Master Agreement

Between

Three Rivers Education Association

AND

Three Rivers Community Schools Board of Education

Three Rivers, Michigan

August 14, 2026 to August 14, 2029

Table of Contents

COLLECTIVE BARGAINING AGREEMENT 3
ARTICLE 1 - RECOGNITION 3
ARTICLE 2 -BOARD OF EDUCATION RIGHTS 4
ARTICLE 3 - ASSOCIATION RIGHTS AND RESPONSIBILITIES 5
ARTICLE 4 - TEACHER RIGHTS AND RESPONSIBILITIES 6
ARTICLE 5 - PROFESSIONAL SERVICE 9
ARTICLE 6 - DISPUTE RESOLUTION PROCEDURE 17
ARTICLE 7 - NEGOTIATIONS 19
ARTICLE 8 - LEAVES 20
ARTICLE 9 - COMPENSATION AND BENEFITS 25
ARTICLE 10 -JOINT COMMITTEE ON COMMUNICATION 27
ARTICLE 11 - SENIORITY 28
ARTICLE 12 - CONTRACT ADMINISTRATION 29
ARTICLE 13 – TEACHER PLACEMENT & ASSIGNMENT, LAYOFF & RECALL, AND EVALUATIONS 30
SCHEDULE "A" SALARY SCHEDULE 32
SCHEDULE "B" -FRINGE BENEFITS 33
SCHEDULE "C" - EXTRA DUTY ASSIGNMENTS 36
SCHEDULE "D" - RETIREMENT INCENTIVE 41
2026-2027 School Calendar 42

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT is made on the date hereinafter set forth by and between the **THREE RIVERS COMMUNITY SCHOOLS** Board of Education (the "Board" or "District") and the **THREE RIVERS EDUCATION ASSOCIATION:**

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

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

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

ARTICLE 1 - RECOGNITION

The Board recognizes the Association, an affiliate of the South Western Michigan Education Association ("S.M.E.A."), as the sole and exclusive bargaining agent for all full-time and regularly- employed part-time classroom teachers under contract. The Board will not negotiate with or recognize any teachers' organization other than the Three Rivers Education Association, an affiliate of the S.M.E.A., for the duration of this Agreement.

The bargaining unit includes school nurse(s), certified school counselors that are certificated to teach or have, as a part of their assignment, classroom teaching responsibilities, and all instructional personnel employed by the District for the regular school term, grades young 5's -12 including alternative education teachers, but excluding substitute teachers, adult education teachers, teacher aides, executives, administrators, supervisors, third-party contractors, and all other employees.

The S.M.E.A. recognizes and designates the Association as the administrator of this Agreement, including the processing of grievances.

ARTICLE 2 -BOARD OF EDUCATION RIGHTS

The Board on its own behalf and on behalf of the electors of District, retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including but without limiting the generality of the foregoing, the right to:

1. The executive management and administrative control of the District and its properties and facilities;

2. Hire all employees and subject to the provisions of the law, to determine their qualifications, and the conditions for their continued employment or their dismissal or demotion; and to promote and transfer all such employees;

3. Establish grades and course of instruction, including special programs, and to provide athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;

4. Decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;

5. Determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers.

6. Determine reasonable provisions for health, safety, and first aid of employees during hours of employment.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Board, and adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific of this Agreement and then only to the extent such specific and express terms conform with the Constitution and laws of Michigan and the United States.

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

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

ARTICLE 3 - ASSOCIATION RIGHTS AND RESPONSIBILITIES

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

A. **Facilities and Equipment.** The use of school buildings at reasonable hours for meetings, and the use of school office equipment, provided that the Association shall pay the reasonable cost of any required labor, materials, or supplies, and for any damage, and provided further, that such use shall not interfere with the primary educational use of such facilities or equipment. Duly-authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this activity does not interfere with or interrupt school operations.

B. **Communications Facilities.** The use of District mail service, teacher mailboxes, and designated bulletin boards in each building is for the purpose of giving notice of Association activities and matters of Association concern. The Association shall be responsible for any postage owed as a result of use of the District mail service.

C. **Board Minutes.** Copies of the Board meeting agenda and minutes shall be posted on the district website and emailed to all staff. Furthermore, the Board will furnish to the Association, in response to reasonable written requests, all available public information concerning about the financial resources of the District, including but not limited to: annual financial reports and audits, register of certified personnel, tentative budgetary requirements and allocations including county allocation board budgets, treasurer's reports, census and membership data, names, and addresses of all teachers, and such other information as will assist the Association in developing intelligent, accurate, info1med, and constructive programs on behalf of the teachers and their students together with information which may be necessary for the Association to process any grievance or complaint. Nothing contained in this section shall be construed to require that the Board provide such information in any form other than would normally be provided to the Board or require the Board to create documents or make compilations or summaries of information.

D. **Association Membership**

1. Membership in the Association is not compulsory. Teachers have the right to join or not join, maintain, or drop their membership in the Association, as they see fit. Neither party shall exert any pressure on nor discriminate against any teacher by reason of his/her joining or refusing to join the Association.

2. The Association is required under this Agreement to represent all of the teachers in the bargaining unit fairly and equally without regard as to whether or not any teacher is a member of the Association. The terms of this Agreement have been equally made for all of the teachers in the bargaining unit and not solely for the benefit of the members of the Association.

3. **Other Payroll Deductions**. Upon appropriate written authorization from the

bargaining unit employee, the Employer shall deduct from the salary of any such bargaining unit employee and make appropriate remittance to MEFSA's MBA-sponsored programs (tax-deferred annuities, auto insurance, homeowner's insurance, etc.), MESSA programs not fully Employer-paid contributions or any other plans or programs jointly approved by the Association and Employer. Said payroll deductions shall be limited to six (6) separate items per paycheck.

3.2 **Association Responsibilities.** The Association, having been recognized as the exclusive bargaining agent for the teachers, will cooperate with the Board in enforcing the work standards, schedules, rules, and regulations of this Agreement and will not engage in nor encourage concerted action which would violate this Agreement or the Constitutions, laws, or statutes of the State of Michigan and the United States.

3.3 **Consultation.** The Board shall consult with the Association on any new or modified fiscal, budgetary, or tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration. The Association shall receive an opportunity to advise the Board about said matters before their adoption and/or general publication, subject to the understanding that nothing in this paragraph restricts the Board's rights as outlined in Article 2.

ARTICLE 4 - TEACHER RIGHTS AND RESPONSIBILITIES

4.1 **Communication with Administration.** The teacher has the right to communicate all complaints to the appropriate administrator at such time as they shall occur. Such dialogue is encouraged outside the scope of the Agreement's grievance procedure. The failure to reach a mutually satisfactory remedy through this process of communication shall not itself be subject to the grievance procedure. However, the subject matter of the complaint may be processed as a grievance, provided that the requirements of Article 6 are satisfied. Nothing in this section shall extend the time limit during which grievances must be filed.

4.2 **Citizenship Rights.** It is the policy of the Three Rivers Community Schools and the association that no person on the basis of race, sex, color, religion, national origin or ancestry, age, marital status, sexual orientation or disability shall be discriminated against in employment.

4.3 **Personnel Files.** The Board shall cause an official personnel file to be maintained for each teacher. A teacher shall have the right, upon prior request, to review the contents of his/her personnel file. A representative of the Association may accompany the teacher at the request of the teacher. The file shall be reviewed in the presence of the administrator responsible for the safekeeping of the file. Privileged information, such as confidential credentials and related personal references normally sought at the time of employment, shall be specifically exempt from review. The administrator shall, in the presence of the teacher, remove these credentials and confidential reports from the file, before review by the teacher.

