of the reprimand. After a period of three (3) years from the date of occurrence, except for unprofessional conduct as defined in the School Code (380.1230b), if there has been no recurrence of conduct similar to that which caused the reprimand then this reprimand shall be

removed from the ancillary staff's personnel file and shall not affect the ancillary staff in matters of promotion, transfers or job status.

Section 3.11

COMMUNICABLE DISEASES

- A. Communicable diseases shall be as defined by the Michigan Department of Public Health (1979 ADMIN.CODE 325.9001). It is recognized that students with acute infectious communicable diseases will be excluded from school pursuant to rules promulgated by the Department of Public Health. It is further recognized that students with chronic or ongoing communicable diseases whose transmittal can be avoided by reasonable hygienic procedures and environmental management may, given individual circumstances of the case, not be excludable from school. Employees shall be guided by the Board policy and administrative regulations covering communicable diseases.
- B. In the event that a child with an ongoing or chronic communicable disease is allowed, by policy or by law, to attend school, all bargaining unit members potentially having contact with the student shall be notified in advance of the child's placement and/or return to school. The Board shall provide in-service instruction in hygienic practices and management to members coming into contact with students having such communicable diseases.
- C. The Board of Education will distribute to each bargaining unit member copies of the Board policy and administrative rules pertaining to communicable disease.

Section 3.12

MENTOR TEACHERS

- A. A Mentor Teacher shall be assigned in accordance with the following:
 - 1. The Mentor Teacher shall be a tenured member of the bargaining unit.
 - 2. Participation as a Mentor Teacher shall be voluntary.
 - 3. The Administration shall notify the Association, at the beginning of each school year, of the new bargaining unit member (Mentee) and Mentor Teacher assignments. The assignments of the Mentor Teacher shall be finalized by the Administration within twenty (20) workdays after the teacher's first paid day of employment.
- B. At the teacher's option he/she may elect to supervise more than one (1) Mentee.

Superintendent may grant additional days for personal business; however, his decision in such matters shall be final and not subject to the grievance procedure.

4. Teachers who prearrange to take a personal day or sick leave day that is lost to inclement weather will not have those days deducted from their leave time credit.
-
- B. The Board or its representative may require a doctor's certificate attesting to illness in absences in excess of three (3) consecutive days, or in cases of frequent or habitual absences.
 - C. Employee's total sick leave credit is available online or by written request to the payroll office.
 - D. In case of death, any unused sick leave shall be paid in a lump sum to the beneficiary named on the "BENEFICIARY FORM" which is on file in the Superintendent's Office. Such payment shall be computed by multiplying the number of unused sick days times the affected teacher's daily rate of pay at the time of death. The teacher's daily rate of pay shall be determined in the following manner: (Teacher's Contracted Annual Salary) divided by (Teacher Attendance Days) equals daily rate.
 - E. Compensable leaves of absence, not charged against the teacher's sick leave days, shall be granted for the following reasons, provided that advance notice has been given to the administration:
 1. Any teacher called for jury duty during school hours or who is subpoenaed to testify during school hours in any judicial administrative matter, shall be compensated for the difference between his/her full pay and any appearance pay.
 2. A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary and/or sick leave.
 3. Court appearances as a witness in any case connected with the teacher's employment or the school.
 4. Approved visitations at other schools or attending educational conferences or conventions if such activities have been approved by the Superintendent.
 5. Time necessary to take the selective service physical examination.
 6. A teacher who is ordered to active military duty based on military protocol over 30 days (not at his/her request) during the regular school year shall be compensated for

the difference between his/her full pay and his/her military pay as presented in their Leave & Earnings Statement (LES) for the duration of that school year.

7. Death in the immediate family (husband, wife, father, mother, sister, brother, child, grandparents and above mentioned in-laws, as well as significant others, such as niece, nephew etc.) up to a maximum of 10 days for each teacher during the term of his/her employment. The Superintendent may approve additional days in unusual circumstances.
- F. Workers Compensation Absences: Any teacher who is absent because of an injury or disease for which he/she is receiving workers compensation benefits, chargeable to Tri County Area Schools shall receive from the Board the difference between his/her regular obligated salary and his/her compensation allowance for a period up to one year (365 days). The teacher's sick days account shall only be charged with the difference that the Board pays, to the nearest half-day on a two-week period of time basis. (Example: receiving 70% benefits from workers compensation, sick leave charged 3 days for every 10 off the job.)
- G. At the beginning of every school, the Association shall be credited with a total of 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 Board no less than forty-eight (48) hours in advance of taking such leave and will provide compensation to the Board of Education for the substitute involved.
- H. Paid leaves shall be granted on the basis of full days or half days.

Section 4.2 **LEAVES OF ABSENCE (NON-COMPENSABLE)**

- A. A leave of absence, without pay or benefits, for one (1) school year may be granted to any bargaining unit member, following application. The application must be submitted 60 days before the beginning of the school year.
- B. A leave of absence, without pay or benefits, shall be granted to any teacher for the purpose of child care, for a period of the duration of the semester or school year when the leave was granted. The teacher is entitled to accrued benefits plus 12 weeks per the Family and Medical Leave Act of 1993.
- C. Leaves of absence may be renewed for one (1) year at the Board's discretion.

