

Rudyard Federation of Teachers

RFT

CONTRACT

JULY 1, 2012

THROUGH

JUNE 30, 2013

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EDUCATION FEDERATION AGREEMENT

This agreement entered into this 19th day of December, 2012, by and between the Board of Education of the Rudyard Area Schools, Rudyard, Michigan, hereinafter called the **BOARD**, and the Rudyard Federation of Teachers, American Federation of Teachers, AFL-CIO, hereinafter called the **FEDERATION**.

ARTICLE I **RECOGNITION**

The **BOARD** hereby recognizes the **FEDERATION** as the exclusive bargaining representative for all persons certified as teachers by the Michigan Department of Education and employed by the **BOARD** in a teaching position and other personnel that may require certification or degrees who are not responsible for the hiring and/or firing of certified personnel. All other positions are excluded, among those being: Superintendent, Asst. Superintendent, Principals, Director of Vocational Education, Coordinator of Instruction K-12, Assistant Principal, substitute teachers, teacher aides, any other non-teaching positions, and supervisors within the meaning of the Public Employment Relations Act. The term 'teachers' when used hereinafter in this agreement, shall refer to all employees represented by the **FEDERATION** in the bargaining unit as above defined, and reference to all male teachers shall include female teachers.

ARTICLE II **TEACHER RIGHTS**

- A. Pursuant to Act 379 of the Public Acts of 1965, the **BOARD** hereby agrees that all certified personnel, as defined in Article I, of the **BOARD** shall have the right to freely organize, join, and support the **FEDERATION** for the purpose of engaging in collective bargaining or negotiations and other activities for mutual aid and protection.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher rights s/he may have under Federal or Michigan laws. The rights granted teachers hereunder shall be deemed to be in addition to those provided by laws.
- C. The **FEDERATION** and its members shall have the right to use school facilities at all reasonable hours for meetings with the consent of the **BOARD** or its representative. Such meetings are not to interfere with other regularly scheduled activities. No meetings will be held on holidays or Sundays unless **BOARD** permission is obtained.
- D. Duly authorized representatives of the **FEDERATION** shall be permitted to transact official **FEDERATION** business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- E. The **FEDERATION** shall have the right to use computers, networks, duplicating equipment and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use at school. Available supplies may be purchased by the **FEDERATION** at cost. No equipment shall be removed from the site without prior permission of the **BOARD** or its designee.
- F. The **FEDERATION** shall have the right to post notices and matters of **FEDERATION** concern on teacher bulletin boards, at least one of which shall be provided in the lounge of each school building. The **FEDERATION** may use teacher mail boxes for communications to teachers. The **FEDERATION** agrees to limit the posting and transmitting of materials of an established political party to the teachers' mail boxes. No teacher shall be prevented from wearing insignias, pins, or other identification of membership in the **FEDERATION** on or off school premises.
- G. The **BOARD** agrees to furnish to the **FEDERATION**, in response to reasonable requests from time to time all available compiled public information concerning the financial resources of the district, tentative budgetary requirements and allocations, and such other information as will assist the **FEDERATION** in developing programs on behalf of the teachers, together with information which may be necessary for the **FEDERATION** to process any grievance or complaint.
- H. Copies of the tentative agenda and notes regarding the agenda for regular and special board meetings shall be sent electronically to the **FEDERATION** President and other designees at the time they are sent to members of the **BOARD**.

ARTICLE III
BOARD RIGHTS

The **BOARD** on its own behalf and on behalf of the electors of this district, hereby retains and reserves unto itself all powers, rights, 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:

- A. To the executive management and administrative control of the school systems and its properties and facilities, and the activities of its employees;
- B. To hire all employees and subject to the provision of 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;
- C. To establish grades and courses 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**;
- D. To decide upon the means and methods of instruction, the selection of textbooks, and other teaching materials, and the use of teaching aids of every kind and nature;
- E. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignment of teachers and other employees with respect to administrative and non-teaching activities, and the terms and conditions of employment;
- F. To require a teacher to obtain a mental or physical examination at the **BOARD** expense when there exists reasonable doubt as to the teacher's effectiveness due to health problems. The examining physician or physicians shall be designated by the **BOARD**. The results are to be filed with the **BOARD** for action as to retention or forced leave of absence. If the teacher is dissatisfied with the results of the first examination, he may request a second examination at his expense with the physician or physicians to be selected by mutual agreement between the **BOARD** and the **FEDERATION**. If the teacher refuses the **BOARD** recommended examination by an appropriate physician, or if a second physician cannot be mutually agreed upon, the decision of the **BOARD** concerning leave or retirement shall be final.
- G. The exercising of the foregoing powers, rights, authority, duties, and responsibilities by the **BOARD**, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use and judgment and discretion in connection therewith shall be limited only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and Constitution and laws of the United States.
- H. Notwithstanding anything contained in this Agreement, the **BOARD** reserves the right to take any steps that may be necessary to comply with the Americans With Disabilities Act (ADA) or other similar federal or state legislation, including steps needed in order to reasonably accommodate an employee's disability, such as, but not limited to, restructuring a job or position, reallocating or redistributing job functions or requirements, altering when or how job functions are performed, creating modified or part-time work schedules, granting preference in work schedules or shifts, creating flexible leave policies, providing disabled employees with transfers or reassignments to vacant positions and providing benefits that may be necessary to reasonably accommodate disabilities. It is understood and agreed that such action may be taken by the **BOARD** without prior bargaining with the **FEDERATION**. In the event any provision of this Agreement or application of this agreement conflicts with the ADA or similar state or federal legislation, the legislation shall prevail. In the same event of a claim by **FEDERATION** alleging that this provision has been misinterpreted or misapplied, this provision shall be interpreted in a manner consistent with the purposes underlying the ADA and other similar federal and state legislation.

ARTICLE IV
DEDUCTIONS FOR PROFESSIONAL DUES

- A. Upon filing with the employer a written authorization form for payroll deduction, signed by the employee, the employer agrees, during the term of this Agreement and extension or renewal thereof, to deduct **FEDERATION** membership dues, service fees, and assessments which have been levied in accordance with the Constitution and By-Laws of the **FEDERATION**, from the pay of such employee.
- B. Deductions from each paycheck shall be in the amount stipulated by the **FEDERATION** for the term of this Agreement, and shall commence with the pay period beginning in September. The employer agrees to forward such deductions which have been made within one week following such deduction to the Treasurer of the **FEDERATION**.

- C. The deduction of membership dues shall not be made if a teacher is on leave of absence or absent because of prolonged illness when the teacher's pay is not sufficient to cover the membership dues deduction.
- D. Individual authorization forms shall be mutually agreed upon, and when executed, shall be filed by the **FEDERATION** with the employer. Authorizations, once filed with the employer shall continue in full force and effect until revoked by the employee on a form mutually agreed upon, which form shall be filed with the employer. The **FEDERATION** agrees, at least thirty days prior to the beginning of the school year, to give written notification to the employer of the amounts to be deducted in that year under such authorization.
- E. The employer agrees, in the event that it or its agents have been shown to have deducted insufficient amounts from any member of the bargaining unit, to increase the following deduction in the amount of the demonstrated insufficiency. The **FEDERATION** agrees, in the event that it has received monies in excess of authorized deductions, to reimburse the employee(s) in the amount of the demonstrated excess.

ARTICLE V
TEACHING HOURS

- A. 1. The teacher's day shall begin and close according to the following building assignments:

	<u>STUDENTS</u>		<u>TEACHERS</u>	
	<u>START</u>	<u>END</u>	<u>START</u>	<u>END</u>
TURNER-HOWSON	8:15 A.M.	3:10 P.M.	7:55 A.M.	3:25 P.M.
MIDDLE SHCOOL	8:20 A.M.	3:18 P.M.	8:00 A.M.	3:30 P.M.
HIGH SCHOOL	8:20 A.M.	3:18 P.M.	8:00 A.M.	3:30 P.M.

- 2. The bell schedule for Middle and High School shall be:

	<u>Middle School</u>	<u>High School</u>
1 ST PERIOD	8:20A.M.-9:12	8:20 A. M.-9:12
2 ND PERIOD	9:16-10:08	9:16-10:08
3 RD PERIOD	10:12-11:04	10:12-11:04
MS Lunch/ 4 th Period	11:04-12:30 P.M.	
4 TH PERIOD		11:08-12:00 noon
LUNCH		12:00-12:30
5 TH PERIOD	12:34-1:26	12:34-1:26
6 TH PERIOD	1:30-2:22	1:30-2:22
7 TH PERIOD	2:26-3:18 P.M.	2:26-3:18 P.M.

- 3. During morning prep time, teachers will be available to students in their own classrooms and work areas, and on call for emergency situations. During hallway passing times teachers will supervise hallway areas within the proximity of their classrooms and be visible to students.

