

MASTER AGREEMENT

BETWEEN

READING COMMUNITY SCHOOLS

AND

4AB UNIFIED BARGAINING ASSOCIATION MEA/NEA

September 1, 2012 – August 31, 2013

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## ARTICLE 1

### RECOGNITION

#### Section 1.

The Board hereby recognizes the 4AB Unified Bargaining Association MEA/NEA as the exclusive bargaining representative, as defined in regard to wages, hours and other terms and conditions of employment for the following certified personnel employed by the School;

Classroom Teachers  
Guidance Counselors  
Librarians  
School Social Worker(s)

Excluded are all administrative, supervisory and executive personnel and per diem substitute teachers. The term “teacher” when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining unit as above defined, and references to male teachers shall include female teachers.

#### Section 2.

The Board agrees not to negotiate at any time with any teachers’ organization other than that designated as the representative pursuant to the Michigan Public Employment Relations Act, as amended. The Board further agrees not to negotiate with any teachers’ organization other than the Association in regard to changes in salaries or other conditions of employment to become effective during the term of this Agreement.

## ARTICLE 2

### BOARD RIGHTS

- A. The Board, on its own behalf and behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan, and of the United States, including, and without limiting the generality of the foregoing, the right:
1. To the executive management and administration control of the school system and its properties and facilities, and the professional activities (curriculum studies, committees, ethical procedures) of its employees.
  2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or demotion: and to promote, and transfer, all such employees.
  3. 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.
  4. To approve the selection of 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. To determine class schedules, the hours of instruction, the duties, responsibilities, and assignments of teachers and other employees with respect to administrative and non-teaching activities, and the terms and conditions of employment.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and the Laws of the State of Michigan and the Constitution and Laws of the United States.



## ARTICLE 3

### THE AGREEMENT

#### Section 1.

This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. This Agreement may be modified, in whole or in part, by the parties by an instrument in writing duly executed by both parties.

#### Section 2.

This Agreement shall supersede any written policies of the Board or written Administrative regulations which are contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teachers contract heretofore in effect, except that previously granted credit for teaching experience, military service, related experience in business and industry, merit increments, or extra pay for services not specific in this Agreement shall not be taken away from any teacher by reason of this Agreement. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement.

#### Section 3.

If any provision of this Agreement or an application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

#### Section 4.

Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the provisions of the Revised School Code and Michigan Teacher Tenure Act. Such rights are not subject to the grievance procedure.

## ARTICLE 4

### ASSOCIATION RIGHTS

- A. All teachers' rights guaranteed by the Michigan revised school code, State and Federal Constitutions, Michigan General School Laws, and other legal statutes, shall be guaranteed to all teachers, employees, and the Association.
- B. The Board agrees to make available to the Association available information which the Association requires for the purposes of negotiations, grievance administration, and the administration of this Agreement. All original documents must be viewed in the Board's office; provided, however that legible photocopies of any such original documents shall be provided to the Association by the Board at a rate of \$.10 per page copied.
- C. The Association shall not schedule meetings during normal working hours except by mutual consent.
- D. The Association shall have the right to use school building facilities and equipment, without rental charge, for the purpose of conducting Association business. The Association agrees to abide by the rules and regulations established by the Board for use of school buildings facilities and equipment. Such equipment shall be audio visual and general office equipment which is normally available for teacher use. The Association shall reimburse the Board for all district supplies utilized by the Association in connection with its meetings on school premises.
- E. Bulletin boards, as now established in rooms designated as a faculty lounge in each building, shall be available for the exclusive use of the Association and the School. In addition, bulletin boards in the Principal's office of each building may be used for posting materials relating to Association business or general education information. Posted materials shall be signed or initialed by the Association member posting same. The Association agrees not to use any other school bulletin boards for Association purposes.
- F. Inter-school mail and school mailboxes may be used by the Association to distribute official communications such as notices of meetings, social events, and announcements of results of Association meetings, or elections. Such communications shall be signed. No other materials shall be distributed by the Association through the school mail services. Posting materials and distribution of materials in teacher mailboxes shall be the responsibility of the Association.

## ARTICLE 5

### SALARIES

- A. The salaries of teachers are set forth in Schedule A attached. For extra-curricular activities the teacher shall be paid per Schedule B, which is attached. Such schedules shall remain in effect for the duration of the contract.
- B. The salary schedule is based upon a normal weekly teaching load during normal teaching hours, for the scheduled number of days. With the consent of the individual teacher, the normal teaching load may be extended or decreased within the normal teaching hours. Salary shall be prorated based on the number of actual teaching hours compared to a normal teaching load.
- C. Credit up to five (5) years may be granted for actual teaching experience upon employment. Credit for additional experience may be granted. After initial employment teachers will progress one step on the salary schedule for each year they are not evaluated as ineffective.
- D. In the event a teacher is absent without pay, his/her daily loss in compensation shall be computed by dividing his/her contract salary by the number of days contracted to work.
- E. Payroll shall be on a semi-monthly basis. If the 15<sup>th</sup> or the 30<sup>th</sup> falls on a weekend, payroll will be on the preceding Friday.
- F. Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, association dues, or any other plans or programs jointly approved by the Association and the Board.
- G. All fringe benefits shall remain in continuous effect during the period covered by this contract. Teachers who complete the school year shall have fringe benefits continue through the succeeding August 31. Teachers who start employment after the beginning of the school year will have fringe benefits commence by the first of the month following employment. Teachers who terminate during the school year will have fringe benefits cease on the last day of the month following the last day of employment.
- H. Upon ratification of this Agreement, copies of our specification and coverages for all insurance policies in effect during the period of this Agreement shall be provided to each teacher.
- I. For all teachers who successfully complete graduate work beyond 18 semester hours, the District will reimburse the teacher at the rate of one hundred ten dollars (\$110.00) per credit hour for all graduate hours in excess of 18 semester hours which are directly related to the teacher's assignment or a part of an advanced educational degree program.



J. Any teacher hired after July 1, 2007 shall be required to enroll in direct deposit. For those teachers receiving paper paychecks, those paychecks will be handed out in the school offices.

## ARTICLE 6

### AGENCY SHOP

- A. Each teacher shall, as a condition of employment, on or before thirty days from the date of commencement of duties join the Association or pay a service fee to the Association. The service fee shall be established by the Association, and shall not be greater than the dues of the Association. Payment of dues or service fee shall be in cash or by authorized payroll deduction.
- B. The names of those teachers desiring payroll deduction shall be submitted to the Superintendent's office by September 30 and said teachers shall sign an authorization card.
- C. In the event a teacher does not pay a service fee directly to the Association, or authorize payment through payroll deduction, the Board pursuant to MCL 408.477, after conducting a due process hearing, shall deduct the service fee from the teacher's wages at the request of the Association treasurer, provided the treasurer supplies evidence at the hearing that the teacher was notified of the amount of the fee, the basis of its establishment, and the procedure to contest the appropriateness of the fee.
- D. In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its counsel, provided:
  - a. The Board gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
  - b. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

The Association agrees that in any action so defended, it will indemnify and hold the Board harmless from any liability for damages and cost imposed by a final judgment of a court administrative agency as a direct consequence of the Board's compliance with this Article. The Association pledges and agrees that it will not in any way contest or dispute the validity and enforceability of this provision and that it will intervene in and defend against any legal action from any party seeking to have this provision voided to any extent when requested to do so by the Board.



## ARTICLE 7

### TEACHING HOURS

- A. Teachers shall have a duty day which shall not exceed seven (7) hours and fifty-three (53) minutes. The student day will not begin until at least fifteen minutes after the teachers' day. Teachers will be accessible to students requiring assistance during this period.
- B. Secondary teachers shall be entitled to a thirty (30) minute uninterrupted lunch period. Elementary teachers shall be entitled to a forty (40) minute uninterrupted lunch period subject to assignment to duty on an emergency basis by the building principal. Elementary teachers shall use five (5) minutes of the lunch as preparation and conference time. Any teachers desiring to leave the school premises during the lunch period shall first sign out on a list posted for that purpose by the building principal or his/her designee on the bulletin board in the building principal's office, provided, however, that not more than ten (10) teachers may leave their respective assigned buildings during any lunch period without first receiving permission of the building principal or his/her designee.
- C. Prep Time: Elementary teachers will be provided with at least five (5) fifteen-minute prep periods per week subject to emergency situations in addition to the 30 minutes prep/day while students are at specials.
- D. The normal daily teaching load in the secondary school shall not exceed six (6) teaching periods and one (1) daily unassigned preparation period, within the student day. Class periods in the high school shall be of equal length. Additional time beyond 50 minutes from a longer conference period may be assigned duty by the building administrator. This duty may include student tutoring, support in the Alternative Enlightenment Room, professional mentoring, teaming, team teaching, library supervision, working with voluntary programs, or any other assignment of a professional nature which may be mutually agreed upon by the teacher and administrator. All staff members sharing a common time frame may rotate assignments based upon mutual agreement of those affected.
- E. Attendance at staff meeting shall be required unless said attendance is excused by the building principal. Staff meetings may be held on one day of each week for the first three (3) weeks of the month for a period of forty-five (45) minutes each. In a month with five weeks, one of the three meetings may be moved to the fifth week with a weeks' notice. The day of the week for the staff meetings during the school year will be designated at the beginning of the school year by consensus of the staff of the building.