- D. During the period of the leave, seniority shall not accrue and no advancement on the salary schedule shall occur.
- E. A teacher whose personal illness extends beyond the accumulated sick leave shall be granted a leave of absence without pay for the duration of such illness up to the balance of the school year. The Board agrees to continue to provide the insurance protection provided for, in Section 5.1, in accordance with the F.M.L.A and the MESSA long term disability clause, by this Agreement throughout the balance of the insurance contract year. Said leave may be renewed in accordance with the Michigan Teacher Tenure Act, Article V., Section 2.
- F. Reinstatement from such leave shall be to the bargaining unit member's former position or a position of substantially comparable nature, provided the teacher has sufficient seniority.
- G. A bargaining unit member planning to return from such leave, must notify the Superintendent, in writing, of his/her intention to return no later than April 1st of the school year in which he/she is ending such leave. Failure to give such notification shall automatically void any re-employment rights that the bargaining unit member had a condition of such leave.
- H. A teacher who is ordered to active military duty at his/her own request, during the regular school year shall be granted leave for the duration of his/her active military duty.

Section 4.3 **INVOLUNTARY LEAVES OF ABSENCE**

- A. Upon the written recommendation of the building principal and the Superintendent, the Board may place a teacher on involuntary sick leave. The Board shall, at Board expense, require a teacher to submit to physical or mental examinations by appropriate specialists to determine whether involuntary sick leave is warranted. The Board shall arrange for such examinations with ten (10) days of the start of the involuntary sick leave. The Tri County Education Association may arrange for such examinations subject to approval by the Board or its executive officer. In the event such leave is determined to be unwarranted, the teacher shall be returned to duty with no loss of leave or pay benefits. Written release by the attending physician must be presented prior to the conclusion of involuntary sick leave.

Section 4.4

PROTRACTED ILLNESS

- A. In the event that a protracted illness occurs near the end of the school year and is still in progress at the close of the school year (protracted illness is defined as 15 or more days) the following will apply:
1. If the teacher desires to return to Tri County at the beginning of the school year, he/she will present a medical certificate attesting to his/her ability to return to teaching no later than July 15. The medical certificate must be furnished by a physician agreeable to the Tri County Education Association and the Board of Education.
 2. In the event the teacher does not desire to return to Tri County, or is unable to furnish the medical certificate referred to in 1 above, he/she will either request a leave of absence without pay or will resign for reasons of ill health. In the event he/she elects to resign for reasons of ill health, he/she will be compensated, at his/her current rate of pay, for one-half (½) of the unused accumulated sick days credited to his/her account. This compensation will be paid only if a medical certificate, attesting to his/her inability to continue teaching, is furnished by a physician agreeable to both the Tri county Education Association and the Board of Education and if the teacher does not accept other employment. In the event the compensation is paid, and the teacher accepts other employment, the Board of Education will be reimbursed the compensation paid plus interest at current bank rates. The teacher may accept other employment, without obligation for repayment, after one year.
 3. The provision for the medical certificate furnished by July 15 contained in 1 above may be waived by the Board of Education or the July 15 due date may be extended by mutual agreement.

Section 5.1

INSURANCE PROTECTION

- A. 2013-2014: 1. District pays statutory hard cap April 1, 2013 – June 30, 2013, and will establish composite rate by smoothing so all pay same amount April 1 to June 30, 2013.
2. District pays Board established hard cap July 1, 2013 – June 30, 2014, and will establish composite rate by smoothing so all pay the same amount on the 19 pays.
 3. Dental, Vision, Life, LTD – 20% Co-pay: Parties will explore alternate non-medical plans once MESSA quotes available and will consider other plans if less expensive and coverage substantially identical.
- B. 2014-2015: Insurance same as in 2013-2014; Board cost increases only if parties mutually agree in writing and ratified.

Plan and rates for medical and non-medical plans will be discussed and mutually agreed upon once MESSA and other quotes are received.

Plan A. The Plan will be MESSA Choices II PPO

300/600 in network deductible, 600/1200 out of network deductible
20/25/50 OV
Saver Rx

Long Term Disability:
66 2/3% of Max Eligible Salary
Maximum Monthly Benefit: \$5,000
Max Eligible Monthly Salary: \$7,500
60 Calendar Days
Modified Fill Elimination Period
LTD Class Code
COLA: Yes
Mental/Nervous: Same as Illness
Alcohol/Drugs: Same as Illness
5% Minimum Payout
Family Social Security Offset
Pre-existing Limits Waived
Life Insurance: Individual Salary times 2
Maximum value for individual: \$175,000
Spouse: \$10,000
Dependent Children: \$5,000
Vision: VSP 3
Dental: MESSA/Delta Dental
Class I, II, III Annual Maximum: \$2,000
Class IV Lifetime Maximum: \$2,000
Two Cleanings per year
Sealants: No
Adult Orthodontics

1) The TCEA may modify the plan benefits to reduce plan cost.

C. Bargaining unit members not electing Tri County Area Schools medical plan shall receive amount equal to the district's single subscriber hard cap.