Turner-Howson	7:55-8:15
Middle & High	8:00-8:20

Upon the joint findings of the members of a Site Based Team, toward the possible needs of further student supervision during contractual times, this section of the contract can be re-opened by the RFT and the Board of Education for the purpose of problem resolution.

- 4. Teachers are not required to stay after:

Turner-Howson	3:25 p.m.
Middle & High	3:30 p.m.

(Permission to leave early may be granted by the principal.)

- 5. Teachers may leave school at the following times on full days preceding a vacation:

Turner-Howson	3:12 p.m.
Middle & High	3:18 p.m.

6. Part-time teachers who are not serving in a substitute position will be treated in the following manner:

- a. The Superintendent will place those individuals on the appropriate salary level.
- b. Their daily rate will be multiplied as shown by formula:

$$\frac{\text{No. of hours taught}}{7} \quad \times \quad \text{Members current step/number of days in school year}$$

- c. Part-time teachers will report to work before and remain after their last teaching assignment in proportion to the fraction of hours taught in a seven-period day. For example, a teacher teaching three periods (3/7) would be at school 20 minutes before and remain 20 minutes after their last teaching period, with a minimum of 10 minutes before and after a one-hour teaching assignment.

- B. The **BOARD** recognizes the principle of a standard forty-hour week and will so far as possible set work schedules and make professional assignments which can reasonably be completed within such standard work week. The **BOARD** will not require teachers to work regularly in excess of such standard work week within or outside of any school building.
- C. Classroom teachers will be free to leave the room when special teachers assume charge of students. If an art, music, physical education teacher, or substitute is not available, the teachers scheduled for that day will be notified by 8:00 a.m. or as soon as possible and compensated for their time at the hourly rate as defined for internal subbing (Article VII.G.).
- D. All teachers will be assigned a continuous duty-free lunch period of at least thirty (30) minutes in length. Teachers who must travel from one building to another will be allowed at least (9) minutes. Travel time shall not be counted as preparation or lunch time.
- E. Contact time. In the event contact time needs to be adjusted to meet the requirements established by State Law, Michigan Department of Education, and any subsequent contact language may be adjusted by mutual consent. As decided by a joint committee made up of RFT board members and administration, upon publication of the revised State Code, the committee shall examine the need for additional time to the school day and the need for inclusion of Professional Development Days in the calendar. It is agreed that teachers shall meet the required contact time requirements, as established by the Michigan Department of Education, in order to allow the district to qualify for full state aid.
- F. Teachers who are involved in teaching at different levels will receive preparation time at each level based on the proportional rate of prep time given at each level. Travel time of at least nine minutes will be allowed those teachers separate from their eligible preparation time.

1. To provide more flexibility in scheduling additional building and/or individual parent-teacher conferences, each building principal may schedule additional Parent-Teacher conference throughout the school year, provided the affected teacher receives release time equal to the additional time scheduled for such conferences.

2. In order to provide more flexibility in scheduling meetings, each building principal may require teachers to attend after school meetings which last beyond the teachers' contract time, provided that the teachers receive release time equal to the additional time they are required to remain in school.

3. The principal may bank time for additional parent-teacher conferences, open houses, or staff meetings, which extend the teacher time at school beyond the contract day, through allowing early release time.

4. Teachers may be required to remain after school without additional compensation or release time, for up to one hour and 40 minutes per month for no more than nine months during the academic year, to attend meetings called by the school Superintendent or Principal. The maximum accumulation of such hours shall not exceed two (2) hours.

5. If a teacher who is assigned responsibilities in more than one building and is required to attend more than one parent-teacher conference or open house which occurs beyond the contract day, that teacher shall receive comp time for those activities.

6. Usage of release time shall be decided by the teacher(s) and the appropriate principal.

ARTICLE VI
EMERGENCY SCHOOL CLOSING

- A. In case of early dismissal due to inclement weather, all schools will be dismissed. All students in the same building will be dismissed at the same time. Teachers may be asked to remain up to ten (10) minutes after student dismissal.
- B. In the event that a teacher is unable to get to school because of the closing of roads by law enforcement agencies, such teacher shall have the time charged against sick leave time. In the event that a substitute teacher has been hired, the teacher will be charged with a full day's sick leave even though school is dismissed early.
- C. If the start of the school is to be delayed because of inclement weather or other emergency situations, teachers will report to work thirty (30) minutes before the announced starting time of classes.
- D. Teachers shall not have to report to school for days missed as a result of emergency closing and shall be paid for such days missed. Instructional days shall only be made up as mandated by current state law. If days are made up, no additional salary shall be paid to teachers. The **BOARD** and RFT representative will meet each March to confirm or review options of when days are to be made up if needed.

ARTICLE VII
TEACHING LOADS AND ASSIGNMENTS

- A. A normal secondary teaching load in Grades 6-12 will be thirty (30) assigned teaching periods and five (5) preparation periods. In addition, teachers in grades 6-12 may be assigned homeroom duty by the principal. Additional supervision would be mandatory when necessary to ensure the smooth operation of the school system.

The total contact time will be increased to conform to the requirements established by State Law, Michigan Department of Education.

Special education teachers will be assured teaching specialists in art, music, and physical education if these services are provided for in the student's planned program.

There will be no departure from these norms except in case of an emergency.

- B. Teachers will be guaranteed a minimum of 84 minutes each day or 420 minutes per week for preparation. Every attempt will be made to give teachers preparation time in blocks of 30 minutes or more.

All teachers will have a 30-minute duty free lunch period.

Teachers other than grade level teachers will have their 84 minutes of preparation time organized to fit their special situations.

- C. Teachers shall be given a written assignment prior to the close of school in June as to their tentative assignments for the coming school year. New teachers shall be given a written statement as to their tentative assignment as soon as possible after their hire date.
- D. Teachers who will be affected by grade and/or assignment changes will be notified by their principals as soon as practicable and prior to June 1. If a change is necessary after this date, a certified letter and an email will be sent to inform the teacher of the change.
- E. When the number of E.I. (Emotionally Impaired), M.I. (Mentally Impaired), or L.I. (Learning Impaired) students assigned to a building by IEPC (Individualized Educational Planning Committee) action meets EUPISD qualifications for aide assistance, such assistance will be provided. The aide will be assigned to the classroom by the building administrator.

A teacher may request an administrative review of a special education student's program by contacting the building principal. Within seven (7) working days, the Principal will convene a meeting to review the student's program. Those attending the meeting shall usually include the building principal, the classroom teacher, the resource room teacher, and special education coordinator; and teachers of art, music, and physical education at the request of the building principal. Program changes will occur only through the regular I.E.P.C. procedure. The building principal shall make known to all involved teachers any special and/or educational problems associated with the student.

- F. When a teacher is used as a substitute on a voluntary basis, s/he will receive an hour of compensation time for each class period worked as a substitute teacher. When the teacher obtains a total of six hours of compensation time s/he will be given a day off of his/her choice. All requests for compensation time must be requested five working days prior to the requested time off with his/her building principal's approval. The maximum annual usage of compensation time off will be 2 days per schools year.

Beginning July 1, 2009 any comp. time earned in a school year will be paid by June 30 of each year. An individual may choose to be paid in a 403B or through a payroll (cash) payment.

In the event that six (6) hours have not been accumulated within one year, the teacher may elect to receive compensation for all hours earned at the hourly rate of BA Step 1.

- G. IEPC's and SATM's and/or pre-referral screenings may be held during general education teachers prep time with no compensatory time, up to a total of five such occasions per teacher/per year. After five (5) such occasions, the general education teacher shall be paid either one (1) hour comp time or one (1) hour pay for each occasion during the school year.

Resource room or special education teachers are expected to conduct all IEPC's during their regular school day. Substitute teachers will cover their classrooms.

- H. If this review committee has not reached a mutually agreed upon solution to the overload within five (5) school days, a planning committee consisting of the Superintendent of Schools, the building principal, Federation representatives, and the teacher(s) involved will meet to develop a plan to relieve the overload. The first meeting of this planning committee must be within five (5) school days of its formation. This committee will also have the responsibility to set the time line for the implementation of the solution.
- I. Committee decisions shall be made known to all parties involved, i.e. Board of Education, Superintendent of Schools, and the Rudyard Federation of Teachers Board of Directors. If the agreed upon and approved modification to the class overload situation involves the adding of a teacher or teachers, and the overload has been relieved, the teacher's aide may be dropped immediately, at the discretion of the Superintendent of Schools.

ARTICLE VIII **TEACHING CONDITIONS**

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to ensure the high quality of education that is the goal of both teacher 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 day should be directed at ensuring that the energy of the teacher is primarily utilized to this end.