## ARTICLE 8

### TEACHING ASSIGNMENT

(See board policy Teacher Placement in reference section.)

- A. The following provisions shall apply to all situations requiring teaching (substituting) during a teacher's preparation period.
1. Secondary teachers may, when circumstances and the best judgment of the building administrator warrant, be asked to teach (substitute) during a preparation period. In all such instances, the administrator shall request volunteers to be assigned on a rotational basis according to the academic area needed. If there are not volunteers, the administrator may assign available teachers on a rotational basis, according to the academic area needed to teach (substitute) during their preparation period.
  2. A teacher teaching (substituting) during his/her preparation period shall notify the principal whether this substituting is for professional courtesy, as hereinafter defined in B, or for pay.
  3. A secondary teacher who teaches (substitutes) during his/her preparation period shall be compensated in the amount of \$20.00 per preparation period lost due to teaching (substituting) during said preparation period.
  4. Elementary teachers who teach (substitute) during a time when their class is scheduled to receive the services of a teaching specialist, shall be compensated at the rate of \$20.00 per hour for the time lost due to teaching (substituting) during said preparation time.
  5. Elementary teachers who serve as detention monitors through the Elementary School Conduct Code and secondary teachers who serve as Saturday school detention monitors will receive \$20.00 per hour. Individual school policy guidelines will determine the number of staff and frequency of service needed. Such positions shall be voluntarily filled.
- B. The Board and the Association hereby endorse the concept of Professional Courtesy. Professional Courtesy shall be duties performed by a teacher during released, or non-instructional time, for another teacher who is predisposed by circumstances either by or beyond his/her control, or due to emergency situations. In any case Professional Courtesy shall be extended only with the consent of both the teacher extending the courtesy and the building principal. The teacher extending the professional courtesy by substituting for an absent colleague shall not receive compensation for the performance of the service and the teacher receiving the professional courtesy shall not suffer loss of compensation for that time.
- C. Teachers requesting a change in grade level, subject assignment, departmental assignment, extra curricular assignment or building assignment, may file a written request with their principal before the first day of March. Said request shall be kept on file for one (1) year, and must be re-filed each school year to remain active. Teachers will be notified in writing of action taken upon the request.



## ARTICLE 9

### TEACHING CONDITIONS

- A. The Board shall make available in each school classroom building restroom and lavatory facilities exclusively for staff use and at least one (1) room furnished and reserved for use as a lounge.
- B. The Board recognizes that appropriate equipment and materials are necessary to facilitate a sound educational program. Teachers, either individually, or through established committees, shall be given the opportunity to make recommendation and recognizes the right of the Board to make all final decisions in the adoption of such programs and media.
- C. A noontime and recess playground supervisor, other than teaching personnel, shall be provided for the elementary building.
- D. When students are assigned to an elementary classroom, classes at each grade level will be as equal as possible.
- E. In determining class size, the Board shall take into consideration the physical features and size of the classroom. In laboratory and similar classes such as Home Economics and Art, the number of students will be limited to a number that can safely and effectively be handled with the existing equipment.
- F. “Mentor Teacher” shall be assigned to the probationary teacher by the building principal. The “mentor teacher” insofar as possible shall be a tenure teacher in the same building, grade or discipline as the probationary teacher. It shall be the duty of the “mentor teacher” to assist and counsel the probationary teacher in acclimating him/herself to the teaching profession and the school system.
  - 1. In accordance with the Michigan Revised School Code 380.1526, each teacher in his/her first three (3) years in the classroom shall be provided a mentor teacher. In no instance will an administrator serve as a teacher mentor. The mentor shall be selected by the Administration from a list of tenured teachers in the District who have indicated an interest in mentoring, and are evaluated as effective or highly effective. Teachers in the District will not be forced to be mentors. Every effort will be made to match mentor teachers and mentees who work in the same building and who have the same area of certification. Where possible, the mentor teacher and the mentee shall be assigned common preparation time. If there are an insufficient number of mentor teachers, retired teachers or college professors may serve as a mentor teacher provided that he/she shall be paid at the rate listed in Section 2 below.
  - 2. The mentor teacher shall be available to provide professional support, instruction, and guidance. The purpose of the mentoring assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion. It is understood that the mentor-mentee relationship shall be confidential. Neither mentor nor the mentee shall be permitted to participate in the evaluation of the other. The mentor teacher assignment shall be for one (1) school year subject to

review by the mentor teacher and mentee in April of each school year. The assignments may be renewed in succeeding years upon concurrence of the mentor, mentee, and the Administration. The mentor teacher shall be paid four hundred dollars (\$400) per mentee for the first year. If the mentee is placed on a plan of assistance, the payment will remain \$400.00. If the mentee is not on a plan of assistance, payment for the second year shall be \$300.00, \$200.00 for the third year and fourth year.

3. Mentees shall be provided with a minimum of fifteen (15) days of professional development during their first three (3) years of classroom teaching.

## ARTICLE 10

### VACANCIES AND PROMOTIONS

(See board policy Reduction and Recall of Teachers in reference section.)

- A. Whenever new positions or vacancies in the bargaining unit occur in the District, the Board shall publicize same by posting notices in each school building. A copy of said notice shall be sent to the President of the Association.
  1. A vacancy is defined as either a newly created position or a current position in the bargaining unit, which the Board intends to fill, which has become open due to the death, retirement, resignation or other separation of a bargaining unit member.
  2. The Board shall provide seven (7) days for the submission of application, which shall be considered along with those from outside applicants.
  3. If a vacancy occurs during the school year, the Superintendent has the option to either post the position or to temporarily fill the position until the end of that school year. At the conclusion of the school year, the position will be posted.
  4. Summer postings – all staff shall be notified of postings by “Instant Alert” and email.



## ARTICLE 11

### LEAVES

#### A. Paid Leaves

##### 1. Sick Leave days

- a. Full time teachers shall be entitled to seven (7) annual sick leave days. Part time teachers or those employed after the beginning of the school year shall have annual sick leave days pro-rated.
- b. Annual sick leave days shall be taken by a teacher only for the following reasons and subject to the following conditions.
  1. A teacher may use all or any portion of his/her accumulated sick leave for personal illness, disability, or medical treatment which shall include child birth and/or complications of pregnancy.
  2. A teacher may use a total of twenty (20) accumulated sick leave days each school year to help care for a member of the teacher's immediate family (spouse, children, parent of teacher or spouse) or a member of the teacher's immediate household who is ill or disabled.
  3. The Board may after four (4) consecutive days of absence request through the office of the Superintendent of Schools, a physician's statement be provided by the teacher. The Board, at its own expense, may require a physical examination from a doctor of its choice. If the teacher objects to that doctor, the Board will request a list of three appropriate doctors from the local medical society from which the teacher shall select a doctor. Any applicable requirements of the Family Medical Leave Act for documentation of FMLA leave shall supersede this provision with respect thereto.
- c. The appropriate number of days shall be credited to each teacher on the first day of employment.
- d. If a teacher is absent due to injury or illness which is compensable under the Michigan Workers Compensation Act, the teacher may elect (1) to receive only the benefits due under the Act, in which case the absence shall not be charged against accumulated sick days, or (2) to receive in addition to the benefits under said Act, the difference between the teacher's salary and such benefits for a period equal to the teacher's accumulated sick days, in which case the absence shall be charged against accumulated sick days on the basis of one day of sick leave for each day the teacher receives supplemental pay greater than 50% of per diem and one ½ day of sick leave for each day the teacher receives benefits and salary, including supplemental pay, totaling more than what the teacher would have received as salary alone for such school year.

2. Personal Leave Days.

Five (5) annual personal leave days, for other than personal illness, shall be granted but not be taken the day prior to or following a scheduled holiday or vacation period unless on an emergency basis. Annual personal leave days shall not be taken for any scheduled professional development/in-service days unless on an emergency basis approved by the Administration or for personal illness which may require a doctor's verification. Personal leave days for other than personal illness will not be granted on the first and last day of the school year unless on an emergency basis.

