

MASTER TEACHER CONTRACT

July 1, 2011
through
June 30, 2012

BETWEEN

THE REED CITY EDUCATION ASSOCIATION

AND

THE BOARD OF EDUCATION
REED CITY AREA PUBLIC SCHOOLS
REED CITY, MICHIGAN



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PROFESSIONAL NEGOTIATIONS POLICY

THIS AGREEMENT, entered into this **8th** day of **September, 2011**, by and between the Board of Education of the Reed City Area Public Schools, Reed City, Michigan, hereinafter called the "Board" and the Reed City Education Association/Michigan Education Association, hereinafter called the "Association."

ARTICLE 1
TEACHER RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions or employment by reason of his/her membership in the Association, his/her participation in any lawful activities of the Association or negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.
- B. The Association and its members shall have the right to use the school building facilities after regular school hours for official business of the Association providing said use has first been cleared with the administration per the district's building use policy. Bulletin boards and teachers' mailboxes may be used for communications providing all such material is signed by the person(s) from whom it originates. Public address systems may not be used. The district's internal mail distribution system may not be used.
- C. The Board and the Association agree to furnish each other any information required by law.
- D. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the law.
- E. No tenured teacher shall be reprimanded, disciplined, discharged, reduced in rank or compensation or non-renewed contract without just cause.
- F. The Board shall make available in each school adequate lunch room, restroom and lavatory facilities for teacher use. Any substantial changes or improvement in the elementary, middle school or high school buildings shall incorporate provisions for private, locked restrooms for staff only.
- G. No general education teacher or special education teacher (with exceptions for some special education programs) will be required to diaper change or change the clothing of a child who has relieved (gone to the bathroom) him/herself in his/her clothing.

**ARTICLE 2
MANAGEMENT RIGHTS**

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by laws and the Constitution of the State of Michigan and/or the United States, including, but without limiting the generality of the foregoing, the right:
1. To hire all employees; to verify their certification and qualifications; to determine the conditions of continued employment; to promote; to transfer; to demote and to dismiss, subject to the restrictions of the Teacher Tenure Act.
 2. To the executive management and administrative control of the school system and its property and facilities and the activities of its 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 decide, after consultation and review with teachers involved, 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; hours of instruction; duties, responsibilities and assignments (including administrative and non-teaching activities); and the terms and conditions of employment not otherwise expressly provided for by this agreement
- 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. Nothing contained therein shall be construed to deny or restrict the Board of exercising any rights it may have under the Michigan General School Laws.

ARTICLE 3
AGENCY SHOP

- A. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, (1) join the Association, or (2) pay a service fee to the Association pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the administrative procedures adopted pursuant to that policy. The service fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such service fee or dues directly to the Association, or authorize payment through payroll deduction, the employee shall, pursuant to MCLA 408.477, MSA 17.277(7) and at the request of the Association, deduct the service fee or dues from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit members. Monies so deducted shall be remitted to the Association Treasurer no later than twenty (20) days following deduction.
1. The procedure in all cases of non-payment of the dues or service fee shall be as follows:
 - a. The Association shall notify the bargaining unit member of noncompliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
 - b. If the bargaining unit member fails to remit the dues or service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to paragraph "a" above.
 - c. Payroll deductions made pursuant to the procedure outlined above shall be made in equal amounts as nearly as may be from the paychecks of the bargaining unit member so affected.
 - d. In the event of the entry of a court order or arbitration award, the district shall have the right to immediately suspend involuntary wage deductions under this Article and shall promptly give notice of any such decision to the Association.
- B. Pursuant to Chicago Teachers Union v. Hudson, 106 S Ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures". That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Association bargaining unit members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute claim or complaint by any objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this agreement or any administrative or judicial procedure.

- C. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.
- D. The Association will notify the district at least fifteen (15) days prior to the date of the first payroll deduction for either Association dues, fees and/or assessments, or service fees, the amount of said Association dues, fee assessments or service fees to be deducted by the district.
- E. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the district an assignment authorizing deduction of dues, assessments and contributions in the Association as established by the Association. Such authorization shall be annually renewed by each member. Pursuant to such authorization, the district shall deduct one-tenth of such dues, assessments and fees from the regular salary check of the bargaining unit member each pay period for ten (10) consecutive pays, beginning with the second pay in September.
- F. In the event of any legal action against the district 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 own counsel, provided:
 - 1. The district and its agents give timely notice of such action to the Association and permit the Association intervention as part of if so desired.
 - 2. The district and its agents give full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available to both trial and appellate levels.
 - 3. The Association shall have complete authority to compromise and settle all claims that it defends under this section.

The Association agrees that in any action so defended, it will indemnify and hold harmless the district, the Board of Education, the individual members of the Board of Education and individual administrators from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the district's compliance with this Article.

Should the indemnification provisions set forth above be declared unenforceable or void by a court of competent jurisdiction, the mandatory payroll deduction provisions of this Article, as set forth above, shall immediately be considered inoperative and severed from this agreement.

- G. Upon appropriate written authorization from the bargaining unit member, the district shall deduct from the salary of any such bargaining unit member and make appropriate remittance for annuities and/or Association dues, fees and/or assessments.

ARTICLE 4
TEACHING SCHEDULE

A. Length of School Year.

1. The length of the school year is specified by the calendar attached to this agreement as Schedule E, including specified conference days, record days and holidays. The district will, at all times, maintain the minimum number of hours and days of pupil instruction required by the State to maintain the maximum amount of State aid.
2. If this number is beyond the number contemplated by the parties at the time of preparing the school calendars mentioned above, the parties shall meet to discuss a schedule that complies with the State-required minimum instructional hours.
3. Scheduled days of student instruction that are not held because of conditions not within the control of school authorities, such as inclement weather, fires, epidemics, mechanical breakdowns or health conditions (as defined by city, county or state health authorities) will be rescheduled to insure that there are **the minimum number of student instructional days required per state law**. Employees will receive their regular pay for days that are cancelled but shall work on the rescheduled days with no compensation.
4. The parties agree that this contract provision has been negotiated with the intention of complying with provisions of the State Aid Act and to assure that the district will incur no loss of state aid. Further, the parties recognize the school district's obligation to comply with requirements set forth by the State Board of Education regarding the number of "student instruction" days as defined by that agency. In addition to any requirement of the State Aid Act to receive full state aid, the parties agree to reschedule lost days of student instruction (attributable to conditions not within the control of school authorities, such as inclement weather, fires, epidemics, mechanical breakdowns or health conditions (as defined by the city, county or state health authorities) to assure the minimum number of instructional days that may be mandated by the Department of Education and/or statute. Employees will receive their regular pay for days that are canceled but shall work on the rescheduled days with no compensation.
5. It is understood and agreed that in the event the rescheduling of the days at the end of the school year interferes with a teacher's scheduled return to school to upgrade his/her skills or other job-related activity as approved by administration, the teacher may:
 - a. Use his/her personal leave;
 - b. Use his/her sick leave; or
 - c. Use unpaid leave time.
6. If, at any time during the life of this agreement, it becomes lawful to count as days of pupil instruction days when pupil instruction is not provided due to conditions not within the control of school authorities, such as due to severe weather, fire epidemics or health conditions, it is agreed that the following school closing provision shall become immediately effective:

When conditions not within the control of school authorities, such as severe weather, fire, epidemics or health conditions, or an

employer directive results in the closing of a school or other facility of the employer, bargaining unit members shall be excused from reporting to duty without loss of pay. Days shall not be rescheduled.

7. To the extent that any other provision of the collective bargaining agreement, such as the school closing provisions, school calendar or the like shall be inconsistent with the foregoing, such provision shall be null and void as to the extent of the inconsistency.

B. Work Day.

1. At the High School and Middle School, the normal teacher workday shall be seven and one-quarter (7-1/4) hours, inclusive of a thirty (30) minute duty-free lunch period. At Norman Elementary, the normal teacher work day shall be seven hours and 25 minutes, inclusive of a forty (40) minute duty-free lunch period.
2. Any staff member with over 400 minutes per week of preparation time will be assigned additional duties such as recess, LIFT mentor, or individual student mentoring within his/her designated building.

C. Staff Meetings.

1. In addition, in a particular building when a staff meeting is held, the teachers will be expected to be in attendance until its conclusion, with the meeting lasting no longer than one (1) hour. The primary purpose of staff meetings shall not be for in-service training. There shall be no more than two (2) administratively-called meetings per month requiring teachers' attendance beyond the established workday. However, the superintendent reserves the right to call one (1) district-wide staff meeting per semester, of one hour each in duration, at no additional compensation.
2. The parties understand that meetings in addition to those listed above may be necessary and will be called by the administration. Teachers attending such meetings shall be compensated pursuant to Article 6 Professional Compensation, Section F.1.a. State monitoring for special education will be conducted during school hours. Any extra time outside of the normal work day will be compensated at established rates as stated in Article 6 Professional Compensation.
3. Any teacher attending said meetings who is already receiving an extra stipend or salary for the duties connected with the meeting shall not also receive the release time. It is also understood that whenever possible, all IEP's will be conducted during the workday. However, after one IEP has been scheduled outside of the workday (exclusive of staff meetings), teachers will be compensated as described in Article 6 – Professional Compensation.
4. An attempt to provide 24 hours' notice of special staff meetings will be made and attendance will be expected. Staff members unable to attend will not be penalized for nonattendance but will be required to notify their administrators and be responsible to get the information presented at the meeting.