PLAN B

Long Term Disability:
66 2/3% of Max Eligible Salary
Maximum Monthly Benefit: \$5,000
Max Eligible Monthly Salary: \$7,500
60 Calendar Days
Modified Fill Elimination Period
LTD Class Code
COLA: Yes
Mental/Nervous: Same as Illness
Alcohol/Drugs: Same as Illness
5% Minimum Payout
Family Social Security Offset
Pre-existing Limits Waived
Life Insurance: Individual Salary times 2
Maximum value for individual: \$175,000

Spouse: \$10,000
Dependent Children: \$5,000
Vision: VSP 3
Dental: MESSA/Delta Dental
Class I, II, III Annual Maximum: \$2,000
Class IV Lifetime Maximum: \$2,000
Two Cleanings per year
Sealants: No
Adult Orthodontics

- 1) The TCEA may modify the plan benefits to reduce plan cost.

- D. With attainment of Medicare eligibility, and when appropriate (as determined by MESSA), MESSA CHOICES II PPO or Limited Medicare Supplement premiums shall be paid on behalf of the bargaining unit member, spouse and/or dependents eligible for Medicare, including sponsored dependents. Medicare Part B premiums shall be paid on behalf of the bargaining unit member, spouse and/or dependents, including sponsored dependents, when Medicare is elected in lieu of MESSA CHOICES II PPO protection, or, when the bargaining unit member and/or spouse and/or dependents, including sponsored dependents, is not affected by Age Discrimination in Employment Act (ADEA), or, when Medicare Part B is elected while receiving Social Security Disability Benefits.
1. In the event a bargaining unit member has exhausted all paid sick leave, the above mentioned employee benefits shall continue uninterrupted throughout the balance of the contract year defined in Paragraph G.
- E. In the event a bargaining unit member is terminated, resigns, or is granted a non-compensable leave of absence (not due to exhaustion of sick leave, or illness) during the school year, MESSA CHOICES II PPO and/or MESSA limited Medicare supplement, MESSA life, MESSA dependent life, MESSA/Delta Dental, and MESSA Vision Services Plan 3 insurance (excluding all salary protection plans) for the bargaining unit member and his/her entire family shall be continued by the Employer until the bargaining unit member has received the full prorated portion of the twelve (12) month insurance year earned at the time of termination, resignation, or non-compensable leave of absence (not due to exhaustion of sick leave, or illness).
- F. Part-time bargaining unit members shall be eligible for monthly prorated Board subsidies for each insurance program outlined in this section except in the case of dental, vision and long-term disability where they will receive full subsidy.
- G. The Board shall make payment of insurance contributions when due for all persons to assure continuation of coverage during the full twelve (12) month period commencing October 1, and ending September 30 even though the bargaining unit member may not be returning the next school year. The Employer shall sign an Employer participation agreement. The open enrollment period shall be jointly established by the Board, the Association, and MESSA, including opportunities for summer pre-enrollment and fall open enrollment and whenever group or individual subsidy amounts change that could affect the benefit. When necessary, contributions on behalf of the bargaining unit members shall be made retroactively or prospectively to assure uninterrupted participation and coverage. The Board shall be responsible for providing insurance

information including applications and claim materials.

- H. The Employer shall provide without cost to the bargaining unit member or Association all services necessary, including payroll deduction, to enable the bargaining unit member to participate in all MESSA sponsored programs, MEA financial services' MEA-sponsored tax-deferred annuity plans, MEA financial services insurance programs, as well as other MEA sponsored programs.

In the event a national and/or state health program is enacted that would affect the benefits in this Agreement, or there is a change in the tax status of benefits that would affect bargaining unit members, the parties agree to meet and negotiate over the impact of such a program on the benefit package contained in this Agreement.

Should the national and/or state government mandate that the Employer provide a certain level of health coverage, but not mandate any specific carrier or plan for each employee, it is understood that the current coverage in this Agreement remains in effect. Should any specific form of national and/or state health insurance coverage be provided to the employees covered under this Agreement by a federal and/or state law, the following shall be done:

1. The Employer shall provide additional coverage to meet the current level of benefits. Said additional coverage, together with the national and/or state health coverage, shall provide the exact level of benefits and meet current specifications of Tri County Area Schools MESSA-PAKS.
2. Said coverage shall be from a policy provided by MESSA or as selected by the Association.
3. All other benefits including life insurance, dental, vision, LTD, long-term care, and annuities and/or non-taxable variable options shall remain as provided for in this Agreement.
4. If, while providing the above benefits and health insurance, the district realizes any monetary savings, the parties shall meet to designate additional benefits to be provided the employees.

Section 5.2

SALARY SCHEDULES

- A. The salaries of teachers covered by this Agreement are set forth in Section 6, Appendix A which is attached to and incorporated in this Agreement. Such salary schedules shall remain in effect during the term of this Agreement.
- B. To qualify for the BA track of the schedule, the teacher must hold a baccalaureate degree from a college or university approved by the Michigan Department of Education for teacher preparation, and hold a valid Michigan Teaching Certificate. Teachers holding degrees from other colleges or universities may qualify by having their credits accepted by an approved school.

