

Tri County Area Schools
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MASTER AGREEMENT

TRI COUNTY AREA SCHOOLS BOARD OF EDUCATION

AND

TRI COUNTY EDUCATION ASSOCIATION

2025-2028

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Section 1
Basic Contractual Provision

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:

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 professional staff i.e., teachers, psychologists, social workers, counselors, speech therapists, behavioral support interventionist, and media specialists, employed by the Board of Education but specifically excluding preschool 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 term "employee" or "professional staff(s)" when used hereinafter shall refer to all employees represented by the Tri County Education Association in the bargaining or negotiation 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 negotiation unit as above defined who are subject to the Michigan Teacher 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 the Tri County Area School District

B. The Board agrees not to negotiate with or recognize any teachers' organization other than the Association for the duration of the Agreement

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. Seg.: MSA 17.455(1) et. seg.).

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 professional staff 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/days lost because of bad weather, or other "Act of God" type occurrence, in excess of the number of hours/days specified; however, not to exceed six (6) days, 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/days 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/days, teachers will not be required to report.

Section 1.4 Payroll Deductions

This article applies to all employees in the Association. The bargaining unit is described in Article 1. All employees in the bargaining unit are "bargaining professional staff". Association members are those that choose to join the Association and pay dues.

A. The Association represents all employees in the bargaining unit.
B. Each bargaining professional staff can freely choose to become a member of the Association, or to not become a member of the Association.
    1. Bargaining professional staff and Association membership are distinct.

    2. An employee is always a bargaining professional staff, an employee becomes an Association member only through choice. If an employee chooses not to become an Association member he/she will remain a bargaining professional staff, remain entitled to fair representation by the Association, remain covered by the collective bargaining agreement, and remain entitled to any benefits set forth in the collective bargaining agreement and as set forth in the bylaws of the Association. Those choosing to become members will choose a payment option through MEA.

    3. A member of the Association may choose to sign and deliver to the Employer a signed form authorizing the payroll deduction of dues, assessments, and contributions to the Association and/or its PAC. Said authorization if received in a signed electronic form provided by the Association shall be accepted and processed by Tri County Area Schools.
        a. The Employer shall process payroll deduction forms received from association members within ten (10) days of enrollment deadline and transmit these payments to the Michigan Education Association via provided ACH within ten (10) days of when the payroll deductions took place. Such authorization shall continue in effect from year-to-year unless revoked in writing by the member under procedures administered by the Association.

b. The Employer shall deduct one-twentieth (1/20th) of the annual dues amount from each of the first twenty (20) paychecks, starting no later than the second pay period in September.
c. If the payroll deduction amounts change within the course of any school year, the Association shall provide top the hum) days of receipt to any remaining pays per the deduction schedule defined.
d. Accompanying the distribution of payments will be a report indicating the specific categorical (Dues or PAC) amounts attributable to each employee with the employee's name and employee ID. The Association will provide an Excel template for the ease of reporting this information. This association-specific report shall be provided via email to the Association within the ten(10) day requirement as an Excel attachment.
e. In the event of any legal action against the employer brought in a court or administrative agency because it complied with this article, the Association agrees to defend such action at its own expense and through its own counsel, provided:
    i. The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires.
    ii. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
    iii. The Association shall have complete authority to compromise and settle all claims which it defends under this section.

C. Neither the Board nor the Association will discriminate against any employee because the employee chooses to become an Association member or chooses not to become an Association member.
    1. Joining the Association is not a condition of employment; an employee cannot and will not be terminated because the employee chooses to not join the Association.

    2. Paying Association dues is not a condition of employment; an employee cannot and will not be terminated because the employee chooses to not pay Association dues

    3. The Board will not tolerate harassment or discrimination against any employee who chooses to become an Association member or chooses not to become an Association member. Any employee who believes he/she has been harassed or discriminated against in violation of this subsection should complain as set forth in the board's harassment/EEO policy. Any employee determined to have harassed and/or discriminated against a colleague because that colleague chose to become an Association member or chose to not become an Association member or chose to pay Association dues or chose to not pay Association dues, will be subject to appropriate corrective/disciplinary action, up to and including termination "for cause".

D. The Association agrees to indemnify and hold the Board harmless against any and all claims, suits, and/or other forms of liability that may arise out of or by reason of deductions made by the Board pursuant to the Article, or by reason of the Board complying with the provisions of the Article.

E. Upon annual appropriate written authorization from the bargaining professional staff, the Employer shall deduct from the salary of any such bargaining professional staff and make appropriate remittance for MEA Financial Services' MEA-Sponsored Programs (Tax Deferred Annuities, Auto Insurance, Homeowner's Insurance, etc.), current health care provider programs not fully employer-paid, any financial institution of the bargaining professional staff's choice, credit union, savings bonds, charitable donations, 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 professional staff chooses.

Section 1.5 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 workdays shall be compensated at a rate of 1/teacher attendance days of current gross salary on a per diem basis.

Section 1.6 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 the 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 employees 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 grievance 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 (50) 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 herring shall contain the following:

1. It shall be signed by the grievant or grievance;
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 grievance, and in the event it is considered meritorious shall process the claim with the Superintendent or his/her designee. If the Grievance Committee determines the grievance to be without merit it shall notify the grievant and the grievant 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 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 the Agreement.

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

2. The arbitrator shall have no power to establish or alter salary schedules.

3. The arbitrator's powers shall be limited to deciding whether the Board 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 judgement 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 professional staff 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 professional staff 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 Representative 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/ancillary staff 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 1.7 Negotiations

A. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make 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, 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 Agreements. 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 professional staff 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 professional staff through a district provided email account, to employees now employed or hereafter employed under the terms of this agreement, within thirty (30) days of ratification by both parties. Employees needing to obtain a hardcopy may make arrangements through the Administrative Offices.

Section 1.8 School Calendar

A. The parties agree that the school calendar is negotiable annually, including length of the work year, workday, make-up days, parent teacher conferences, holidays, vacations, scheduling of state required professional development, and further agree that the school calendar shall be set forth in Schedule 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 1.9 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 professional staff 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 professional staff or employee or group of bargaining professional staffs 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.

1.10 Sub-Contracting

A. The Employer agrees that supervisors or non-unit personnel shall not be used at any time to displace bargaining professional staff regularly employed in the bargaining unit, except in emergencies or by written agreement when bargaining professional staff are not available or have refused to do the work assigned except in cases where unsafe conditions are being charged by a bargaining professional staff. 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
Employment Relationships

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 the United States of America, 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 judgement and discretion in connection therewith shall be limited only by the specific and express terms of the 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 of America.

C. The exercise of rights pursuant to section 15(4) of PERA. (MCL 423.215)

Section 2.2 Bargaining Professional Staff 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 professional staff 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, or choose not to join or support the Association. 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 professional staff 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 professional staff with respect to hours, wages, or any terms or conditions of employment by reason for membership in the Association, participation in any activities of the Association or collective negotiations with the Employer, institution of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment. No bargaining professional staff shall be prevented from wearing insignia, pins, or other identification of membership in the Association at any time by the Employer, or by the Association from choosing not to do so.

B. Nothing contained within this Agreement shall be construed to deny or restrict to any bargaining professional staff rights under the Michigan General School Laws or other applicable State or Federal laws or regulations.

C. The bargaining professional staff shall be entitled to full rights of citizenship, and no religious or political activities of any bargaining professional staff or lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such bargaining professional staff.

D. The Employer agrees that it will in no way discriminate against or between bargaining professional staff covered by the Agreement because of their race, creed, religion, color, national origin, age, sex, marital status, height, weight, disability, or genetic information.