4.4 **Freedom of Information Act.** If the Board receives a request for information regarding an employee under the Freedom of Information Act, the employee shall be notified of the request with inclusion of names(s) and addresses.

4.5 **Complaint Procedure.** When an administrator or member of the Board receives a complaint from

anyone other than school administrators. The Board member or administrator will, within five (5) school business days of receiving the complaint request from the person making the complaint, contact the teacher involved.

4.6 **Public Employment Relations Act.** Pursuant to the Michigan Public Employment Relations Act, the Board agrees that every teacher shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection or refrain from such activities. The Board will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States, and that it will not discriminate against any teacher as to hours, wages, or other terms or conditions of employment by reason of his/her membership or non-membership in the Association, his/her participation or no-participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint, or proceeding under this Agreement.

4.7 **Teacher Responsibilities.**

A. **Standards.** The certification of a teacher and his/her contractual agreement constitute a continuing representation by the teacher that he/she is qualified to be entrusted with the responsibility for the education of students.

B. **Preparation for Professional Assignments.** Adequate prior preparation for a professional assignment is essential. Such preparation includes development of lesson plans, teaching aids, or other such materials reasonably required to perform the professional assignment or for the performance of the assignment by a substitute in the absence of the teacher.

C. **Performance of Professional Assignments.** It is the teacher's responsibility to work to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

D. **Safety of Students.** A teacher shall make every reasonable effort to protect students from conditions harmful to learning, health, or safety. For such purposes a teacher shall promptly notify the Administrator or the immediate supervisor in writing of any defective conditions in the physical facilities of the District which may reasonably cause injury to persons or property, receipt of which notice shall be acknowledged by the Administrator and/or supervisor within a reasonable time.

E. **Student Evaluation/Grading.** The evaluation of student performance is primarily the responsibility of the classroom teacher. The teacher shall submit student grades in compliance with procedures established by each school.

F. **Student Management.** Each teacher agrees to conform his/her student behavior management procedures to Section 1312 of the Revised School Code, as amended, otherwise known as the "Corporal Punishment" statute and the pertinent Board policy. The policy shall be included in the teacher handbook.

4.8 **Disciplinary Action.** Failure to renew a probationary teacher's contract shall not be considered

discipline.

4.9 **Building Environment.** The Board and the Association share a common concern regarding the creation of a favorable building environment for both students and teachers. When a teacher believes that the physical environment interferes with the educational process, the teacher shall notify the building principal who shall take such remedial action as deemed necessary. If the situation is not rectified within 5 school days, the teacher can notify central administration through email of the problem. The Superintendent, or designee, and the teacher shall be entitled to a written response within three (3) school days after receipt.

4.10 **Learning Environment.** Both the Board and the Association recognize the importance of providing and maintaining a teaching/learning environment, with autonomy, and commit themselves to this goal.

4.11 **Teacher Protection.**

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

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

C. **Legal Counsel.** The Board shall furnish legal counsel to advise a teacher of his/her rights and obligations if such teacher is assaulted by a student, so long as it occurred while the teacher was acting within the scope of his/her employment, and provided that the teacher, or representative of the teacher promptly reported any such assault to the Administration and that the teacher or representative of the teacher, makes a written request to the Administration for the advice of legal counsel. The Employer shall provide additional business days for handling of the incident in connection with law enforcement and/or judicial authorities.

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

ARTICLE 5 - PROFESSIONAL SERVICE

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

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

When the start of school is delayed due to adverse conditions, teachers shall report to work not later than the amount of the delay figured from the contractual agreed times as specified in Article 5.2.A. (i.e., on a 2-hour delay, teachers normally reporting at 8:30 a.m. would report at 10:30 a.m.). The Board shall have the right to reschedule time lost due to delays if it is necessary to do so in order to satisfy State requirements pertaining to hours of student instruction.

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

A. **Teaching Hours**

1. **Teachers** shall report to their assigned building and room for supervision and such other duties as may be assigned by the Building Principal fifteen (15) minutes before the start of classes. Teachers shall remain at their assigned building fifteen (15) minutes after the bell sounds dismissing students from school, or after the last bus departs.

2. **Friday Schedule.** On Fridays, teachers may leave after the last bus departs.

3. **Compensation for Meetings.** If teachers are involved in meetings authorized by the Administration that extend beyond the contracted school day, compensation time will be granted by the Building Principal. Such time shall be granted from the time period before classes begin or after classes end.

4. **Emergencies.** Nothing herein shall prevent the Administration from allowing a teacher to leave early in an emergency or excusing a teacher's tardiness without penalty in an emergency.

B. **Teaching Day**

1. **Secondary Teachers.** An individual planning time will not exceed one **(1)** period per day. Secondary teachers shall have a duty-free lunch period equal to that of students except for time needed to supervise hallways during passing periods.

2. **Elementary Teachers.**

    a. An elementary teacher shall have a duty-free uninterrupted lunch period equal to that of his/her students.

    b. Elementary specials teachers will be assigned equitable instructional/student contact time as general education teachers.

    c. Elementary noon playground supervision shall be voluntary subject to the payment of additional compensation as provided.

    d. Elementary teachers shall be given one (l) duty-free recess per day.

    e. Elementary teachers, young 5's - 5th grade, shall be granted a minimum thirty-five (35) minutes of planning time per day. When students are scheduled for art, music, and physical education classes teachers may use this time for planning purposes.

    f. Whenever elementary classes are located in a secondary building, the daily schedule shall be the same for the elementary classes as the secondary classes.

    g. Due to the needed minutes counting for 1098 hours, Specials Teachers will need to cover lunches. It is agreed that those Elementary teachers who lose their planning time due to covering lunch and recess will be compensated at additional teaching pay according to 9.1C.3

5.3 State Mandated Clock Hour

A. If more time is needed, elementary teachers may be assigned recess supervision duties if the Administration determines that recess time should be counted as instruction time to satisfy State requirements regarding the minimum number of hours of instruction. This provision shall prevail if its implementation conflicts with this Agreement. Reimbursement for teachers to supervise recess will be at the rate found in Schedule "C" Section 2 (Other Activity Assignments).

B. The Administration will provide the Association President with written notice of proposed restructuring of the school day which is needed to satisfy State requirements pertaining to the minimum hours of student instruction. The written notice will be provided at least three (3) weeks in advance unless the restructuring is needed due to unanticipated circumstances, which do not make it feasible to provide such notice. In that event, as much notice as possible will be provided.

The staff of each building may propose restructuring the school day in that building to achieve other means of satisfying State requirements pertaining to the minimum number of hours of student instruction. However, any such proposed restructuring may not include changing the

bus schedule. Any such proposed restructuring shall not be implemented unless it is approved by the Superintendent.

5.4 General Professional Duties

A. At the discretion of the Building Principal, (2) two emergency abbreviated meetings (15 minutes) may be called during the school year.

B. In addition to the foregoing professional duties, each teacher shall, to the extent required for the proper discharge of his/her professional obligations, participate in departmental and curriculum meetings, student activity assignments, parent teacher and student-teacher conferences, and such other professional activities as may reasonably be required during the school day.

C. Those meetings, which may be called outside of the regular working day, shall have prior approval from the Administration and the Executive Board of the Association with the exception of parent conferences, which are considered a part of the teacher's obligation and responsibility.

D. Attendance by teachers is mandated for Individualized Education Program Team meetings and Section 504 meetings. Every effort will be made to schedule such meetings during the school day. Attendance at other times may be required.

E. Workshops/Conferences/Professional Development held during regularly scheduled school days. Recognizing that the amount of time teachers are out of the classroom when students are present should be minimized, the following guidelines will be followed unless the Association President(s) and Superintendent agree to an extension. Teachers serving on the School Improvement Team, ELA curriculum/mapping committee and Math curriculum/mapping committee shall be allowed a maximum of five (5) days. All other teachers will be allowed a maximum of five (5) days.