- C. To qualify for the BA+20 track of the schedule, the teacher must meet the qualification for the BA track, and submit evidence of successful completion of the indicated semester hours of graduate credit beyond the baccalaureate degree after teacher certification is earned. A committee consisting of three (3) Association members and two (2) administrators is authorized to review college or university credit for other than graduate courses. Undergraduate classes taken as part of a planned program for continuing Michigan Certification will count towards the BA+20 track.
- D. To qualify for the MA track of the schedule, the teacher must hold a Master's Degree in school administration, guidance and counseling, or a subject field recognized by the State of Michigan for certification. The degree must be from a college or university that meets the same requirements as outlined by the BA track.
- E. To qualify for the MA+15 track of the schedule, the teacher must meet the requirements of the MA track, hold a Michigan Life, Permanent, or Continuing Teaching Certificate and present evidence of the successful completion of the indicated semester hours of graduate credit beyond the requirements for the MA Degree and beyond the date of issuance of the MA Degree.
- F. To qualify for the Educational Specialist Degree (not a certificate)/MA+30 track of the schedule, the teacher must hold an Educational Specialist Degree from a college or university that meets the same requirements as outlined by the BA track, or the teacher must meet the requirements of the MA track, hold a Michigan Life, Permanent, or Continuing Teaching certificate and present evidence of the successful completion of the indicated semester hours of graduate credit beyond the requirements for the MA Degree and beyond the date of issuance of the MA Degree.

To qualify for the Ph.D./ED.D. track of the schedule, the teacher must hold a Ph.D. Degree in school administration, guidance and counseling, or a subject field recognized by the State of Michigan for certification, or the teacher must hold an ED.D. Degree. The degree must be from a college or university that meets the same requirements as outlined by the BA track.

An official unopened certified transcript must be on file at the Central Office as evidence of successful completion of graduate hours.

Section 5.3

PROFESSIONAL COMPENSATION

- A. In view of the acceptance by both parties of the terms of this Agreement and the attached Appendix A, it is hereby agreed that no further proposal will be made or accepted that involves further financial commitment by the district. This statement applies to this Agreement only.
- B. Nothing contained within this section or agreement shall prevent the Board from raising compensation rates, by an equal dollar amount by each step, as outlined in Appendix A, unilaterally, should circumstances make it desirable and possible during the life of this Agreement.

1. Full credit for outside certificated professional educational experience within the limit of the basic schedule may be allowed.
2. 2013-2014: Contingent on the 2013-2014 Foundation Allowance at \$7,000, which includes \$34.00 one-time equity payment:
 - i. Off schedule payments of \$275.00 to teachers "between steps" and to those on top step in 2012-2013 who receive a rating of "Effective" or "Highly Effective" on 2012-2013 performance evaluation, payable September 2013.
 - ii. One step advancement during 2013-2014 to those who receive a rating of "Effective" or "Highly Effective" on 2012-2013 performance evaluation.
 - iii. Employees that have not worked 50% of the 2012-13 school year will not qualify for step advancement. They will receive a prorated \$275.00 off schedule payment if they receive an "Effective" or "Highly Effective" on 2012-2013 performance evaluation, payable September 2013.
 - iv. If an employee evaluation is not completed, the employee is deemed "Effective" and will receive the off schedule payment or step advancement, if applicable.
 - v. If Foundation allowance is less than \$7,000 (which includes \$34.00 one-time equity payment), the off schedule and step payments are null and void, and the parties shall re-open the above salary and step payments.
3. 2014-2015: Salary, step, and off schedule expire June 30, 2014 and will not increase in cost to the Board unless parties mutually agree in writing and ratified.
 - a. If Foundation allowance is less than \$7,000 (which includes \$34.00 one-time equity payment), the off schedule and step payments are null and void, and the parties shall re-open the above salary and step payments.
4. Teachers who receive written authorization from the Superintendent to use their personal automobiles in the performance of their duties, including authorized conference travel, shall be compensated at the rate equal to the limit set forth by IRS regulations provided written statements of mileage are submitted to the Superintendent's Office no later than the Wednesday preceding the second Monday of each month.
5. Required in-district travel for official professional development activities scheduled during the work day, in excess of regular commuting miles, shall be reimbursed at the IRS rate, not to exceed 1000 miles for the TCEA bargaining unit during each fiscal year. Employees shall seek reimbursement by completing the sign in sheet prepared by the District.
6. Upon designation of an account, compensation paid under Appendix A shall be paid via direct deposit. Effective 2011-2012, payroll shall be paid in 20 or 24 pays, on the 8th and 23rd of each month, starting in September of each current school year.

- a. Employees receiving 21 equal pay periods during the 2010-11 school year will receive 20 equal pay periods beginning September 2011. The employee may request a permanent change to 24 equal pay periods before the first teacher attendance day.
- b. Employees receiving 26 equal pay periods with the balance to be paid on the 21st pay period for the 2010-11 school year will receive 24 equal pay periods with the balance to be paid on the 20th pay period. The employee may request a permanent change to 24 equal pay periods before the first teacher attendance day.
- c. All employees receiving 26 equal pay periods in the 2010-11 school year, new hires after the 2010-11 school year, or returning members from layoff during the 2010-11 school year will receive 24 equal pay periods.