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5. Coaches will be excused from staff meetings when there are conflicts with practice and game schedules. Coaches are responsible to communicate with their building principal regarding the information discussed at the staff meeting.

**ARTICLE 5
TEACHING ASSIGNMENTS AND CLASS SIZE**

- A. If a teacher's teaching assignment is to be changed, the administration will consult with the teacher at least fourteen (14) calendar days prior to the effective date of the change in assignment. If the teacher is unavailable for such consultation, the district shall send a letter of notification by certified mail to the teacher's residence as recorded in the central business office. A change of assignment will be effective seven (7) calendar days from the mailing date. The reason for the change shall be stated and shall not be arbitrary or capricious.
- B. All personnel covered under this agreement shall be given a duty-free lunch period with no assigned duties other than taking those disciplinary actions upon students who are a normal part of a teacher's responsibilities.

Duty Free Lunch: 40 minutes for elementary teachers
 30 minutes for secondary (middle/high) teachers

At the elementary level, each building will provide up to twenty (20) minutes recess time to be mutually scheduled by the principal and the teachers.

Each building may, upon agreement of two-thirds of the teachers in the building and the building principal, modify the daily schedule to best meet the needs of that individual building, subject to approval by the superintendent. Such modifications may not adversely affect the transportation schedules, or in any manner lessen the amount of required student instructional time.

- C. Inasmuch as the pupil-teacher ratio is an important aspect of an effective educational program, it is mutually agreed by the administration, Board and Association that the following guidelines on class size will be observed. The effective class size shall not, after the second Friday of the school year, exceed the effective maximum provided herein.

| | | |
|---------------------|---|----|
| Elementary Maximum: | Junior First | 20 |
| | Pre-Kindergarten (Kinderpups) - Grade 5 | 25 |
| | [^] | |

| | | |
|---|-----------------------------------|----|
| Middle School and High School Maximums: | | |
| | General | 28 |
| | Labs (Art, Computers, Life Skills | |
| | Science, Shop) | 26 |
| | Physical Education* | 50 |
| | Strength & Conditioning | 30 |
| | Advanced Strength & Conditioning | 30 |
| | Fitness Training | 30 |
| | Personal Fitness | 30 |
| | Weight Room Classes | 30 |
| | Vocal Music ** | 50 |
| | Co-Op*** | 70 |

* Same gender supervision will be provided for each locker room.
 ** When numbers exceed the limit, the administration will work with the instructor to provide an assistant or accompanist.
 *** Average per block of release time.

- D. In the event that the class guidelines are exceeded, the affected teachers shall be compensated as follows:

| | |
|----------------------------|-------------------------------|
| Grades K-5 | \$4.00 per student per day |
| Grades 6-8 (5-period day): | \$0.80 per student per period |
| Grades 9-12 | \$1.00 per student per period |

Compensation shall be computed at the conclusion of each marking period.

- E. Special Education. In the development of this agreed-upon standard, the parties recognize that some students who have physical, mental and/or emotional impairments (handicaps as defined by law) require special education programs and services. They also recognize that without proper planning, the integration (mainstreaming) of these students into the least restrictive environment as required by law may interfere with and/or place extraordinary demands on the regular (non-special education) classroom teacher as well as other students in such classrooms. Accordingly, it is agreed that while all provisions of the Special Education Code of the State must be complied with, if the district seeks a deviation, notification shall be given to the Association. In addition, the following provisions will be made:

1. No special education students shall be placed in a regular education classroom without written notification of placement to the affected regular education teacher(s). The special education teacher will contact the regular education teacher with appropriate information.
2. The regular education teacher(s), special education consultant(s) and special education teacher(s) will be given the opportunity during the work day (school hours) for planning and decision-making in regard to the individual needs of the student(s) and training needs of the affected regular classroom teacher(s).
3. Special needs students currently comprise approximately ten percent (10%) of the student population. When enrollment of special education ~~students exceeds ten percent (10%) of the enrollment in a regular education class, with a minimum of three (3),~~ **students exceeds fifteen percent (15%) of the enrollment in a regular education lab class, with a minimum of four (4) or twenty percent (20%) of the enrollment in a general education class with a minimum of five (5)** the regular education teacher will be compensated at the rate established for enrollment exceeding class size guidelines (as described in Article 5 Teaching Assignments and Class Size, Section C). Compensation for special education students will count as one (1) for resource room students and one-half (1/2) for other students receiving special education services. This language applies only to general education classrooms and not special education classrooms.
4. We understand that scheduling special education students can be difficult. However, an effort will be made to balance the number of special education students placed into regular education classrooms.
5. Elementary regular education teachers and the following-year teacher, if known, will be included in end-of-year IEPs.

F. **Administering Medication.** Teachers shall not administer medication without appropriate training. In the event that medicine(s) are to be given to any student, such medicine(s) shall be administered by the principal's designee when the following conditions are met:

1. The parents or legal guardians have given prior written approval for the administration of medical by school personnel.
2. The aforementioned permission is accompanied by written instructions from the attending physician or pharmacist, if applicable.
3. The medication is given in the presence of an adult witness.
4. All necessary equipment and supplies are provided.

The employer shall indemnify and save harmless from any liability the employees who administer medication to pupils when directed to do so by school supervisory personnel. No employee shall be required to administer any medication by injection unless it is a life-threatening emergency.

G. **Medically Fragile Students.** Teachers shall be advised of any medical conditions of students, known to the district, which in the district's judgment may necessitate emergency action or intervention by a supervising teacher. The involved teacher shall be advised of the appropriate protocols and procedures and be provided appropriate training in such emergency procedures.

ARTICLE 6
PROFESSIONAL COMPENSATION

- A. The salaries of teachers covered by this agreement are set forth in Schedule A, which is attached to and incorporated in the agreement.
- B. New teachers hired into Reed City Area Public Schools may be given credit for previous teaching experience in other private, parochial and/or public schools.
- C. Any member of the Association required by the district to perform duties beyond the agreed-upon calendar shall be compensated on a pro-rated basis of his/her salary rate for the school year for which the extra duties are performed.
- D. Procedures for reimbursing employees for expenses incurred shall be developed by the administration. The procedures and forms developed shall be provided to the Association, and made generally available to the teachers.
- E. Salary will be paid biweekly under the following options:
 - 1. Twenty-one (21) biweekly payments; or
 - 2. Twenty-six (26) biweekly payments.
 - 3. **All Payrolls will be paid by means of direct deposit.**
- F. Coverage for absent teachers during preparation time:
 - 1. **Teachers may be required to substitute for an absent teacher during his/her preparation period 4 times per month without additional compensation. More than 4 times per month will initiate additional compensation as per contract (article 6, F1)**

If the administration arranges with the teacher to substitute for an absent teacher during his/her preparation period, the teacher will be compensated at a rate of 0.3 times the current daily substitute teacher rate.

| | | |
|-------|---------|-------------------------------------|
| 0-20 | minutes | 0.5 x 0.3 (substitute teacher rate) |
| 21-45 | minutes | 1.0 x 0.3 (substitute teacher rate) |
| 46-65 | minutes | 1.3 x 0.3 (substitute teacher rate) |
| 66+ | minutes | 2.0 x 0.3 (substitute teacher rate) |

- 2. Compensation for such substituting will be included in the paycheck for the pay period worked.
- 3. Each building principal shall develop a plan for rotating substitute requests among all staff. Except where staff volunteer, the principal shall make every effort to avoid requiring a teacher to substitute for a full block (two consecutive periods) if on a block schedule in that building. The building principal may, where no volunteers are available, require teachers to substitute during their preparation period to assure the rotation of substituting requests, and to avoid requiring a teacher to sacrifice a full block of preparation time.
- 4. When teachers are required by the building administrator to meet more than two times in one week during their preparation times, the above compensation scale will be followed.

5. Performance Pay

The association and the district agree that additional compensation shall be adopted as required under section 380.1250 of the revised school code. Should the requirement of additional compensation under section 380.1250 of the revised school code be eliminated, the provision shall sunset at the end of the school year in which the requirement of additional compensation is eliminated.

The association and the district agree that additional compensation shall:

- 1. Not alter or be considered a part of schedules A, B, C, or D of this agreement.**
- 2. Not increase or reduce a teacher's work day or school year.**
- 3. Not be subject to arbitration (step 4) of the grievance process.**

Beginning with the 2011-12 school year, the association and the district agree that should every elementary and comprehensive secondary (middle and high) school meet the state requirements and make adequate yearly progress (excluding sub-groups from the determination) based on the assessments administered in a given school year, each teacher who worked in that building during that school year shall receive a onetime additional compensation payment of \$1.00 upon verification of the AYP results or at the conclusion of the school year which ever is later.