E. No ancillary staff employee shall be disciplined without just cause. Teacher discipline will be governed by the standard in the Teachers' Tenure Act. The term "discipline" as used in this Agreement includes written reprimand, suspension, or discharge. The specific grounds for disciplinary action will be presented in writing to the ancillary staff employee 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 professional staff shall be notified of the purpose and is entitled to request the presence of an Association Representative.

G. A bargaining professional staff has the right to review their 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 employees' choosing may accompany the employee in such review, which shall be made

in the presence of a person designated by the Superintendent.

H. No adversely critical material originating after original employment of the bargaining professional staff will be placed in the personnel file, unless the bargaining professional staff 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 professional staff believes that material to be placed in the file is false, irrelevant to employment, or in error, the bargaining unit staff 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 professional shall be promptly reported to the Employer. The Employer shall promptly render all reasonable assistance to the bargaining professional staff, when possible to prevent injury.

J. The Board will provide, for bargaining professional staff 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 a vacancy in any professional staff position in the district shall occur, the Board shall publicize the same by written, electronic notice of such vacancy to the Association and to any professional staff who has filed a request for transfer with the Superintendent and is certified and qualified for the position. No professional staff vacancy shall be filled, except on a temporary basis, until such vacancy has been posted for at least ten (10) calendar days.

B. Any professional staff may apply for such professional staff vacancy provided the person is qualified or willing to become qualified for the position. The Board agrees to give due weight to the professional background and attainments of all professional 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 professional staff promoted or transferred to a supervisory or executive position shall be entitled to the same rights as other teachers, under existing agreements, should the person 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 mailboxes located in each building may be used for dissemination of information regarding Association activities.

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 on the grievant's 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 Teacher Evaluation and Progress

A. The Teacher shall be evaluated using a performance evaluation system including the following:
    1. A negotiated evaluation tool agreed upon between the administration and Association.

    2. Specific performance goals each school year for the teacher to improve their effectiveness.

    3. 20% of the teacher year-end evaluation determination will use student

growth and assessment data or student learning objective (SLO) metrics as agreed upon between the administration and Association.

a. Student growth and assessment data or SLO are measurable, long term academic goals set for all students that utilize data determined annually by the grade level/department teachers.
b. The teacher, in agreement with administration, shall be allowed to eliminate data from students who have; excessive absences, are partial year transfers into/out of the teacher's classroom, or who have other anomalous circumstances that warrant elimination.
c. The parties will by September 15 negotiate and reach consensus concerning how to measure student growth and assessment data or student learning objective metrics to be considered for 20% of the evaluation. If a consensus is not reached by September 15, the District will use the assessment data currently utilized.

4. 80% of the teacher year-end evaluation will be based upon the negotiated year-end evaluation form within the negotiated evaluation tool that utilizes objective data.

B. All Classroom observations of the teacher will be conducted openly and with full view of the teacher.
   1. Classroom observations for teachers that are intended to assist in the year-end performance evaluation shall be conducted as follows:
      a. The classroom teacher shall be notified no later than September 30 of each year which administrator will be conducting their year-end evaluation.
      b. The classroom observation used in the year-end evaluation must include a review of the teacher's lesson plan and the state curriculum standard being used in the lesson.
      c. The observation must include a review of pupil engagement in the lesson that is observed.
      d. The observation shall be no less than fifteen consecutive minutes.
      e. Administration will provide two (2) days advance notice of the legally required scheduled observation. Unscheduled observations may occur without advanced notice.
      f. Feedback on the lesson plan and pupil engagement observed will be discussed during a post observation meeting between the administrator conducting the observation and the teacher.
      g. At the post-observation meeting the classroom teacher will be provided feedback on the observation through the "Post-observation" feedback form contained in the evaluation tool.
      h. There shall be at least two (2) classroom observations of a teacher in each school year the teacher is evaluated that are conducted at least ten (10) school days apart.
      i. The first observation evaluation shall occur no later than December 15 of each school year unless mutually agreed upon between the classroom teacher and the administrator.

2. Classroom teachers who work in more than one building on a regular basis shall, upon request, receive an observation by each administrator in whose building he/she works and an official evaluation completed by an assigned evaluator, designated by the Superintendent of Schools.

C. An annual performance evaluation system will assign a year end rating of "effective, "developing" or "needing support" for classroom teachers. Any less than effective evaluation of an employee's performance asserted by the Board or any agent or representative thereof will not be subject to the Grievance Procedure hereinafter set forth unless required by law. Nothing contained herein will deprive the Board of any rights granted under the Michigan Teacher Tenure Act.
   1. Classroom teachers that have received a "minimally effective", "ineffective" rating prior to July 1, 2024 or "needing support", "developing" rating thereafter, teachers with performance deficiencies as identified by the evaluator, and probationary classroom teachers:
      a. Will be provided an IDP, with specific performance goals, that will be used to assist in improving effectiveness for the next school year developed with consultation and in agreement with the classroom teacher.
      b. The year-end evaluation determination and form shall be delivered at a meeting with the observing administrator no later than the last day of each school year. In the event there is no year-end evaluation by the last day of the school year, the teacher shall be deemed "effective" per the year-end evaluation determination.

   2. Classroom teachers who work less than 60 days in any school year, or who have their evaluation results vacated through the grievance procedure or are otherwise not evaluated due to circumstances the district deems applicable for exempting the teacher from the annual evaluation process as agreed upon by the classroom teacher, shall not be provided an evaluation for that year. Said teacher shall receive the same rating they received in the prior year for consecutive purposes for the current year if it was conducted by Tri County Area Schools.

   3. If a tenured teacher has been rated "highly effective" or "effective" for three (3) consecutive year-end evaluations, they may be evaluated every other year, thereafter. If the subsequent year-end rating is not "effective" on the evaluation following, the teacher shall be evaluated annually until receiving an "effective"rating for an additional three (3) consecutive years. If a teacher on triennial evaluations is placed on an IDP, the teacher will be evaluated annually.

   4. If a tenured classroom teacher is rated as "needing support" they shall have the following due process rights to challenge said rating:
      a. The classroom teacher may request a review meeting of the evaluation and the rating to the district's superintendent.
      b. The request for a review meeting with the superintendent must be made in writing within thirty (30) calendar days after the

classroom teacher is informed of the rating.

c. A meeting with the superintendent shall be held no later than five (5) school days after receipt of the request for review from the classroom teacher.
d. A written response to the review meeting with any modification of the year-end performance rating shall be provided to the classroom teacher within thirty (30) calendar days after the meeting.
e. If the written response from the superintendent does not resolve the matter, the classroom teacher or the Association may make a written request within thirty (30) calendar days, after receiving the response from the superintendent, for mediation through the Michigan Employment Relation Commission and provide a copy of that request to the administration.
f. Within fifteen (15) calendar days of receipt of the request for mediation, the district shall provide a written response to the classroom teacher and Association confirming the mediation will be scheduled as appropriate.

5. A classroom teacher, who is not in a probationary period under section 1 of Article II of 1937 (Ex Sess) PA 4, MCL 38.81, who receives two (2) consecutive ratings of "needing support" may demand to use the grievance procedure as outlined in section 1.6.

D. Classroom teachers who have not satisfactorily completed a probationary period in another Michigan Public School District shall serve a probationary period under the Teachers' Tenure Act. Teachers who have served a successful probationary period in another Michigan Public School District shall serve a two-year probationary period.