Section 5.4

EXTRA DUTY COMPENSATION

- A. Teachers working on special assignments that fall outside of the normal teaching day or load, as defined elsewhere in this Agreement, shall receive extra remuneration, in addition to the salary schedule, as established on the Extra Duty Compensation Appendix B (Lists 1 and 2).
- B. Compensation paid under Section 6, Appendix B (List 1) shall be divided into 20 or 24 equal installments as noted in Section 5.3 B(7.)
- C. When extra duty assignments, under Section 6, Appendix B (List 1) are not determined prior to the start of the school year, payment for such assignment shall be divided evenly over the pays remaining from the time the assignment is made.
- D. Compensation for exempt school personnel paid under Section 6, (Appendix B (List 2) shall be made in a lump sum at the end of the respective seasons after inventory is made, equipment stored, and the material requisition for the following season is filed with the principal by the athletic director. Authorization for payment shall be submitted to payroll no later than two (2) weeks after the necessary reports have been filed with the athletic director. Non-exempt school personnel shall be paid by the Federal Fair Labor Act.
- E. Persons in a Schedule B position, List 1 or List 2, for the 2009-2010 school year and are continuing in that same position for the 2010-2011 school year will be frozen in their 10-11 level of education column. If their 2010-2011 step exceeds step 10 they will be frozen at the 2010-2011 step. All others may not exceed step 10. Individuals hired beginning with the 2011-12 contract will be compensated in the BA column only, not to exceed step 10. Education columns and steps refer to Appendix A

Section 5.5

SUBSTITUTE TEACHING

- A. A teacher shall not be required to substitute for another teacher. A teacher who agrees to give up personal preparation and planning time or extend their normal teaching day or load when asked by the administration to substitute for another teacher's regular assignment, or agrees to teach two (2) classes at the same time, shall be compensated for that period and time at the following hourly rate:

2013-2014 \$20.69 per class hour
2014-2015 \$20.69 per class hour

- B. A teacher may choose compensatory time in lieu of Paragraph A.
- C. A teacher who is required to or who requests to teach a class beyond his/her normal school hours will be compensated at normal hourly rates 3.7 Section C with the exception of compensatory ed program.
- D. When a teacher substitutes during his/her preparation and planning time, the teacher shall sign a substitute form and retain a copy.

Section 5.6

COMPENSATORY TIME (COMP TIME)

- A. Compensatory time can only be earned by substitute teaching as defined in Sections 3.5 and 5.5.
- B. Teachers may earn compensatory time in increments of 5 minutes, but they must be at least 15 minutes in length. Compensatory time can be used in increments of 5 minutes, but must be at least 15 minutes in length.

- Teachers will use the following chart when recording their time:

5 min =	0.09
10 min =	0.17
15 min =	0.25
20 min =	0.34
25 min =	0.42
30 min =	0.50
35 min =	0.59
40 min =	0.67
45 min =	0.75
50 min =	0.84
55 min =	0.92

- C. Compensatory time used shall not be deducted from accumulated sick leave.
- D. One (1) compensatory day will be earned when a teacher accumulates five (5) hours (300 minutes) of compensatory time. One half-day equals 2.5 hours (150 minutes).

- E. The maximum number of teachers from each building who are permitted to use such leave time on any given date shall be as follows or additional days may be granted by the building principal's discretion:
- | | | |
|----|---------------|---|
| 1. | High School | 2 |
| 2. | Middle School | 2 |
| 3. | MacNaughton | 2 |
| 4. | Sand Lake | 2 |
| 5. | Edgerton | 1 |
- F. A teacher who requests compensatory time on certain dates will be granted leave on a first come first serve basis.
- G. No more than five (5) total days shall be carried over to following years. Accumulated comp time will be compensated at \$20.69 per hour.
- H. Comp time will not be deducted for unassigned periods.

Section 5.7

RETIREMENT BENEFITS

- A. Any teacher hired prior to the 1987-88 school year, who retires from Tri County Area Schools under the provisions of the Michigan Public School Employees Act, shall receive compensation at one-half (½) his/her current daily rate of pay for the unused accumulated personal illness days credited to his/her account. Payout will be made to the teacher through "special pay plan – MEA 19.3 plan".
- B. The teacher's daily rate will be determined in the following manner:

$$\frac{\text{Contracted Annual Salary}}{\text{Teacher Attendance Days}} = \text{Daily Rate}$$

- C. The following language shall be applicable to those teachers hired by Tri County Area Schools for the 1987-1988 school year and thereafter:
Having reached the age requirement of the Michigan Teacher's Retirement Act and having completed at least fifteen years of service with Tri County Area Schools, the teacher, upon retirement, shall receive a lump sum payment of 2/3's of the short term substitute teacher daily rate for each unused personal illness days credited to his/her account. Payout will be made to the teacher through "special pay plan – MEA 19.3 plan".
- D. The following will disqualify a teacher for eligibility for retirement pay:
1. Any teacher whose dismissal is sustained by the Michigan State Tenure Commission.
 2. Any teacher who has previously received this benefit from Tri County Area Schools.
- E. Any teacher hired prior to the 1987-88 school year may select either the provisions stated in Paragraph A of this Section or the provisions stated in

Paragraph C of this Section.