The association and the district agree that if at any time during the duration of this agreement the district is found not to be receiving adequate revenue and/or have an adequate fund balance necessary to fund the provisions of this provision, the district may, at its discretion, suspend the payment of additional compensation until such time as adequate funds are restored.

TUITION REIMBURSEMENT

- A. For the length of this contract, the district will provide a \$12,000 pool for tuition. [^] Teachers working toward their continuing certificate (first eighteen hours) and six (6) semester hours required per five-year (5) period for continuing certification shall be eligible for reimbursement through this pool. For all tuition paid for course work throughout the year, the pool shall be divided equally by the number of credit hours successfully completed with a grade of "C" or better. Each eligible teacher shall receive reimbursement based on the number of credit hours he/she completed. [^]**

The reimbursement shall be limited to no more than actual tuition, and shall commence with classes taken during the summer of 2009. Teachers must submit satisfactory evidence of completion by September 30 of each year to be eligible.

Teachers taking courses to become highly qualified within a required area shall be reimbursed from these funds.

Teachers receiving tuition reimbursement must return to the district to work the following year.

SALARY/TERMINATION OF EMPLOYMENT/SEVERANCE PAY

- A. Personnel leaving the system and/or retiring will be paid all salary due at the date of termination of employment.
- B. Upon retirement, severance pay will be paid pay at fifty percent (50%) of the current substitute daily pay per day of accumulated sick leave.
- C. Severance pay will be paid to any teacher leaving the system according to the following formulas:
 - 1. Teachers with 5-9 years of service in Reed City:
Daily sub pay x 15% x accumulated sick days
 - 2. Teachers with 10-14 years of service in Reed City:
Daily sub pay x 20% x accumulated sick days
 - 3. Teachers with 15-19 years of service in Reed City:
Daily sub pay x 30% x accumulated sick days
 - 4. Teachers with 20-29 years of service in Reed City:
Daily sub pay x 40% x accumulated sick days
- D. Members may choose to have accumulated sick time paid either by having it placed in an annuity or by check, if maximum annual contribution to annuity has been reached.
- E. Teachers using two paid leave days or less (greater than zero (0)) during the school year will receive an additional two hundred dollars (\$200) stipend at the end of the year. Teachers using zero (0) paid leave days will receive a four hundred dollar (\$400) stipend at the end of the year.

ARTICLE 7
LEAVES OF ABSENCE

Leaves of Absence: The purpose of leaves of absence is to allow greater security and protection to teachers in cases of legitimate absence. The misuse of sick leave can result in disciplinary action up to and including the possibility of dismissal.

A. Paid Leave

At the beginning of every school year, each employee will be credited with twelve (12) days classified as paid leave days. Less than full-time employees shall have leave days prorated to the nearest half day.

1. These days may be used for personal illness, illness of a family member, medical appointments, funeral days, and personal business.
2. Employees may use up to five (5) sick days beyond the twelve (12) paid leave days referred to above to care for his/her sick child or to care for his/her parent.
3. To qualify for a paid leave day, the employee must give notification to the proper administrative official by 6:30 a.m. the day requested. Advance notification will be given when possible.
4. Days on which an employee is in attendance at professional conventions, visitations to other schools, educational conferences and meetings, speaking engagements, *etc.*, will not be regarded as absences if prior administrative approval has been granted. Therefore, no deduction of a day or days from the paid leave days will occur.
5. Paid leave days may be taken in hourly, half-day, or full-day units.
6. No advanced paid leave day shall be taken on the days immediately preceding or following a holiday or scheduled school vacation except in the case of an emergency with the permission of the superintendent or his/her designee.
7. Unused paid leave days will be converted to sick days accumulating to a maximum of 200 days. Paid Leave days must be used prior to use of accumulated sick days.
8. The superintendent of schools may grant absence from duty chargeable to sick leave for other extenuating circumstances.
9. The Board of Education reserves the right to require a doctor's written statement as evidence of illness or injury.
10. Sick Leave Bank. At the beginning of each school year an open enrollment period, commencing on the first student day and being thirty (30) calendar days in length, shall be made available for members to enroll in the sick leave bank. New members hired after the open enrollment period shall have thirty (30) calendar days to enroll in the sick leave bank. Each member enrolling in the sick

leave bank will contribute two (2) days of his/her sick leave to the sick leave bank.

Members opting to not enroll in the sick leave bank during the open enrollment period or within thirty (30) calendar days of their hiring shall be denied membership to the sick leave bank for the duration of that school year.

Members opting to terminate their membership in the sick leave bank may do so only during the open enrollment period. Days contributed by the member withdrawing shall remain in the bank.

Members who have not repaid the days borrowed from the sick leave bank and are requesting to terminate their membership in the bank shall be obligated to repay those days at the appropriate minimum rate until all days borrowed are repaid.

Members, including those filling temporary vacancies, who elect to become members of the sick leave bank, borrow days from the bank and terminate their employment with Reed City Area Public Schools before all days borrowed from the bank are repaid, shall have their per diem pay withheld from their remaining payroll entitlement for all days not repaid. The sick leave bank shall be credited with the repaid days.

When the sick leave bank is depleted to fifty (50) days, members will contribute one (1) day of their sick leave. Necessary additions will be made at the beginning of each school year, and are to be made after all repayments have occurred. The sick leave bank shall have a maximum of two hundred (200) days.

The sick leave bank will be controlled by a committee composed of three (3) Association members elected by the Association membership.

The sick leave bank will be administered by the committee in accordance with the following procedures and guidelines:

- a. Any employee enrolled in the RCEA sick leave bank may apply for a loan from the sick leave bank for disability caused by personal illness or accident or childbirth and care. Childbirth and care will be granted only if the bank has a total of 125 days or more.
- b. An employee must first exhaust all his/her sick days before utilizing days from the sick leave bank.
- c. All requests for use of sick leave bank days must be in writing. The committee shall maintain a copy of the request, as well as a record of the committee's action on the request.
- d. The employee must give the committee adequate notice of the request to allow the committee time to meet prior to the needed days of leave.
- e. A maximum of ten (10) days per request may be granted by the committee.

- f. If a second request for days from the sick leave bank is made by the employee, it must be accompanied by a doctor's statement explaining the need for the leave time.
 - g. An employee may borrow up to a maximum of twenty (20) days in one contract year (July 1 - June 30).
 - h. An employee who has been granted and used sick days from the sick leave bank during a contract year is not eligible for further allotments from the sick leave bank in succeeding contract years until all sick days have been repaid.
 - i. Members borrowing sick leave days from the bank will be required to repay those days. Employees will be required to repay those days with a minimum of five (5) days per year until all days borrowed from the bank are repaid. Payback will be made at the onset of the contract (12-month employees) or school year (non-twelve month employees) subsequent to the year that the days were borrowed.
 - j. Members who have more than forty (40) sick days may donate up to ten (10) sick days to another member due to extenuating circumstances upon approval by the superintendent or the superintendent's designee and the executive board of the Association.
11. Any teacher whose personal illness or disability extends beyond the period compensated under this Article shall be granted a leave of absence through the end of the current school year. The teacher may continue his/her medical or other insurances, at his/her own expense, provided this is permitted by the carrier.
 12. Sick leave days may be donated to the sick leave bank by members for reasons other than what is stated in the contract with prior approval from the superintendent of schools or designee.
 13. Extra days over the cap of 200 will be returned to the members by means of a random draw.

B. Other Leave

1. **Bereavement Leave.**
 - a. When death occurs in a teacher's immediate family*, the teacher, upon request, will be excused for up to five (5) working days beginning with the day after the death provided he/she attends the funeral. The five (5) days provided for the above may be days other than those immediately following the date of death if unusual circumstances exist.

* Immediate Family" shall be interpreted as spouse, parent, step-parent, parent of current spouse, son, son-in-law, daughter, daughter-in-law, step-children, grandchildren, step-grandchildren, brother, sister, brother-in-law, sister-in-law or grandparent or spouse's grandparent.