E. Training on evaluation system, tools, and reporting forms
   1. Prior to a classroom teacher's first observation, the district shall provide, during contractually scheduled Professional Development time, training to all new classroom teachers or those new to the district on the evaluation system, reporting forms, and other important components of the year-end evaluation process; including how each reporting form is used during the process.

   2. Evaluators will receive training as required by law.
      a. Classroom teachers may request an additional trained administrator to observe and give feedback in the evaluation process if they believe the process is not being done objectively.

F. Formal complaints regarding a classroom teacher made to the Board of Education or an administrator, which may be considered in the evaluation of the teacher, will be promptly called to the attention of the classroom teacher. 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.

G. The classroom teacher has the right to review their 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 classroom teacher in such review, which shall be made in the presence of a person designated by the Superintendent.

H. No adversely critical material originating after original employment of the classroom teacher will be placed in their personnel file, unless the classroom teacher has had an opportunity to review the material. The classroom teacher may submit written comments regarding any material, and the same shall be attached to the file copy of the material in question. If the classroom teacher believes that material to be placed in their file is inappropriate or in error, they may utilize the Grievance Procedure contained in section 1.6 to modify or remove such adversely critical material.

I. If the classroom teacher is asked to sign (written or digital) any material to be placed in their file, such signature shall be understood to indicate 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. 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.

   2. A seniority list shall be prepared and distributed by the Board to each employee of the bargaining unit no later than September 30th of each school year.

   3. Any new employee or re-hire 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.)

   4. 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 the same 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 professional staff, the order of such reduction will be as follows:
    1. Certification/Qualified

    2. Seniority

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 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 professional staff 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 professional staff 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 the 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 professional staff. Professional development shall include the input of administrators and professional staff 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 employees.

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

Teaching Conditions

Section 3.1 Student Discipline and Professional Staff Protection

A. Since the professional staff's authority and effectiveness in the classroom is undermined when students discover there is insufficient backing and support, the Board recognizes its responsibility to give all reasonable support and assistance to professional staff 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.

B. Professional staff 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 professional staff will furnish the principal, as promptly as employment obligations allow, a written statement of the incident, using the District's Student Management System.

C. Any case of assault upon a professional staff shall be promptly reported to the building administrator or its designated representative in writing. The Board will advise the professional staff member of their rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the professional staff 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 by the Board to professional staff at the commencement of each school year (refer to board policies).

E. Any complaints by a parent or guardian of a student, directed toward a professional staff shall be called to the professional staff's attention provided the complaints are repetitive and of the same nature.

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 the professional staff, 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. Professional staff should discourage incoming personal calls unless they are of an emergency nature. Professional staff will not be called from classrooms or other assigned duty are1.as 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 professional staff 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. Each professional staff shall attend one of the following events each year without additional compensation: open house, graduation, musical program, for approximately 90 minutes per event. The specific event shall be determined each year by TCEA and Administration. If an employee demonstrates an inability to attend the designated event, they shall work with their principal to attend an alternative event. If an employee cannot reschedule a different event, 90 minutes of pay or comp time will be deducted on the June 23rd payroll of each year.

C. A teacher's normal school hours shall include the following:
   1. Professional staff

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.
c. Part-time professional staff will create a schedule with the building administrator which will address the employees' start and end time for each work day.

2. Professional Learning Community (PLC)
    a. Leaders and team members will be determined by administration and will be using the following timelines: September, October, November, January, February, April, May.
    b. Individual meeting duration will be 1-hour blocks.
    c. The meeting dates will be determined per building by majority staff vote prior to Labor Day of the current school year.
    d. Prior to each PLC meeting, the PLC leaders may meet with building administrator(s) (up to 1 hour) to discuss and review the PLC agenda. PLC agendas will be based around the four PLC questions.

3. The building principal and their staff shall determine one (1) day per month that may be used for meetings. These meetings shall start 5 minutes after student dismissal and last no longer than one (1) hour, unless otherwise agreed between the Association President and Superintendent. Attendance at no more than one (1) such meeting per month shall be required of any Professional staff. In the event that meetings for special education Professional staff, for information/training etc., become necessary, attendance will be required and will be compensated in accordance to the section in schedule B. In the event that it is necessary to have elementary and secondary groups together, i.e. for guest speakers etc., the meetings will be scheduled so as both groups can meet together. Notification of meetings shall be given three (3) teacher attendance days in advance.
    a. Attendance at PLC's and building meetings is considered part of the Professional staff work responsibility. Professional staff who miss PLC's and building meetings may be subject to a reduction in their overall evaluation score and a reduction in their merit pay.

4. Hours of all part-time professional staff 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 Schedule A. Part-time Professional staff who are asked to work beyond their normal school hours (i.e. 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:

    (Contracted Annual Salary) / (Professional staff Attendance Days x Normal School Hours) = Hourly Rate

5. 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.

6. Professional staff who are involved with IEP meetings will be released from their regular duties without loss of pay. If a professional staff 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, professional staff shall select the option of either being compensated with one (1) hour of comp time or receive pay for one (1) hour at the extra duty rate.

7. For meetings mandated by Federal Law, i.e. IEP's, MET's, etc. Professional staff will not be required to attend more than 60 minutes per week during preparation periods. If more than 60 minutes per week of preparation time is needed, Professional staff 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.

3.5 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). Each secondary 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. Ancillary staff shall have a minimum of 225 minutes of unassigned preparation time per week scheduled in consultation with their assigned administrator. Preparation time is prorated based on assignment.

B. The weekly instructional time for each classroom teacher in the elementary schools shall not exceed 26 hours, 50 minutes. Elementary classroom teachers shall be provided with a minimum of 30 minutes per day of unassigned preparation time. Unassigned preparation time for the elementary classroom teachers shall be at least 5 hours per week. Ancillary staff shall have an unassigned preparation time of 225 minutes per week scheduled in consultation with their assigned administrator.

C. The ECSE teacher schedule (specifying hours, instructional time, planning time and lunch) will be submitted to the ESC and to the TCEA.

D. For assignments beyond the weekly teaching load, a teacher shall be compensated at the teacher's hourly rate. The teacher's hourly rate shall be determined in the following manner:
    a. (Contracted Annual Salary) / (Teacher Attendance Days x Normal School Hours) = Hourly Rate

E. All middle/high school teachers shall be entitled to at least a thirty (30) minute duty-free uninterrupted lunch period. All elementary teachers will be entitled to a thirty-nine (39) minute duty free uninterrupted lunch.
    a. For early release days all middle/high school teachers shall be entitled to at least a

twenty (20) minute duty free uninterrupted lunch period. Elementary teachers are required to walk students to the bus or pick up line daily for student safety. In exchange for this extra time, all elementary teachers will be entitled to a thirty-nine (39) minute duty free lunch.

F. Assignment to a supervised study period shall be considered a teaching period for purposes of this section.

Section 3.6 Teaching Conditions

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

Parking areas shall be made available to professional staff during school hours.

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 professional staff will be provided with his/her own personal copy.
https://go.boarddocs.com/mi/tric/Board.nsf/Public

Professional staff must be informed of the automated reporting process to be used at least one and one-half (1½) hours prior to the start of the student school day to report unavailability for work. Failure to timely report such notice may result in disciplinary action. Once a professional staff has timely reported using the designated automated reporting process, it shall be the responsibility of the Board or its designated representative to arrange for a substitute.

A professional staff may be released from regular duties without loss of salary and/or Paid Time Off (PTO) day allowance to attend professional meetings that are of interest, and relevant to the profession, subject to the prior approval of the building principal or supervisor. Professional staff may be liable for the deduction of pay, for the period involved, should they be released for such a purpose and then fail to attend the meeting Professional staff who become aware of a possible threat or immediate safety hazard within the school building or on the school premises, shall take precautionary action, and notify the building principal or Superintendent. The Administration shall investigate as expeditiously as possible and take appropriate action.