5.5 Student-Teacher Contact Time. If any provision of this Agreement restricts the School District in reaching the required amount of instructional time or days, the district reserves the right to adjust the schedules as necessary to assure minimum compliance. Adjustments in such instances will not require additional compensation during the life of this Agreement. Eff01is will be made to find the additional time to assure minimum compliance from within the current school day. Staff affected by schedule adjustments shall be given an opportunity to meet with administration prior to implementation.

5.6 Special Assignment. Any assignment in addition to the normal teaching schedule during the regular school year including adult education courses, driver education, extra duties, and summer school courses, shall not be obligatory but shall be with the consent of the teacher with the exception of band, choral, yearbook, drama productions (not musicals), journalism, debate, and forensics. Preference will be given to District employees. Teachers serving in such assignments are subject to reimbursement as hereinafter provided in this Agreement. Neither administrators nor supervisory personnel will be assigned an extracurricular or summer school position as a teacher as long as qualified teachers are available to fill the position.

5.7 **Mentor Teachers.** Each teacher that is required to be assigned a mentor will be assigned a mentor teacher as soon as possible. The mentor will be a Master Teacher as described by the State Department of Education, whenever possible. Mentors will be assigned by the Building Principal. Every effort will be made to pair mentees with mentor teacher in their academic discipline and in the same building. The mentor teacher will be assigned for a period of one (1) year at a time. In extenuating circumstances, the relationship may be terminated by the Building Principal and a new mentor will be assigned. The relationship between the mentor and mentee shall remain confidential. The position of mentor teacher is voluntary. Training is required for mentor teachers. Mentor teachers are required to meet the standards set forth in the Three Rivers Mentor's Handbook and shall use the Mentor's Log. At the end of each marking period a Mentor Teacher shall submit a copy of the Mentor Log to their Building Administrator. Each mentor may be assigned up to a maximum of three (3) mentees. A stipend will be paid to the position of mentor teacher. See Schedule "C".

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

A. **Probationary Teachers**. During their first three (3) years, a new teacher will be assigned a mentor teacher and will participate in professional development training, including training in classroom management and instructional delivery. The development training will be based on a professional plan and will include not less than fifteen (15) days of professional development, some of which may fall within the school year.

B. **Professional Development Outside of the District.** For the purpose of determining conferences/workshops, the following criteria should be considered.

- For the purpose of enhancing teaching and learning.
- Consistent with building and District school improvement plans and, when available, MICIP goals and District strategic plans.
- Part of an ongoing comprehensive Professional Development plan that addresses the long-term professional needs of the individual as well as the long-term change of practice in the building and District.
- No less than one (1) hour in length.

1. Attendance at conferences/workshops, which occur during regularly scheduled teacher workdays/hours, will not be considered.

2. Teachers will be required to submit evidence of attendance at the workshop/conference.

    a. If validated SCECH's and/or grades are not available, then a completed form which states the name of the conference, the date and time of the conference

signed and dated by the instructor or chairperson of the conference validating that the teacher attended the conference/workshop.

b. Attendance at a conference/workshop must be completed before the substitution of a Professional Development day.

3. Teachers must submit a request form asking for consideration to substitute such a conference/workshop for a Professional Development day.

   a. The request form must be approved at least fourteen (14) days before the conference/workshop.

   b. Mitigating circumstances will be considered.

4. While the District will make an attempt to cover reasonable expenses, teachers understand that the funds allocated to each building for conferences/workshops may become depleted before the end of the school year.

   a. If reimbursement to the teacher is not possible, that does not prohibit the teacher from attending the conference/workshop and submitting for substitution of a Professional Development day,

5. The Superintendent's decision on granting approval is final.

5.9 **Professional Learning,** The Board and the Association agree to meet the specified requirements for District Provided Professional Development as established by State and Federal standards. The content for all District Provided Professional Development days will be planned by the School Improvement Teams. District Provided Professional Development days will be scheduled throughout the calendar year. The first District Provided Professional Development day will be planned for District-wide participation, scheduled no more than one (1) week before students' report for classes. Topics for District Provided Professional Development days will be established and distributed to the employees five (5) days prior to the scheduled professional development day. All staff are expected to attend scheduled District Provided Professional Development days. Employees can attend additional conferences and/or workshops. Employees may be paid a stipend for each additional pre-approved day outside schedule led contract time, with prior approval of the Superintendent.

5.10 **Work Load.** Teachers in the same pay shall have substantially equal workloads and productivity; however, it is recognized that the professional workload and the effort of each teacher cannot be precisely measured. At least the following factors should be considered, namely:

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

ELEMENTARY

LEVELS	OPTIMUM CLASS SIZE RANGE
Young 5's	22-24

LEVELS	OPTIMUM CLASS SIZE RANGE
Kindergarten	22-24
First	22-24
Second	24-26
Third	25-28
Fourth	25-28
Fifth	25-28

SECONDARY

LEVELS	OPTIMUM CLASS SIZE RANGE
Science	26-28
Language Arts	28-30
Social Studies	28-30
Mathematics	28-30
Foreign Language	28-30
Business	28-30
Keyboarding	28-30
Adventures in Technology	28-30
Industrial Arts	28-30
Life Skills	28-30
Art	28-30
Health	28-30
Physical Education	38-40
Music	55-60

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

Both parties recognize that student enrollment may increase so rapidly that facility constraints

could prevent the administration from balancing class sizes within the optimum range.

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

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

1. Grade and subject matter.

2. Teacher methodology or strategy.

3. Physical, intellectual, emotional, and maturational levels of the student, together with the distribution pattern of such characteristics within a class taken as a whole.

4. Training and experience of the teacher.

5. Quantity, quality, and type of physical facilities, teaching aids and other personnel available.

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

1. Except as a teacher may otherwise agree, if class enrollment in any K (or Young 5's) section or in Grades 1-2 exceeds the optimum class size range, the Building Principal will make every effort to assign such students to other sections whose enrollments are below the stated limits, or if feasible, to other buildings for the purpose of balancing classes within the optimum class size range set forth in Section 5.10.A. 1 (Elementary Optimum Class Size Range).

2. If at any time during the academic year a teacher feels the class size is too large, contains an overbalance of special students, or has a student body which outnumbers the materials and/or equipment available, he/she will bring the problem to the attention of the Building Principal or the Association and an attempt will be made to adjust the situation. The teacher may provide input to the Building Principal for recommendation for resolution at such time. Solutions could include but are not limited to the following:

    a. Transfer student(s) to another classroom or building.

    b. Provide a classroom aide.

    c. Pay a stipend ($250 per 9 weeks) to the teacher if the average daily class size exceeds the optimum class size range.

d. Supply additional materials and/or equipment.

e. Team special education teacher with regular education teacher.

f. If the proposed adjustment is not made to the teacher's satisfaction after their initial meeting, as described in 5.10. C.2. above, the Principal shall provide the teacher with his/her options for resolution of the issue. This adjustment will be provided to the teacher within two (2) days of the meeting as outlined in 5.10.C.3 above.

g. If the teacher is still not satisfied with the proposed resolution, he/she may, within two (2) days of the response as outlined in 5.10. C.3.above take his/her position to the Classroom Adjustment Committee which shall meet within two (2) days of receiving the teacher's written complaint.

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

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

1. **Additional Professional Responsibilities.** If it appears that the teacher's professional work load is materially greater than the workload of other teachers in the same pay classification, the Joint Committee on Communications shall review the professional assignment for the purpose of recommending an adjustment in the workload, or an increase in compensation, as herein provided for professional assignment requiring professional responsibility.