- b. In the event of the death of the employee's spouse, child, step-child, or parent, an additional five (5) days' bereavement may be taken.
2. Personal Leave (without pay, but retaining earned sick leave).
- a. Personal leave without pay will not be granted for extension of vacations. The superintendent shall retain the right to grant or deny requests for personal leave without pay for other reasons. The teacher has the right to appeal the superintendent's decision to the Board of Education.
 - b. Overseas Dependent Schools. Leave of absence may be granted up to two (2) years to any tenure teacher who joins the Overseas Dependent Schools as a full-time teacher. Any period so served shall be treated as time taught for purposes of the salary schedule set forth in Schedule A of this agreement. The teacher shall be entitled to return from the above-mentioned leave providing that a position is available for which he/she is qualified.
 - c. Sabbatical. Teachers who have been employed for seven (7) years may, at the discretion of the Board of Education, be granted a sabbatical leave, without pay or fringe benefits, for one (1) year. A sabbatical leave is defined as being for the purpose of pursuing a formal educational program. A teacher, upon return from a sabbatical leave, shall be restored to his/her former teacher position or a position of like nature. Any year period spent on an approved sabbatical leave will entitle the teacher to accrue seniority and retain placement on the salary schedule.
 - d. **Career Enrichment Leave: The Board of Education may grant a leave of absence, without pay or benefits, of up to one (1) year upon written request of an employee; such leave, if granted shall be for the purpose of participation in a school program in another state, territory, or country. The work shall be related to the employee's professional responsibilities. The employee shall be guaranteed a position upon return.**
 - e. Military Leave
 - i. Military leaves of absence shall be granted to any teacher who shall be inducted for military duty in any branch of the Armed Forces of the United States. Teachers on military leave shall be given the benefits of any increments and sick leave allowances that would have been credited to them had they remained in active service to the school.
 - ii. A teacher who is a member of the United States Armed Forces Reserve units or of the National Guard and is called into active service shall be granted a leave of absence for that purpose. The teacher will suffer no loss of pay or benefits for time spent on such leave provided the teacher turns into the superintendent all compensation received while on active duty. Expenses paid to the teacher by military are not to be considered compensation that is to be reimbursed to the district.

- f. **Child Care Leave.** A leave of absence shall be granted to any male or female bargaining unit member for the purpose of child care. Whenever possible, teachers shall notify the superintendent no later than sixty (60) days prior to the anticipated date of the desired leave. In cases of adoption, the sixty (60) day requirement can be waived.
 - i. A bargaining unit member may commence child care leave subsequent to the birth of the child. Disability leave shall not be counted as child care leave time.
 - ii. Insurance benefits will be continued for the remainder of the month in which the leave commenced, and the following month, unless the employee is otherwise eligible for Family Medical Leave coverage. When district-paid benefits have ceased, the teacher may, at his/her option, pay the health insurance premiums, at the group rate, subject to the provisions of the carrier.
 - iii. The leave shall be for a predetermined, approved time period. The leave shall not be longer than two (2) semesters, not counting the semester in which the leave began. Generally, the leave will be scheduled to end with the end of a semester.
 - iv. A teacher who returns at the end of the scheduled child care leave will be returned to his/her former position, if it is still available, or to an equivalent position. Teachers who elect not to return at the end of their child care leave may opt to have their names added to the recall list to be recalled to any future available positions for which they are certified and qualified in accordance with their seniority and the recall provisions of this agreement.

3. Association Days

- a. Teachers who are officers of the Michigan Education Association shall, upon proper application be given leave of absence without pay or fringe benefits, for the purpose of performing duties for the Association, providing a suitable replacement can be found. Upon return, the teacher will be reinstated to their former position.
- b. Teachers who are officers or delegates of the Reed City Education Association shall, upon proper application, be granted collectively a maximum of fifteen (15) days during the school year for Reed City Education Association business. Such leave is with pay and benefits. The Association agrees to reimburse the school district for the substitute teacher's pay for each Association Day used by its officers or delegates. The local Association shall provide prior approval of the teacher's requested Association leave time.
- c. A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including arbitration, shall be released

from regular duties without loss of salary. The number of staff to be released shall not exceed four (4) at any one time.

4. **Jury Duty Leave.** A teacher who is summoned for jury duty and is not relieved from such duty shall be granted a jury duty leave of absence for that purpose, provided evidence of such duty is presented to the superintendent at the earliest possible date. Employees shall work their scheduled hours when not serving as jurors and an employee not selected to serve on a particular jury shall report for work immediately after selection of said jury. Provided the teacher turns into the superintendent all compensation received for jury duty, the teacher shall suffer no loss of pay for time spent on jury duty leave. Expense money paid to the teacher by the court is not considered compensation. The teacher is entitled to keep all expense money (i.e. mileage, meals, etc.) paid by the court.

C. **Family and Medical Leave Act**

Pursuant to the provisions of the Family and Medical Leave Act, eligible employees shall be granted unpaid leave for the purpose and to the extent required by law, subject to all of the terms and conditions of the law and its implementing regulations. Any paid or unpaid leave that is otherwise available under the provisions of this agreement for the same purposes for which leave is required to be provided under the Family and Medical Leave Act shall be used at the discretion of the employee. Contractual leave shall be credited toward fulfilling Family and Medical Leave Act leave entitlement. A synopsis of Family and Medical Leave Act rights and requirements is attached to this agreement as Addendum D.

ARTICLE 8
EVALUATION OF PERSONNEL

A. Evaluation of teachers by administrative/board appointed evaluator:

1. All duties, responsibilities (as described in a job description) and criteria for evaluation of any Reed City Education Association bargaining unit member will be determined by the Board of Education of Reed City Area Public Schools **and as defined by State law**. Updated job descriptions and criteria for evaluation will be developed by a committee comprised of Board and Association representatives.
2. The evaluator shall provide orientation regarding the agreed-upon evaluation instrument, procedures and criteria for each Association member. When a new instrument is devised, all members shall receive the orientation. Subsequent orientations shall be provided for all new bargaining unit members and will be available for any other bargaining unit members who request such orientation.
3. Probationary teachers shall be evaluated a minimum of two (2) times per year at least sixty (60) days apart. Tenure teachers shall be evaluated a minimum of one (1) time every three years.
4. Formal evaluations shall consist of one (1) scheduled observation followed by at least one unscheduled observation of more than thirty (30) minutes in length and may include additional informal observations of unspecified length. Written notification for the scheduled observations shall occur at least one (1) week prior to the observation. The two observations (one scheduled and one unscheduled) shall be conducted within a three- (3-) week period.

The evaluator will give the teacher a "Teacher Self Evaluation" form on the day of the scheduled observation. The self evaluation shall be filled out by the teacher and turned into the evaluator within one week of receiving it. The teacher shall provide narrative explaining sections that have an asterisk (*) and may provide narrative on other areas. The "Teacher Self Evaluation" shall be read by the evaluator and its content considered as a part of the evaluation process.

District security cameras placed in hallways, cafeterias, gymnasiums, and other public areas such as parking lots will not be used for the purpose of staff evaluations.

Documentation for the purpose of evaluation will only be obtained when the staff member has full knowledge of such observation.

Security cameras will only be used to provide documentation of employees who engage in illegal, immoral, unethical, and/or some other type of act that may lead to decreased security of the premises (example: leaving exterior doors open and unsecured).

All Reed City Education Association staff members will be informed in a timely manner any time video documentation of any event is requested pursuant to the Freedom of Information Act (FOIA request). All Reed City Education

Association staff members shall be provided the opportunity to review any and all video data that is requested by an outside source or entity.

5. The evaluator shall provide the finished formal evaluation to the person evaluated within two (2) weeks of the unscheduled observation and a meeting to discuss the evaluation.
6. Any complaint against a bargaining unit member by any person, including any parent or student, must be brought to the attention of the member as soon as is practicably possible. No complaint shall be utilized in any way in the evaluation process unless the member has been previously notified of the event.
7. Evaluators shall use teacher evaluation instruments as specified in Schedule B.
8. Teachers shall have the right to respond formally, in writing, to any part of their evaluation. Any response to an evaluation should be attached to the evaluation and be done within five (5) working days.
9. Probationary notice or notice of the denial of tenure to a probationary teacher shall be given by April 30 of each year. Copies of the probationary/denial of tenure notice shall be given to the probationary teacher and the president of the Association.
10. Observations for the purpose of evaluation shall not be conducted before September 10 or after April 30 to the end of the school year, unless contained in a (1) Professional Growth Plan; (2) Individual Development Plan; or Plan of Assistance.

B. Evaluation of administrators by teachers:

1. Teachers in each building shall have the right to evaluate principals or administrators responsible for their building.
2. Evaluations shall be compiled by the Association's building representative and one other designee of the Association.
3. Summarized results of evaluations shall be presented to the principal or administrator and the superintendent of schools. Evaluations shall be presented to the principal no later than March 1 of each school year.
4. The evaluation tool shall be developed by the administration. Any mark below a satisfactory must be accompanied with a written explanation.

C. Evaluation instruments:

1. All evaluation instruments shall be developed by a committee representing the Association and the Board/administration and be mutually agreed-upon by the Association and the Board/administration. The only exception being in this Section A.1 above regarding observation tools.
2. Evaluation forms may be revised at any time through mutual agreement between the Association and Board/administration.