- F. A retiring teacher shall designate, in writing, how to receive his/her compensation by electing one of the following options within the guidelines of the "special pay plan – MEA 19.3":
1. Lump sum payment within thirty (30) days following retirement.
 2. Up to five (5) equal installments with the first payment within thirty (30) days following retirement and the remaining installments paid on the closest pay period following January 1 of each successive year.
 3. Up to five (5) equal installments to be paid on the closest pay period following January 1 of each successive year.
 4. Lump sum payment within thirty (30) days following retirement to be paid to retiree's choice of financial programs.
- G. In the event of an affected teacher death prior to receiving all of his/her installments, the Board shall continue payment to the deceased teacher's estate. Such payment shall continue for the same amount of time as it would had the teacher lived throughout the period.
- H. A letter of agreement shall be executed providing, for the duration of this agreement, that the Board shall not pay insurance premiums for retirees eligible for MPSERS insurance during the months of July, August or September of the year in which they retire. However, the Board shall reimburse such retirees for out of pocket deductibles, copays and premium contributions incurred under the MPSERS plans during such months, upon proof of documentation satisfactory to the District, not to exceed monthly amount paid for current employee's insurance premiums. If a retiree is ineligible for MPSERS insurance, the Board shall pay its share of the applicable insurance premium during the months of July, August and September of the year of retirement.

DURATION OF AGREEMENT

This Agreement shall be effective and shall remain in full force and effect from July 1, 2013 through June 30, 2015.

Ratified by the ASSOCIATION
on 3/25/2013

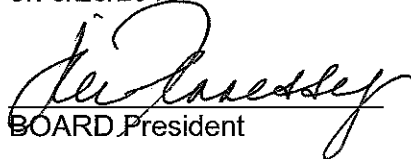

ASSOCIATION President



Negotiator for
the ASSOCIATION


Negotiator for
the ASSOCIATION

Date 3/26/13

Ratified by the BOARD
on 3/26/2013


BOARD President


BOARD Secretary

Date 3/26/13

Pay Schedule for 2013-2014

0.00%

STEP	Index	BA	Index	BA+20	Index	MA	Index	MA+15	Index	Ed. Sp Degree/ MA+30	Index	PH.D./ ED.D.
0	1.000	33,089.95	1.080	35,737.15	1.1200	37,060.74	1.18000	39,046.14	1.240	41,031.54	1.3600	45,002.33
1	1.060	35,075.35	1.142	37,788.72	1.1830	39,145.41	1.24450	41,180.44	1.306	43,215.47	1.4290	47,285.54
2	1.120	37,060.74	1.204	39,840.30	1.2460	41,230.08	1.30900	43,314.74	1.372	45,399.41	1.4980	49,568.75
3	1.180	39,046.14	1.266	41,891.88	1.3090	43,314.74	1.37350	45,449.05	1.438	47,583.35	1.5670	51,851.95
4	1.240	41,031.54	1.328	43,943.45	1.3720	45,399.41	1.43800	47,583.35	1.504	49,767.28	1.6360	54,135.16
5	1.300	43,016.94	1.390	45,995.03	1.4350	47,484.08	1.50250	49,717.65	1.570	51,951.22	1.7050	56,418.36
6	1.360	45,002.33	1.452	48,046.61	1.4980	49,568.75	1.56700	51,851.95	1.636	54,135.16	1.7740	58,701.57
7	1.420	46,987.73	1.514	50,098.18	1.5610	51,653.41	1.63150	53,986.25	1.702	56,319.09	1.8430	60,984.78
8	1.480	48,973.13	1.576	52,149.76	1.6240	53,738.08	1.69600	56,120.56	1.768	58,503.03	1.9120	63,267.98
9	1.540	50,958.52	1.638	54,201.34	1.6870	55,822.75	1.76050	58,254.86	1.834	60,686.97	1.9810	65,551.19
10	1.600	52,943.92	1.700	56,252.92	1.7500	57,907.41	1.82500	60,389.16	1.900	62,870.91	2.0500	67,834.40
15	1.680	55,591.12	1.785	59,065.56	1.8375	60,802.78	1.91625	63,408.62	1.995	66,014.45	2.1525	71,226.12
20	1.760	58,238.31	1.870	61,878.21	1.9250	63,698.15	2.00750	66,428.07	2.090	69,158.00	2.2550	74,617.84
25	1.840	60,885.51	1.955	64,690.85	2.0125	66,593.52	2.09875	69,447.53	2.185	72,301.54	2.3575	78,009.56
30	1.920	63,532.70	2.040	67,503.50	2.1000	69,488.90	2.19000	72,466.99	2.280	75,445.09	2.4600	81,401.28

APPENDIX B

EXTRA DUTY COMPENSATION

Extra duty compensation percentages, paid to bargaining unit members, are computed as described in section 5.4 E.