ARTICLE 6 - DISPUTE RESOLUTION PROCEDURE

6.1 **Objectives:** It is the parties' intent to provide an orderly procedure to resolve disputes concerning the interpretation or application of the terms of this Agreement ("claim"), which have not been resolved through normal administrative procedures. The discharge or discipline of teachers, evaluation, layoff/recall, assignment/replacement and merit pay do not fall under the dispute resolution procedures, except as provided by law.

6.2 **Informal Conference:** Before filing a written claim, a teacher shall meet with his/her building principal or immediate supervisor to attempt to adjust the claim without further proceedings. The request for the meeting must be made within fifteen (15) days from the occurrence giving rise to the claim. Such an informal conference shall be held within five (5) days from the date it was requested.

6.3 **Written Claim:** If the claim is not satisfactorily resolved at the informal conference, the teacher shall have ten (10) days within which to file a written claim with his/her supervisor which shall include the following information:

A. Signed and dated by the grievant(s);

B. Synopsis of the specific facts giving rise to the alleged violation;

C. The Article, Section, or Sub-Sections of the Agreement alleged to have been violated;

D. Date of the alleged violation;

E. Specific relief requested, and

F. The signature of the claimant or Association representative.

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

6.4 **Administrative Review.** If the reply is not satisfactory and a request is submitted to the Superintendent within five (5) days from receipt of the reply, the Superintendent or designee shall arrange a meeting with the claimant within ten (10) days from receipt of such request for the purpose of discussing the claim. Any mutual agreement as to the disposition of the claim shall be in writing; however, if the parties are unable to reach agreement, the Superintendent shall file a reply within ten (10) days after the conclusion of the meeting.

6.5 **Arbitration.** If the claim is not settled at the preceding step, the Association shall be entitled to proceed to arbitration by filing a Demand for Arbitration with AAA within fifteen (15) days of the receipt of the Superintendent's answer to the grievance.

A. At arbitration, the grievant may not raise any new grounds or rely on any evidence not previously raised in the grievance process.

B. The arbitrator shall not have the authority to vary the terms of the Agreement or to determine that any provision is unconstitutional or contrary to any federal or state law, as such determination is reserved for a court of law.

C. The arbitrator shall have no authority to issue a decision on the merits of a prohibited or illegal bargaining subject.

D. If the arbitrability of any grievance is disputed, the arbitrator shall have no jurisdiction to render a decision on the merits until he/she has first made a ruling on the arbitrability issue. By stipulation of the parties to the grievance, the Arbitrator may concurrently hear both the jurisdictional issues and the merits of that dispute in the same proceeding. If the Arbitrator determines that he/she is without jurisdiction to rule, the matter shall be dismissed without decision on the merits.

E. The arbitrator's decision shall conform with the Michigan Uniform Arbitration Act. MCL 691.1681 et seq.

F. The arbitrator shall render his/her written decision within thirty (30) days from the conclusion of the hearing. The arbitrator's decision shall be binding upon the parties, except that either party shall have the right, within twenty (20) days from receipt of the arbitrator's decision, to appeal the decision to a court of competent jurisdiction.

6.6 **General Procedures Conditions and Limitations**

A. **Definitions.** As used in this Article the word:

1. "Claimant" means the Association or teacher filing the claim. If a claimant is a teacher, the teacher shall have the right to personally attend each conference or hearing and/or have an authorized representative present;

2. "Event" means the act or omission which the claimant alleges violates one (1) or more provisions of this Agreement; and

3. "Day" means a scheduled workday during the regular school year; however, during the summer recess, "day" means a calendar day exclusive of Saturdays, Sundays, or holidays.

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

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

1. A claim by any teacher who desires to assert his/her legal right to present such claim directly to the Board's representative(s) and have it adjusted without intervention of the Association, provided that the adjustment is not inconsistent with this Agreement and provided further that the Association is given the opportunity to be present at such adjustment.

2. The failure to re-employ a probationary teacher on the expiration of the teacher's individual contract of employment.

3. Any claim within the jurisdiction of any state or federal administrative tribunal, agency, or court.

4. Any provision of this Agreement which contains an express exclusion from this procedure.

5. Any dispute involving an evaluation.

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

6.8 **Place of Proceedings:** All proceedings shall be held in the District.

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

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

ARTICLE 7 - NEGOTIATIONS

7.1 **Re-negotiations:** The negotiation of a new Agreement shall begin upon the written request of either party not more than one hundred-fifty (150) days before the expiration of this Agreement unless the Superintendent and Association President mutually agree to begin earlier.

7.2 **Rules:** Negotiations shall be conducted in accordance with such rules and procedures as the parties may from time to time agree upon, except that all proceedings shall be closed to the public.

7.3 **Negotiators:** Neither party shall have any control over the selection of the negotiating representatives from within or outside the District. However, the parties mutually agree that their representatives will be endowed with all necessary power and authority to make and consider proposals. No agreement between the parties shall be effective until it has been approved by both parties.

7.4 **Notices:** Any notice given pursuant to this Agreement shall be deemed to have been received five (5) days following its deposit in the United States mail, postage prepaid, when addressed as follows:

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

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

Southwestern Michigan Education Association (SMEA)
4341 S. Westnedge Ave. Suite 1210
Kalamazoo, MI 49008

ARTICLE 8 - LEAVES

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

A. Personal injury, illness or legally imposed quarantine of a teacher, provided that a teacher who is disabled as a result of an injury arising out of and in the course of employment with the Board and is eligible to receive worker's compensation benefits shall have the right to deduct fractional sick leave days from unused accumulated sick leave for the purpose of supplementing worker's compensation benefits to the extent necessary to equal the teacher's daily rate of compensation.

B. Serious illness or death in the immediate family which requires the presence of the teacher. Immediate family includes, but not limited to, parent, spouse, child, sibling, mother-in-law, father-in-law, grandparents and grandchild.

C. If an absence is known ahead of time, teachers will give notice of the anticipated absence in a timely manner.

D. Leave Days may not be used prior to or directly following a vacation period such as Labor Day, Thanksgiving, Christmas, Mid-Winter, Spring Break, or Memorial Day, unless approved by the Administration.

E. Notwithstanding any contrary Agreement language, if the Michigan Earned Sick Time Act ("ESTA") is in effect, the first seventy-two (72) hours of paid sick leave may be used for any ESTA purpose each ESTA year (i.e., each school year), with those seventy-two (72) leave hours subject to ESTA conditions.

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

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

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

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

1. A teacher must submit a written request to use days from the Sick Leave Bank except in an emergency.

2. A physician's certificate verifying the nature and extent of the illness or disability must be submitted to the committee at least five (5) days before the expiration of the teacher's individual accumulated sick leave.

3. In no event shall a teacher be eligible to draw on the Bank until he/she has exhausted his/her accumulated sick leave.

4. A teacher must submit a physician's certificate verifying the nature and extent of the illness or disability at least five (5) days before the date on which the teacher would otherwise be eligible to use days from the Sick Leave Bank.

5. No teacher may use more than one-half (1/2) times the number of days he/she had accumulated at the beginning of the school year.

6. Donation Days from Teachers:

a. In no event shall a teacher be eligible to receive donation days from teachers until he/she has exhausted his/her accumulated sick leave and Sick Leave Bank.

b. A teacher is responsible for asking other teachers for donation days."

8.3 **Association Leave:** At the beginning of every school year, the Association shall be credited with ten (10) days to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association. The Association agrees to notify the Administration five (5) days in advance of taking such leave. The Association shall reimburse the District on a current basis those sums paid to the Office of Retirement Service for Association release time. The second five (5) days of the above ten (10) days will be reimbursed by the Association to the District, at the current substitute salary schedule.