3. Accumulated Sick Leave

Unused sick leave days and personal leave days shall accumulate as sick leave at year end to a maximum of one hundred thirty (130) days.

4. Court and Funeral Leave

a. Any teacher who is subpoenaed who must attend court shall suffer no loss of pay but will be paid the difference between witness fees and his/her regular pay. This provision shall not apply if the teacher is subpoenaed or attends court to testify against the Board or school district in a proceeding in which the teacher or Association is the opposite party.

b. The teacher is required to turn in the pay check from court.

c. A teacher will be paid for up to three days absence in case of death in the immediate family, and necessary travel time, up to two days, if the bereavement is more than 300 miles distant from Reading, Michigan. Immediate family means parent, sibling, child, spouse, significant other, grandparent, grandchildren, guardian, or corresponding in-laws. This is in addition to leave day and sick leave time. Proof of attendance may be required by the employer.

5. Teachers shall be informed of a telephone number they may call no later than 7:00 a.m. to report unavailability for work. After said notification the administration shall make a reasonable effort to acquire the services of a substitute provided, however, that in the event a teacher fails to report unavailability for work in a timely fashion as required herein, such teacher shall, unless justification satisfactory to the building administrator is shown for such failure to so report, forfeit the right to a paid leave day, and may further be subject to other appropriate disciplinary action.

6. Leaves of absence without loss of pay or sick leave to the teacher may be granted by the Board for the following reasons:

a. Accompanying students on approved field trips or otherwise acting in normal teaching capacity.

b. Approved visitation at other schools.

- c. Attending approved curriculum related conferences or conventions including regional conferences and committee meetings.

Upon written request, the Board may grant reimbursement for meals, mileage and lodging in connection with such leaves.

## B. Unpaid Leaves

1. Leaves of absence for up to one year without pay shall be granted upon application for the following purposes:
  - a. To recover from personal illness or disability that extends beyond the accumulated sick leave which prevents the execution of routine teaching assignments.
2. Leaves of absence for up to the remainder of the school year without pay shall be granted upon application for the following purposes:
  - a. To care for a dependent child upon exhaustion of annual leave days.
  - b. To adopt a child, commencing upon placement of the child.
3. Leaves of absence for up to one year without pay may be granted upon application for the following purposes:
  - a. An extension of any of the leaves is Section 1 and 2.
  - b. Study, research or special teaching assignment involving probably advantage to school system. Regular salary increment during such period shall be allowed.
  - c. Study related to the teacher's field, that field in which he/she is certified.
  - d. To campaign for public office.
  - e. Other justifiable reasons.
4. Military leaves of absence shall be granted according to law to any teacher who shall be called into active military service of the United States. Teachers on military leave shall be granted the benefit of any increments and sick allowance which would have been credited to them had they remained in active service of the school system.



## 5. Family and Medical Leave

A leave of absence of up to twelve (12) weeks during any twelve (12) month period shall be granted to eligible employees in accordance with the Family and Medical Leave Act (FMLA) for the purposes permitted by the FMLA. Such purposes include:

- a. Because of and to care for the employee's child upon birth or placement for adoption or foster care. Entitlement to leave under these circumstances shall expire at the end of the twelve (12) month period beginning on the date of the birth or placement of the child.
- b. To care for the employee's spouse, child, or parent who has a serious health condition.
- c. Because of an employee's own serious health condition that makes the teacher unable to perform the functions of the employee's position.
- d. Other reasons provided under the act.

To be eligible for a FMLA leave, a teacher must have been employed for at least twelve (12) months, and for at least 1,250 hours during the previous 12 month period, and meet any other eligibility criteria of the FMLA for the particular type of leave. During the period of FMLA leave, the employee's health insurance benefits shall be continued as required by the FMLA, subject to Section 104 c (2) of the FMLA.

Supplementary insurance coverages may be continued by the teacher who prepays the premium cost to the business office of the school district which will then make timely payment of the premium to the insurance company, provided the teacher has made a timely submission of the amount of the premium payment.

Paid leave available to the teacher under the terms of this Agreement and used by the teacher for the same purposes as the FMLA leave available, will be counted as part of the leave time available and used under the FMLA leave. FMLA leave may be taken on an intermittent or reduced schedule when medically necessary according to the provisions of Section 102(b) of the FMLA.

The limitations found under Section 108 of the FMLA pertaining to special rules concerning employees of local educational agencies shall apply. All FMLA leaves shall be subject to and administered in accordance with the FMLA and its implementing regulations.

## 6. Provisions for all unpaid leaves.

- a. Except in unforeseeable circumstances or emergencies, such requests must be submitted at least thirty (30) days prior to the requested leave and shall include starting and ending dates for the leave. The board will acknowledge receipt and acceptance of the request. In cases of emergency,

the board will inform teachers that they will be using Family and Medical leave as soon as qualifying factors are evident. If the date on which the teacher is to return from the leave is in the subsequent school year, the teacher shall inform the Board by May 1<sup>st</sup> of his/her intent to return. Failure to notify the Board of such intent shall be considered a voluntary termination of employment with the District and all future rights to employment within the District.

- b. Upon return from leave, each teacher shall be assigned to a position of like nature, seniority, and pay.

### C. Association Leave

At the beginning of every school year, the Association shall be credited with five (5) days to be used by teachers who are officers or agents of the Association for Association business such as conferences, seminars and workshops. None of such days may be used to participate in a labor dispute. The Association agrees to notify the Superintendent no less than 48 hours in advance of such leave. The Association shall reimburse the District the cost of the substitute and the employee's retirement for all days of Association leave.



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## ARTICLE 12

### TERMINAL LEAVE

A teacher who is retiring, and is eligible to collect benefits from the Michigan Public School Employees Retirement System, shall receive \$35.00 for each cumulative leave day over thirty (30) days, up to a maximum payment of ninety (90) days.

## ARTICLE 13

### SCHOOL CALENDAR

The school calendar for the school year shall have 178 contract days. 170 will be designated student days and 8 as staff days. Early Release is two hours prior to the normal building release time.

A. Definition of days are as follows:

Staff Days: (No students in attendance)

- 2 days prior to the first day of school; one (1) to be used for orientation and/or professional development and one (1) to be used for classroom preparation.
- 1 day in-service during fair week
- 2 other professional development days
- 2 Parent/Teacher conference days (without students)
- 1 day being the last day after the last student day of second semester with check out at noon if ready.

Records Days:

The student release times for records days will be at 11:30 a.m. on a Friday or Monday at the end of the first semester, and the last two (2) days of the second semester.

Teachers will not be required to report for duty on any day the schools are closed due to "Act of God." If it becomes necessary to make up days of instruction to qualify for full State Aid, such days will be scheduled consecutively at the conclusion of the school year. President's Day shall also be designated as a make up day, provided ten (10) working days notice can be provided.

Furthermore, teachers will work all days and/or hours of student instruction and professional development required by law for the District to receive full payment of State School Aid in each school year for the annual salary specified in Appendix A.

B. The school calendar year has been jointly developed by a committee of bargaining unit members selected by the Association and board/administrators selected by the Board and is attached in Appendix C.

A teacher's daily rate of pay shall be determined by dividing the teacher's annual salary by the number of days the teacher is required to work during the school year. Teachers who agree to work days in addition to the contractual number of days shall be compensated at their daily rate for all such days. No additional days shall be worked or compensation paid without the Principal's written authorization.

The Board and Association recognize that the hours of student instruction time are subject to adjustment so that the School District satisfies all requirements of the Revised School Code and the State School Aid Act for full receipt of foundation allowances and other appropriations.

## ARTICLE 14

### TEACHER EVALUATION

(See board policy on Reduction and Recall in reference section.)

- A. The evaluation techniques used by principals shall be carried out under the written policies of the Board of Education.
- B. An evaluation placed in a teacher's file shall be reviewed with the teacher prior to it becoming a part of the permanent record and thereafter on request. Upon request, a teacher may have another REA member present at an evaluation conference. A teacher shall have the right to add written comments and/or objections to any portion of any evaluation made a part of his or her permanent record within ten (10) days of receipt of the evaluation.

## ARTICLE 15

### PROTECTION OF TEACHERS

(See board policy on Teacher Discipline in reference section.)