3. A copy of the evaluation instrument shall be attached to this contract as Schedule B.
 4. Standardized tests and other measurement tools designed to monitor student growth in school programs (for No Child Left Behind and other similar state-level mandates) shall only be used in relation to individual teacher evaluations when considering at time frame of 3-5 years.
- D. Professional Growth Plans:
1. Professional Growth Plans will be developed for an individual under any of the following circumstances:
 - a. All probationary teachers; and
 - b. All tenured teachers during a year of evaluation.
 2. Establishment of Professional Growth Plans:
 - a. All Professional Growth Plans will follow a similar format and will include goals, objectives, teacher plan, administrative support and timelines. The administrator shall be responsible for the Professional Growth Plan, which shall be developed in consultation with the teacher. Professional Growth Plans will be completed before October 1 of an evaluation year. Professional Growth Plans are not intended to be punitive or find fault with teachers. This is a tool that promotes growth.
 - b. Copies of Professional Growth Plans and all subsequent related documents shall be on file in the personnel file with the building administrator and the teacher.
 3. Establishment of Annual Professional Goals and Goal Assessment for Tenured Staff:
 - a. Annual Professional Goals are required from each tenured teacher during each year that they are not scheduled to be evaluated.
 - b. Annual Professional Goals are due within the first ten (10) days of the school to the building administrator for approval.
 - c. A Self-Assessment Summary regarding the progress made on a teacher's Annual Professional Goals is required to be turned in at the end of the school year to the building administrator.
- E. Individual Development Plans/Plans of Assistance:
1. Individual Development Plans and Plans of Assistance are designed to improve instruction, accentuate positive strengths and remediate problem areas.
 2. **Copies of individual development plans and all subsequent related documents shall be on file in the personnel file, with the building administrator and the teacher.**

~~3. In the event that a teacher experiences unsatisfactory performance per indication of the evaluation document in any area to the extent that student learning is adversely affected, that teacher will be placed on an Individual Development Plan/Plan of Assistance to improve the quality of his/her performance.~~

3. Individual development plans will be developed for an individual under any of the following circumstances:

- a. All probationary teachers.**
- b. After an ineffective evaluation on the teacher evaluation form, an IDP will be developed between the teacher and the administrator. After 90 days another evaluation will take place.**
- c. If the evaluation is “effective” the teacher will be released from their individual development plan. If the evaluation is “ineffective”, an extension of the IDP will occur and another evaluation will take place in 90 days.**
- d. Teachers shall have the right to Association representation at all meetings regarding Individual Development Plans/Plans of Assistance at their request.**
- e. Individual Development Plans/Plans of Assistance shall be signed by the building administrator, the teacher and may be witnessed by an Association representative. Refusal of the teacher or Association representative to sign, however, shall not invalidate the Individual Development Plan/Plan of Assistance. Signatures do not denote agreement but rather recognition that the document exists and was created consistent with contractual guidelines.**

ARTICLE 9
PROFESSIONAL DEVELOPMENT

- A. In-service planning days shall be planned by the administration in consultation with teachers. All teachers are required to attend. At the building level, the principal shall consult with the Building Advisory Team. At the district level, the superintendent shall consult with the Superintendent's Advisory Team and/or the District Curriculum Council.

- B. All teachers are required to complete at least five (5) days or 33.75 hours of professional development each school year. The district calendar will schedule sufficient in service opportunities to complete this requirement during the regular school year or provide release time and/or reasonable registration fees to attend approved conferences to meet the requirement if there are not enough hours scheduled in the calendar to meet this requirement. Each teacher will be required to maintain and certify a log of the professional improvement hours completed for the year, which must be turned in to the building administrator on or before June 15 of each school year. The district will provide the form for logging these hours.

Teachers are expected and required to attend the district's scheduled professional development in services. If, however, a teacher is unable to attend, it is the responsibility of the teacher to communicate the reasons why to the appropriate building administrator.

ARTICLE 10
TRANSFERS

- A. The frequent, non-requested transfer of teachers from one school building to another shall be minimized and avoided whenever reasonably practicable. When an involuntary transfer between buildings becomes necessary, the building principals shall meet with potentially effected teachers to discuss possible options. **If there is no mutually agreeable solution, then the least senior, properly certified teacher in the building shall be transferred. A transfer shall be considered a change of assignment under Article 5, Section A.**
- B. When the district has determined that there is a permanent vacancy in a teaching position, the position shall first be offered to any teacher on layoff who is properly certified and qualified for the position in accordance with Article 12, Section B. If the vacancy is not or cannot be filled in this manner, the superintendent shall post a notice of the vacancy on the faculty bulletin boards and notify the president of the Association in writing prior to filling such vacancy. Any bargaining unit member possessing proper certification may submit an application for the vacancy within five (5) calendar days of the posting. The Board agrees to give due weight to the professional background, attainments, length of service in the district, class/grade level experience, area of specialization and any other factors deemed relevant. The district, however, retains the discretion to determine how the vacancy shall be filled, taking into consideration the best interests of the students and staff at both the sending and receiving schools.
- C. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights that he/she may have had under this agreement prior to such transfer to supervisory or executive status. The teacher in this new position shall have up to two (2) years to determine their suitability for the position. Once this probationary status expires, the teacher shall lose such rights he/she may have had under the agreement.
- D. Within a building, the principals have the right to assign teachers, based on certification and qualifications.
- E. If a transfer within a building is required, all qualified teachers within that subject area will be contacted to determine interest in that transfer. If no staff person indicates an interest in the proposed transfer, the building administrator will appoint the appropriate staff to the position. The appointed staff member may appeal to union leadership for a review of the professional reasons for the transfer.
- F. The Board of Education may involuntarily transfer any staff member from one building to another to maintain "highly qualified" status pursuant to State of Michigan law or NCLB guidelines and/or to prevent the layoff of another certified staff member.

ARTICLE 11
LAYOFF AND RECALL

- A. In the event of a reduction, affected teachers will be notified by May, if possible, but no less than thirty (30) calendar days prior to the effective date of lay-off.
1. In the event of a reduction in personnel, the most senior teachers will be retained so long as they are qualified for available positions.
 2. Qualified is defined as:
 - a. Grades K-6 Certifications to teach available positions.
 - b. Grades 7-8 Certifications to teach available positions.
 - c. Grades 9-12 Certifications with major, minor or masters degree in the subject matter of the assignment to be taught.
 - d. All teachers' qualifications must be in compliance with the accreditation standards of the North Central Association of Colleges and Schools.
- B. Seniority shall be computed from the last date of hire and shall be defined to mean the amount of time continuously employed by the Reed City Area Public Schools. Time spent on leave or layoff shall not be construed as a break in continuous service and seniority shall continue to accrue. The district shall present to the Association a current seniority list of bargaining unit members prior to October 15 each year. Accompanying the name of each teacher on the list shall be the date of last hire and each teacher's certification.
1. For the purpose and intent of the current contract, the word "teacher" as used in this Article, shall be interpreted to include all teacher-certified employees excluding administrators who have never been members of the Reed City Education Association. Teachers who are transferred to supervisory or administrative positions shall be subject to the language in Article 11, Section C. Their seniority shall be frozen at the time their new position begins.
- C. Teachers shall be recalled in inverse order of lay-off for position openings for which they are certified and qualified (as determined in accordance with Section B above). The Board shall give written notice of recall from lay-off by sending a certified letter to the teacher at his/her last known address, with a copy to the Association president.
- It is the responsibility of the teacher to notify the Board of any changes in address. If a teacher fails to report for work within fifteen (15) calendar days from the date on which the recall notice was sent, unless an extension is granted in writing, said teacher will be considered a voluntary quit and shall thereby terminate any employment relationship with the district.
- D. Refusal or acceptance of a position that is less than full-time shall not affect a teacher's recall right to a full-time position, provided he/she had a full-time position prior to the layoff.
- E. A laid-off teacher will only be allowed to refuse one recall, provided that they are under contract to another district.

- F. During a period of lay-off, teachers shall not be entitled to any pay or fringe benefits at district expense.
- G. In accordance with the Teacher Tenure Act, a teacher shall remain on the recall list for a period of three (3) years.

ARTICLE 12
GRIEVANCE PROCEDURE

- A. A grievance is a dispute or a difference of opinion; however, only a grievance that involves the interpretation and application of a provision(s) of this agreement is subject to arbitration. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance; but such grievance shall be submitted to the following grievance and arbitration proceedings. The Association shall provide a grievance committee (sometimes referred to as the "Professional Rights and Responsibilities Committee") that shall screen those complaints of teachers for which the Association provides counsel, endorsement and/or representation. An individual teacher may present a grievance to the Board or its designated representative as long as any adjustment is not inconsistent with the terms of the agreement.
- B. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
1. The termination of services or failure to re-employ any probationary teacher.
 2. The termination or failure to re-employ any teacher to a position on the extra-curricular schedule.
 3. Any matter involving the content of a teacher evaluation. (The procedure, pursuant to Article 8 of this agreement, may be subject to the grievance process.)
 4. Any matter for which a remedial procedure is established pursuant to State or Federal statutes including the Tenure Act.

It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).

- C. A written grievance as required herein shall contain the following:
1. It shall be signed by the grievant(s) and chair of the grievance committee if the Association is processing the grievance on behalf of the grievant(s).
 2. It shall contain the date when the alleged violation first occurred.
 3. It shall contain a synopsis of the facts giving rise to the alleged violation.
 4. It shall cite the section(s) or subsection(s) of this contract alleged to have been violated.
 5. It shall specify the relief requested.

Any written grievance not substantially in accordance with the above requirements may be rejected.