3.7 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

Elementary	**Maxima Per Class**
Resource Room / Special Education	State Code
RK	18
Grades K-1	25(K) / 26(1)
Grades 2-3	27
Grades 4-5	29
Classroom - Number IEP'd and 504 for an academic qualifying area	10

Secondary (Including Grade 6)	**Maxima Per Class**
Class Size at a maximum (excluding performance groups such as band and choir, unless otherwise noted)	29
Resource Room / Special Education	State Code
Classroom - Number IEP'd and 504 for an academic qualifying area	10
Woods	24
Remedial Math	20
Remedial English / Reading	20
Academic Success	20
Physical Education	32

Social Work and Speech and Language overload	See Schedule I

1. The maximum class size for the Alternative Education program will be 18 (22 with a paraprofessional). The teacher will receive overload pay for students at $10.00 per day for each student over the maximum class.

2. The maximum caseload for a K-12 mentor teacher in a student led, virtual learning program will be 20 students per mentor teacher hour. The mentor teacher will receive overload pay for students at $2.00 per student/day on the amount exceeding maximum caseload.

3. If class size as stated is exceeded by the specified maximum, the following alternatives will be considered as relief:
    a. Redistribute class loads
    b. Hire additional faculty
    c. Restructuring of the program
    d. Payment for overloads
    e. Other mutually agreeable relief

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 $2.00 per student per class day.

    2. Teachers at the elementary level (Young 5's, K-5) will receive $10.00 per day per student exceeding agreed upon maximum; special teachers will be prorated based upon their number of instructional minutes divided by the total number of minutes in the elementary instructional day.

    3. Special Education teachers will be paid $2.00 per student/day on an amount exceeding maximum caseload.

    4. In co-taught classrooms the overloads will be paid as follows:
        a. Example 1: In classroom A there are 32 students, 12 of them are IEP'd special education students, classroom A is a co-taught 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).
        b. Example 2: In classroom B there are 32 students, 10 of them are IEP'd special education students, classroom B is a co-taught 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 student official exit date (the day following the last day of instruction). Overloads will be paid after each 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 shall be met:
    1. The number of students in a split classroom shall not exceed 26.

    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, except by mutual written agreement between the teacher and principal.

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.

B. If a job-sharing assignment is approved by the board it is considered a one (1) year assignment. The individuals involved, however, may reapply prior to April 1st to continue job sharing for an additional year.

C. When a job position is terminated, each teacher will return to an eligible position determined by the board.

D. Seniority will accrue to a teacher in a job-sharing position on a pro rata basis.

E. PTO will be prorated according to the fraction of the position for which the teacher is employed.

F. Requests for leave of absence shall be in accordance with contract provisions.

G. The Board and the Association shall work closely together on the implementation and evaluation of the job-sharing program.

H. 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 the teacher 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, to reflect the fraction of the position shared.

I. 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 professional staff during their employment shall remain the property of such employee.

C. 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.

D. 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 to a student may be made by the Board of Education.

E. 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 professional staff. 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 PTO 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 (within 5 working days) to the offending professional staff.

C. Disciplinary action of professional staff shall be defined as any written reprimand, suspension, or discharge. This section does not apply to non-renewal of a probationary ancillary staff employee who is rated less than Effective; a probationary professional staff employee may be dismissed at any time for misconduct.

D. Before any meeting is called from which disciplinary action may result, the professional 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 a 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 professional 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 professional staff employee
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 in the bargaining professional staff'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 professional staff's future promotion, transfer, or job status, the reprimanded professional 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 professional staff's personnel file and shall not affect the professional staff in matters of promotion, transfers, or job status.

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 professional staff 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 instruction in hygienic practices and management to employees coming into contact with students having such communicable diseases.

C. The Board of Education will ensure the TCEA Master Agreement and the Tri County Board of Education Policies and associated guidelines are available on the district website for professional staff to access.
a. Board Policy (https://go.boarddocs.com/mi/tric/Board.nsf/Public)

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 employee of the bargaining unit.

2. Participation as a Mentor Teacher shall be voluntary.

3. The Administration shall consult with the building representation at the beginning of the year on the selection of each mentor teacher and why that person was selected to mentor the new teacher. 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, they may elect to supervise more than one (1) Mentee.

C. Compensation for mentoring will be for one (1) Mentee.

D. The Mentor teacher assignment shall be for one (1) year subject to review by the Mentor Teacher, Mentee, and building administrator after each semester. The appointment may be renewed in succeeding years.

E. Because the purpose of the mentor/mentee match is to acclimate the bargaining professional staff and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be confidential and shall not, in any fashion, be a matter included in the evaluation of the Mentor Teacher or Mentee. Neither the Mentor Teacher nor the Mentee shall be permitted to participate in any matter related to the evaluation of the other.

F. Mentor Teachers shall be compensated according to Schedule B List 1, (Mentor

Section 4

Leaves of Absence

Section 4.1 Leaves of Absence (Compensable)

A. All teachers shall receive ten (10) days of Paid Time Off (PTO) with pay each year of employment. The first seventy-two (72) hours of PTO is subject to PA 338 (MCL 408.962 et seq.) enacted in February 2025, the Earned Sick Time Act. Each teacher shall be entitled to an unlimited accumulation of the unused portion of each year's PTO allowance, which shall be available in future years. These days may be used as follows:
   1. PTO days, can be used as follows:
      a. Except as stated below, a PTO day may be used for any purpose at the discretion of the professional staff.
         i. During any scheduled professional development (PD) time or any scheduled partial day, a PTO day or a full comp day may be used ONLY for the transaction of business which cannot be attended to on weekends, outside the normal school hours, or during vacation periods. Approval by the building administrator must be done in advance.
      b. Any professional staff planning to use a PTO day/s shall notify the principal in the district approved notification system (AESOP) at least two (2) days in advance, except in cases of emergency.

c. Any professional staff planning to take three (3) or more consecutive days off will need a preapproval of a minimum of five (5) school days prior to the requested time off.
    i. An Extended Leave Application must be completed and turned into the Principal and the Payroll Specialist (Schedule G).
    ii. District wide, five professional staff members will be granted an extended leave which will be granted in order of request. If more than one (1) person in the same building requests an extended leave during this time, the extended leave needs to be approved by the Superintendent.
    iii. PTO cannot be used for three (3) or more consecutive days in consecutive years, unless professional staff has ten (10) years of service and eighty (80) PTO days accumulated.
    iv. In the event of an unscheduled school closing during the extended leave, the employee will not be docked the PTO day or comp time; however, the application for the extended leave for that year will apply.

d. Part-time teachers shall be granted prorated PTO time based on their current FTE.
e. Five (5) PTO days, district wide, will be granted in order of receipt of request, to be used for the extension of vacation or holiday recess. Requests will be accepted on or after the first teacher workday and must be submitted to the superintendent for approval in writing via PTO Request form and copy to building principal and Payroll Specialist.
f. Additional PTO days may be granted by the Superintendent before/after vacation/holiday for special circumstances, not subject to the grievance procedure, and that decision shall be final.

2. Professional staff who pre-arrange to take a PTO day that is lost to inclement weather will not have those days deducted from their leave time.

A. 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.

B. Total PTO leave credit is available online or by written request to the payroll office.

C. In case of death, any unused PTO 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 PTO days times the affected professional staff's daily rate of pay at the time of death. The daily rate of pay shall be determined in the following manner: (Contracted Annual Salary) divided by (Teacher Attendance Days) equals daily rate.