8.4 **Disability Leave:** A teacher who is or will be physically or mentally disabled for more than three (3) work days shall be granted a leave of absence in accordance with FMLA regulations, Board policy and the following guidelines:

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

1. Notify the Human Resources as to the nature and extent of the expected disability in accordance with Section 8.6.

2. Furnish the with a statement from the attending physician specifying in the physician's opinion:

a. Any limitation(s) on the performance of duties;

b. The probable date when the teacher will be significantly impaired in the performance of his/her duties; and

c. The probable length of time, if any, Human Resources during which the teacher will be disabled from performing his/her work assignments.

B. **Unforeseeable Disability:** If a teacher is disabled by unforeseen circumstances, and the teacher desires to be granted a disability leave, the teacher shall, as soon as practicable, furnish the Human Resources with information to the extent applicable for a foreseeable disability.

C. **Duration of Leave:** A teacher shall be granted a leave of absence for the period of disability except that the Human Resources shall not be required to grant a leave for more than one (1) year unless the law requires a longer period.

D. **Compensation Benefits:** A teacher who has been granted a disability leave may draw on accumulated sick leave benefits and on the sick leave bank, to the extent eligible, reduced by

the amount of any disability insurance benefits which the teacher is eligible to receive from the Human Resources.

E. Applicable leaves of absence shall run concurrently with FMLA leave.

8.5 Other Leaves:

A. **Meritorious Leave:** The Board may grant a leave of absence upon the request of a teacher for reasons of professional development or for other reasons not otherwise herein provided. In determining whether to grant any such leave, the Board shall consider:

1. The past performance of the teacher;

2. The staffing needs and other requirements of the District;

3. The length of service of the teacher and the probability that the teacher will return to the service of the Board; and

4. The purpose or purposes of the leave

B. **Hardship Leave:** A leave of absence without pay shall be granted for not more than one (1) year to any tenured teacher who submits information concerning reasons of personal or family hardship. Such leave may be extended for an additional year upon written request of the individual teacher, on such terms as the Administration and teacher shall agree.

C. **Adoptive Leave:** A teacher who has been notified of acceptance as an adoptive parent and who will have the primary responsibility for the child's care and custody shall be granted a leave of absence without pay in accordance with the following guidelines:

1. The teacher shall notify the Board in accordance with Section 8.6A.

2. The leave may commence not earlier than two (2) weeks before the date the teacher assumes custody.

3. The Board shall not be required to grant any such leave for more than one (I) year.

The teacher, to the extent practicable, shall coordinate the commencement and termination of any such adoptive leave with the professional responsibilities of the teacher, the teaching schedule in order to avoid undue disruption of the education program, and the staffing requirements of the Board.

D. **Child Care Leave:** The Board shall grant a leave of absence without pay for purposes of childcare in accordance with the following guidelines:

1. The teacher shall notify the Board in accordance with Section 8.6A.

2. The Board shall not be required to grant any such leave for more than one (1) year.

3. The teacher, to the extent practicable, shall have the responsibility to coordinate the commencement and termination of any such child care leave with the professional responsibilities of the teacher, the teaching schedule in order to avoid undue disruption of the education program, and the staffing requirements of the Board.

E. **Funeral Leave:** An employee shall be granted funeral leave for regularly-scheduled work. Funeral leave will be granted as follows:

- 3 days- Immediate Family Member: Spouse, child, & parent - respective in-law or step relation.

- 1 day- Extended Family Member: Grandparent, Aunt, Uncle, Cousin, etc.

    - Additional personal time may be approved as by the Supervisor, not to exceed accrued personal time.

8.6 Leave Administration:

A. **Notice:** A teacher shall give the Board notice of his/her desire to be granted a leave as soon as the teacher is aware of the need so that the Board will have the maximum time to provide for the teacher's absence. The minimum notice time for a foreseeable disability, or for a meritorious, hardship, adoptive or child care leave shall be at least ten (10) days before the requested leave date, except that a shorter notice may be permitted in an emergency, provided however, that if Board approval is required for a leave, then the minimum notice shall be ten (10) days before the Board meeting at which time the application is to be considered.

B. **Verification:** The teacher shall have the responsibility of verifying eligibility for leave and any benefits due.

C. **Notice of Intention to Return:** Each leave agreement shall include a requirement that the teacher notify the Board on or before a certain date that the teacher intends to return to active service. If the teacher fails to give such notice, the teacher shall be considered a voluntary resignation from employment.

D. **Early Termination:** A leave pursuant to this Article shall not be terminated early without the prior permission of the Board.

E. **Jury Duty:** A teacher shall be entitled to leave for jury service if the teacher is unable to be excused or to have such service rescheduled at time which does not conflict with the discharge of his/her professional responsibilities. The teacher shall be paid his/her regular

compensation without deduction of leave days, less any fees paid.

F. **Subpoenaed:** A teacher who has been subpoenaed, except for a teacher who is acting as an adverse witness to the Employer, may use up to three (3) days leave.

ARTICLE 9 - COMPENSATION AND BENEFITS

9.1 Compensation

A. **Basic Compensation:** The basic compensation of each teacher shall be as set forth on schedule "A" and shall normally be paid in twenty-one (21)/twenty-two (22) or twenty-six (26)/twenty-seven (27) substantially equal installments at the option of the teacher, provided that the teacher must exercise such option each year by completing a form and submitting it to the Business Office not later than August 15. If a teacher fails to complete and submit such form in a timely manner, the twenty-six (26) pay option shall be deemed to have been selected. Teachers who select the twenty-six (26) pay option may receive their remaining pay in a lump sum at the time of the second payroll period in June, provided that they exercise this option by submitting a written request to the Business Office on or before May 15. Forms will be available in the Business Office.

B. **Direct Deposit:** All teaching staff shall use direct deposit for payroll. It shall be the responsibility of each employee to complete the prescribed application forms available in the District's Business Office. Individuals with extenuating circumstances may submit a written request with the Superintendent to receive their paycheck in another manner. The written request must include justification and/or reasons for the request. The Superintendent's decision is final.

C. **Additional Teaching Pay:** If a teacher agrees to accept an additional teaching assignment schedule during his/her preparation period, such teacher shall receive additional compensation based on:

1. Middle School Teachers: One-sixth (1/6) of basic compensation
2. High School Teacher: One-sixth (1/6) of basic compensation
3. Elementary Teacher: One-eleventh (1/11) of basic compensation

D. **Part-Time Teacher Compensation:** The compensation, fringe and leave benefits of a part-time teacher shall be proportionally reduced except as otherwise provided in this Agreement.

E. **Extended School Year:** A teacher requested to work in excess of the number of days set forth in the School Calendar shall be entitled to a proportionate increase in compensation.

F. **Part-Time Substitutes:** If a part-time teacher under contract is asked to substitute for another part-time teacher in the same building for the remainder of a teaching day, such teacher shall be paid at his/her regular hourly contract rate.

9.2 Professional Experience: The Board may place new professional employees on each step as professionally indicated by reason of education, work-related experience (including military service

and vocational experience, and past professional performance) as deemed appropriate by the Board.

9.3 **Academic or Certification Advancement:** Academic or certification advancement shall be made at the beginning of the first semester following successful completion of requirements. Advancement will be made based upon completion of semester hours of credit from an accredited college or university. Preliminary approval from the Superintendent must be granted for undergraduate classes (hours). Also, correspondence courses, both graduate and undergraduate, must be approved by the Superintendent or designee before such courses will be allowed as credit for lateral movement on the salary schedule. Denials of such requests are not subject to the Dispute Resolution Procedure. Pay increases will be retroactive to the date that the degree is posted on the transcript or official term ending date, but may not go further back than the current fiscal year.