- A. Because the pupil-teacher ratio is an important aspect of an effective education program, the parties agree that the class size should be lowered whenever possible. If the recommended maximums are exceeded on the elementary level for a period of ten (10) consecutive school days, a teacher aide will be provided upon teacher request up to a maximum of three (3) hours per day. On the secondary level when the average class loads exceed the recommended maximum for a period of ten (10) school days, a teacher aide will be provided upon teacher request. This aide may be assigned other duties in the school by the principal; however, the teacher requesting the aide shall have first priority on her/his time and assistance.

Whenever the recommended class size is exceeded by three (3) students, a review committee consisting of the building principal, the teacher(s) involved, and the Federation Building Representative will meet within five (5) school days of the reported overload and work to resolve the overload.

The recommended class size per teacher is not designed to inhibit large group instructions.

(1) Kindergarten	22 students
(2) First-Second Grades	25 students
(3) Third-Fifth Grades	28 students
(4) Special classes for Handicapped or mentally impaired	State Limitations
(5) Special sight-saving and hearing conservation classes	State Limitations
(6) Emotionally impaired classes	State Limitations

The maximum class size per teacher in the High School shall be as follows:

Basic English	24 students
English	30 students
Social Studies	30 students
General Education	30 students
Mathematics	30 students
Language	30 students
Business	30 students
High School Science	28 students
Typing	32 students
Woodshop I	24 students
Woodshop II	24 students
Woodshop III	24 students
Drafting	24 students
Machine Shop I and II (combined)	24 students
Welding	24 students
Power Mechanics	24 students
Electronics	24 students
General Metals	24 students
Art	29 students
Homemaking	24 students
Physical Education	39 students
Theatre Shop	24 students

The maximum class size per teacher in the Middle School, grades 6 through 8, shall be as follows:

Core Curriculum	29 students
Shop	24 students
Life Skills	24 students
Art	29 students
Physical Education	39 students

No teacher will be assigned more than two separate grade levels at the elementary school. The two grades are to be consecutive and the maximum recommended class size shall be reduced by three (3) less than the lower of the two grade levels. A K-1 split will be used per administrative discretion. A classroom designated as K-1 split to a three (3) hour per day aide.

Classes such as industrial arts, science, art, computers, and any others, which require the use of workstations, shall not exceed the number of workstations available without the expressed consent of the teacher.

- B. The **BOARD** recognizes that the appropriate texts, library reference facilities, maps, globes, laboratory equipment, audio-visual equipment, technology, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the **BOARD** undertakes to implement all joint decisions thereon made by its representatives and the **FEDERATION**. The **BOARD** agrees at all times to keep the schools reasonably and properly equipped and maintained when finances permit.
- C. The **BOARD** shall make available in each school a restroom, lunchroom, and lounge for use by teachers, substitute teachers, and non-certified support staff.
- D. The **FEDERATION** may install vending machines in the teacher's lounge with the proceeds to go to the Federation Scholarship fund. The cost of installation is to be defrayed by the **FEDERATION** and the machines are to be operated by members of the **FEDERATION**.
- E. Parking facilities shall be provided for teacher use.
- F.
 - 1. A separate desk for each teacher in the district with drawer space and key to such desk when available.
 - 2. Suitable locked closet space for each teacher to store coats, overshoes, and personal articles, and a key to such closet upon request.

3. The teacher may request a key for his building to be checked out with the principal for a designated period of time. The key is not to be duplicated.
- G. The **BOARD** agrees to relieve teachers of cafeteria duty in grades K-5.
- H. In Grades K-6, the bookkeeping duties may, if assigned, include (1) attendance keeping as required by State Law; and (2) collecting money, taking daily lunch counts, recording grades and attendance in CA-60's. In Grades 7-12, the bookkeeping duties may, if assigned, include (1) attendance books as required by State Law; (2) keeping of grade books. First period in the morning and afternoon classes may be used from time to time in order to carry out administrative duties. Homeroom meetings may be called when necessary.
- I. Calendar days designated as teacher work time will not be used for professional development. Any building/district organizational meetings must be completed by 10:00 a.m. on full days and 9:00 a.m. on half days.

ARTICLE IX
NEW STUDENT PROCEDURE

K-5 student registering after 9:30 after the first day of school will report to the classroom at the beginning of the next school day following registration.

ARTICLE X
VACANCIES, PROMOTIONS, AND TRANSFERS

- A. Whenever any vacancy or newly created professional position in the district shall occur, the **BOARD** will post the same within ten (10) school days of the vacancy, in every school office and teachers' lounge within the district. Postings shall be sent out to all staff via email.
- B. Any district teacher who is transferred to a full-time administrative position shall have his/her teaching seniority frozen at its current level at the time of the contract signing. Upon termination of an administrative contract of employment, the employee may return to prior teaching status, and be entitled to all rights retained previous to the administrative agreement, provided all certifications are current to continue in a teaching capacity.
- C. Teachers who are employed as part-time administrators may retain their seniority status, pay prorated dues, and be entitled to union support in relation to his/her teaching duties. However, said teachers may not hold union office, or maintain voting rights as long as part-time administrative status is held.

ARTICLE XI
REDUCTION IN PERSONNEL

- A. The **FEDERATION** and **BOARD** will assist all teachers terminated due to a reduction in personnel as they attempt to secure employment in other districts.
- B. Teachers who have been reduced from the teaching staff due to the conditions as stated in this Article and who are later reinstated to a teaching position shall retain the position on the seniority list and the salary schedule that they had when they were laid off. It shall be the responsibility of the teacher to maintain a current address on file in the administrative office.
- C. Notification of recall shall be sent by certified mail to the teacher's last known address with a copy going to the RFT. The teacher shall have fourteen (14) days to notify the **BOARD** that he/she wants to be re-employed by Rudyard Area Schools. The teacher's name will be removed from the recall list if:
 1. He/she fails to respond within fourteen (14) days; or
 2. The teacher turns down full time employment for which he/she is qualified.
- D. Effective March 1, 2013, Teachers on layoff will remain on the recall list for 40 months. After such period, they will be removed from the recall list and there will be an immediate and permanent termination of the teacher's recall rights.

RTF acknowledges the Board Policy/Guideline on paying back unemployment if recalled back by the 1st day of teachers' work.. The payback will be lump-sum by November or through payroll deduction by the end of the school year. Should the teacher decline the recall, they are released from payback of the unemployment.

ARTICLE XII
TEACHER EVALUATION

- A. A mentor shall be assigned by the building principal to every probationary teacher upon entrance into the system. This assignment will be given to the teacher in writing. The mentor will be a tenure teacher and shall be engaged in teaching within the same grade, building, or discipline as the probationary teacher. It shall be the duty of the mentor to assist and counsel the probationary teacher in acclimation to the teaching profession and the school system. The mentor shall not be involved in the evaluation of the probationary teacher.
- B. Each teacher shall have the right, upon request, to review the content of his own personnel file. The teacher may request a representative of the **FEDERATION** to accompany him in the review. The review shall take place in the Administrative Office in the presence of a representative of the **BOARD**. Each teacher's personnel file shall contain the following minimum items of information:
- Required medical information
 - All teacher evaluation reports
 - Teacher certificate
 - A transcript of academic records
 - Tenure recommendation

ARTICLE XIII
PROTECTION OF TEACHERS

- A. Since the teacher's authority and effectiveness in his classroom is undermined when there is insufficient administrative backing and support of the teacher, the **BOARD** recognizes its responsibility to give support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The **BOARD** further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian of certifiable emotionally disturbed students. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the **BOARD** will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil. If a student is certified as mentally, emotionally, or learning impaired, then his placement and program shall be that recommended by the Individualized Educational Planning Committee as set up under the rules and regulations of the Intermediate Plan for the Implementation of Public Act 451 of 1976.
- B. It is recognized that discipline problems are less likely to occur in schools which are well administered along clearly defined **BOARD** policies on the area of student conduct. It is therefore, the responsibility of the school staff to maintain these standards. It is the responsibility of the **BOARD** to advise staff not maintaining these standards and to give assistance, counsel, and recommendations as to how to improve the particular problem.
- C. A teacher may exclude a pupil from class when the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom is a major distraction or a safety threat to other students. In such cases, the teacher will furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incident in writing. The pupil shall not be returned to the class until after consultation by the principal with the teacher. Final determination shall be made by the principal or his designee.
- D. Any case of assault upon a teacher shall be promptly reported to the **BOARD** or its designated representative. The **BOARD** shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- E. If any teacher is complained against or sued as a result of disciplinary action taken by the teacher against a student that is within the written policies of the Board of Education, the **BOARD** will render all possible assistance to the teacher's defense.
- If the incident is determined to be the result of teacher provocation, the **BOARD** shall have the option to provide or not to provide all reasonable assistance to the teacher.
- F. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher unless the teacher is found guilty of wrongdoing in an established court of law.
- G. Teachers shall exercise care with respect to the safety of pupils and property but shall not be individually liable, except in the case of negligence or neglect of duty, for any damage or loss to persons or property.