D. Compensable leaves of absence, not charged against PTO days, shall be granted for the following reasons, provided that advance notice has been given to the administration:
    1. Any professional staff 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 their full pay and any appearance pay.

2. A professional staff 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.

3. Court appearances as a witness in any case connected with the professional staff'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 building principal.

5. Time necessary to take the selective service physical examination.

6. Any professional staff who is ordered to military duty (not at their request) during the regular school year shall be compensated for the difference between their full pay and their military pay.

7. Death in the immediate family (husband, wife, father, mother, sister, brother, child, grandchild, grandparents and above-mentioned in-laws, as well as significant others, such as niece, nephew etc.) up to a maximum of 5 days per occurrence. The Superintendent may approve additional days in unusual circumstances.

E. Workers Compensation Absences: Any professional staff who is absent because of an injury or disease for which they are receiving workers' compensation benefits, chargeable to Tri County Area Schools, shall receive from the Board the difference between their regular obligated salary and their compensation allowance for a period up to one year (365 days). The professional staff's PTO account shall 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, PTO charged 3 days for every 10 off the job.)

F. At the beginning of every school year, the Association shall be credited with a total of ten (10) days to be used by professional staff 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.

G. Paid leave 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 professional staff, following application. The application must be submitted by June 1.

B. A leave of absence, without pay or benefits, shall be granted to any teacher for the purpose of childcare, 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 PTO 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 current health care provider 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 Teachers' Tenure Act, Article V., Section 2.

F. Reinstatement from such leave shall be to the bargaining professional staff's former position or a position of substantially comparable nature.

G. A bargaining professional staff planning to return from such leave, must notify the Superintendent, in writing, of their intention to return no later than April 1 of the school year in which they are ending such leave. Failure to give such notification shall automatically void any re-employment rights that the bargaining professional staff had as a condition of such leave.

H. A teacher who is ordered to active military duty at their own request, during the regular school year shall be granted leave for the duration of their active military duty.

I. The superintendent, in agreement with the TCEA may approve other leaves of absence at their discretion.

J. In the event that Professional Staff is on leave for FMLA or Extended Leave and they have no PTO days left in their balance, contract adjustments will be made on a payroll-by-payroll basis, not upon return to work. For example: A teacher has run out of PTO and needs to be docked 10 days on their contract from the relevant pay period. Those 10 days missed would be docked at the time of this payroll.

Section 4.3 Involuntary Leaves of Absence

A. Upon the written recommendation of the building principal and the Superintendent, the Board may place professional staff on involuntary PTO. The Board shall, at Board expense, require a professional staff to submit to physical or mental examinations by appropriate specialists to determine whether involuntary PTO is warranted. The Board shall arrange for such examinations within ten (10) days of the start of the involuntary PTO. 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 professional staff 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 PTO.

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 professional staff desires to return to Tri County at the beginning of the next school year, they will present a medical certificate attesting to their ability to return to their position 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 professional staff does not desire to return to Tri County or is unable to furnish the medical certificate referred to in 1 above, they will either request a leave of absence without pay or will resign for reasons of ill health. In the event they elect to resign for reasons of ill health, they will be compensated, at their current rate of pay, for one-half(½) of the unused accumulated PTO credited to their account. This compensation will be paid only if a medical certificate, attesting to their 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 professional staff does not accept other employment. In the event the compensation is paid, and the professional staff accepts other employment, the Board of Education will be reimbursed the compensation paid plus interest at current bank rates. The professional staff 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

Compensation & Benefits

Section 5.1 Insurance Protection

A. For the calendar years of this contract: increase the cap dollar contribution amounts to the maximum amount allowed by the state hard caps. If no hard caps exist, increase the dollar contribution amounts by the percentage increase in insurance cost from the previous year, up to 3%.

   Cash in Lieu - $3,400 distributed over 19 pays beginning with the second pay in September.
   1. Dental, Vision, Life, LTD - 15% Co-pay: Parties will explore alternate non-medical plans once the current health care provider quotes are available and will consider other plans if less expensive and coverage substantially identical.

B. Plans and rates for medical and non-medical plans will be discussed and mutually agreed upon once the current Health Care Provider and other quotes are received each year.

Open enrollment will be held in November of each year for January 1 elections.

C. With attainment of Medicare eligibility, and when appropriate (as determined by the current health care provider), the current health care provider's Medical Plan Premiums or Limited Medicare Supplement premiums shall be paid on behalf of the bargaining professional staff, spouse and/or dependents eligible for Medicare, including sponsored dependents. Medicare Part B premiums shall be paid on behalf of the bargaining professional staff, spouse and/or dependents, including sponsored dependents, when Medicare is elected in lieu of the current health care provider Medical Plan Premiums protection, or, when the bargaining professional staff 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 professional staff has exhausted all paid PTO, the above-mentioned employee benefits shall continue uninterrupted throughout the balance of the contract year defined in Paragraph G, provided the employee pays their mandated share for benefits as required by 2011 PA 152.

D. In the event a bargaining professional staff is terminated, resigns, or is granted a non-compensable leave of absence (not due to exhaustion of PTO or illness) during the school year, current health care provider Medical or current health care provider limited Medicare supplement, current health care provider life, current health care provider dependent life, current health care provider/Dental, and current health care provider Vision (excluding all salary protection plans) for the bargaining professional staff and their entire family shall be continued by the Employer until the bargaining professional staff 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 PTO or illness). It is understood that the employee shall pay their share as mandated by 2011 PA 152.

E. Part-time bargaining professional staff shall be eligible for monthly prorated Board contributions for each insurance program outlined in this section except in the case of dental, vision, and long-term disability where they will receive the same contribution as full-time employees' full subsidy.

F. 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 September 1, and ending August 31, even though the bargaining professional staff 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 current health care provider, including opportunities for fall open enrollment and whenever group or individual subsidy amounts change that could affect the benefit. When necessary, contributions on behalf of the bargaining professional staff shall be made retroactively or prospectively to assure uninterrupted participation and coverage. The Board shall be responsible for providing insurance information including enrollment directions.
    1. Insurance for TCEA bargaining professional staff will run from September through August each year, except in cases of retirement, in which case the

insurance will follow Section 5.7 (H) of the master agreement.

2. Laid off /non-renewed employees will be responsible for paying the increase in the cost of their insurance for July and August on the August 23 payroll.

G. The Employer shall provide without cost to the bargaining professional staff or Association all services necessary, including payroll deduction, to enable the bargaining professional staff to participate in all health care provider sponsored programs, MEA financial services, MEA- sponsored tax-deferred annuity plans, MEA financial services insurance programs, as well as other MEA sponsored programs.

H. 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 professional staffs, the parties agree to meet and negotiate over the impact of such a program on the benefit package contained in this Agreement.

I. 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 current health care provider plans.

    2. Said coverage shall be from a policy provided by the current health care provider 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 to the employees.

Section 5.2 Salary Schedules

A. The salaries of professional staff covered by this Agreement are set forth in Section 6, Schedule 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 professional staff 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. Employees who plan to take courses to advance on the salary schedule must fill out Schedule H for approval by the Superintendent prior to taking the courses. Courses that are not approved by the Superintendent may be appealed to a committee consisting of three (3) bargaining professional staff and two (2) administrators.

D. 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. Undergraduate classes taken as part of a planned program for continuing Michigan Certification will count towards the BA+20 track.