(List 1)

(List 2)

Advisor, Senior	3%
Advisor, Junior	3%
Advisor, Sophomore	1%
Advisor, Freshman	1%
Band, Director, H.S.	10%

Band, Director, M.S.	6%
Band, Summer	3%
Choir, H.S.	3%
Assistant March Band.	2%

Spanish Club	1%
High School Play	2%
Instructional Coaches	12.5%

Mentor Teacher 1 st year.	1%
Mentor Teacher, 2 nd & 3 rd year . .	½%

National Honor Society	1%
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Noon Hour Duty	5%
OM Coaches	1.5%

OM Coordinator	4%
PLC Dept Leader	3%

HS Chess Team Coordinator . .	1%
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Student Council	2%
Yearbook (if class in place).	2.5%

Baseball, Varsity	8%
Baseball, J.V.	5%
Baseball, Freshman	4%
Basketball, Varsity	11%
Basketball, J.V.	7%
Basketball, Freshman	6%
Basketball, M.S. 7 th grade	3%
Basketball, M.S. 8 th grade	3%
Basketball, Assistant Varsity	6%
Cheerleading, Varsity Side Line. .	2.5%
Cheerleading, J.V. S.L.	1.5%
Cheerleading, M.S. S.L.	1.5%
Cross Country, Varsity Boys and Girls	7%
Cross Country, M.S.	1.5%
Football, Varsity	11%
Football, Asst. Varsity	7%
Football, J.V.	7%
Football, Asst. J.V.	6%
Football, Freshman	6%
Football, Freshman Assistant	5%
Golf, Varsity	6%
Golf, J.V.	4%
Pom Pon Squad	3%
Debate.	1%
Quiz Bowl	1%
Softball, Varsity	8%
Softball, J.V.	5%
Track, Varsity Assistant.	4%
Track, Varsity	8%
Track, M.S.	4%
Safety Patrol	1%
Volleyball, Varsity	9%
Volleyball, J.V.	5%
Volleyball, Freshman.	4%
Volleyball, M.S. (7 th grade)	3%
Volleyball, M.S. (8 th Grade)	3%
Wrestling, Varsity	9%
Wrestling, J.V.	5%
Wrestling, M.S.	3%
Soccer, Varsity	8%
Soccer, J.V.	5%
Cheerleading, Competitive, Var. . .	7%
Cheerleading, Comp. J.V.	4%

In the event that yearbook is not part of a classroom teaching assignment, but is added as an extra duty assignment, it shall be added to List 1 of Appendix B at 10%. The years that yearbook is part of the teaching assignment, employee will receive a 2.5% per List 1 of Appendix B.

With the exception of single freshman contests, the following rate shall be paid to each TCEA member hired as announcer, timekeeper, game scorer, statistician, cameraman, official, ticket taker, or any combination thereof, at all high school athletic contests. The same conditions shall apply to bus chaperones for away contests.

2013-2014	\$28.97	For freshman contests:	2013-2014	\$12.20
2014-2015	\$28.97		2014-2015	\$12.20

The following rate shall be paid to each TCEA member hired as announcer, timekeeper, game scorer, statistician, cameraman, official, ticket taker, or any combination thereof, at all Junior High School athletic contests. The same conditions shall apply to bus chaperones for away contests.

2013-2014	\$22.75
2014-2015	\$22.75

The following rate shall be paid to each TCEA member hired to attend open house, carnival, skating parties, committee meetings, or any other extra duty outside the normal school hours.

2013-2014	\$28.97
2014-2015	\$28.97

The following rate shall be paid to each TCEA member hired to work in the Detention Room (hourly rate).

2013-2014	\$20.69
2014-2015	\$20.69

Whenever an extra duty activity, not listed, is anticipated by the Board and/or administration, the compensation for such activity shall be determined by mutual agreement between the building principal and the teacher involved in the activity, subject to the approval of the Tri County Education Association Executive Committee. If agreement cannot be reached between these parties, the Superintendent and representatives from the Tri County Education Association Negotiation Team shall become jointly involved in the discussion in an attempt to reach an agreement.



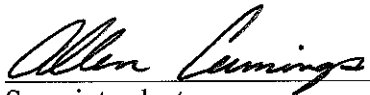
Tri County Area Schools
Academics • Arts • Athletics • Achievement

2013-2014 Staff Calendar

Monday	August 26	New Teacher Orientation
Tuesday	August 27	1st day back - All Teachers - 8:00-11:00 am Meeting 12:00-3:00 pm PD (3 hrs)
Wednesday	August 28	PD for Teachers - 8:00 am - 3:00 p.m. (6 hrs)
Tuesday	September 3	1st day for students
Tuesday	October 15	P/T Conf – HS/MS 3:30-6:00 pm, Elementary 4:30-7:00 pm
Thursday	October 17	P/T Conf – HS/MS 4:30-7:00 pm, Elementary 3:30-6:00 pm
Friday	October 18	No School for Students - P/T Conferences 8:00-10:30 am(all bldgs.) *All Buildings: PD 10:30 am-12:00 pm (PLC) (1.5 hrs)
Thursday	October 31	End 1 st quarter
Friday	November 1	No School - PD day 8:00 am-3:00 pm (6 hrs)
Friday	November 15	No School
Wednesday	November 27	No School - PD day (Building Flex- 6 hrs)
Thursday/Friday	Nov 28-29	No School - Thanksgiving break
Monday	Dec 23-Jan 3	No School - Christmas break
Monday	January 6	School Resumes
Friday	January 24	End of 1 st semester
Monday	February 10	No School – PD Day 8:00am - 3:00 pm (6 hrs)
Tuesday	March 4	P/T Conf – HS/MS 3:30-6:00 pm, Elementary 4:30-7:00 pm
Thursday	March 6	P/T Conf - HS/MS 4:30-7:00 pm, Elem 3:30-6:00 pm
Friday	March 7	No School for Students - P/T Conferences 8:00-10:30 am(all bldgs.) *All Buildings: PD 10:30 am-12:00 pm (PLC) (1.5 hrs)
Friday	March 28	End of 3 rd Quarter
Friday	April 4	No School
Monday	April 7 - 11	No School - Spring break
Monday	April 14	School Resumes
Friday	April 18	No School – Good Friday
Thursday	May 22	Graduation - Class of 2014
Monday	May 26	No School Memorial day
Tuesday	June 3	Students' last day
Wednesday	June 4	Teacher Records day