D. Procedure for adjudging of grievance:

1. A teacher believing himself/herself wronged by an alleged violation of the express provisions of this contract shall within ten (10) work days of its first alleged occurrence orally discuss the grievance with his/her building principal.
2.
 - a. Within five (5) work days of the oral discussion in 1, if no resolution is obtained, the grievance shall be reduced to writing as set forth above.
 - b. The written grievance shall be presented to the building principal for disposition. Within five (5) work days of receipt of the written grievance, the principal shall have a meeting with the grievance committee and grievant. It is the principal's responsibility upon consulting with the chairperson of the grievance committee to set a mutually acceptable time, place and date for the meeting.
 - c. Within five (5) work days after the meeting, the principal shall state his/her decision in writing and furnish a copy to the grievant, the chairperson of the grievance committee and the superintendent of schools.
3.
 - a. Within five (5) work days after receiving the decision in 2-c, the grievance committee may appeal in writing to the superintendent of schools.
 - b. Within five (5) work days of receipt of the written grievance, the superintendent shall have a meeting with the grievance committee and grievant. It is the superintendent's responsibility, after consulting with the grievance committee chairperson, to set a mutually acceptable time, place and date for the meeting.
 - c. Within five (5) work days after the meeting, the superintendent shall state his decision in writing and furnish a copy to the grievant and the grievance committee chairperson.
4.
 - a. Within five (5) work days after receiving the decision in 3-c, the grievance committee chairperson may appeal the decision in writing through the superintendent to the Board of Education. The Board of Education shall have a meeting with the grievance committee at or before the next scheduled meeting.
 - b. The Board of Education shall hear the grievance in dispute and shall render its decision in writing within fifteen (15) work days from the close of the meeting. The Board of Education's decision shall be submitted in writing and a copy furnished to the grievant and chairperson of the grievance committee.

E. Arbitration

An arbitrable grievance not settled in 4.b of the grievance procedure may be subject to arbitration provided notice of intent to arbitrate is given in writing by the Association within fifteen (15) calendar days from receipt by the Association of the answer in 4.b of the grievance procedure. Such notice of intent to arbitrate shall be given by the president of the Association to the president of the Board of Education. Within fifteen (15) calendar days after written notice to arbitrate is given, a meeting shall be held to select an arbitrator. If the parties cannot agree upon an arbitrator at this meeting, a joint request for a panel of arbitrators shall be made to the American Arbitration Association. The arbitrator shall be selected in accordance with the American Arbitration Association rules.

Power of the arbitrator shall be subject to the following limitations:

1. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.
2. He/she shall have no power to establish salary scales or change any salary.
3. He/she shall have no power to decide any question that under this agreement is within the power of management to decide.
4. He/she shall have no power to interpret State or Federal laws.
5. Where no wage loss has been caused by the Board, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.

F. Workday. For the purpose of this Article, a workday is a day when school is in session.

G. Policy Grievance. The Association may file a policy grievance when such grievance may affect teachers. Such grievance shall be filed within ten (10) work days after the Association should have had knowledge of the incident. A policy grievance may be initiated at Step 3.

H. Any grievance not advanced to the next step by the Association within the time limit in that step, or if no time limit is specified, within four (4) working days, shall be deemed abandoned. Time limits may be extended by the Board and Association in writing, and then the new date shall prevail.

1. On written agreement between the Board and the Association, hearing upon a grievance may be commenced at any step, and any time limit within the grievance procedure may be extended by mutual agreement.
2. An employee has the right to be represented at any step in the grievance procedure by a designee of the Association
3. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship for 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. A grievance arising from an incident occurring prior to the

expiration of the agreement may be processed through the grievance procedure until resolved.

- I. The fees and expenses of the arbitrator will be paid one-hundred percent (100%) by the non-prevailing party.
- J. The decision of the arbitrator shall be final and binding upon the employees, district and Association. Subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall forthwith be placed into effect.

ARTICLE 13
MISCELLANEOUS PROVISIONS

- A. Teachers shall be informed of a telephone number they shall call before 6:30 a.m. to report the reason for unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.
- B. The Association and/or its members shall not engage in nor encourage concerted action of any type against the school district that would be in violation of this contract or in violation of the laws or statutes of the State of Michigan.
- C. The Board of Education and the Reed City Education Association agree that the specific terms of this agreement shall prevail if and when they are in conflict with any provision(s) of the individual teacher contracts or the Board of Education's or administration's policies and procedures.
- D. Copies of this agreement shall be printed at the expense of the Board of Education and said copies, separate from the Administrative Bulletin, shall be presented to all teachers now employed and hereafter employed by the Board.
- E. Effective beginning with the 2005-06 school year, Alternative Education program instructors will be included under the provisions of the Master Agreement with full rights contained herein. Seniority date shall be deemed the date of hire.
- F. Effective beginning with the 2006-07 school year, the Michigan School Readiness Program certified instructor will be included under the provisions of the Master Agreement with full rights contained herein. Seniority date shall be deemed August 22, 2005, the first day of school for the 2005-06 school year.
- G. Any union member, at his/her request, may have building representation during any meetings as he/she feels is needed for the purpose of observation only.
- H. Teachers are expected to dress in a manner consistent with their professional responsibilities and that communicates to students a pride in personal appearance.
- I. **Whereas both sides have met and agreed that the following settlement meets the needs of the Board and the Association with regards to the issues related to language in the CBA (Current Bargaining Agreement). The Association and the Board are not going to bargain over a prohibited subject of bargaining. Both sides understand that the language in gray in the CBA may be unenforceable due to PA 100-103. However, the language currently in the CBA will remain because the enforceability of the language could change during the term, the successor agreement either through litigation challenging the legislation changes in the composition of the legislature, or through subsequent changes to the law. At the termination of the agreement, the language reverts to prior status and is subject to further negotiations if the law permits.**

ARTICLE 14 RECOGNITION

- A. The Board hereby recognizes the association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all certified personnel under contract, including personnel on tenure or probation, employed by the Board (whether or not assigned to a public school building), but excluding the superintendent, business manager, principals, assistant principals, dean of students and all other administrators, community education personnel, substitute teachers, maintenance supervisor, transportation supervisor, food service supervisor and all support employees. The term "teacher" when used hereinafter in this agreement shall refer to all employees represented by the association in the bargaining or negotiation unit as above defined.

- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this agreement. Nothing contained herein shall be construed to prevent an individual teacher from presenting a grievance to the Board and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this agreement, provided that the Association has been given opportunity to be represented at such adjustment.

By October 1 of each year, the Association will provide the Board of Education with a list of officers, the grievance chairperson and the names of building representatives.

NEGOTIATIONS PROCEDURE

- A. The representatives of the Reed City Education Association and the representatives of the Board of Education agree to meet as often as is deemed necessary during the term of the contract to discuss items of mutual concern relating to this contract. Items for a given meeting shall be limited to an agenda proposed in advance.

- B. At least sixty (60) days prior to the expiration of this agreement, the two parties will begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.

- C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each may select its representatives from within or outside the school district. It is recognized that no final agreement between parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
 - 1. Negotiation meetings will be held at a mutually satisfactory time and place.
 - 2. Meetings shall be private and shall not be open to the public or news media.
 - 3. Each party shall have a chairperson present for each meeting.

4. Each party shall keep its own minutes of the negotiations proceedings unless otherwise mutually agreed-upon for one person to keep the minutes.
5. All agreements are tentative until final agreement is reached on the complete contract. Tentative agreements shall be duplicated, dated and initialed by the chairperson of each party.
6. Either party may caucus at any time.
7. The date and time of the next meeting should be set before the close of the preceding meeting, unless otherwise mutually agreed by the parties.

ENTIRE AGREEMENT CLAUSE

- A. This agreement supersedes and cancels all previous agreements between the Board and the Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties thereto.
- B. This agreement shall supersede any rules, regulations or practices of the Board that shall be contrary to or inconsistent with its terms.
- C. If any provision of this agreement or any 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 applications shall continue in full force and effect.

DURATION OF AGREEMENT

THIS AGREEMENT shall become effective upon ratification by both parties. This agreement shall be retroactive to July 1, 2011, and shall be in effect through June 30, 2012.

[THIS SPACE IS INTENTIONALLY LEFT BLANK – SIGNATURES ON NEXT PAGE]

THIS AGREEMENT shall not be extended orally and it is expressly understood that it shall expire on the date indicated, unless extended in writing by other parties hereto.