E. 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.

F. To qualify for the MA+15 track of the schedule, the teacher must meet the requirements of the MA track, hold a Permanent, Standard, Professional or Renewing 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.
    1. An employee whose Master's degree requires more than 45 hours to earn will be credited at the MA+15 lane. (Counselors)

G. 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 Permanent, Standard, Professional or Renewing 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.
    1. An employee whose Master's degree requires more than 50 hours to earn will be credited at the MA+30 lane. (School Social Workers, Speech and Language)

H. 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 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 Schedule 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 may prevent the Board from raising

compensation rates, by an equal dollar amount by each step, as outlined in Schedule A, unilaterally, should circumstances make it desirable and possible during the life of this Agreement.

1. Steps will be granted annually for professional staff who earn a year end rating of effective or developing.

2. One half year of salary schedule credit may be given for each year of outside certificated professional educational experience not to exceed seven years, may be awarded to new hires; exceptions may be made through the IBB process (TCEA and Admin).
    a. In 2021-2022 staff were awarded an additional step for the frozen step implemented in 2014-2015, therefore the above Section 5.3(B)(l) language is ineffective and unenforceable. If another step freeze is implemented for an entire school year, the language above in Section 5.3(B)(l) will become effective again.

3. Professional staff 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.

4. 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.

5. Upon designation of an account, compensation paid under Schedule A shall be paid via direct deposit. 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. Professional staff who, at the beginning of their eleventh (11) consecutive year of full-time employment with Tri County Schools, shall be eligible for longevity pay. This payment shall be provided in addition to the employee's regular salary and shall not be considered part of base pay for purposes of calculating other benefits. The longevity pay will be equally divided and paid out in the second pay period of December and June.
    1. 11-15 years $500

2. 16-20 years $750
3. 21-25 years $1000
4. 26+ years $1250

D. When available, free before and after school care will be offered from 6am to the beginning of school and after school until 6pm to all professional staff's dependents enrolled at Tri County Elementary.
    1. If Tri County Childcare is no longer available, the negotiation teams will convene and update the contract with a letter of agreement.

Section 5.4 Extra Duty Compensation

A. Professional staff working on special assignments that fall outside of the normal working 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 Schedule B (Lists 1 and 2).

B. Compensation paid under Section 6, Schedule B (List 1) shall be divided into 20 or 24 equal installments as noted in Section 5.3.B.4.

C. When extra duty assignments, under Section 6, Schedule 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, Schedule 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 Standards Act. School personnel may request that their Schedule B (List 2) payment not be a part of their regular pay.

E. All hourly wages and compensation time:
    1. In order to be paid or credited for compensation time on the next payday, timesheets need to be turned in by the 15th of the month to be paid on the 23rd, and they need to be turned in on the last day of the month to be paid on the 8th.

    2. All hourly pay and compensation timesheets need to be turned in within one month of the date worked. Any timesheet turned in after the one-month window will not be accepted. (Example-hourly date worked is Nov. 2 -Timesheet needs to be turned in to the office by December 2 and would be paid by December 23rd.)

F. The District may assign Schedule B duties to other District employees in lieu of filling a Schedule B position. If instructional coaches are assigned as mentors or PLC leaders, they shall not receive the Schedule B stipend for those duties but shall receive the Schedule B instructional coach stipend.

Section 5.5 Substitute Teaching

A. Professional staff shall not be required to substitute for another teacher. Professional staff who agree 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:
    1. $35.00 per class hour, for the duration of the agreement.

B. Professional staff may choose compensatory time in lieu of Paragraph A.

C. In a co-taught classroom, if one teacher is unavailable, every effort will be made to find coverage. However, if no coverage is available, the assigned teacher(s) is not eligible for compensatory time.

D. A teacher who is required to or who requests to teach a class beyond their normal school hours will be compensated at normal hourly rates 3.7 Section C with the exception of compensatory ed program.

E. When professional staff substitute during their preparation and planning time, they shall submit a timesheet and retain a copy.

F. See Appendix J for Quality Sub Coverage

Section 5.6 Compensatory Time (Comp Time)

A. Compensatory time can only be earned by substitute teaching as defined in Sections 3.4 and 5.5.
    1. In the event that professional staff is asked to read or administer a test for a student based on accommodations for an IEP, 504 plan, or a state or district required assessment during their preparation time, and if the session is approved by the administration, they may be compensated with compensatory time per 5.6(B) or receive pay based on section 5.5(A), and may be prorated to the time spent out of their preparation hour.

B. Professional staff 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.

    1. Professional staff will use the following chart when recording their time:

5 Min =	.09
10 Min =	.17
15 Min =	.25
20 Min =	.34

25 Min =	.42
30 Min =	.50
35 Min =	.59
40 Min =	.67
45 Min =	.75
50 Min =	.84
55 Min =	.92

C. Compensatory time used shall not be deducted from accumulated PTO.

D. Compensatory time will follow section 4.1 (A-3) of the contract.
   1. Professional staff planning to use one (1) or two (2) full days of comp time shall notify the principal through the district approved notification system (AESOP) at least two (2) days in advance, except in case of emergency.

   2. If three (3) or more consecutive days are used section 4.1 (A-3-c) applies.
      a. Any combination of PTO and/or comp time cannot be used for three (3) or more consecutive days in consecutive years.
      b. In the event of an unscheduled school closing during the extended leave, the employee will not be docked the PTO day or comp time, however the application for the extended leave for that year will apply.

   3. During any scheduled PD time or scheduled partial day, a day or a full comp day may be used ONLY for the transaction of business which cannot be attended to on weekends, outside the normal school hours, or during vacation periods. Approval by the building administrator must be done in advance.

E. One (1) compensatory day will be earned when professional staff accumulates five (5) hours (300 minutes) of compensatory time. One half-day equals 2.5 hours (150 minutes).

F. The maximum number of professional staff from each building who are permitted to use comp time on any given date shall be as follows or additional days may be granted at the building principal's discretion:

High School	2
Middle School	2
Tri County Elementary	4

District Floating Day	1

G. Professional staff who request compensatory time on certain dates will be granted leave on a first come first serve basis.

H. Accumulated comp time will be compensated at $21.50 per hour.
   1. If professional staff has accumulated at least 30 unused PTO days as of May 31, they may choose to roll over not more than twenty-five (25) comp hours into the next year, roll over comp time into the PTO for the following school year (5 hrs equals 1 PTO day), or be paid at the comp time rate for the remaining hours. If a form electing rollover is not submitted by the first Friday in June, all hours shall be paid at the comp time rate with the last payroll in June (unless the payroll office notifies the union that payment needs to be made at a later date in July or August).

   2. Professional staff with fewer than 30 unused PTO days as of May 31 may choose to roll over up to 15 hours of comp time into the next year, roll over comp time into PTO time for the following school year (5 hrs equals 1 PTO day), or be paid at the comp time rate for the remaining hours. If a form electing rollover is not submitted by the first Friday in June, all hours shall be paid at the comp time rate with the last payroll in June (unless the payroll office notifies the union that payment needs to be made at a later date in July or August).

I. Comp time will not be deducted for unassigned periods.

Section 5.7 Medicaid Billing

A. Professional Staff will be reimbursed the extra duty rate for completing Medicaid billing each month. 1 hour of pay will be compensated for each month billed.
   1. An additional hour will be given monthly if professional staff must approve another person's Medicaid billing. Ie: Approving logs for paraprofessionals who are required to bill for their student.