- A. The Board recognizes its responsibility to give assistance to teachers with respect to the maintenance of control and discipline in the classroom within the confines of Board policies.
- B. The teacher bears the primary responsibility for maintaining proper control and discipline in the classroom and understand that all disciplinary actions and methods involved by them shall be reasonable and just, and in accordance with written Board policy and written administrative regulations.
- C. Any case of assault and /or battery upon or by a teacher while acting in scope of his/her employment shall be promptly reported to the Board. The Board shall, upon request, provide legal counsel to advise the teacher of his or her rights and obligations with respect to any such assault and/or battery and shall provide such legal and other necessary representation and assistance as might be required in connection with any attack on him or her. Legal representation as provided for above arises from and is subject to the Board's liability insurance policy.
- D. Non-administrative complaints directed toward a teacher shall be called to the teacher's attention within ten (10) school days, or completely dismissed as an issue. If the complaint is to become a part of said teacher's personnel file, the teacher shall be notified of such intent in writing and be permitted to add written comments thereto. This provision shall not apply to a complaint of an alleged inappropriate student-teacher relationship that would constitute professional misconduct or a complaint alleging a violation of the law.
- E. The Board and the Association recognize that the ability of pupils to progress and mature academically is a combined result of home, school, and economic and social environment and that teachers alone cannot be held accountable for all aspects of the academic achievement of the pupil in the classroom.
- F. The social worker shall not be disciplined without just cause. Discipline includes; reprimands, suspension and/or discharges, etc. It is further understood that the principles of due process and progressive discipline shall be followed. Progressive discipline shall include verbal reprimand, written reprimand, unpaid or paid suspension and discharge. Any discharge or termination of a teacher shall be governed exclusively by the applicable provisions of the Michigan Teacher Tenure Act, MCL 38.71 *et seq.*, and shall not be subject to the grievance procedure of this Agreement.
- G. A teacher upon request may have another REA member, of the teacher's choice, present at a prearranged conference which is for the purpose of reprimand or discipline.



## ARTICLE 16

### GRIEVANCE PROCEDURE

- A. A grievance is defined as a claim by a teacher, a group of teachers, or the Association that there has been a violation of a provision of this Agreement. The primary purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems arising from this Agreement.
- B. In the event that it is believed that there is a basis for a grievance, it shall be expressed and discussed with the building principal within ten (10) days of the occurrence or discovery thereof. If no mutually agreeable solution has been reached within five (5) days after the discussion, the teacher of the Association may proceed to Step 1 of the formal grievance procedure.
- C. Formal Grievance Procedure

**Step 1:** In order to invoke the formal grievance procedure, the grievant shall complete the grievance form and submit it to the building principal within ten (10) days of the informal meeting with the principal. The principal shall schedule a hearing within five (5) days of receipt of the grievance. The principal shall write his/her disposition of the grievance within five (5) days of the hearing and shall furnish a copy to the grievant and the Association.

**Step 2:** If the grievant is not satisfied with the disposition of the grievance by the principal, or no disposition is received within the time limit, the grievance shall be transmitted to the Superintendent within ten (10) days. The Superintendent shall conduct a hearing of the grievance within ten (10) days of its receipt. The Superintendent shall write his/her disposition of the grievance within five (5) days after the hearing and shall furnish a copy to the grievant and the Association.

**Step 3:** If the grievant is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within the period provided, the grievance shall be transmitted to the Board secretary within ten (10) work days. The Board or its designee, no later than its next regular meeting or ten (10) work days whichever shall be later, shall hold a hearing on the grievance or give such other consideration as it shall deem appropriate.

Disposition of the grievance in writing by the Board shall be made not later than ten (10) work days thereafter. If the grievance has not been satisfactorily settled, the Association shall, within twenty (20) calendar days of receipt of the Board's disposition, submit notification to the Board Secretary of its intent to pursue arbitration. If the parties cannot agree on the selection of the arbitrator within ten (10) days from the notification date that arbitration will be pursued, the arbitrator shall be selected by the American Arbitration Association in accord with its rules which likewise governs the preceding. Neither party shall be permitted to assert in such arbitration proceedings any grounds or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, nor subtract from the terms of the Agreement. Both parties agree to be bound by the award of the arbitrator.



D. Guidelines:

1. A grievance may be initiated directly with the Superintendent when either of the following conditions apply:
  - a. A grievance involves a group of employees or an issue which applies to the unit as a whole.
  - b. The action precipitating the grievance was initiated by management at a level higher than the Principal.

When such grievances are initiated at the Superintendent level, the normal grievance procedure shall be followed as set forth, but with Level 1 of the formal grievance procedure removed.

2. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of both parties. The term days when used in this Article shall mean teacher work days.
3. The fees and expenses of the arbitrator shall be paid by the party adjudicated to be the loser. All other fees shall be borne by the party incurring them.
4. Hearings and meetings at all grievance levels will be established by mutual agreement between the Board and the Association and in no case will there be a loss of pay.
5. The arbitrator shall have no power to:
  - a. Change any practice, policy, or rule of the Board nor to substitute personal judgment for that of the Board as to the reasonableness of any such practice, policy, or action taken by the board. The powers of the arbitrator shall be limited to determining whether the express terms of the Agreement have been violated and to determine the appropriate remedy if a violation occurred.
  - b. Rule upon the termination or nonrenewal of a teacher.
  - c. Rule upon the discharge or demotion of a tenured teacher.
  - d. Rule upon the failure to re-employ any teacher to a position on the extracurricular schedule.
  - e. Rule upon any claim where a teacher has redress in another legal form.
  - f. Any matter which is a prohibited subject of bargaining.
6. Notwithstanding the expiration of the Agreement, any claim or grievance having arisen there under may be processed through the grievance procedure until resolution.

7. All available information necessary to the determination and processing of any grievance shall be furnished upon request to all parties involved in said grievance.

## ARTICLE 17

### PLANS AND PROBLEMS COMMITTEE

Representatives designated by the Board and Association teams will meet when necessary for the purpose of reviewing the administration of the agreement and to resolve any potential problem which may arise, subject to the following:

- A. These meetings are not intended to by-pass the grievance procedure, but will be used in an attempt to resolve potential problems.
- B. Meetings will be held on the last work day of the month at the request of either party by submitting to the other an issue or issues they wish to discuss, by the Friday previous to the meeting date. Other meetings may be scheduled mutually by the parties.
- C. Should the meeting result in a mutually acceptable solution to the problem which would require an amendment to this Agreement, then this amendment shall be reduced to writing and be subject to ratification by the Board and the Association. However, the bargaining committees shall be empowered to effect temporary accommodations to resolve special problems not requiring the alteration of previously ratified Articles.



## ARTICLE 18

### REDUCTION IN PERSONNEL

#### A. Seniority

- a. Seniority shall be defined as the length of continuous service from the last date of hire as a teacher in the District. If more than one employee has the same date of hire, seniority will be determined by the scheduled first day of work; if employees have the same first day of work, it shall be determined by lottery within ten (10) days
- b. Approved leaves shall be credited for up to two (2) years toward seniority.
- c. The Board shall provide the teachers with a current seniority list by October 31<sup>st</sup> each year. Objections to the list shall be filed within thirty (30) working days of the seniority list posting. All teachers shall be sent an email copy of the seniority list. In addition, the REA President and Secretary shall receive a hard copy and one (1) hard copy shall be posted on the Association announcement board at each of the elementary, middle school and high school staff room.

- B. Teachers will be informed that lay-off is possible previous to April 15 and shall have until May 1 in which to add any information to their personnel file regarding certification, majors or minors, endorsements, to declare in writing they do not wish to be assigned in some area in which they are certified and qualified, or to express areas which they will agree to take the course work to be qualified. The teacher shall further notify the Board and Association, in writing, in the event that he petitions the State Board of Education for nullification or limitation of his/her certificate, one or more endorsements thereon, or a grade level certification appearing on the certificate.

The certification and qualifications of a teacher shall be those as on file with the Board at the time of notice of layoff is sent. This certification and qualification of the teacher to be recalled from layoff shall be the certification and qualifications on file with the Board at the time the notification of recall from layoff is sent. It is the teacher's obligation to make sure the Board's records are correct and to notify the Board, in writing, of any inaccuracies or changes.

- C. Should lay-offs be necessary affected teachers shall be notified at least 30 days prior to the effective date of layoff. All notification shall be made in writing.

#### D. Recall Procedure:

All teachers who are to be recalled shall be notified in writing at the current address as reflected by the school personnel file. It shall be the responsibility of each teacher to notify the Board of any changes in address or any change to certification. In the event a teacher decided to accept said recall they must notify the board in writing of their intent within seven (7) days. Failure to notify the Board shall result in a rejection of the offer of recall. The teacher must report to the assignment within fourteen (14) days, unless this limit is extended by the Board.