- H. No action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported to the teacher concerned.
- I. The **BOARD** will review recommendations made by the **FEDERATION**, submitted through the principal concerned, pertaining to rules and regulations setting forth procedures to be utilized in disciplining, suspending, or expelling students for misbehavior. Such rules will be made available by the administration to teachers, parents, and students at the commencement of each school year.

ARTICLE XIV
PROFESSIONAL RESPONSIBILITIES

- A. Teachers are responsible to the Board of Education for exercising the duties of teachers as prescribed by law.
- B. Teachers have a professional and moral obligation to the students placed in their care that extends beyond the lawful requirements. These obligations include, but are not limited to, providing an atmosphere conducive to learning, providing an opportunity for the child to participate in class in a democratic way according to the level of maturity, providing guidance of the child in moral growth as well as academic learning, treating each child as an individual, and encouraging children to work for high individual goals. The teacher's responsibility to the child is not limited to the classroom but extends to corridors, after school functions, field trips, and whenever the child is under the teacher's care.
- C. Each teacher has the responsibility to the parents of each child to report the child's progress in school in a fair, unbiased manner. Every parent has the right to expect that information concerning this child will remain confidential.
- D. Teachers have the responsibility to their profession to act in a professional and legal manner. The **FEDERATION** shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof, and the **BOARD** recognizes that the Code of Ethics of the Education Profession, as adopted by the RFT, 1982 revision, is considered by the **FEDERATION** and its membership to define acceptable criteria of professional behavior. The **FEDERATION** shall recognize the Code of Ethical Procedures, Governing Relationships of Board of Education and Superintendent of Schools. Refer to Neola Policy 3210.
- E. Teachers will provide Special Education Services as prescribed by law.

ARTICLE XV
PROFESSIONAL COMPENSATION

- A. The salaries of teachers covered by this Agreement are set forth in Article XXII, Schedule A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.
- B. The salary schedule is based upon the normal weekly teaching load as defined in Article VII. For extra work the teacher shall be entitled to appropriate additional professional compensation as defined in Article XXV, Schedule C (Extra Curricular Schedule) which is attached to and incorporated in this Agreement. The teacher shall be paid for attendance at any educational or civic function where attendance is not voluntary but required with the exception of the Annual Open House and teacher's meetings. All teachers' meetings are to commence during the contract day.
- C. Salary Schedule A is based upon the regular school calendar, Article XXVI, Schedule D. For teaching assignments in excess of normal teaching load, teachers will be compensated at one times their individual hourly rate. A teacher shall have the right to reject any teaching assignment in excess of the normal teaching load.
The teacher's hourly rate shall be determined in the following manner:

Teacher's annual contractual salary divided by contract days divided by 309 = minute rate.

Teacher's annual contractual salary divided by contract days divided by maximum Periods per day = period rate.

- D. Teachers will be paid bi-weekly during the year with 26 pays with the option to go to 24 pays (1st and 15th of the month).

Should a regular payday fall when school is not in session, the checks will be available at the school on or before the pay date.

- E. Teachers who work on a twelve-month basis are paid for 12 months service.

- F. A teacher engaged during the school day in negotiations on behalf of the **FEDERATION** 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.
- G. Representatives of the **FEDERATION** shall be released from regular duties without loss of salary for the purpose of participating in area, regional, state or national meetings of the MFT, AFT, AFL-CIO. The total time for release of Federation representatives shall not exceed collectively for the unit eight (8) days in any one school year. The union shall reimburse the district for the total cost of the substitute.
- H. Teachers who are assigned teaching duties in more than one school during any day shall be reimbursed for travel. Reimbursement shall be made at the prevailing IRS rate per mile for the distance actually traveled. All reimbursements will be paid the second pay period of each month.
- I. The results of any medical tests required by State or Federal law will be supplied to the administration.
- J. Teachers who are assigned special duties shall be reimbursed during the next available pay period or within three weeks time.
- K. Upon appropriate written authorization from the teacher, the **BOARD** shall deduct from the salary of any teacher and make appropriate remittance for tax deferred annuities for not more than eight (8) tax deferred annuities, and a credit union mutually agreeable to both parties, U.S. Government Savings Bonds, or any other plans or programs jointly approved by the **FEDERATION** and the **BOARD**. An employee is limited to two companies for tax deferred annuities.

ARTICLE XVI
LEAVE PAY

- A. A probationary teacher shall be entitled to thirteen (13) days sick leave after working ten school days. A tenure teacher shall be entitled to thirteen (13) days sick leave upon signing contract for the next year. Three (3) of the thirteen days may be used for purpose of personal business. Teachers hired after the first day of school in September shall have the thirteen days sick leave pro-rated in accordance with their length of service for the year. A teacher absent from duty because of personal illness or injury shall be paid his full salary for the period of such absence; not to exceed a total of thirteen (13) working days in any one year, except where additional leave time has been accumulated. In the event any one absence due to illness shall exceed five (5) consecutive school days, the **BOARD** shall reserve the right to request written notice from a doctor stating reason for absence.
- B. Each teacher shall be entitled to unlimited accumulation for the unused portion of each year's sick leave, which shall be available in future years.
- C. If possible, routine health examinations, dental appointments, or surgical procedures shall be scheduled on non-school time.
- D. Leaves of absence with pay chargeable against the teacher's allowance shall be granted for the following reasons:
 - 1. Sick leave, which shall include: personal illness, which makes it unwise for the employee to be at school, illness in the immediate family, and quarantine. Up to five (5) days sick leave will be granted for death in the immediate family if taken within two (2) weeks of the bereavement. Immediate family is interpreted to mean: mother, father, spouse, parent of spouse, brother, sister, child, grandparents, or a dependent in the immediate household. Upon request, additional days may be granted by the Superintendent.
 - 2. Up to three (3) days time for attendance at the funeral service of a person whose relationship to the teacher warrants such attendance. Upon request, additional days may be granted by the Superintendent.
 - 3. Three personal days.
 - a. Teachers will notify the principal two-(2) school days in advance of taking personal days except when the principal determines an emergency exists.
 - b. Personal days cannot, without special permission of the principal, be taken two (2) school days prior to or following school vacation.
 - c. Recognizing that the effectiveness of a school day can be severely affected by the absence of regular teachers, personal days shall be approved at the discretion of the principal.
 - d. Personal leave days shall be subtracted from the 13 days sick leave granted per year.
 - e. At the end of the school year a teacher's unused personal days may be put into a personal time bank not to exceed 4 days/28 hours. When the 4 days/28 hour bank is full, the unused personal time will go to the teacher's sick leave for the following year.

- f. Comp time accumulated by a teacher may be carried over to the next school year in a bank. The bank is not to exceed 2 days/12 hours. Any additional comp time will be paid to the teacher at the end of the school year. The teacher has the option of whether to carry a comp bank from year to year or to be paid at the end of each school year.
4. Sick leave will only be approved for transfer within/between unions for catastrophic illness. A signed agreement between the unions involved must be delivered to the Business Manager for approval on pay period prior to the transfer. The Superintendent will have final approval.
- E. Each teacher will be covered by the applicable Workman's Compensation laws and the **BOARD** further agrees to pay the injured teacher the difference between his weekly income and the amount to which he is entitled under provisions of Worker's Compensation laws for a period up to 120 working days. Beyond 120 working days, such payments would be charged against sick leave on a pro-rated basis computed on the relationships of the differential pay to his regular weekly pay until the sick leave is exhausted. Family health insurance benefits for the employee on workman's compensation leave will be paid by the **BOARD** for the duration of the leave, not to exceed nine (9) months.
 - F. Teachers shall be given written notice of total sick leave accumulated from prior years at the beginning of the school year.
 - G. After five years of service in Rudyard Area Schools, a teacher upon termination of services, or retirement shall receive ½ of the daily rate of BA Step 1 for up to 100 days accumulated during their last fifteen years of employment. In the event the death of an employee precedes termination/retirement, this benefit shall be paid to the employee's beneficiary.
 - H. A sick leave bank for the benefit of teachers shall be established based on the following conditions:
 1. Whenever the bank reaches the minimum of two times the number of full time teachers, it shall be replenished by each teacher contributing one day sick leave to the bank. Such replenishment shall take place only once in a fiscal year.
 2. Whenever a teacher joins the staff, he shall contribute one day to sick leave bank.
 3. In the event that the bank is exhausted, teachers may donate additional days on a volunteer basis.
 4. The maximum number of days that may be accumulated in the bank shall be 275. This maximum shall not apply to the contribution of new teachers.
 5. The maximum number of days that any teacher shall be able to draw from the sick bank will be sixty (60) days for a tenure teacher and thirty (30) days for a probationary teacher.
 6. A teacher shall not be eligible to draw from the central bank until his own personal sick leave has been expired for a period of five (5) working days. If the application is approved, the loan will be extended to cover the five-day grace period.
 7. In succeeding years a teacher who had borrowed from the bank shall replace one-half (1/2) of his accumulated sick leave at the end of each year into the central bank until he has replaced the loan.
 8. The sick leave bank shall be administered by a committee of four (4) persons, two who shall be selected by the Superintendent of Schools and two by the FEDERATION. Teachers shall make application to this committee for a loan from the central bank.
 9. The applicant for a loan shall provide proof from a physician stating that he is unable to return to work before a loan shall be granted. The Central Bank Committee may, at the teacher's expense, require the opinion of a second physician.
 10. Decisions of the Central Bank Committee shall not be subjected to the grievance procedure.
 - I. Leave of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons:
 1. Jury Duty- Teachers called for jury duty shall be paid their full salary provided the employee, upon receiving money from the court, reimburses the BOARD any per diem rate for said jury duty. Any mileage payment shall be retained by the employee.
 2. Court appearance as a witness in any case connected with the teacher's employment or the school and involving no moral turpitude on the part of an employee, except in a case instituted by a teacher.
 3. Attendance at conference- All requests for attendance at conferences during school time, or at any time if reimbursement for expenses is to be claimed, are to be in writing to the principal. If final approval is given, the principal will sign a conference request form, and reimbursement will be made as follows:
 - a. Travel expenses by car will be reimbursed at the prevailing IRS rate per mile plus actual expenditures for tolls. Travel expenses by common carrier will be reimbursed at cost.
 - b. Cost of lodging will be reimbursed at a maximum of \$90.00 (plus tax) per day for attendance at approved conferences. Lodging will be paid the night before a conference but not the night after the conference, any