Section 5.8 Retirement Benefits

A. Having reached the age requirement of the Michigan Teachers Retirement Act and having completed at least fifteen years of service with Tri County Area Schools, the professional staff, upon retirement, shall receive a lump sum payment for each unused PTO days credited to their account. Payout will be made to the professional staff through a retirement plan. The rate of pay for each unused PTO day shall be determined as follows based on the number of accumulated unused days:

0-10	$0
10.5-30	$60
30.5-60	$70
60.5-100	$85

100.5-150	$100
150.5+	$115

B. 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.

C. A retiring professional staff shall designate, in writing, how to receive their compensation by electing one of the following options within the guidelines of the retirement plan.
   1. 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.

   2. Up to five (5) equal installments to be paid on the closest pay period following January 1 of each successive year.

   3. Lump sum payment within thirty (30) days following retirement to be paid to retiree's choice of financial programs.

D. In the event of an affected professional staff's death prior to receiving all of their installments, the Board shall continue payment to the deceased's estate. Such payment shall continue for the same amount of time as it would have had the professional staff lived throughout the period.

E. An employee eligible to retire and selects June 1 or July 1 for retirement may choose the following:
   1. They may choose to stay on their current District provided health insurance plan for 3 months after retirement. The district will continue to pay the monthly agreed upon insurance caps and the employee will pay their portion of the monthly premium for 3 months.

   2. MPSERS insurance and the Board shall reimburse such retirees for out-of-pocket deductibles, copays (including RX) and premium contributions incurred under the MPSERS plans during such 3 months, upon proof of documentation satisfactory to the District, not to exceed the monthly amount paid for current employee's insurance premiums.

Section 5.9 Duration of Agreement

A. This agreement shall be effective and shall remain in full force and effect from July 1, 2025 through June 30, 2028.

B. Negotiation re-opener for 2026-2027 for Schedule A, Schedule B, and Cash-In-Lieu.

Ratified by ASSOCIATION

on June 4, 2025

ASSOCIATION President

Negotiator for the ASSOCIATION

Date: 6/23/2025

Negotiator for the ASSOCIATION
Ratified by the BOARD

on June 16, 2025

BOARD President

BOARD Secretary

DATE: 6/23/2025

Schedule A

TCEA Schedule A - 2025-26

STEP	BA	BA+20	MA	MA+15	MA+30	PH.D/ED.D
1	46100	48261	49443	51760	53331	57964
2	47244	50405	51718	54089	55748	60490
3	49428	52661	54003	56427	58175	63024
4	51618	54923	56462	58940	60786	65743
5	53921	57298	58883	61415	63375	68440
6	56257	59705	61386	63972	65968	71140
7	58577	62097	63100	66560	68643	73923
8	60915	64506	65450	69125	71297	76685
9	62519	66111	68224	70918	73192	78580
10	63820	67412	69721	72415	74835	80223
11	64554	68146	70408	73102	75796	81184
12	65157	68749	71120	73813	76487	81875
13	66219	69990	72345	75176	77869	83526
14	66871	70643	72899	75730	78401	84058
15	67272	71044	73497	76327	79015	84673
16	67641	71413	73920	76750	79442	85100
17	68157	71929	74338	77169	79870	85527
18	68992	72943	75511	78475	81203	87130
19	69361	73313	75898	78861	81601	87528
20	69886	73837	76285	79248	81990	87917
21	70255	74206	76899	79862	82538	88464
22	70625	74576	77370	80334	83088	89015
23	71497	75628	78344	81444	84231	90427
24	71846	75977	78783	81883	84684	90881
25	72265	76396	79198	82298	85106	91302
26	72686	76816	79614	82714	85528	91724
27	73036	77167	79980	83080	85907	92103
28	73515	77826	80559	83792	86629	93095
29	73995	78485	81138	84504	87351	94086
30	74474	79143	81717	85215	88073	95078

Schedule B - Extra Duty Compensation

A. Professional staff will be given an annual pass to enter all home TCAS sporting events for themselves and up to one guest. Teachers with 4 or fewer absences (PTO or comp days) used as of June 30, will receive a family pass the next school year to allow household family members to attend home TCAS sporting events with the teacher. Passes do not cover MHSAA events held at TCAS.

B. Extra duty compensation percentages, paid to bargaining professional staff, are computed as described in section 5.4 E.

(List 1)	
Advisor, Senior	3.00%
Advisor, Junior	3.00%
Advisor, Sophomore	1.00%
Advisor, Freshman	1.00%
Band, Director HS March	10.00%
Band, Director MS	4.00%
Band, Summer	3.00%
Band, Asst. Dir HS March	2.00%
Choir, HS/MS	2.00%
HS Play/Musical	4.00%
Instructional Coach	12.50%
Mentor Teacher 1st yr	1.00%
Mentor Teacher 2nd & 3rd Yr	0.50%
PLC Dept. Leader	2.00%
Noon Hour Duty	5.00%
National Honor Society	1.50%
OM Coordinator	1.50%

(List 2)	
Baseball, Varsity	9%
Baseball, JV	5%
Baseball, Freshman	4%
Basketball, Varsity	11.50%
Basketball, JV	7%
Basketball, Freshman	6%
Basketball, Varsity Asst	6%
Basketball, MS 7th Gr	3%
Basketball, MS 8th Gr	3%
Cheerleading, Sideline Varsity	5%
Cheerleading, Sideline JV	1.50%
Cheerleading, Sideline MS	1.50%
Cheerleading, Competitive Var	7%
Cheerleading, Competitive JV	4%
Cross Country, Varsity	9%
Cross Country, Boys and Girls, MS	4.00%
Football, Varsity	11.50%
Football!, Varsity Asst	7%
Football, JV	7%
Football, JV Asst	6%

OM Coach	1.50%		Football, Freshman	6%
Safety Patrol	1.00%		Football, Freshman Asst	5%
			Golf, Varsity	8%
HS School Store	5.00%		Golf, JV	4%
HS Student Council	3.00%		PomPon, Varsity	3%
MS Student Council	2.00%		Soccer, Varsity	9%
TCE Student Council	2.00%		Soccer, JV	5%
Yearbook {if class in place)	2.50%		Softball, Varsity	9%
Spanish Club	1.00%		Softball, JV	5%
Debate	1.00%		Track, Varsity	9%
Quiz Bowl	1.00%		Track, Varsity Asst	4%
HS Chess Team Coordinator	1.00%		Track, MS	4%
E-Sports	1.00%		Volleyball, Varsity	11.00%
			Volleyball, JV	5%
			Volleyball, Freshman	4%
			Volleyball, MS 7th Gr	3%
			Volleyball, MS 8th GR	3%
			Wrestling, Varsity	11%
			Wrestling, JV	5%
			Wrestling, MS	3%

C. In the event that the 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 the yearbook is part of the teaching assignment, employees will receive a 2.5% per List 1 of Appendix B.

D. It is expected that an Instructional Coach works an additional 220 minutes per week and leads or supports the PLC leaders. Instructional coaches are not eligible for paid preparation time per section 3.5(A)(B) of the contract.

E. Persons in a Schedule B position, List 1 or List 2, for the 2009-2010 school year and 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.

F. After the 11th year (Step 11) an employee in List 1 would accrue salary based on the following schedule:

1. Year 12-15 (consecutive assignment)- 1% of BA step 1 added to the Schedule B contract.
2. Year 16-20 (consecutive assignment)- 2% of BA step 1 added to the Schedule B contract.
3. Year 21+ (consecutive assignment)- 3% of BA step 1 added to the Schedule B contract.