## ARTICLE 19

### FACULTY INCENTIVE GRANTS

- A. The Board shall establish a fund for the purpose of reimbursing the actual cost of those teachers who successfully apply for, and participate in, a voluntary program which has as its focus the completion of annual school system goals established by the Board.
- B. Grants for individual teachers or groups of teachers shall be awarded by the Board upon the recommendation of a "Grant Review Committee" composed of the elementary and secondary PMT chairs, two Board members, the Superintendent of Schools and the Technology Coordinator. This committee shall meet to determine grant awards.
- C. The total grant program may be funded by the Board in the amount of ten thousand dollars (\$10,000) annually.
- D. The grant program will be administered as follows:
  - 1. No later than October 1 of each year, the Board shall establish a series of school system goals which shall be distributed to all teachers.
  - 2. Each teacher shall have until November 1 of each year to apply.
  - 3. The grant application shall contain a general description of the project including a rationale for its completion and a list of materials or similar resources needed to complete the project and estimated cost. Innovation/creativity is encouraged.
  - 4. The Grant Review Committee shall meet by November 15 to review all grant applications and give tentative approval to all projects.
  - 5. Teacher/Applicants who wish to appeal the ruling of the Grant Review Committee may do so at a meeting of the Board of Education. The decision of the Board of Education regarding the grant shall be final.
  - 6. On or before February 1 of the year a project is approved, the teacher shall meet with the Grant Review Committee to review the progress made in their specific project. At this time the Grant Review Committee will review additional applications if funds are available.
  - 7. On or before May 1, the teacher receiving the grant shall again meet with the Grant Review Committee to discuss the final results of the project.
- E. Each teacher shall be entitled to participate in two (2) grant projects annually.

## ARTICLE 20

### MEDICALLY FRAGILE STUDENTS

A regular classroom teacher shall not be expected to perform routine, scheduled maintenance of a medical appliance or apparatus used by a medically fragile student or sustain his/her bodily function or to render routine scheduled care of maintenance of exceptional bodily functions related to such a student's impaired condition, except in emergency situations. The teacher shall be informed and instructed as to emergency measures which may be necessary on occasion due to such a student's impaired condition. Otherwise, it is the responsibility of the teacher to implement the student's individualized education plan while attending to the educational needs of the student in the teacher's class.



## ARTICLE 21

### INSURANCE/BENEFITS

The Board will pay up to the statutory caps per month for health insurance.

Statutory caps per month

\$458 – single

\$917 – two person

\$1250 – full family

The increase or decrease in the dollar amount of the employee's contribution toward the premium due to a change in the premium cost during that twelve (12) month period will be reflected equally in each payroll deduction for the payrolls remaining in the contract year for each employee.

Should the Association wish to alter the benefit coverage level, it will contact the Superintendent. Such changes would be effective September of each year. Any such change must be agreed to by both the Board and the Association and will have to be ratified by the respective parties prior to any implementation.

#### Fringe Benefits

The Board shall provide to the bargaining unit members either MESSA ABC Plan, MESSA Choices II Pak A or Pak B described below for a full twelve (12) month period each year for the teachers and their eligible dependents as defined by MESSA including sponsored dependents.

Part time members shall receive a pro-rated premium payment based upon percentage of full-time work.

Example: A member working half (1/2) time would receive 50% premium subsidy.

The member contribution to MESSA will be deducted from each payroll in equal amounts throughout the school year.

The Board shall provide a 125 Plan, which permits a member's contribution towards premiums to be paid with pretax dollars.

The Board has adopted a qualified plan document which complies with Section 125 of the Internal Revenue Code. Teachers electing to use the Premium Conversion Account shall do so through a Salary Reduction Agreement and payroll deduction. All costs relating to the implementation and administration of benefits under the program shall be borne by the Board.

Teachers electing health insurance will have: MESSA ABC Plan or MESSA Choices II Pak A.

#### PAK A

Health Insurance

MESSA Choices II

Or

MESSA ABC Plan

ARTICLE 22

DURATION OF AGREEMENT

A. The provision of this Agreement will become effective upon ratification by the Association and the Board and will continue in full force and effect until August 31, 2013 (and shall thereupon automatically terminate unless extended by mutual agreement of the parties.)

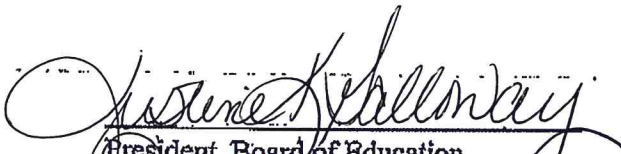
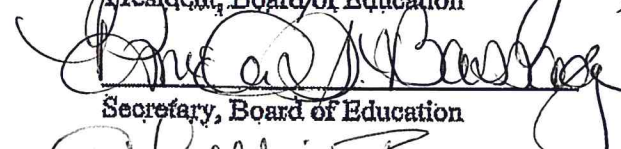
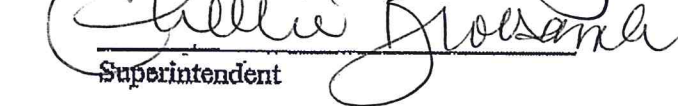
B. Copies of the Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board. In addition, fifteen (15) additional copies will be presented to the Association.

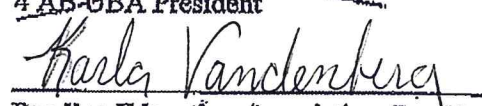
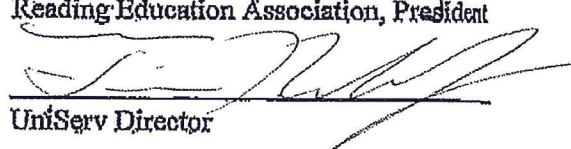
If an emergency financial manager is appointed by the state under PA 4 of 2011, Fiscal Accountability Act, the emergency manager may reject, modify or terminate the collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the public employment relations act (PERA).

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 28 day of November, 2012.

READING COMMUNITY SCHOOLS

READING EDUCATION ASSOCIATION,  
MEA/NEA  
4 AB UNIFIED BARGAINING ASSOCIATION

  
\_\_\_\_\_  
President, Board of Education  
  
\_\_\_\_\_  
Secretary, Board of Education  
  
\_\_\_\_\_  
Superintendent

~~\_\_\_\_\_  
4 AB-UBA President~~  
  
\_\_\_\_\_  
Reading Education Association, President  
  
\_\_\_\_\_  
Uniserv Director



Schedule A  
 REA Salary Schedule  
 2012-2013

<b>Bachelor's Degree:</b> Step	2011-12 Salary	2012-13 Salary - 1% increase for entire Year*	2012-13 Salary for 115 days*	<b>Master's Degree:</b> Step	2011-2012 Salary	2012-13 Salary - 1% increase for entire year*	2012-13 Salary for 115 days*
1	\$33,372	33,706	33,587	1	\$36,148	\$36,509	36,380
1.5	\$33,858	34,197	34,077	1.5	\$36,692	\$37,059	36,929
2	\$34,344	34,687	34,565	2	\$37,237	\$37,609	37,476
2.5	\$34,878	35,227	35,103	2.5	\$37,792	\$38,170	38,036
3	\$35,412	35,766	35,640	3	\$38,349	\$38,732	38,596
3.5	\$36,030	36,390	36,262	3.5	\$38,991	\$39,381	39,243
4	\$36,648	37,014	36,884	4	\$39,632	\$40,028	39,887
4.5	\$37,366	37,740	37,608	4.5	\$40,386	\$40,790	40,646
5	\$38,082	38,463	38,328	5	\$41,139	\$41,550	41,404
5.5	\$38,901	39,290	39,152	5.5	\$42,011	\$42,431	42,281
6	\$39,719	40,116	39,975	6	\$42,883	\$43,312	43,160
6.5	\$40,639	41,045	40,901	6.5	\$43,869	\$44,308	44,152
7	\$41,558	41,974	41,826	7	\$44,855	\$45,304	45,145
7.5	\$42,576	43,002	42,851	7.5	\$45,956	\$46,416	46,253
8	\$43,595	44,031	43,876	8	\$47,060	\$47,531	47,364
8.5	\$44,712	45,159	45,001	8.5	\$48,227	\$48,709	48,539
9	\$45,830	46,288	46,126	9	\$49,396	\$49,890	49,715
9.5	\$47,048	47,518	47,352	9.5	\$50,631	\$51,137	50,958
10	\$48,267	48,750	48,579	10	\$51,866	\$52,385	52,201
10.5	\$49,476	49,971	49,796	10.5	\$53,169	\$53,701	53,512
11	\$50,684	51,191	51,011	11	\$54,471	\$55,016	54,823
11.5	\$51,953	52,473	52,289	11.5	\$55,833	\$56,391	56,193
12	\$53,219	53,751	53,562	12	\$57,194	\$57,766	57,563
12.5	\$54,549	55,094	54,901	12.5	\$58,624	\$59,210	59,002
13	\$55,880	56,439	56,241	13	\$60,054	\$60,655	60,442
13.5	\$56,789	57,357	57,156	13.5	\$60,655	\$61,262	61,047
L-15	\$56,998	57,568	57,366	L-15	\$61,256	\$61,869	61,652
L-20	\$57,417	57,991	57,787	L-20	\$61,706	\$62,323	62,104

\*Contract signed on 11/28/2012 at evening Board Meeting. Therefore, due to state law, raise is effective 11/29/2012.