REED CITY EDUCATION ASSOCIATION

By: Betty Kichak
Betty Kichak, President

And: Sandra L. Fogue
Sandra Fogue, Secretary

BOARD OF EDUCATION
REED CITY AREA PUBLIC SCHOOLS

By: Dan Boyer
Dan Boyer, President

And: Kathy Yost
Kathy Yost, Secretary

Also signed by the members of the negotiation teams:

BOARD OF EDUCATION:

Steven B. Westhoff
Steven B. Westhoff, Superintendent and
Chief Negotiator

Sheryl L. Nicklas
Sheryl L. Nicklas, Business Manager

REED CITY EDUCATION ASSOCIATION:

Sally Momany
Sally Momany, Chief Negotiator

DeAnna Goodman
DeAnna Goodman

Brian Koepman
Brian Koepman

Amy Wirth-Decker
Amy Wirth-Decker

SCHEDULE A
2011-12 Salary Schedule

| STEP | INDEX | Zero Percent (0%) Increase | | | |
|------|--------|----------------------------|----------|----------|----------|
| | | BA | MA | MA20 | EDS |
| 1 | 1.0000 | \$34,623 | \$37,373 | \$38,382 | \$39,617 |
| 2 | 1.0500 | 35,312 | 39,242 | 40,302 | 41,688 |
| 3 | 1.0480 | 38,097 | 41,126 | 42,236 | 43,594 |
| 4 | 1.0470 | 39,888 | 43,060 | 44,222 | 45,653 |
| 5 | 1.0460 | 41,722 | 45,039 | 46,256 | 47,741 |
| 6 | 1.0450 | 43,601 | 46,057 | 48,337 | 49,889 |
| 7 | 1.0440 | 45,520 | 49,157 | 50,463 | 52,085 |
| 8 | 1.0440 | 47,523 | 51,300 | 52,685 | 54,376 |
| 9 | 1.0420 | 49,425 | 53,454 | 54,896 | 56,660 |
| 10 | 1.0400 | 51,499 | 55,593 | 57,200 | 58,927 |
| 11 | 1.0400 | 53,578 | 57,815 | 59,375 | 61,284 |
| 12 | 1.0400 | 55,702 | 60,128 | 61,751 | 63,736 |
| 13 | 1.0200 | 56,815 | 61,332 | 62,803 | 65,011 |
| 14 | 1.0150 | 57,668 | 62,251 | 63,932 | 65,986 |
| 15 | 1.0225 | 58,965 | 63,652 | 65,371 | 67,469 |
| 16 | 1.0045 | 59,230 | 63,939 | 65,665 | 67,773 |
| 17 | 1.0045 | 59,497 | 64,225 | 65,958 | 68,079 |
| 18 | 1.0042 | 59,747 | 64,497 | 66,236 | 68,365 |
| 19 | 1.0042 | 59,998 | 64,766 | 66,515 | 68,652 |
| 20 | 1.0250 | 61,497 | 66,385 | 68,178 | 70,368 |
| 21 | 1.0045 | 61,774 | 66,685 | 68,486 | 70,684 |
| 22 | 1.0042 | 62,034 | 66,964 | 68,771 | 70,982 |
| 23 | 1.0040 | 62,281 | 67,231 | 69,046 | 71,264 |
| 24 | 1.0040 | 62,530 | 67,502 | 69,323 | 71,550 |
| 25 | 1.0080 | 63,031 | 68,041 | 69,878 | 72,122 |

If, in the opinion of the administration and the Board of Education, a teacher having thirty (30) graduate semester hours or other preapproved hours (as approved by the superintendent of schools or his/her designee) on a planned program beyond the Bachelor's Degree has taken subjects directly related to his/her teaching field, he/she may be considered to have a Master's equivalent and thereby be compensated at the same as the holder of a Master's Degree.

A teacher, having completed thirty (30) semester hours beyond the Master's Degree having taken subjects directly related to his/her teaching field, may be considered to have an Educational Specialist's equivalent and thereby be compensated at the same rate as the holder of an Educational Specialist's Degree.

Documentation of any change in pay status (due to change in Degree or Certification) must be forwarded to the district payroll department by September 1 of the current school year for spring

and summer classes and by January 1 for all fall classes. Failure to provide the appropriate documentation by the due date will result in the forfeiture of the increase for that semester. An exception will be made for an employee who can document that he/she is currently enrolled in a class and completion of said class will result in fulfillment of the above-stated requirement.

* Index is based on previous step

SCHEDULE B
Teacher Evaluation Instrument

Levels of performance ratings will be changed as follows:

Unsatisfactory = Ineffective

Basic = Minimally Effective

Proficient = Effective

Distinguished = Highly Effective

(Note: all changes as required by State Law)

A point value will also be attached to each level of performance as follows:

Ineffective = 0 points

Minimally Effective = 1 point

Effective = 2 points

Distinguished = 3 points

An updated copy of the evaluation document will be e-mailed to all staff.

TEACHER EVALUATION FORM

REED CITY AREA PUBLIC SCHOOLS

Administrative Evaluation Teacher Self-Evaluation * Denotes - Supporting comments are required on teacher self evaluation.

| | | | | |
|-----------------------|--|---------------------------------|--|--|
| Teacher _____ | School _____ | | | |
| School Year _____ | Grade Level/Subject Taught _____ | Date: _____ | | |
| Teacher/Mentor: _____ | Status: Probationary: <input type="checkbox"/> | Tenure <input type="checkbox"/> | | |

U = Unsatisfactory B = Basic P = Proficient D = Distinguished NA = Not Applicable See Master Evaluation for explanation of each level.

SECTION I: PLANNING AND PREPARATION:

U B P D NA

A. Demonstrating knowledge of content

Comment: _____

B. Demonstrating knowledge and understanding of district curriculum

*Comment: _____

C. Application of district curriculum

*Comment: _____

D. Demonstrate knowledge of students

Comment: _____

E. Designing coherent instruction

Comment: _____

F. Assessing student learning

*Comment: _____

PLANNING AND PREPARATION OVERALL COMMENTS

SECTION 2: THE CLASSROOM ENVIRONMENT

U B P D NA

A. Creating an environment of respect and rapport

Comment: _____

B. Establishing a culture for learning

*Comment: _____

C. Managing instructional groups (whole or small group)

Comment: _____

D. Managing transitions and performance of non-instructional duties

Comment: _____

E. Expectations/Standards of student behavior and responses to student misbehavior

Comment: _____

F. Organizing physical space

Comment: _____

THE CLASSROOM ENVIRONMENT - OVERALL COMMENTS: _____

SECTION 3: INSTRUCTION

U B P D NA

A. Communicating clearly and accurately

Comment: _____

B. Using questioning and discussion techniques

Comment: _____

C. Creating lessons

Comment: _____

D. Lesson structure

Comment: _____

E. Demonstrating flexibility and responsiveness

Comment: _____

F. Lesson assessment with feedback

*Comment: _____

G. Student Motivation

*Comment: _____

INSTRUCTION - OVERALL COMMENTS: _____

SECTION 4: PROFESSIONAL RESPONSIBILITIES

| | U | B | P | D | NA |
|---|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| A. Reflecting on Teaching *Comment: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B. Maintaining Accurate Records *Comment: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| C. Communicating with Families *Comment: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| D. Overall Work Attitude *Comment: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| E. District Involvement *Comment: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| F. Inquiry and Implementation Regarding New Instructional Techniques *Comment: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

B-5

PROFESSIONAL RESPONSIBILITIES - OVERALL COMMENTS: _____

SUMMARY OF PERFORMANCE: SATISFACTORY UNSATISFACTORY

COMMENTS: _____

Signature of Teacher _____ Signature of Evaluator _____ Date _____

SCHEDULE C
Fringe Benefit Schedule

2011-12

The Board will pay premium costs up to \$1,189.90 per month for full family, \$1,083.87 for two persons, and \$533.49 for single for the insurance choice of the employee group for the following coverage for health insurance from July 1, 2011, through June 30, 2012. Any additional premium payments above the cap indicated will be paid by employee through payroll deduction.

Plan A for Employees Needing Health Insurance:

(Coverage described is pursuant to employee group (RCEA) choice and does not represent agreement on the part of the Board of Education to any specific health insurance provider, carrier or coverage.)

MESSA \$500/\$1000 Deductible, \$20 OV, Saver Rx

The Board of Education agrees to reimburse (once documentation of expense is provided) during the 2011-12 contract year only, one-half (50%) of the appropriate deductible (\$250 or \$500) within a reasonable time that such expense occurs (processing time needed to process reimbursement checks).

The Board of Education further agrees to reimburse (once documentation of expense is provided) during the 2011-12 contract year only, an additional one-half (50%) of the appropriate deductible (\$250 or \$500) at the end of the school year if staff attendance expense is reduced by 25% or greater.

Any occurrence of RCEA staff absenteeism that is extended for a period of greater than 20 consecutive days will be reviewed by the Superintendent of Schools and the RCEA President to determine if the absenteeism is an "outlier" occurrence and not to be counted when considering the expense reduction of 25%.

Plan B, for those employees not electing health (medical) insurance coverage:

| | |
|------------------------------|---|
| Delta Dental Plan: | E-007 80/80/80 \$1,300 with Adult Ortho |
| Vision Care: | VSP 3 |
| Long-Term Disability Plan 1: | 66-2/3% |
| Negotiated Life: | \$30,000 with AD & D |

Those not electing health (medical) insurance coverage, in addition to Plan B, ~~will have \$350 per month for this contract for the following options: will receive \$350 per month cash in lieu if 23 or less staff members elect this option and/or \$500 per month cash in lieu if 26 or more staff members elect this option.~~

Each staff member receiving pack B will be required to contribute 10% towards premium costs (expense for pack B, vision, dental, LTD, and Life only) to meet the State requirement of "financial

best practices funding.” If it is determined that contribution towards premium costs is not required per State law/guidelines all premiums collected will be returned to the employee.