exception must be pre-approved by the superintendent. Employees must room together when appropriate (same sex).

Meals will be reimbursed at the rate of \$38.25 per day with proof of receipts:

All requests for reimbursement must be accompanied with receipts within a reasonable amount of time.

Receipts will not be honored for such items as water, pop, gum, or other incidentals.

- c. With the approval of the employee's immediate supervisor, the employee may leave during the normal school hours to attend an approved conference. The time used for travel may not extend past the normal school day per Federation contract and must only be used for travel time. Mitigating circumstances would include distance and weather conditions.

4. A teacher absent from work because of mumps, scarlet fever, measles, chicken pox, scabies, pinkeye, mononucleosis or head lice shall suffer no loss of compensation up to a limit of ten (10) days when proof of such illness is shown by a doctor's statement.

5. Teachers involved in activities approved by the building principal will be granted leave and expenses to escort students to these activities. The building principal must be fully aware of the potential involvement of the activity prior to approval.

J. Sabbatical Leave

1. Teachers who have been employed for seven (7) consecutive years by the **BOARD** may be granted a sabbatical leave by the **BOARD** for teacher improvement of up to one (1) year. It is agreed that teacher improvement includes, but is not limited to attending a college, university or other educational institution and travel which will improve the teacher's ability to teach.
2. During said sabbatical leave, the teacher shall be considered to be in the employ of said BOARD, shall have a contract, and be paid one-half base salary and insurance benefits; provided, however the BOARD shall not be held liable for death or injuries sustained by any teacher while on sabbatical leave.
3. Teachers on sabbatical leave shall be allowed credit toward retirement for time spent on such leave in accordance with the rules and regulations established by the Michigan Public School Employees Retirement Board.
4. A teacher returning from sabbatical leave shall be restored to his/her teaching position or to a position of like nature, seniority status, and pay.
5. Denial of sabbatical leave shall not be a subject of grievance procedure.
6. If a sabbatical is granted, the teacher shall in his contract agree to return to teach at Rudyard Area Schools for a minimum of two years immediately following the Sabbatical. If this condition is not met, the teacher shall return salary paid and the dollar value of all school paid benefits received during the sabbatical year. This condition must be met within thirty (30) days upon the request from the school.

K. Part time teachers shall share, pro-rated according to their period of employment, in all sections of this Article.

L. Early Retirement

PART I. Any employee eligible for retirement prior to age 60 under the Michigan Public School Retirement System will receive a stipend from the employer.

1. Stipends, if any, will close upon the retiree's death.
2. A teacher who qualifies for retirement during a contract year will be granted retirement provided a satisfactory replacement could be found.

PART II. Yearly stipend for early retirement benefit will take place within 14 calendar days of retirement date, and each of the following yearly payments will be on the retirement anniversary date.

Effective July 1, 2006, all payments under this early retirement Article will be paid into the retirees 403B account.

PART III. The stipend will be calculated by the following method:

1. B.A. degree up to but not including a Master's degree.

Option 1. \$5,000.00 a year, payable once a year, each year for five (5) consecutive years or until the retiree's 60th birthday, whichever comes first.

Option 2. The employee can elect to receive a one-time stipend payment of 75% of the total accrual in Option 1, payable at the time of early retirement. Employees over age 55 shall receive this stipend on a pro-rated basis depending on the number of years between retirement and age 60.

- a. Five (5) years between retirement and age 60=75% of total accrual in Option 1.
- b. Four (4) years between retirement and age 60=60% of total accrual in Option 1.
- c. Three (3) years between retirement and age 60=45% of total accrual in Option 1.
- d. Two (2) years between retirement and age 60=30% of total accrual in Option 1.
- e. One (1) year between retirement and age 60=15% of total accrual in Option 1.

2. M.A. Degree and additional hours.

Option 1. \$6,000.00 a year, payable once a year, each year for five (5) consecutive years or until the retiree's 60th birthday, whichever comes first.

Option 2. The employee can elect to receive a one-time stipend payment of 75% of the total accrual in Option 1, payable at the time of early retirement. Employees over age 55 shall receive this stipend on a pro-rated basis depending on the number of years between retirement and age 60.

- a. Five (5) years between retirement and age 60=75% of total accrual in Option 1.
- b. Four (4) years between retirement and age 60=60% of total accrual in Option 1.
- c. Three (3) years between retirement and age 60=45% of total accrual in Option 1.
- d. Two (2) years between retirement and age 60=30% of total accrual in Option 1.
- e. One (1) year between retirement and age 60=15% of total accrual in Option 1.

PART IV. The parties agree that an ad hoc committee shall be established and shall be composed of an equal number of representatives appointed by the Rudyard Federation of Teachers and the Rudyard Area Schools **BOARD** of Education. This committee's mission shall be to review a Teacher proposal as outlined above regarding an early retirement incentive and to report its recommendations to members of the Rudyard Federation of Teachers and the Rudyard Area Schools Board of Education for their consideration. Upon the decision of the **BOARD**, the matter shall be completed and not subject to the grievance procedure.

Such a program would apply for an employee who could qualify for and will draw retirement under the Michigan Public School Employee Retirement System by purchasing up to the number of years (limit of 5) of service for the employee to qualify for and draw retirement.

For any employee choosing this option, the cost of the purchase of years of service will be subtracted from the value of the benefits listed in Part III above, with difference, if any, paid over the same number of years as in Part III for that employee.

ARTICLE XVII LEAVE OF ABSENCE WITHOUT PAY

- A. Any teacher whose personal illness extends beyond the period of compensation under Article XV shall be granted a leave of absence without pay for up to one year if necessary to complete recovery from such illness. An extension may be granted at the BOARD'S discretion but for not more than one year at a time. Upon returning from leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position. Such leave of absence must be requested by the teacher in writing after sixty (60) days of illness. The intention to return to a teaching position during the next school year shall be made in writing prior to March 15th.
- B. If a teacher, whose sick leave has been expended, does not apply for a leave of absence, specifying when he/she will return, within fifteen (15) calendar days of receiving a certified letter containing a copy of Article XVI, Sections A and B, then the individual contract between the teacher and the Board of Education shall be void.
- C. Leaves of absence without pay shall be granted upon application for the following purposes:
 1. Induction or enlistment in lieu of induction for military duty to any branch of the Armed Forces of the United States for the duration of any conflict or for a period of one enlistment.

- D. Leaves of absence without pay shall be granted by the **BOARD** upon application for the following purposes:
1. Study, research, or special teaching assignment involving probable advantage to the school system.
 2. Political leave or service in a public office.
 3. Study to meet eligibility requirements for a license other than that held by a teacher.
- E. A leave of absence, without pay, shall be granted to any teacher for the purpose of childcare. Said leave may commence within thirty (30) days of the request of the teacher and further provide for:
1. The leave may extend up to a period of two (2) years at the written request of the teacher. If the leave is to be extended past a one-year period, the teacher will be hired back only if a position is available. The leave may be extended up to another three (3) years with board approval.
 2. In the event of death of the object child of leave, the leave of absence may be terminated upon request of the teacher at the beginning of any school year or when an opening occurs in the subject or grade level.
- F. A teacher on unpaid leave due to illness shall be eligible for one-half an annual increment for any semester in which they teach a minimum of forty-five (45) days.
- G. Teachers on leave without pay shall not be given benefit of any increment which would have been credited to them had they remained in active service in the school system.