9.4 **Student Activities:** Student activity assignments shall be compensated as provided on Schedule "C". An activity not included on Schedule "C" shall receive such compensation as established by the Board at the time the activity is approved.

9.5 **Retirement:** Pursuant to the Michigan School Employees Retirement Act, as amended, the Board shall pay the employees and employer contribution to the Michigan Public Schools Employee Retirement Fund. The District shall provide an incentive paid to an approved retirement vendor or paid in a lump sum with the employee responsible for taxes, based on the retirement formula in Schedule D, to any retiring teacher who submits a non-retractable letter of resignation before April 1st of each school year. Retirees will be paid in September and January following the retirement date.

9.6 **Deductions:** The Board shall have the right to deduct from the pay of each teacher such amounts as may be required by law, which may be due the Board from the teacher, or which are expressly authorized by the teacher in writing or by this Agreement.

9.7 **Salary Step Advancement:** Regardless of the date of hire, Teacher shall advance to the next salary step automatically at the beginning of the next contractual year.

9.8 **Fringe Benefits**

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

B. **Severance Pay:** After five (5) years of employment, a bargaining unit employee who leaves the employment of the District (except by discharge for cause) shall be reimbursed for all unused leave days. The first sixty (60) accumulated days shall be paid at the rate of $l 0 per day. Any days from sixty-one (61) to the maximum accumulation shall be reimbursed $25 per day. The maximum payment shall be $2,350.

9.9 **Salary or Fringe Benefits:** Any layoff shall suspend for the duration of the layoff the Board's obligation to pay salary or fringe benefits under any individual contract of employment or under this Agreement; however, a teacher shall be eligible to receive any benefits, which were earned but not yet paid prior to the layoff.

ARTICLE 10 -JOINT COMMITTEE ON COMMUNICATION

10.1 **Purpose:** Representatives of the Board and the Association will meet monthly, September through May, to discuss matters of concern to either or both parties arising out of their ongoing contractual relationship.

10.2 **Composition:** Each party shall: (A) appoint three (3) representatives, at least one (1) of whom shall have been a member of the most recent negotiating committee, and (B) designate chairperson(s). Additional representatives may participate on behalf of either party as resource persons.

10.3 **Meeting Schedule:** Meetings may be scheduled each month except by mutual agreement. At least by the Friday before each meeting, the respective chairpersons shall exchange information as to the proposed subjects to be together with the names of others whose presence is deemed essential because of their special knowledge of involvement with the issue(s) to be discussed

10.4 Conditions

A. The Committee is not intended to bypass the Dispute Resolution Procedure, and any matter which has been referred to the procedure shall not be a subject for committee discussion. Also, the work of the Joint Committee is not intended to circumvent or limit informal discussion between Administrators and the professional staff.

B. Any changes in the Agreement recommended by the Committee must go through normal collective bargaining channels (i.e., Association and Board Agreement).

C. The Committee may, from time to time establish such subcommittees as it may deem appropriate, provided that at least one (1) member of the Committee from each side be a member thereof.

D. The Board will provide substitutes when necessary.

ARTICLE 11 - SENIORITY

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

A. The sum of the last four (4) digits of the tied employees' social security numbers will be determined.

B. The employees shall be placed on the seniority list with the employee with the highest sum being placed highest on the list and then the others in descending order in accordance with their sums.

C. If two (2) or more employee's sums are equal, the numerical value of the middle two (2) digits of the last four (4) shall be used to break the tie. For example, if the last four (4) digits are 1641, the number used will be sixty-four (64).

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

11.2 **Interpretation:** For the purpose of this Article:

A. An "eligible teacher" means a teacher who the Board has determined is certified and qualified to perform the duties of the position to be filled.

B. "Employment date" means the date on which the Board took official action to either employ a teacher initially/ re-employ a teacher after any break in service or first day of employment, whichever comes first. A break in service shall occur if a teacher resigns, retires, or is discharged and not reinstated; however, a break in service shall not occur if the teacher is employed by the Board in a non-bargaining unit supervisory position except that such teacher shall neither accrue nor lose seniority during the period of such employment.

C. "Seniority" refers to the period of unbroken service within the bargaining unit since any break in service. A teacher on layoff or on a leave of absence shall neither accrue nor lose seniority.

D. "Part-time teachers" under contract shall accrue seniority as follows:

1. One-half (1/2) time or less: one-half (1/2) year for each full year of such employment.

2. More than one-half (1/2): one (1) year for each full year of employment.

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

ARTICLE 12 - CONTRACT ADMINISTRATION

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

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

A. **Day means** a day when school is open and teachers are scheduled to report for duty, except that during summer recess "day" means a regular business day excluding holidays and weekends.

B. **Part-time Teacher means** a teacher regularly-employed under contract for less than a full workweek or workday.

C. **Party** means the Board or Association

D. **Teacher** means a bargaining unit employee.

E. **Special Teachers** means teachers of elementary Art, Music (including vocal music and band), and Physical Education.

F. **The Board means** the Board of Education of the Three Rivers Community Schools and, where appropriate, its administrative employees and agents.

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

A. **Captions:** Captions are included only for convenience of reference and shall not modify in any way any of the Agreement's provisions.

B. **Other Rights:** Nothing in this Agreement shall deny or restrict any right guaranteed to a teacher under applicable laws or regulations. The rights of either party or the teacher to any benefits shall be determined solely by the terms of the Agreement in effect at the time such benefits are claimed, it being expressly intended that the parties shall have the unrestricted right to delete, add, or modify any provisions of this Agreement and any subsequent Agreement and any benefit in this Agreement shall be subject and subordinate to any such subsequent change.

C. **Subordination:** Any individual contract or endorsement thereto between the Board and the teacher for the performance of duties which are subject to the terms of this Agreement shall be subject and subordinate to the provisions of this Agreement.

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

E. **Prior Practices:** This Agreement shall supersede any existing rules, regulations or practices of

the Board which shall be contrary or inconsistent with its terms.

12.4 **Distribution:** This Agreement will be distributed electronically for each bargaining unit member. Bargaining unit members may print a hard copy using the District's resources.

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

12.6 **Duration of Agreement:** This Agreement shall be effective as of August 14, 2026 which shall begin the 2026-2029 contract year and shall continue in effect until August 14, 2029. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date and time indicated.

12.7 **Emergency Financial Manager:** If an emergency financial manager is appointed by the state under the Local Financial Stability and Choice Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion. This is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

ARTICLE 13 – TEACHER PLACEMENT & ASSIGNMENT, LAYOFF & RECALL, AND EVALUATIONS

13.1 **Teacher Placement & Assignment.** Teacher placement and assignment decisions shall be made pursuant to Board Policy 3130, which the Parties acknowledge contains a clear and transparent procedure.

13.2 **Teacher Layoff & Recall.** Teacher layoff and recall decisions shall be made pursuant to Board Policy 3131, which the Parties acknowledge contains a clear and transparent procedure.

13.3 **Teacher Evaluations.** Teacher evaluations shall be conducted pursuant to Board Policy 3220 and the *Three Rivers Community Schools – Teacher Evaluation Handbook*. Teachers will be evaluated pursuant to the Thoughtful Classroom performance evaluation system. The District will measure student growth as the percentage of the evaluation required by the Revised School Code or other law. For the duration of this Agreement, student growth will be measured as outlined in the *Three Rivers Community Schools – Teacher Evaluation Handbook*.