State hours: Student 1079.5 hours + 30 PD hours

State Days: 170 Student days



Superintendent

3/26/13
Date



TCEA

3/26/13
Date

FLEX TIME

Building Flex Time

1. At least one professional development day each school year will be designated for buildings flex time. All of the staff members in a building who have received the required amount of designated professional development time may use that time in exchange for having the flex day off.
2. An entire building staff must attend 6 hours of PD outside of the normal school hours/days, and monthly staff meetings as defined in Section 3.4B, in order to receive one day of flex time. The entire building staff must attend these hours on the same day.
3. Professional development hours used for building flex time must be received after July 1 and before June 1 of each school year. Schedules for building flex must be submitted to the administrative Office before the first student day.

APPENDIX D
TRI COUNTY AREA SCHOOLS

JOB SHARING APPLICATION

School Year

Job Sharing Rotation

Name

Fraction of Time Worked

Job Sharing Partner

Job Sharing Position

The conditions as outlined in Section 3.8 of the Master Agreement are acceptable.

Date

Superintendent

Date

Employee

APPENDIX E

TRI COUNTY AREA SCHOOLS

GRIEVANCE REPORT

Name of Grievant: _____

Date Filed: _____

Building/Assignment: _____

◆ STEP ONE – IMMEDIATE SUPERVISOR/PRINCIPAL

Did the grievant attempt to resolve this grievance in an informal, verbal discussion with his/her immediate supervisor? Yes No Date _____

◆ STEP TWO – BUILDING LEVEL

A. Date cause of grievance occurred: _____

B. State of grievance: _____

C. Section(s) of agreement allegedly violated: _____

D. Relief requested: _____

Signature: _____ Date: _____

E. Date received by supervisor/principal: _____

F. Disposition by supervisor/principal: _____

Signature: _____ Date: _____

◆ STEP THREE – SUPERINTENDENT

A. Grievant and/or association position: _____

B. Date received by superintendent or designee: _____

C. Disposition by superintendent or designee: _____

Signature: _____ Date: _____

◆ STEP FOUR – ARBITRATION

A. Position of grievant and/or association: _____

B. Date received by Board of Education or designee: _____

C. Disposition by Board or arbitrator: _____

Signature: _____ Date: _____

NOTE: All provisions of the Master Agreement relating to grievances must be strictly observed in the settlement of grievances.

APPENDIX F

Zero/7th hour teaching assignments are voluntary unless there are not sufficient volunteers. In that case, assignment will be based on seniority right of refusal.

The normal school hours for a zero/7th hour class will be as follows:

- Zero hour class will begin at: TBD
7th hour class will begin at: TBD
- Zero hour teacher(s) will be finished teaching at: TBD
7th hours teacher(s) will be finished teaching at: TBD
- Zero/7th hour teachers will need to arrive fifteen minutes prior to the start of the day and able to leave twenty minutes after the end of the day (established normal school hours). Referenced in section 3.4B.
- Zero hour teacher will be allowed to end the teaching day at 9:44 a.m. on half days plus the twenty-minute requirement except on Fridays.
7th hour teacher will be allowed to end the teaching day at 12:19 p.m. on half days plus the twenty-minute requirement except on Fridays.
- Zero/7th hour teachers will be compensated for working beyond the required three hours on half days (i.e. Hours 0,1,2, & 3 or 2,3,4 &5 totaling four hours)
- Zero hour teacher will be offered compensation after 1:48 p.m. when attending IEP meetings for one hour as stated in 3.4 B.6 of current teacher contact.
7th hour teacher will be offered compensation time after 8:00 a.m. when attending first hour IEP meetings for one hour as stated in 3.4 B.6 of current teacher contract.
- Zero hour teacher will be required to attend all staff meetings and professional development activities under district policy.
7th hour teacher will be required to be at school during first hour to meet with principal on monthly staff meeting days and attend all professional development activities under district policy.
- Zero hour teacher will be able to contact the district substitute teacher caller no less than 1.5 hours before the start of class.
- Zero hour teacher will be contacted by building administrator/secretary immediately following a delay or school cancellation decision from the superintendent.

APPENDIX G

VACATION/HOLIDAY RECESS EXTENSION REQUEST FORM

I, _____ wish to extend my vacation/holiday recess by using a personal day. I understand, that in order to be approved, I must comply with the rules set forth in Section 4.1(A)3 of the TCEA Master Agreement. A copy of the form will be returned to the employee with the approval or denial of the Superintendent.

Personal Day Requested (date): _____

Signature of Employee: _____

Employee ID#: _____

OFFICE USE ONLY

Date Request Received By Superintendent: _____

Request Approved _____

Request Denied _____

Signature of Superintendent: _____