ARTICLE XVIII GRIEVANCE PROCEDURE

- A. Definition
1. A claim by a teacher or the **FEDERATION** that there has been a violation or misinterpretation of any provision of this Agreement or Board of Education Personnel Policy, may be processed as a grievance as hereinafter provided.
 2. A "party of interest" is the person or persons making the claim and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
 3. The term "days" when used in this section shall, except when otherwise indicated, mean working school days.
- B. Purpose
1. The primary purpose of the procedure set forth in this Section is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of such procedure. Nothing contained herein shall be constructed as limiting the right of any teacher having a grievance to discuss the matter informally with an appropriate member of the administration.
- C. Time
1. If a teacher does not file a grievance in writing within fifteen (15) school days after the alleged occurrence, then the grievance shall be considered as waived.
 2. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of both parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship of any party, the **BOARD** shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
 3. If the time limit is not observed by the aggrieved, the grievance shall be considered settled.
- D. Rights to Representation
1. Any teacher may be represented at all meetings and hearings at all steps and stages of the grievance procedure by another teacher or by **FEDERATION** representation. The **FEDERATION** has the right to be present and state its views at all stages of the grievance process.
- E. Miscellaneous
1. During the term of any proceedings and until final determination has been reached, all proceedings shall be private and preliminary dispositions will not be made public without the agreement of all parties.
 2. There shall be no reprisals of any kind taken against any teacher or any participants in the procedure set forth herein by reason of such participation.
 3. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

4. Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may be processed through the grievance procedure until resolution.
5. The termination of services of or failure to re-employ any probationary teacher shall not be the basis of any grievance filed under the procedure outlined in this Article.

LEVEL I

In the event that a teacher believes there is basis for a grievance, the teacher shall discuss the alleged grievance with his building principal either personally or accompanied by a representative of the **FEDERATION**. The grievance must be discussed within fifteen (15) days after the occurrence. If, as a result of the informal discussion with the building principal, a grievance still exists, the teacher may file a written grievance with the principal on a form supplied by the administration. The written grievance must be filled within five (5) days of the informal meeting. The principal shall indicate his disposition of the grievance in writing within five (5) days of the receipt of the written grievance or the grievance will be advanced to Level II.

LEVEL II

If the aggrieved teacher is not satisfied with the disposition of the grievance by the principal, the grievance may be submitted in writing to the Superintendent. The submission must be made within five (5) days of the dated receipt of the principal's disposition.

LEVEL III

Upon the dated receipt of the written grievance, the Superintendent or his designee shall set a place and time, mutually agreeable to both parties, within ten (10) days of the dated receipt.

The Superintendent or his designee shall indicate the disposition of the grievance in writing with five (5) days of such meeting and shall furnish a copy thereof to the president of the **FEDERATION** and the Federation Grievance Chairperson.

LEVEL IV

If the aggrieved teacher or the **FEDERATION** is not satisfied with the disposition of the grievance at Level III, the unsatisfied party shall notify the Superintendent in writing within ten (10) days from the **FEDERATION'S** dated receipt of the written answer from the superintendent.

A hearing before the Board of Education will then be arranged to hear the grievance as presented by the parties. This meeting will take place within twenty (20) days from the **FEDERATION'S** dated receipt of the Superintendent's disposition of the grievance. The Board of Education shall render a written decision of the disposition of the grievance within ten (10) days after the hearing date. A copy of the **BOARD'S** decision will be given to the teacher, the president of the **FEDERATION** and the **FEDERATION'S** grievance chairperson.

LEVEL V

If the aggrieved teacher or the **FEDERATION** is not satisfied with the disposition of the grievance at Level IV, the **FEDERATION** may request that the grievance be submitted to arbitration. If the parties cannot agree to an arbitrator within five (5) calendar days from the notification date the arbitrator will be pursued, the arbitrator shall be selected by the American Arbitrator Association in accordance with its rules which shall likewise govern the arbitration proceedings. The Board of Education and the **FEDERATION** shall not be permitted to insert in such arbitration proceedings any material not previously disclosed to the other party. This arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The fees and expenses of the arbitrator shall be shared equally by the parties.

ARTICLE XIX NEGOTIATION PROCEDURES

- A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern of the parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matter be provided. The parties accordingly undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing information and otherwise constructively considering and resolving any such matters. Negotiations under this section are not required except by mutual consent of both parties.
- B. By March 1st of the year in which the Agreement expires, the parties will begin negotiations for a new Agreement covering wages, hours, terms, and conditions of employment of teachers employed by the **BOARD**.

- C. The initial negotiating meeting shall be devoted to the development of ground rules which shall serve as guidelines for subsequent meeting. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the **BOARD** of Education and by a majority of the teachers, but the parties mutually pledge that representatives selected by each shall be given authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- D. If the parties fail to reach an agreement in such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or a mediator from such public agency, or an arbitrator appointed pursuant to the provision of this Agreement. Any conclusions or decisions reached by the Mediation Board, mediator, or arbitrator shall not be binding upon either the **BOARD** or the **FEDERATION**.

ARTICLE XX
AGENCY SHOP

PART I

For new employees, present union member employees, and laid-off union member employees when recalled.

The employer and the **FEDERATION**, recognizing that the benefits of the collective bargaining agreement accrue to all members of the bargaining unit, regardless of whether or not such member belongs to the **FEDERATION**, accept the following method designed to enable all above mentioned members of the bargaining unit to support the efforts of the bargaining agent on their behalf.

- A. Within thirty (30) days after employment, or the execution of this agreement or its extensions or renewals, whichever is later, all of the above stated members of the bargaining unit shall have the opportunity to join the **FEDERATION** and execute an authorization permitting the deduction of **FEDERATION** dues and assessments.
- B. Any of the above stated members of the bargaining unit who has not joined the **FEDERATION** during such period, or having joined has not remained a member, shall immediately execute an authorization permitting the deduction of an annual service fee equal to the proportional cost of negotiating and administering the collective bargaining agreement. This amount is to be set by the RFT Board on a yearly basis and will not exceed the amount paid by the members of the RFT in dues and assessments. It is understood that the payment of such sums shall not constitute an agreement to become a member of the **FEDERATION**. Service fee deductions are to be forwarded to the RFT treasurer on a monthly basis.
- C. The employer agrees to notify all employees in the bargaining unit (those employed at the time of execution of the agreement or its extensions or renewal, as well as new hires) of the above stated thirty (30) day period, and will supply to the **FEDERATION** the name(s) of such employee(s) and the date of employment.
- D. Within the above thirty (30) days of employee failure to deliver authorization shall constitute basis for a discharge, and the employer agrees, upon a receipt of notification from the **FEDERATION** that a member of the bargaining unit has failed to execute such authorization within the specified thirty (30) days, to discharge such employees within five (5) days; it being understood between the parties of this Agreement that such requirement is a condition of continued employment for the above stated employees with the employer.
- E. In the event an employee is dismissed for failure to tender required authorized amounts and is subsequently offered re-employment within the bargaining unit by the employer, such unpaid amounts shall be required to be paid to the **FEDERATION** by the applicant as a precondition to re-employment.
- F. The cost of **FEDERATION** membership or of the service fee for part-time employment will be pro-rated according to MFT guidelines.
- G. The RFT, an affiliate of MFT, AFT, AFL-CIO, shall indemnify and save the employer harmless against any and all claims, demands, suits, or judgment damages, including unemployment compensation and attorney fees, which may arise from implementation of this section of the agreement. However, any costs incurred by the **BOARD** for legal representation of its own choosing shall be borne by the **BOARD**.
- H. The RFT President or designee and Superintendent shall meet and establish a seniority list by October 1st of each school year.

PART II

For present non-union member employees and any laid-off non-union member employees when recalled.

The employer and the **FEDERATION**, recognizing that the benefits of the collective bargaining agreement accrue to all members of the bargaining unit, regardless of whether or not such member belongs to the **FEDERATION**, accept the following method designed to enable all above mentioned members of the bargaining unit to support the efforts of the bargaining agent on their behalf.