G. The following rate shall be paid to each TCEA employee 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.

1. 2025-2028 - $35.00

H. The following rate shall be paid to each TCEA employee 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.

1. 2025-2028 - $35.00

I. Except as stated otherwise in this Agreement (section 3.4.B), the following rate shall be paid to each TCEA employee hired to attend open house, committee meetings, or any other extra duty outside the normal school hours.

1. 2025-2028 - $35.00

J. Whenever an extra duty activity, not listed, is anticipated by the Board and/or administration, 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.

Schedule C - Staff Calendar

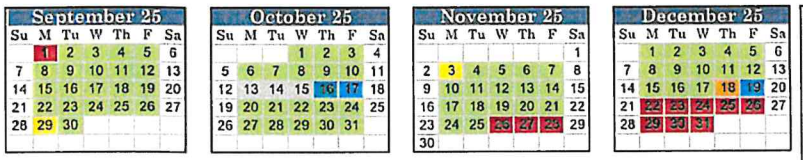
Tri County Area Schools

2025-2026

Academic Year Calendar

Final Draft 4.09.25





Teacher Day Count		
August	10	
September	21	
October	23	(1 Half Day)
November	17	
December	15	(1 Half Day)
January	20	
February	19	
March	22	(1 Half Day)
April	16	
May	19	(1 Half Day)
Total:	182	



Student Day Count		
August	8	
September	20	
October	23	(2 Half Days)
November	16	
December	15	(2 Half Days)
January	20	
February	18	
March	22	(2 Half Days)
April	16	
May	19	(1 Half Days)
PD Days	5	
Total:	182	



Start & End Times: HS/MS 7:25am-2:20pm
Elementary: 8:35am-3:35pm

Early Release: HS/MS 7:25-11:05am
Elementary: 8:35am-12:15pm

Teacher ER Workday Hrs: 11:15am-1:45pm
Teacher ER Workday Hrs: 12:30-3:00pm

Semester 1: August 18-December 19 (82 days)
Semester 2: January 5-May 28 (95 days)

Teacher Full Day PD Work Hrs: 8:00am-3:00pm w/ 1 hr lunch

2024-2025 Days	Hours	Total Hours Elem / Sec
Full - 166	6.42	1065.72 / 1065.72
ER - 10	3.08 / 3.33	30.80 / 33.30
Student Totals:		1096.52 / 1099.02
PD - 6	5.00	30.00 / 30.00

2025-2026 Days	Hours	Totals Hours Elem / Sec
Full - 170	6.42	1091.40 / 1091.40
ER - 7	3.08 / 3.33	21.56 / 23.31
Student Totals:		1115.96 / 1114.71
PD - 5	6.00	30.00/30.00

Superintendent: Ryan J Bell Date: 04.09.2025

TCEA: Date: 4/9/25

Schedule D - Job Sharing

Tri County Area School 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.
Please describe your process for job sharing, i.e.; half-day, every other day, etc.

_____

_____

_____

Date _____ Superintendent Signature _____

Date _____ Employee Signature _____

Schedule E - Grievance Report

Tri County Area Schools Grievance Report

Date Filed: _____

Name of Grievant: _____

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: _____

Schedule E - Grievance Report continued

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.

Schedule F - Zero/7th Hour

Zero/7th hour teaching assignments are voluntary unless there are not sufficient volunteers. In that case, assignment will be at District discretion pursuant to PERA 15(3)(j).

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.

Schedule G - Extension Request Form

I, _____ wish to

☐ extend my vacation/holiday recess by using a PTO day and/or comp time.

☐ extended leave by utilizing PTO day and/or comp time.

I understand that in order to be approved, I must comply with the rules set forth in Section 4.l(A) 3 and 5.6.D of the TCEA Master Agreement. A copy of the request will be submitted to the building Principal and Payroll Specialist a minimum of five (5) school days prior to the date of leave. A copy of the form will be returned to the employee with the approval or denial of the Superintendent. Staff may only take an extended leave every other school year. In the event of an unscheduled school closing during the extended leave, the employee will not be docked the PTO day or comp time; however, the application for the extended leave for that year will apply.

Date(s) Requested _____

PTO Date(s) _____

Comp. Time Date(s)_____

Signature of Employee: _____

Employee ID#: _____

OFFICE USE ONLY

Date Request Received By Superintendent:

_____

Request Approved _____

Request Denied _____

Schedule H - Lane Changes

Tri County Area Schools - Lane Changes

Staff Member Name: _____ Building: _____ Position: _____

Complete this section BEFORE taking courses for lane advancement.

START DATE	COURSE TITLE	INSTITUTION	CREDIT HOURS	DESCRIPTION

- ☐ Course(s) approved for advancement
- ☐ Course(s) not approved for advancement

Reason:_____

Superintendent Signature: _____ Date: _____

Complete this section AFTER successful completion of courses

When your approved class is completed, please return a copy of your completed transcripts when you have met the requirements for lane advancement. A copy of this form and your completed transcripts will be added to the employee's personal file.

Superintendent Signature: _____ Date: _____

Schedule I - Overload Procedure - Ancillary Staff

A. Speech Overload Procedure

1. Overload should be provided to the Director of Special Education on a weekly basis for approval and signature using Tri County's Timesheet.
2. The Director of Special Education will provide a signed copy to the Business Office/Payroll Specialist on a weekly basis.
3. Overload will be paid at the end of each semester.

Speech caseloads should remain at sixty (60) or fewer students. If at any point a caseload should exceed sixty (60spee) students, speech pathologists should be compensated for this overload. The following table determines the pay rate of caseload overload:

Number of Students	Rate of Pay
1-60	Normal Rate
61-64	Rate +2
6-68	Rate +3
69-72	Rate +4
73-76	Rate +5

Schedule I continued - Overload Procedure - Ancillary Staff

B. Social Work Overload Procedure

1. Overload should be provided to the Director of Special Education on a weekly basis for approval using a shared weekly log.

2. The Director of Special Education will provide a signed copy to the Business Office/Payroll Specialist on a semester basis.

3. Overload will be paid at the end of each semester.

4. A Social Worker who works their full day at their building then works hours at another building either prior to or after their work day will be paid their hourly rate of pay for the extra time worked.

5. Travel between buildings will be paid at the IRS mileage rate.

*The following table determines the pay on current caseloads for the 2025-2026 school year.

Number of Students	Rate of Pay
1-43	Normal Rate
44-50	Rate +2 hrs
51-57	Rate +3 hrs
58-64	Rate +4 hrs
65-71	Rate +5 hrs

Schedule J - Quality Sub Coverage Protocol

The Tri County Area Schools and the Tri County Education Association agree through the Interest Based Bargaining (IBB) process, in order to obtain the highest quality substitutes:

When a substitute teacher is not available in a building, the building principal or designee shall take the following steps, in order, to obtain a substitute:

1. Within the building:
    a. Email seeking building volunteers
    b. Make personal contact with available staff
    c. Double up classes
    d. Split class and share sub pay or comp time

2. Seek substitute support districtwide, i.e., other subs in district, by contacting other building administrators or designees, as well as the Payroll Specialist.

3. Subs for building administrators are reassigned to the classroom.

4. One or more teachers out for school business but still in the district are returned to the classroom, first on a volunteer basis, and then administrator selects.

5. Make personal contact in a rotational order: Instructional Coaches; Title Teachers; School Social Workers; Speech & Language therapists; Counselors; Behavioral Interventionists; Building Administrators.
    a. Start the above rotation in the building in which the vacancy exists.
    b. Then rotate among these classifications within the District.

6. Contact the Educational Service Center. In addition, building secretaries will continue to search for half-day sub coverage with Payroll Specialist as needed.

This procedure may be reviewed annually through the IBB process.

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