IN WITNESS WHEREOF, this Agreement is executed by the parties as of: _____
DATE

SOUTHWESTERN MICHIGAN EDUCATION ASSOCIATION/THREE RIVERS EDUCATION ASSOCIATION

_____ _____

Brian Burg
Its: President

Idelle Stemaly
Its: Vice President

THREE RIVERS COMMUNITY SCHOOLS, MICHIGAN

_____ _____

Erin Nowak
Its: President

Melissa Patch
Its: Secretary

SCHEDULE "A" SALARY SCHEDULE

SCHEDULE "A" SALARY SCHEDULE			
2026-2027			
Step	BA	BA+35/MA or 875 SCECHs	MA+10
1	$39,950	$40,950	$42,500
2	$41,450	$42,873	$44,450
3	$42,950	$44,796	$46,400
4	$44,450	$46,719	$48,350
5	$45,950	$48,642	$50,300
6	$47,450	$50,565	$52,250
7	$48,950	$52,488	$54,200
8	$50,450	$54,411	$56,150
9	$51,950	$56,334	$58,100
10	$53,450	$58,257	$60,050
11	$54,950	$60,180	$62,000
12	$56,450	$62,103	$63,950
13	$57,950	$64,026	$65,900
14	$59,450	$65,949	$67,850
15	$60,950	$67,872	$69,800
16	$62,450	$69,795	$71,750
17	$63,950	$71,718	$73,700
18	$65,450	$73,641	$75,650
19	$66,950	$75,564	$77,600
20	$68,450	$77,487	$79,550
21		$79,410	$81,500
22		$81,333	$83,450
23		$83,256	$85,400
24		$85,179	$87,350

For the 2027-2028 contract year, the parties will re-open the contract for wages only, with bargaining to begin no later than May 1, 2027. Advancement on steps, if any, will be bargained as part of the wage re-opener.

For the 2028-2029 contract year, the parties will re-open the contract for wages only, with bargaining to begin no later than May 1, 2028. Advancement on steps, if any, will be bargained as part of the wage re-opener.

Longevity steps shall start at the beginning of the 25th year of employment with Three Rivers Community Schools and continue with additional increases beginning at the 30th + years, and payment shall be evenly distributed throughout the year. Longevity is non-cumulative from year to year.

25th, 26th, 27th, 28th, 29th	$1500 per year
30th + year	$2,000 per year

SCHEDULE "B" -FRINGE BENEFITS

Section I. MESSA Choices II will be the insurance plan defined under Plan A listed and MESSA ABC Plan I will be the insurance plan defined under Plan B. However, the Association may choose to change the provider and/or plan(s) to reduce costs with a sixty (60) day notice. The premium contribution paid by the District shall be the capped amount established by the Publicly Funded Health Insurance Contribution Act, MCL 15.561. This amount will be adjusted each year based on the change in the medical care component of the United States Consumer Price Index. If PA 152 is repealed or amended, the parties agree to bargain over the impact of that statutory change and contributions made by the employer and employees.

Individuals choosing an insurance plan that does not reach the cap will be reimbursed the difference quarterly into the employees pre-tax HSA account.

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

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

A. Teachers not electing to take any health insurance may participate in the PAK B Plan of benefits and will receive a cash option in lieu of health benefits. The cash amount shall be three hundred seventy-five dollars ($375.00) per month on the conditions that (1) the employee voluntarily and in writing opts out of the health benefits coverage available under Plan A: and (2) provides documentation (Business office form) to the Board that the employee has other health coverage that meets the minimum value and coverage requirements of the Affordable Care Act. Teachers already covered under a health insurance plan through the Three Rivers Community School District by their spouse shall be eligible for the cash option in lieu of benefits.

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

There shall be no duplication of health coverage if more than one member of the same family is employed in this District as a teacher.

B. Summary:

PAK(A):

a. MESSA Choices BC
b. Negotiated Life: $10,000 with AD&D
c. Basic Term Life: $5,000
d. Vision: VSP-3 G
e. Delta Dental

PAK (B) (for employees not electing health insurance):

a. Negotiated Life: Same as above
b. Vision: Same as above
c. Dental: Same as above

PAK (C):

a. MESSA ABC Plan 1 ET
b. Negotiated Life: Same as above
c. Basic Term Life: Same as above
d. Vision: Same as above
e. Dental: Same as above

PAK (D):

a. MESSA Choices EG
b. Negotiated Life: Same as above
c. Basic Term Life: Same as above
d. Vision: Same as above
e. Dental: Same as above

PAK (E):

a. MESSA ABC Plan 1 JF
b. Negotiated Life: Same as above
c. Basic Term Life: Same as above
d. Vision: Same as above
e. Dental: Same as above

Section 2: General Provisions

A. **Duration of Coverage**

1. The Board shall make insurance premium payments on behalf of each teacher to provide insurance coverage for a plan year of twelve (12) months commencing January 1 and ending December 31. Insurance coverage will begin on the date of employment.

2. If a teacher does not complete the full work year, the Board's obligation to contribute insurance premiums shall be reduced pro rata.

3. Retiring teachers that complete a full work year and begin to receive their state retirement pension with insurance shall finish their contract year (July and August) with the choice of continuing the Employer paid insurance (less monthly employee premium contribution) or the cash in lieu of option which is the sum of three hundred seventy-five dollars ($375.00) per month. After August 31 immediately following retirement, the Employer shall have no further obligation to continue either option at employer cost to a retired teacher.

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

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

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

Section 3: **Fringe Benefit**

A. A teacher who achieves perfect attendance will receive two hundred and 50 dollars ($250.00) Perfect attendance is defined as having no absences other than for school related business (i.e., conferences, athletic draws and events, contract Association days, etc.)

B. A teacher who, upon successfully completing the school year, has at least five (5) days of current year allocated leave days remaining, may tum in up to five (5) days for fifty dollars ($50.00) per day not to exceed two hundred and 50 dollars ($250.00) in total.

SCHEDULE "C" - EXTRA DUTY ASSIGNMENTS

Section 1: **Athletic Assignments.** The following pay rates apply to athletic extra-duty assignments, which are calculated as a percentage based on BA lane steps 1-5 of the current adopted salary schedule. Upon reaching year 6 in athletic assignments, individuals with the necessary credentials qualifying their base salary for advanced Schedule A lanes (BA35, MA, or MA+10) will have their percentage rates adjusted to the BA35/MA lane for steps 6-11. Step advancement is capped at step 11. Individuals without the required credentials for Schedule A lane advancement will be capped at step 5. All extra-duty co-curricular assignments will start at step 1, regardless of teaching experience, unless the individual has prior experience in the specific area of the extra-duty responsibility.

The rate of pay for extra duties is as follows:

Section 2: **Other Activity Assignments.** The following pay rates apply to other activity extra-duty assignments, which are also calculated as a percentage based on BA lane steps 1-5 of the current adopted salary schedule. After year 6 in these assignments, individuals with credentials qualifying their base salary for advanced Schedule A lanes (BA35, MA, or MA+l0) will have their percentage rates based on the BA35/MA lane starting from step 6. Step advancement is capped at the final step of the applicable lane in the adopted salary schedule. Individuals without the required credentials for Schedule A lane advancement will continue in the BA lane. All extra-duty co-curricular assignments will begin at step 1, regardless of teaching experience, unless the individual has prior experience in the specific area of the extra-duty responsibility.

Schedule C positions shall be compensated according to the tables above unless there are cancellations due to a government shutdown or local health emergency. For these athletic positions, coaches will be compensated if the season is cancelled prior to the beginning of the season due to a pandemic, government shutdown, or local health emergency, provided the coach presents information of significant planning or startup activities in preparation for the season. The percentage of compensation will be determined by the District, but the Board will consult with the Association.