- A. Within thirty (30) days after employment, or the execution of this agreement or its extensions or renewals, whichever is later, all of the above stated members of the bargaining unit shall have the opportunity to join the **FEDERATION** and execute an authorization permitting deduction of **FEDERATION** dues and assessments.
- B. Any of the above stated members of the bargaining unit who has not joined the **FEDERATION** during such period, shall immediately execute an authorization permitting the deduction of an annual service fee equal to the proportional cost of negotiating and administering the collective bargaining agreement. This amount is to be set by the RFT Board on a yearly basis and will not exceed the amount paid by members of the RFT in dues and assessments. It is understood that the payment of such sums shall not constitute an agreement to become a member of the **FEDERATION**. Service fee deductions are to be forwarded to the RFT treasurer on a monthly basis.
- C. The employer agrees to notify all employees in the bargaining unit (those employed at the time of the execution of the agreement or its extensions or renewals as well as new hires) of the above stated thirty (30) day period, and will supply to the **FEDERATION** the name(s) of such employee(s) and the date of employment.
- D. In the event that a bargaining unit members stated above does not authorize payment of the annual service fee, the employer shall, at the request of the **FEDERATION**, notify the employee of their non-compliance with the provisions stated herein. The parties expressly recognize that the failure of any above stated employee to comply with the provisions of this article is cause for the **FEDERATION** to pursue whatever recourse it may have available including, but not limited to, legal remedies against the individual teacher.
- E. The parties agree that every teacher's contract of employment shall contain the following: "This contract is subject to a collective bargaining agreement. The terms of such agreement are incorporated herein, and by accepting this contract, you agree to be bound by all such terms, including dues/service fee provisions thereof."
- F. The cost of **FEDERATION** membership or of the service fee for part time employees will be pro-rated according to MFT guidelines.
- G. The RFT, an affiliate fo the MFT, AFT, AFL-CIO, shall indemnify and save the employer harmless against any and all claims, demands, suits, or judgment damages, including unemployment compensation and attorney fees, which may arise from the implementation of this section of the agreement. However, any cost incurred by the **BOARD** for legal representation of its own choosing shall be borne by the **BOARD**.

ARTICLE XXI MISCELLANEOUS PROVISIONS

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- B. This Agreement shall supercede any rules, regulations, or practices of the **BOARD**, which shall be contrary to or inconsistent with its terms. It shall likewise supercede any contrary to or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made subject to this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the **BOARD**.
- C. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provisions 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.
- D. Copies of this Agreement shall be distributed at the expense of the **BOARD** and presented to all teachers now employed, offered contracts, or hereafter employed within ten (10) work days of ratification of this Agreement.
- E. Commitment from both sides that separate joint committees will be established and will meet by January 16 to review the concepts of Master Teacher Pay and Cash-In-Lieu options for the next contract. Bargaining to begin by February 28.

ARTICLE XXII
SALARY SCHEDULE A
2012-2013

	BA	BA+	MA	MA+
1	28,862	30,234	30,661	31,232
2	30,381	31,826	32,275	32,876
3	31,878	33,323	33,489	34,573
4	33,451	35,065	35,275	36,359
5	35,102	36,547	37,154	38,238
6	36,838	38,282	39,139	40,222
7	38,657	40,101	41,229	42,312
8	40,567	42,013	43,435	44,518
9	42,577	44,022	45,759	46,838
10	44,686	46,131	48,205	49,288
11-12	46,900	48,345	50,785	51,868
13-15	49,223	50,666	53,507	54,589
16-20	51,667	53,110	56,371	57,455
21	54,225	55,667	59,394	60,477

With FULL Vertical & Horizontal step advancement for 2012-13 as of settlement date.

ARTICLE XXIII
SALARY SCHEDULE SUPPLEMENT

Teachers are required to have eighteen (18) semester hours earned beyond a Bachelor's degree and full certification for teachers in order to be eligible for the BA+ lane. The 18 hours earned must be after the teacher is in possession of his/her teaching certificate. An increase in pay/steps will not be given until the transcript is presented. The pay/steps increase will not be retroactive but will begin on the date the transcript is presented to the Payroll Department.

- A. Teachers must have fifteen (15) semester hours earned beyond a Master's degree and full certification in order to be eligible for the MA+ lane. The District may grant credit for teaching services in other schools. Teachers laid off from Rudyard Area Schools may use teaching service between layoff and recall as part of the maximum credit.
- B. The payment to special teachers is for consultant services and other special duties within the teacher's field as designated by the principal.
- C. Changes in pay brought about by a change in certification or degree is made retroactively only to the date of issuance of the certificate or degree.

ARTICLE XXIV
HEALTH AND INSURANCE BENEFITS

- A. The **BOARD** agrees to furnish to all full-time teachers the following insurance program:
 - 1. The **BOARD** shall provide group life insurance protection in the amount of \$30,000 that will be paid to the teacher's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount. This benefit shall be subject to terms and conditions specified in the policy and any claim settlement between the teacher and the insurance carrier shall not be the basis of any grievance or claims against the **BOARD**.
 - 2. The **BOARD** agrees to offer a range of Health Insurance Benefit offerings, subject to the insurance caps. The Health Insurance Benefit offerings will be reviewed annually by an Insurance Review Committee which will recommend any needed changes. The details of the various plans and caps offered to staff will be available through the superintendent's office.

In Lieu of Health Insurance Monies

Those persons not requesting health insurance may select other insurances, annuities, or other options paid by "in lieu of monies" from the employer in an amount of \$3,000.00.

After July 1, 2006 when the husband and wife are both employed by the BOARD, either one may choose to carry health insurance, and the other is not eligible for the "in lieu of" monies.

Exception: Husband and wife FEDERATION members who are receiving "in lieu of monies" as of July 1, 2006 will continue to receive it as long as they are eligible.

2. The **BOARD** shall provide a dental program described in Addendum B for all full-time employees of the bargaining unit and their eligible dependents, including internal and external coordination of benefits.
 3. The **BOARD** shall provide a vision plan program described in Addendum C at no additional cost to the teacher.
 4. Tenure teachers, who have exhausted sick leave accrual, the above mentioned fringe benefits shall continue throughout the balance of the contract year as defined in Section 6. The provision shall apply after the first semester for the probationary teacher. This provision shall not apply to leave of absence other than illness.
 5. The **BOARD** shall make payment of insurance premiums for all persons who complete their contractual obligation to assure insurance coverage for the full twelve-month period commencing within thirty (30) days of hire. This individual may also choose to continue to be a part of the Rudyard group after this time by agreeing to reimburse the **BOARD** the actual cost of this coverage for one additional calendar year. An opportunity for fall open enrollment through November 1 will be offered to all teachers.
 6. New teachers and any other teacher desiring a change in coverage must fill out necessary forms in the Administrative Office by the second Friday of September. This is the responsibility of the teacher and failure to comply will result in loss of insurance benefits until the next re-opening date. Employees shall inform the administrative office staff of any change of dependent status for insurance purposes within thirty (30) days of such change. If an employee fails to do so, any insurance premium costs sustained by the school for unnecessary coverage shall be paid for by the employee. Prior to each school year in an orientation program, Rudyard Area School Administration shall inform teachers of the guidelines and rules regarding dependent status for insurance purposes.
 7. Teachers hired during the year shall receive coverage as soon as possible based on the enrollment date, after date of hire until the following September 30th.
- B. The **BOARD** shall provide SET Long Term Disability Insurance for each employee. Benefits shall begin upon termination of the employee's sick leave but not before the 46th scheduled work day and it will continue at 66 2/3% to a maximum age 65, sickness or accident, and will include the following features:
1. Monthly maximum of \$2,000.
 2. No exclusion of mental and nervous condition.
 3. No exclusion of alcoholism and drug addiction.
 4. Social security freeze.
 5. Rehabilitation clause.
 6. Full family social security offset.
 7. No pre-existing condition or waiting period.
 8. Maternity benefits covered as new illness.
 9. Two-(2) year own occupation clause.
 10. Three (3) month waiting period for recurrent disability or any new disability occurring in the same year, after an employee has returned to active employment.
- C. The **BOARD** agrees to provide the above mentioned insurance subsidies for programs within the underwriting rules and regulations as set forth by the carrier in the Master Contract held by the policy holder.
- D. The **BOARD** reserves the right to change insurance carriers annually if a substantial cost savings may be realized and it is determined by the **BOARD** and the **FEDERATION** that the benefits or services are equivalent or an improvement to the present programs for the teachers.
- E. The **BOARD** will provide the opportunity for teachers to subscribe to additional comparable insurance coverage, by payroll deduction, limited to the health insurance carrier, or if not possible, a total of not more than three (3) companies for payroll deduction for the total **FEDERATION**.

HEALTH BENEFITS
ADDENDUM A

The **BOARD** agrees to offer a range of offerings to staff which will be reviewed annually by an Insurance Review Committee which will recommend any needed changes. The details of the various plans and caps offered will be available to staff through the superintendent's office.

DENTAL PROGRAM
ADDENDUM B

CLASS I- BASIC SERVICES

INCENTIVE PLAN, PAYMENT INCREASES 10% EACH YEAR PROVIDED THE INDIVIDUAL HAS DENTAL EXAMINATION AND THE RECOMMENDED WORKS IS PERFORMED.