**SCHEDULE B  
READING COMMUNITY SCHOOLS  
EXTRA SERVICE**

12th Grade Advisor	5%	Cheerleaders:	
11 <sup>th</sup> Grade Advisor	4%	Varsity & Reserve	8%
10 <sup>th</sup> Grade Advisor	2%	Football:	
9 <sup>th</sup> Grade Advisor	2%	Head Varsity	12%
8 <sup>th</sup> Grade Advisor	1%	Assistant Varsity	8% (2)
7 <sup>th</sup> Grade Advisor	1%	Head Reserve	8%
*Annual	3%	Assistant Reserve	8% (2)
*School Paper	3%		
		Basketball:	
		Varsity	12%
		Reserve	8%
Quiz Bowl High School	1% (2)	Track:	
Quiz Bowl Elementary	1% (2)	Varsity	9.5%
National Honor Society	3%	Asst. Varsity	6%
SADD	1%	Cross Country	9%
Mentor Teachers	See article V	Baseball – Softball:	9.5%
Fair Booth Committee	1% (2)	Volleyball:	
Curriculum Committee (El)	1% (1)	Varsity	11%
PTO Christmas Program	1% (2)	Reserve	7%
Art Club	3%	Reserve/JV Baseball	6%
Varsity Club	4%	Reserve/JV Softball	6%
Drama (per production)	3%	Wrestling	11%
		Junior High Sports	4.5%
Band Director:			
Senior High	8%		
Junior High	4%		
*SAE	3%		
Core Content Committee Chair(s)		\$325.00	
Project Management Team Chair(s)		\$325.00	

\*Note: not paid if most of the work for the activity is done in a normal work assignment.

Percentages on the Schedule B shall be applied to the Bachelor's salary step corresponding to the individual's number of years of experience in that activity in Reading Community Schools to a maximum of the 10<sup>th</sup> step. All new people to the activity will begin at step 1. If the activity remunerates at a dollar figure, there is to be no step consideration.

In the event any of the foregoing positions are not filled within the bargaining unit prior to the commencement of the school year, persons outside the bargaining unit may be hired by the Board to fill such positions, provided that:

- A. If such positions are filled for an amount less than above-scheduled, the compensation so paid shall in no way be deemed to establish the value for such services in subsequent negotiating years.
- B. That such unfilled positions shall not be offered outside the bargaining unit at any rate of pay higher than above provided unless first offered at said higher rate to the members of the bargaining unit.

# READING SCHOOLS | 2012-2013 CALENDAR

28, 29, 30 STAFF DAYS  
28 OPEN HOUSE HS  
29 OPEN HOUSE ES

AUGUST 2012						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

3 STAFF DAYS

FEBRUARY 2013						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

14 P/T CONFERENCES  
15 STAFF INSERVICE  
18 PRESIDENT'S DAY/  
NO SCHOOL

17 STUDENT DAYS  
2 STAFF DAYS

3 LABOR DAY  
24 INSERVICE DAY

SEPTEMBER 2012						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

18 STUDENT DAYS  
1 STAFF DAY

MARCH 2013						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

5,6,7 HS TESTING  
7 CELEBRATION OF LEARNING  
29 GOOD FRIDAY  
SPRING BREAK BEGINS  
28 FOR EARLY RELEASE

20 STUDENT DAYS

9-26 MEAP DAYS

OCTOBER 2012						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

23 STUDENT DAYS

APRIL 2013						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

1-5 SPRING BREAK

17 STUDENT DAYS

8 P/T CONFERENCE DAY  
21 EARLY RELEASE DAY  
22 & 23 THANKSGIVING BREAK

NOVEMBER 2012						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

19 STUDENT DAYS  
1 STAFF DAY

MAY 2013						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

17 6<sup>TH</sup> AND K GRAD.  
26 GRADUATION  
27 MEMORIAL DAY  
30, 31 STUDENT HALF DAYS  
31 STUDENTS LAST DAY

22 STUDENT DAYS

24 DECEMBER-7 JANUARY  
WINTER BREAK

DECEMBER 2012						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

15 STUDENT DAYS

JUNE 2013						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

3 BREAKFAST/LAST STAFF DAY

1 STAFF DAY  
HALF DAY RECORDS DAY

7 RETURN TO SCHOOL  
21 MLK DAY  
½ STUDENT DAY  
½ RECORDS DAY

JANUARY 2013						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

19 STUDENT DAYS  
½ STAFF DAY

JULY 2013						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

4 Independence Day



## ATTACHMENT 1

The Board agrees to pay all teachers, guidance counselors, librarians and social workers a one time, off schedule payment of \$421.04 on January 15, 2013. This amount will be included in each employee's regular paycheck.

## REFERENCE SECTION

For information only. Not subject to negotiations.

All board policies can be found at: [www.neola.com/reading-mi/](http://www.neola.com/reading-mi/)

## Reading Community School District Bylaws & Policies

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### 3131 - REDUCTION AND RECALL OF TEACHERS

In making program and staffing decisions, the Board of Education shall determine the size of the teaching staff in response to curricular, fiscal, and other operating conditions and retains the exclusive right to do so. To the extent that such determinations involve the requirements of Section 1248 of the Revised School Code, MCL 380.1248, this policy shall guide the implementation of that statute.

This policy applies to "teachers", which term refers to those employees of the District whose employment is regulated by the Teachers' Tenure Act, MCL 38.71 *et seq.* For purposes of this policy, the term "teacher" shall be defined co-extensively with Article I, Section 1 of the Teachers' Tenure Act, MCL 38.71.

Decisions involving the reduction and recall of teachers shall be guided by the following standards and procedures:

- A. These decisions will be initially premised on retaining effective teachers who are certified (or otherwise approved or authorized) and qualified to instruct the courses within the established curriculum, grades, and departments.
  1. All teachers must be properly certified (or otherwise approved or authorized) for all aspects of their assignment. The certification (or authorization/approval status, as applicable) of a teacher shall be determined by the Revised School Code, the Teacher Certification Code, the Michigan Department of Education's Rules for Special Education Programs and Services, and other applicable statutes and regulatory authority.
  2. All teachers must also be qualified for all aspects of their assignment. Teacher qualifications shall be determined by the Board through reference to the following standards:
    - a. Compliance with applicable state or federal regulatory standards, including, but not limited to, those standards established as a condition to receipt of foundation, grant, or categorical funding;
    - b. Compliance with applicable accreditation requirements;
    - c. Assessment of the extent to which a teacher's professional training and academic preparation are relevant to an instructional assignment and are predictive of the teacher's effectiveness in that assignment;
    - d. Assessment of the extent to which a teacher's prior teaching experience is relevant to an instructional assignment and is predictive of the teacher's effectiveness in that assignment; and