GROUP	Percent	BOYS	GIRLS	CO-ED
1	13%	Head Football Head Basketball Head Wrestling	Head Basketball Head Volleyball	
2	10%	Head Track Head Cross Country Head Baseball Head Tennis Head Soccer	Head Track Head Cross Country Head Softball Head Tennis Head Soccer Head Competitive Cheer	
3	8%	Head Golf Head JV Football Head Freshman Football Head JV Basketball Head Freshman Basketball Head JV Wrestling	Head Golf Head JV Basketball Head Freshman Basketball Head Girls Wrestling	Head Bowling (co-ed)
4	7%	Assistant Tennis Assistant Track Assistant Track Assistant Basketball (V) Assistant Baseball (V) Football Assistant - all levels	Head Sideline Cheer Assistant Tennis Assistant Track Assistant Basketball (V) Assistant Softball (V) Assistant Volleyball (V) Assistant Volleyball	Assistant Wrestling (co-ed)
5	6%	Head JV Baseball Head JV Tennis Head JV Golf	Head JV Softball Head JV Volleyball Head Freshman Volleyball Head JV Competitive Cheer Head Freshman/JV Sideline Cheer Head JV Tennis Head JV Golf	
6	5%	Middle School		
		Head Basketball - 6th Head Basketball - 7th Head Basketball -8th Head Football - 7th Assistant Football - 7th Head Football - 8th Assistant Football - 8th Head Cross County	Head Basketball - 6th Head Basketball - 7th Head Basketball -8th Head Volleyball - 7th Head Volleyball - 8th Head Cross County	Head Wrestling (co-ed) Assistant Wrestling (co-ed) * Head Track - 6th (co-ed) Head Track - 7th (co-ed) Head Track - 8th(co-ed) Head Tennis (co-ed) Assistant Tennis*

*MS Soccer – if added LOA will written

*Assistant for MS wrestling and tennis if more than 20 students

Section 3: **<u>Other Activity Assignments.</u>** A teacher assigned to extra duties under this Section will be paid at the rate indicated below. The rates below will increase by the same percentage as Schedule A.

Alphabetical

Assignment	**Rate**
Art Club - all grade levels	1%
Choreographer	1.2% (Musical Support IV)
Class Advisor - Freshman	1%
Class Advisor - Sophomore	1%
Class Advisor - Junior	3%
Class Advisor - Senior	2%
Clue Me In	1%
Computer Consultant	2.5%
Debate Club High School	4.2%
DECA/BST	1.9%
Department Heads	1.5%
Department Heads Plus/Teacher	0.4%
Director - Musical (Spring Musical)	8%
Director -Non-Musical (MS/HS Production)	5%
District Steering Team - 2 elementary per building, 4 MS/HS per building	1%
Drill Team	1.2%
Elementary Student Council	1%
Forensics	1.2%
French Club High School	1%
Grade Level Leaders - Elementary	1.5%
Guidance Director	3.1%
Instrumental Director Musical	3.4% (Musical Support I)
Lead Band/Orchestra Director - Middle School (one)	5%

Assignment	**Rate**
Lead Band/Orchestra Director - High School (one)	10%
Lunchroom Supervisor - Middle School	2%
Math Meet	1%
Mentor - Year 1	3%
Mentor - Year 2	2%
Mentor - Year 3	1%
Middle School Team Leaders	2%
MTSS Team - up to 4	1%
Musical Accompanist	1.2% (Musical Support II)
National Honor Society	2%
Odyssey of the Mind	1%
Other Board approved organizations/activities	1%
Producer	2.6% (Musical Support III)
Purple Pride High School	2%
Quiz Bowl Middle/High School	1%
Safety Patrol Sponsor	0.7%
School Improvement Team - Elementary limited to 6	2%
School Improvement Team - secondary limited to 8	2%
School Publications - Senior High	4.6%
School Publications- Middle School	2%
School Store - Middle School	1.2%
Science Olympiad (If not part of Science Club)	1%
Senior High Intramural	1.5%
Ski Club, Senior, Middle School, Elementary	1%

Assignment	Rate
Sound	2%
Spanish Club High School	1%
SST Leader	1%
Student Council - High School	3%
Student Council - Middle School	2%
Vocal Director Musical	3.4%
Vocal Music -Middle School	2.5%
Vocal Music -Senior High	3.5%
Vocational Certificate - only if teaching in voc area	1.9 %
Yearbook - Middle School	2%
Yearbook - Senior High	4.6%
Yearbook -Elementary	1%

Extra pay for performing extra assignments such as chaperoning school events, working at athletic contests or other assignments involving extra time by faculty will be paid at the rate of twenty dollars ($20.00) per hour.

The work related to curriculum and/or instruction performed by the professional staff not otherwise found in the Agreement shall be paid at the rate of thirty dollars ($30.00) per hour. This does not preclude a professional staff member from voluntarily working with the curriculum and/or instruction.

High School/Middle School teachers will be paid at a rate of $40 (forty dollars) for subbing during their planning time. Elementary teachers will be paid at a rate of $30 (thirty dollars) for subbing during their planning time.

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

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

Teachers may receive a percentage of an index if that stipend was intended to have one person assigned to it. For example, a choir teacher serving as co-chairs of a department would receive half (½) of the stipend.

SCHEDULE "D" - RETIREMENT INCENTIVE

Retirement Incentive Formula

BA Base Step one (1) x (Teaching years at TRCS Percent Amount)

Teaching Years at TRCS	Percent amount				
1	0.1%	12	2.3%	23	4.5%
2	0.3%	13	2.5%	24	4.7%
3	0.5%	14	2.7%	25	4.9%
4	0.7%	15	2.9%	26	5.1%
5	0.9%	16	3.1%	27	5.3%
6	1.1%	17	3.3%	28	5.5%
7	1.3%	18	3.5%	29	5.7%
8	. 1.5%	19	3.7%	30	$30,000
9	1.7%	20	3.9%	30+	$15,000
10	1.9%	21	4.1%		
11	2.1%	22	4.3%		

2026-2027 School Calendar

Three Rivers Community Schools
2026-2027 Calendar
Based on 180 days and 1098 hours.

August 2026 (5 membership days)

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	~~25~~	26	27	28
31				

24 Staff PD
24 Open House - HS/MS/Elementary
25 1st Day of School 1/2 Day for Students & Staff

September 2026 (20 membership days)

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

4 No School
7 No School - Labor Day
21 No School - Staff PD

October 2026 (22 membership days)

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

7 Pupil Accounting Count Day
16 End of 1st Qtr
19 No School - Staff PD

November 2026 (18 membership days)

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

9 No School - Staff PD
25-27 No School - Thanksgiving Break

December 2026 (14 membership days)

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

7 No School - Staff PD
18 End of 1st Semester
21-31 No School - Winter Break

January 2027 (20 membership days)

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

1 No School - Winter Break
18 No School - Staff PD

February 2027 (18 membership days)

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26

8 No School - Staff PD
10 Pupil Accounting Count Day
12 & 15 No School - Mid Winter Break

March 2027 (19 membership days)

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

15 No School - Staff PD
19 End of 3rd Qtr.
26 - 31 No School - Spring Break

April 2027 (20 membership days)

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

1 - 2 No School - Spring Break

May 2027 (20 membership days)

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

27 HS Graduation
31 No School - Memorial Day

June 2027 (4 membership days)

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

4 Last Day of School 1/2 Day for Students & Staff

BUILDING BELL SCHEDULES

School	Regular Day	Half-Day
High School	7:43 - 2:38	7:43 - 10:43
Middle School	7:51 - 2:46	7:51 - 10:51
Andrews	8:05 - 3:01	8:05 - 11:05
Hoppin	8:05 - 3:01	8:05 - 11:05
Norton	8:25 - 3:21	8:25 - 11:25
Park	8:25 - 3:21	8:25 - 11:25