PAYMENT BEGINS AT 60% AND PROGRESSES TO 100%

Examination
Cleaning
Diagnostic X-rays
Restorative

CLASS II- PAYMENT AT 60%

Oral Surgery
Endodontics
Periodontics

CLASS III- MAJOR SERVICES- PAYMENT AT 60%

Freestanding Gold Crowns	Bridges and Repairs
<u>X</u> _____ Included in Class III	
_____ Included in Class II	Dentures, full and partial

VISION COVERAGE
ADDENDUM C

The **BOARD** agrees to provide the following coverage as stated below:

Eye exam	\$ 48
Regular lenses	\$ 63
Bifocal lenses	\$ 72
Trifocal lenses	\$ 90
Lenticular lenses	\$108
Frame allowance	\$ 80
Contacts	\$150

Examinations, frames, and one set of corrective lenses will be provided once in a 12-month policy year for each eligible member of the family.

ARTICLE XXV
EXTRA CURRICULAR SALARY SCHEDULE

- A. The teachers can sign up for extra curricular activities and shall be compensated in addition to their base salary for this extra curricular activity. Primary consideration for these duties shall be given to teachers in the system. All positions will be posted ten days prior to being filled except in the case of emergency.

- B. If a teacher presently has an extra curricular activity and wishes to keep that activity, this teacher shall have first consideration for this position. All extra curricular positions shall be non-tenure.
- C. Coaching salaries shall be computed on the B.A. Schedule according to the percentage listed up to a maximum of five (5) years.
 - 1. For applicants within the system, up to a maximum of two years of prior coaching experience in the same sport in a lesser position within the system will be allowed for head coach position.
 - 2. For applicants outside the system up to five (5) years of head coach experience in the particular sport shall be granted.
 - 3. For coaching positions, other than head coach, five (5) years of prior coaching experience in the sport shall be granted.
 - 4. All coaching experience for credit at the high school level must have been with high school teams.
 - 5. All coaching experience for credit at the junior level must have been done at the high school or middle school level.
 - 6. This salary figure shall include the weeks of pre-school practice.
 - 7. A committee, mutually acceptable to the **BOARD** and the **FEDERATION**, composed of one coach of a girls' athletic team, and one coach of a boys' athletic team, one non-coaching teacher, the Athletic Director, and Middle School/High School Principal will develop criteria to assure extra curricular salary schedules are based on single rated pay existing for teachers doing similar jobs requiring equal effort, time, and responsibility.

Listed activities and positions eliminated by **BOARD** action will not be paid until such time as reinstated by the **BOARD**

SCHEDULE B

<u>SPORT</u>	<u>PERCENTAGE</u>
Varsity Football*	12.0
Assistant Varsity Football	8.0
Junior Varsity Football	8.0
Assistant Jr. Varsity Football	7.0
Varsity Basketball (Boys)*	12.0
Varsity Basketball (Girls)*	12.0
Junior Varsity Basketball (Boys)	8.0
Junior Varsity Basketball (Girls)	8.0
8 th Grade Basketball (Boys)	4.0
8 th Grade Basketball (Girls)	4.0
7 th Grade Basketball (Boys)	4.0
7 th Grade Basketball (Girls)	4.0
Varsity Track (Boys)*	9.0
Varsity Track (Girls)*	9.0
7 th and 8 th Grade Track (Boys)	4.0
7 th and 8 th Grade Track (Girls)	4.0
Cross Country*	7.4
Middle School Cross Country	4.0
Varsity Golf (Boys)*	7.4
Varsity Golf (Girls)*	7.4
Varsity Volleyball*	12.0
Junior Varsity Volleyball	8.0
8 th Grade Volleyball	4.0
7 th Grade Volleyball	4.0
Varsity Baseball*	9.0
Varsity Softball	9.0
Junior Varsity Baseball	5.0
Junior Varsity Softball	5.0
Swimming*	9.0
Varsity Wrestling*	12.0
Junior Varsity Wrestling	8.0
Middle School Wrestling	4.0

The following extra-curricular activities shall be paid according to the percentage listed based upon the first step of the salary schedule.

SCHEDULE C

<u>EXTRA CURRICULAR ACTIVITIES</u>	<u>PERCENTAGE</u>
Band Director*	9.0/year
Choral Director*	6.0/year
Middle School Chorus	2.0/performance
Elementary Chorus	2.0/performance
High School Drama Production Coach*	4.0/play
High School Drama Choreographer	4.0/play
High School Set Designer	4.0/play
Middle School Drama Production Coach	3.0/play
High School Student Council*	5.0/year
Middle School Student Council*	3.0/year
Elementary Student Council	1.0/year/school
Class Advisor-7 th *	1.0/year
Class Advisor-8 th *	1.0/year
Class Advisor-Freshman*	1.0/year
Class Advisor-Sophomore*	1.0/year
Class Advisor-Junior*	3.0/year
Class Advisor-Senior*	3.0/year
High School Yearbook**	5.0/year
Safety Patrol	1.5/year/school
Visual Arts Club*	3.3/year
Quiz Bowl	4.0/year
Middle School Quiz Bowl	1.0/year
Future Teachers Coordinator	1.5/year/school
SADD Advisor	3.0/year
National Honor Society Advisor	3.0/year
Web Master	3.0/year
Project Close-Up Advisor	3.0/year
School Store Advisor	1.5/year
District Newsletter Editor	1.5/year
Middle School Math Counts Advisor	1.0/year
District Curriculum Heads ***	4.0/year
Building Curriculum Heads ***	1.0/year
Mentors	
First Year	2.0/year
Second Year	1.5/year
Third Year	1.0/year
Fourth Year	0.75/year

* The **BOARD** will determine the schedule of activities in cooperation with involved staff.

** Beyond curricular requirements

***To be determined by Superintendent

Extra curricular assignments are annual appointments made by the building principals and become binding on the BOARD and the teacher at the time the position is filled and becomes operational at the particular school.

Any additions to Schedule A, B, and C will be agreed to by the RFT and the Board of Education.

ARTICLE XXVI
SCHOOL CALENDAR

Schedule D
RUDYARD AREA SCHOOLS
****2012-2013 CALENDAR**

Date	Day	Event
August 27	Monday	Professional Development Day
August 28	Tuesday	Professional Development Day
August 29	Wednesday	Professional Development Day
August 30	Thursday	Teacher Work Day
September 4	Tuesday	1st day of school (full day)
October 19	Friday	No School
November 2	Friday	End of the 1 st Marking Period
November 2	Friday	No School Turner Howson (Teacher Prep Day)
November 7	Wednesday	1/2 day students – Parent Teacher Conferences (12:30- 4:00)
November 8	Thursday	1/2 day students – Parent Teacher Conferences (12:30-4 & 5-7)
November 9	Friday	No School Students – ½ day for Staff (8:00-12:00)
November 21-25	Wednesday-Friday	No School – Thanksgiving Recess
December 24	Monday	No School – Christmas Break begins
January 7	Monday	School Resumes
January 14	Monday	1/2 day of school – Exams
January 15	Tuesday	1/2 day of school – Exams
January 16	Wednesday	1/2 day of school – Exams
January 17	Thursday	1/2 day of school – Exams
January 18	Friday	No School Turner Howson
February 1	Friday	End of 2 nd Marking Period; End of 1 st Semester
February 26	Tuesday	Turner Howson – No School
February 27	Wednesday	1/2 Day Students
March 22	Friday	Parent Teacher Conferences (12:30-3:30, 4:00-7:00)
March 29	Monday	No School - Professional Development Day
April 8	Monday	Turner Howson No School
May 19	Sunday	End of the 3 rd Marking Period
May 24	Friday	No School – Spring Break Begins
May 27	Monday	School resumes
May 28	Tuesday	High School Graduation
May 29	Wednesday	Turner Howson No School
May 30	Thursday	No School – Memorial Day
May 31	Friday	1/2 day of school – Exams
		1/2 day of School – Exams
		1/2 day of School – Exams (Students Last Day of School)

- A. Students shall be released so as to allow at least 24 hours each school year so that teachers may attend in-service training meetings and have parent-teacher conferences.
- B. The **FEDERATION** shall appoint two (2) members of each building by September 15 who shall work with the building principal and shall mutually agree to the in-service program for that building.
- C. School Calendar: To be mutually determined by two (2) RFT and two (2) **BOARD** representatives after the EUP ISD calendar has been completed, if needed.
- D. Any changes made to the initially established calendar are to be mutually determined by the RFT calendar committee, or designates, and Board representatives.

ARTICLE XXVII
DURATION OF CONTRACT

This agreement shall be in effect for the period of July 1, 2012 through June 30, 2013.

This agreement shall not be extended orally and is expressly understood that it shall expire on the date indicated.

Signed For:

RUDYARD FEDERATION OF TEACHERS

Signed For:

RUDYARD AREA SCHOOLS BOARD OF EDUCATION

Margellie McDonnell Date 3/27/13
Steve Wilke Date 3/27/13
Mary Anne Otten Date 3/27/13

John Anderson Date 4/22/13
John [unclear] Date 3-27-13
Yvonne [unclear] Date 4/20/13