- e. Possession or satisfaction of any qualification requirement (s) contained in a job posting, job description, or administrative regulation pertaining to the position in question which was promulgated in advance of the reduction or recall.
  - 3. A teacher shall maintain current and valid certification (or approval or authorization, as applicable), and shall be responsible for filing a copy of his/her teaching certificate (or approval or authorization, as applicable) in the Superintendent's office in conformance with requirements of Section 1532 of the Revised School Code. If a teacher petitions for nullification of his/her teaching certificate or any endorsement on that certificate, he/she shall promptly provide written notice of that petition to the Superintendent's office. A teacher shall supply current documentation to the District of all of the teacher's qualifications (as defined above).
  - 4. Reduction and recall decisions shall be made on the basis of the certification and qualifications of a teacher, as reflected in the District's records, at the time that such decisions are made.
- B. The Superintendent shall be responsible, acting within budgetary approval, for establishing the number and type of teaching assignments to implement the approved curriculum. If the Superintendent determines that insufficient funds have been budgeted to support delivery of the curriculum through the existing complement of faculty, he/she shall recommend to the Board the number of teaching positions to be reduced and the grades or departments within which the recommended reductions are to be effectuated.
- Similarly, if after a reduction of teaching staff, the Superintendent determines that the District's curriculum cannot be delivered through the existing complement of faculty and that sufficient funds are budgeted to support the augmentation of faculty through recall of teachers, he/she shall recommend to the Board the number of teaching positions to be added and to identify the affected grades or departments.
- C. All teacher reductions and recalls are subject to formal action and approval by the Board of Education.
  - D. When a teaching position has been identified for reduction and there exists a concurrently vacant teaching assignment for which the incumbent teacher in the position to be reduced is both certified and qualified, and if that teacher has received an overall rating of at least "effective" on his/her most recent year-end performance evaluation, that teacher shall be assigned to the vacant position unless the Superintendent determines that the educational interests of the District would not be furthered by that assignment.
  - E. If one or more teaching positions are to be reduced, the Superintendent shall first identify the academic level(s) or department(s) impacted by the reduction. Among those teachers who are certified (or approved or authorized) and qualified to instruct the remaining curriculum within the impacted academic levels or departments, selection of a teacher for layoff shall be based upon the teacher's effectiveness score. Those teachers within the above group with the highest effectiveness scores will be retained and the teachers with the lowest effectiveness scores will be

laid off.

1. The Superintendent shall provide written notice of layoff to affected teachers.
2. It is the laid-off teacher's responsibility to maintain current contact information (address, phone and e-mail address) in the Superintendent's office.

F. In the event of a recall of teachers, the Superintendent shall first identify the grades or departments where additional position(s) will be created. The Superintendent may reassign on-staff teachers to the additional position(s) in accordance with District Policy 3130 - Teacher Placement. Recall of teacher(s) to assignments that remain unfilled shall be accomplished by first recalling the teacher with the highest effectiveness rating who is certified and qualified for the open assignment.

1. The Superintendent shall provide written notice of recall to teachers and shall establish the time within which the teacher must accept recall in order to preserve the teacher's employment rights.
2. A teacher who is recalled and fails to accept recall by the time designated in the recall notice and report for work by the deadline specified in the recall notice, shall be regarded as having forfeited all rights to recall and continued employment unless the Superintendent, in his/her discretion, has extended those time limitations, in writing.

G. This policy shall not operate or be applied to retain or recall a teacher whose most recent performance evaluation contains an overall rating of "ineffective" in preference to any teacher with a higher effectiveness rating, as reflected in that teacher's most recent performance evaluation.

This policy shall not operate or be applied to retain or recall a probationary teacher who has received a rating of either minimally effective or ineffective on his/her most recent annual year-end performance evaluation in preference to any tenured teacher who is rated either effective or highly effective on his/her most recent annual year-end performance evaluation.

A probationary teacher who is rated as effective or highly effective on his/her most recent annual year-end performance evaluation is not subject to being displaced under this policy by a tenured teacher solely because the other teacher has attained tenure under the Teachers' Tenure Act, MCL 38.71 et seq.

H. A teacher's length of service with this District or the teacher's attainment of tenure under the Teachers' Tenure Act shall not be the primary or determining factors in layoff and recall decisions, except if the decision involves two or more teachers and all have the same effectiveness ratings, as described above.

In that circumstance, a tenured teacher has priority over a probationary teacher and, among tenured teachers, the teacher's seniority (as



established by the most recent seniority list for the bargaining unit to which the tenured teachers belong) will determine preference for reduction and recall.

- I. A teacher's effectiveness rating shall be determined according to the following standards:
  1. Individual performance shall be the majority factor in determining a teacher's effectiveness rating (51%)\*. The teacher's individual performance shall be determined through the performance evaluation system used to implement the requirements of Section 1249 of the Revised School Code.
 

\*Note: The assignment of the value of 51% for individual performance is a minimum value. If the District assigns a higher percentage rating to individual performance, the remaining percentage factors in this policy will require commensurate adjustment.
  2. In arriving at the value of a teacher's effectiveness rating on the criterion of individual performance, the predominant factor (26%)\* shall be based on evidence of student growth. The percentage weight assigned to student growth within the performance evaluation shall comport with those percentages expressed in Section 1249 of the Revised School Code.
 

\*See Note in Section I1.
  3. The remainder (25%)\* of the teacher's effectiveness rating on the criterion of individual performance shall be based on the evaluation results of demonstrated pedagogical skills, including, but not limited to, determination of the following:
 

\*See Note in Section I1.

    - a. The teacher's knowledge of the subject matter pertinent to the area of his/her assignment;
    - b. The teacher's ability to impart that knowledge to students as demonstrated through planning, delivery of rigorous content, checking for and building higher level understanding of the subject matter instructed, and differentiating instruction;
    - c. The teacher's ability to manage the classroom as well as the teacher's manner and efficacy of disciplining pupils;
    - d. The teacher's ability to maximize effective use of instructional time through consistent and proficient preparation;
    - e. The quality of the teacher's relationships with students,



- parents/guardians and other teachers;
- f. The teacher's ability to perform essential job functions;
  - g. The teacher's attendance record, exclusive of any absences taken under the Family and Medical Leave Act or as a reasonable accommodation pursuant to applicable state or federal law; and
  - h. The teacher's disciplinary record, if any.
4. In applying the above standards, a teacher's evaluation shall be his/her most recent year-end evaluation, except for teacher on an Individualized Development Plan. In that case, the evaluation used for application of the above standard shall be the District's most recent evaluation of the teacher at the time that a reduction or recall decision is made.
5. An additional factor (24%)\* in determining teacher effectiveness shall be the extent to which the teacher has made clear, significant, and relevant accomplishments and contributions and has demonstrated a record of exceptional performance in that context. Those contributions and accomplishments must exceed the normal expectations for an individual in the teacher's professional peer group.

\*See Note in Section 11.

- a. The Superintendent shall annually develop and publish a list of activities that will be regarded by the District as indicators of teacher effectiveness because those activities reflect accomplishments and contributions exceeding normal expectations for a teacher's professional peer group.
  - b. The Superintendent shall designate values for the identified accomplishments and contributions, as defined above, that will be used in the calculation of the teacher's effectiveness score.
  - c. The Superintendent shall develop and maintain a system for the recording and verification of those activities of teachers that qualify as accomplishments and contributions to be used in the calculation of a teacher's effectiveness score.
  - d. The teacher's effectiveness score on this factor shall be computed on an annual basis and shall not be accumulative from one school year to any succeeding school year.
6. The final factor in determining teacher effectiveness (25%)\* is the extent to which the teacher has engaged in relevant special

training pertinent to the teacher's instructional assignment and the extent to which the teacher has integrated that training into instruction in a meaningful way.

\*See Note in Section I1.

- a. Qualifying training excludes any training or professional development under Sections 1526, 1526a or 1527 of the Revised School Code.
- b. Qualifying training or professional development excludes any training or professional development designated on the school calendar or otherwise designated on a regularly-scheduled teacher work day during teacher work hours.
- c. Qualifying training or professional development must satisfy all of the following standards:
  - 1) The training or professional development takes place outside of the teacher work day during the school year or outside the teacher work year.
  - 2) The training or professional development has direct relevance to the teacher's assignment or to another area within the endorsements appearing on the teacher's Michigan teaching certificate (or authorization/approval, as applicable) and has received the prior approval of the Superintendent (or designee).
  - 3) The teacher is able to demonstrate that the training or professional development is integrated into the instruction delivered by the teacher in a meaningful way.
- d. The Superintendent shall develop and maintain a system for the recording and verification of qualifying professional development and training to be used in the calculation of a teacher's effectiveness rating.
- e. The Superintendent shall designate the values associated with qualifying professional development and training that will be used in the calculation of a teacher's effectiveness rating.

Legal Reference: MCL 38.71, et seq.; MCL 380.11a (K-12); MCL 380.601a (ISD); MCL 380.1248; MCL 380.1532; MCL 423.215

Adopted 12/21/11  
Revised 3/28/12



## Reading Community School District Bylaws & Policies

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### 3139 - TEACHER DISCIPLINE

The Board of Education believes that maintaining appropriate procedures and standards for addressing teacher misconduct and other inappropriate behavior is a critical ingredient in furthering an effective educational environment and in providing quality educational services necessary for the attainment of successful educational outcomes for students. This policy is intended to provide standards and procedures by which administrative personnel shall make determinations as to whether teacher discipline is warranted and, if so, in arriving at an appropriate disciplinary response.

Although discipline is corrective, other significant purposes of discipline are to promote accountability of teachers to maintain proper conduct, to provide notice to teachers of behavioral expectations, and to inform teachers of the consequences of any future disciplinary infractions, offenses or other misconduct.

For purposes of this policy, the term "teacher" shall refer to those employees of the school district whose employment is regulated by the Teachers' Tenure Act, MCL 38.71 et seq.

Discharge, demotion, or other discipline of teachers under this policy shall be made only for a reason(s) that is not arbitrary or capricious. This standard signifies that a disciplinary decision must be supported by results of a disciplinary investigation and that any resulting disciplinary action must have a rational relationship to the teacher's conduct which forms the basis for a disciplinary decision.

Before imposing any disciplinary measure under this policy, the administrator shall investigate whether a teacher has engaged in an offense, infraction, or other misconduct which could result in a disciplinary consequence. An administrator shall investigate the alleged violation before imposing a disciplinary measure upon the teacher. The investigation should include discussions with any witnesses to the event(s) upon which possible teacher discipline is premised, including witnesses or other sources suggested by the teacher being investigated. The teacher who is the subject of the disciplinary allegation shall be provided with an opportunity to respond to those allegations as part of the investigation process.

The following procedures shall be used for disciplinary actions taken against teachers, up to and including a recommendation for discharge:

- A. Oral or written notice will be given by the administration to the teacher of the incident, complaint, or charge that forms the basis for the investigation and potential disciplinary action.
- B. If the complaint alleges child abuse or neglect, the matter shall be reported to Child Protective Services consistent with Policy 8462 and Policy 3213.
- C. The teacher will be given written notice of the time, date, and location of a meeting to provide the teacher with an opportunity to respond to the disciplinary incident, complaint, or charge. This opportunity to respond shall include the right of the teacher to dispute the factual basis of the incident, complaint, or charge, as well as the nature of any contemplated disciplinary action in the event that the disciplinary incident, complaint, or charge is factually substantiated.
- D. A teacher represented by an exclusive bargaining agent under the Public Employment Relations Act shall, upon request, be entitled to union representation at any investigative meeting which the teacher reasonably believes could ultimately result in disciplinary action. Alternatively, a teacher shall, upon his/her request, be entitled to have another member of their bargaining unit accompany him/her to any investigative meeting which the teacher under investigation is required to attend when that teacher reasonably believes that the investigation may ultimately result in his/her discipline. The obtaining of a representative shall not unreasonably delay an investigative meeting.
- E. The Superintendent (or designee) is authorized to place a teacher on administrative leave, with pay, pending the completion of a disciplinary investigation of the alleged or suspected offense, infraction, or misconduct. This authority can be exercised in those circumstances when, in the judgment of the Superintendent (or designee), the nature of the charges, the behavior or record of the teacher, or other circumstances make it inadvisable for the teacher to remain at work while the investigation is ongoing. Placement on administrative



leave under this provision is not regarded, in itself, a disciplinary measure or penalty.

- F. If criminal charges are filed against a teacher before or during the pendency of a disciplinary investigation, a probationary teacher may be placed on unpaid leave during the pendency of the investigation after notice and an opportunity to be heard. Under these circumstances, a tenured teacher's salary shall not be discontinued other than through observance of the pertinent standards and procedures specified in the Teachers' Tenure Act. The District need not delay the institution of tenure charges or other disciplinary action against a teacher during the pendency of any criminal charges against the teacher.
- G. If an investigation of teacher conduct supports a determination that the teacher has engaged in an offense, infraction, misconduct, or other behavior warranting disciplinary action, the administrative decision as to the level of discipline shall be guided by the following standards:
  - 1. The seriousness of the offense, infraction, or misconduct;
  - 2. The teacher's prior disciplinary and employment record;
  - 3. How teachers engaging in similar or like offenses, infractions, or misconduct have been disciplined in past comparable circumstances involving similarly situated teachers; and
  - 4. The existence of aggravating or mitigating factors.
- H. Disciplinary measures include but are not limited to: oral warning (memorialized in writing), written warning, written reprimand, paid or unpaid suspension, and discharge. Nothing in this policy or the identification of these levels of discipline requires that the above disciplinary measures be applied progressively or sequentially. The Board reserves the right to apply the disciplinary sanction it determines to be appropriate to a set of circumstances.
- I. When disciplinary action is taken against a teacher it shall be confirmed in writing. The document confirming the discipline will be provided to the teacher and placed in the teacher's personnel file.
- J. The Superintendent (or designee) is delegated the authority under this policy to impose all teacher discipline with the exception of:
  - 1. The discharge of either a probationary or tenured teacher;
  - 2. The non-renewal of a probationary teacher;
  - 3. The demotion of a tenured teacher, as defined in the Teachers' Tenure Act;
  - 4. The discharge or demotion of an administrator; and
  - 5. The non-renewal of an administrator.

Each of the above disciplinary actions may only be imposed by this Board of Education upon written recommendation of the Superintendent and upon adherence to any applicable procedures set forth in the Teachers' Tenure Act.

Legal Reference: MCL 380.11a (K-12), MCL 380.601a (ISD), MCL 423.215  
MCL 38.71, et seq.

Adopted 3/21/94  
Revised 5/17/99  
Revised 3/28/12

DISTRICT POLICY  
TEACHER PLACEMENT

The Board of Education considers the appropriate placement of effective teachers as an essential ingredient in promoting student academic growth, in attaining successful educational outcomes for students and in providing quality educational services.

For purposes of this policy, the term "teacher" shall refer to those employees of the District whose employment is regulated by the Teachers' Tenure Act, MCL 38.71 *et seq.* The term "placement" shall include decisions involving the assignment and transfer of teachers as well as decisions involving the filling of vacant teaching positions with on-staff teachers. Those placement decisions are delegated to the Superintendent.

Placement does not include staffing decisions made in the context of recall of a teacher from layoff, which decision is governed by District Policy 3131. Placement also excludes decisions to initially hire or to dismiss or non-renew a teacher, which determinations are reserved to the Board of Education and are not delegated under this Policy.

Teacher placement decisions shall be guided by the following standards:

1. These decisions will be premised on staffing the established curriculum with the most effective teachers who are certified and qualified to instruct the courses within the established curriculum, grades and departments.
2. All teachers must be properly certified (or otherwise approved or authorized) for all aspects of their assignment. The certification (or authorization/approval status, as applicable) of a teacher shall be determined by provisions of the Revised School Code, the Teacher Certification Code, the Michigan Department of Education's Rules for Special Education Programs and Services, and other applicable statutes and regulatory authority.
3. Teacher placement decisions shall also be made on the basis of a teacher's qualifications, which shall be determined by the following standards:
  - a. Compliance with applicable state or federal regulatory standards, including, but not limited to, those standards established as a condition to receipt of foundation, grant, or categorical funding.
  - b. Compliance with applicable accreditation requirements.

- c. Assessment of the extent of a teacher's professional training and academic preparation are relevant to an instructional assignment and are predictive of the teacher's effectiveness in that assignment.
  - d. Assessment of the extent to which a teacher's prior teaching experience is relevant to an instructional assignment and is predictive of the teacher's effectiveness in that assignment.
4. In addition to certification and qualifications, teacher placement decisions shall be made on the basis of teacher effectiveness, as determined through the teacher effectiveness criteria established in Section 1248 of the Revised School Code and as articulated in District Policy 313 / Reduction and Recall of Teachers.

Legal Reference: MCL 380.11a (K-12), MCL 380.601a (ISD), MCL 380.1233, MCL 423.215, MCL 388.1763, MCL 38.71 *et seq.*

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ARTICLE 22

DURATION OF AGREEMENT

- A. The provision of this Agreement will become effective upon ratification by the Association and the Board and will continue in full force and effect until August 31, 2013 (and shall thereupon automatically terminate unless extended by mutual agreement of the parties.)
- B. Copies of the Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board. In addition, fifteen (15) additional copies will be presented to the Association.

If an emergency financial manager is appointed by the state under PA 4 of 2011, Fiscal Accountability Act, the emergency manager may reject, modify or terminate the collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the public employment relations act (PERA).

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this \_\_\_\_ day of \_\_\_\_\_,2012.

READING COMMUNITY SCHOOLS

READING EDUCATION ASSOCIATION,  
MEA/NEA  
4 AB UNIFIED BARGAINING ASSOCIATION

\_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
4 AB UBA President

\_\_\_\_\_  
Secretary, Board of Education

\_\_\_\_\_  
Reading Education Association, President

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
UniServ Director