1. Annuities:
 - a. Prudential
 - b. Lincoln National
 - c. Massachusetts Mutual
 - d. Fidelity
 - e. Equitable
 - f. Paradigm Equities
 - g. Valic
 - h. Farm Bureau
 - i. Oppenheimer
 - j. American Funds

Additions to the list will be made with ten (10) or more members signing up with a company or fund.

2. Options listed on current insurance application form.

Request for Reimbursement of Medical Expenses

According to SCHEDULE C, FRINGE BENEFIT SCHEDULE, of the current RCEA agreement, a teacher who participated in the district's Health Insurance program from July 1, 2011, through June 30, 2012, may be eligible for reimbursement of a portion of out-of-pocket Drug Card costs (see amounts in Insurance Provisions, Section C.). Reimbursement eligibility applies to prescription drugs for participating teachers and eligible dependents, purchased and/or paid between:

- 2011-12 School Year
 - **Eligible dates: July 1, 2011, through June 30, 2012**
 - **Dates to submit reimbursement claims: 10/03/11, 01/09/12, 04/10/12, 07/09/12**

Requests for reimbursement must be submitted during the school fiscal year. No retroactive requests will be honored.

Note: District reimbursement are paid out of a \$10,000 pool until exhausted each fiscal year. Payments will be made on a first-come, first-serve basis and receipt of requests will be dated and time of receipt indicated.

If you are a Plan "A" Insurance participant and wish to submit a Request for Reimbursement:

- Certify by signature the reimbursement request is valid and out-of-pocket expenses have been incurred. Complete the reimbursement form, providing all requested information and attachments, and forward to Barb Grove in the Payroll Office. Submission dates are listed above.

| | |
|---|-------|
| I certify by my signature that my request for reimbursement was for prescription drug(s) purchased for use by me or my spouse or dependent and this expense has not been submitted under any other plan, such as Section 125 Flexible Spending Plan or spouse's insurance policy. | |
| Employee's Signature: | _____ |
| Employee's Printed Name: | _____ |
| Date: | _____ |

School Year: _____

To receive reimbursement, you must use this form to record prescription information. Please list each prescription separately; an original receipt or itemized statement from the pharmacy for each prescription MUST BE ATTACHED.

Please list prescriptions chronologically.

| Patient's Name | Date of Purchase | Pharmacy Name | Amount Paid by Employee |
|----------------|------------------|---------------|-------------------------|
| | | | |
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Attach all original receipts and invoices relating to the prescription drug expense and return with signed reimbursement request to:

**Barb Grove, Payroll Office
Reed City Area Public Schools
220 W. Lincoln Street, Suite A
Reed City, Michigan 49677**

FRM Prescription Reimbursement

**SCHEDULE D
Extra-Curricular Salary Schedule**

All extra-curricular assignments are non-tenure positions. The listing herein of extra-curricular activities and their compensation rates does not mandate the existence of the activity or the employment of a supervisor for same. Any person assigned to one of the following extra-curricular activities shall be compensated at the following rate. The following percentages are based on the BA Schedule along with the experience of the person in the position. Top shall not exceed the 11th Step (or ten years of experience) of the BA Schedule.

EXTRA-CURRICULAR ATHLETIC:

| Position | Percentage | Position | Percentage |
|-----------------------|------------|-----------------------|------------|
| Baseball | | Golf | 8% |
| Varsity | 10% | JV | 4% |
| Junior Varsity | 7% | Soccer – Boys | |
| Basketball – Boys | | Varsity | 10% |
| Varsity | 12% | JV | 7% |
| JV | 8% | Soccer – Girls | |
| Freshman | 8% | Varsity | 10% |
| 8 th grade | 7% | JV | 7% |
| 7 th grade | 7% | Softball | |
| Basketball – Girls | | Varsity | 10% |
| Varsity | 12% | JV | 7% |
| JV | 8% | Track – Boys | |
| Freshman | 8% | Varsity | 10% |
| 8 th grade | 7% | JV | 7% |
| 7 th grade | 7% | Track – Girls | |
| Cheerleading | | Varsity | 10% |
| Varsity Basketball | 8% | JV | 7% |
| JV Basketball | 4% | Track – MS | |
| Freshman Basketball | 4% | Head | 4% |
| MS Basketball | 3% | Assistant | 3% |
| Varsity Football | 6% | Volleyball | |
| JV Football | 3% | Varsity | 12% |
| Freshman Football | 3% | JV | 8% |
| Cross Country | | Freshman | 6% |
| Varsity | 8% | 7 th Grade | 4% |
| Middle School | 4% | 8 th Grade | 4% |
| Football | | Wrestling | |
| Varsity | 12% | Varsity | 12% |
| Assistant Varsity (2) | 8% | Assistant | 8% |
| JV | 8% | Middle School | 4% |
| Assistant JV | 7% | | |
| Freshman | 8% | | |
| Assistant Freshman | 7% | | |

The varsity coach in coordination with the AD may choose to redistribute the total combined percentage for a sport, to pay assistants and level coaches at different rates than listed in the contract. They may use the redistribution method to hire more or less than the listed number of coaches as stated in Schedule D – Extra Curricular Athletic. The head coach may not use redistribution to increase his or her percentage. However, he may lower his percentage to supplement percentages of other coaches in his/her program. All new positions must have written responsibilities that are developed with the coordination with the AD and approval by the superintendent. For example: the varsity basketball coach may use the total listed percentage for all assistants and level coaches (30% as per the 2004 contract) to hire as many coaches at a level as he or she feels the program needs. As per the 2004 contract, the 7th grade basketball coach receives 7%. The varsity coach may want to hire two coaches at that level and pay them 3.5% each.

EXTRA-CURRICULAR NON-ATHLETIC:

| Position | Percentage | Position | Percentage |
|--------------------------------|------------|--|------------|
| <u>High School:</u> | | <u>Middle School:</u> | |
| 12 th Gr Sponsor | 3% each | Student Council (2) | 3% each |
| 11 th Gr Sponsor | 3% each | Middle School Band | 2% |
| 10 th Gr Sponsor | 2% each | Ski Club | 1% split |
| 9 th Gr Sponsor | 2% each | Drama | 1% |
| Academic Coaches | 2% | Yearbook | 2% split |
| Youth in Government | 2% | Newspaper | 1% |
| Spaghetti Bridge Club | 2% | STAND (2) | 1% each |
| Student Council (2) | 4% each | Natl Jr Honor Society | 2% |
| High School Band | 12% * | MS Vocal Music | 1% |
| Jazz Band | 6% | 5 th Hour Detention | \$18.00 |
| HS Vocal Music | 1% | | |
| Musical-Drama Director | 5% | | |
| Musical-Music Director | 3% each | <u>Elementary School</u> | |
| Drama-Play | 6% | Vocal Music | 2% |
| Recycle Advisor | 2% | Safety Patrol Coord. | 2% |
| Ski Club | 1% split | Grade Level Chairs: K-5 & Special Ed. | \$500 |
| Dance | 2% | | |
| Outing Club (2) | 2% each | | |
| Publications | 8% | | |
| Natl Honor Society (2) | 5% each | | |
| Quiz Bowl – JV & Varsity | 3% each | | |
| Poetry Club | 1% | | |
| Debate | 4% | | |
| Forensics | 2% | | |
| SADD (2) | 4% each | | |
| Art Club | 2% | | |
| 5 th Hour Detention | \$18.00 | | |
| Noon Hour Coordinator | \$18.00 | | |

Non-athletic Schedule D positions will be offered to RCEA members only. If no RCEA members apply, positions may be offered to any other qualified applicant. District administrators may not hold these positions.

SUMMER SCHOOL program offerings will be divided into three categories for the purpose of determining rates of compensation:

Summer Recreation Programs: Programs offered through Community Education will have pay rates based on enrollment and fees (revenue) of the program. Pay is determined by Community Education. These programs will be nonacademic in nature.

Norman Elementary Summer School Academic Programs: Any program offered at Norman Elementary in the core academic areas of Math, Science, Language Arts, or Social Studies will be paid at a rate of \$22.50 per instruction hour. Nonacademic offerings will be paid at a rate determined by enrollment and fees (revenue) of the program.

Reed City High School Summer School Programs: The classes that are offered for credit and attendance required will be paid based on the hourly equivalent from the BA or MA base, as applicable.

* HS Band conditioned upon participation by high school band in the following local parades: Evergreen Festival (Thanksgiving) and Memorial Day.

[^]

North Central Association Accreditation

- A. Content Area Specialists:
\$1,000 stipend each
One (1) elementary teacher for each content area
One (1) secondary teacher for each content area
Approximately eighteen (18) month commitment
Summer work required
Report to District Curriculum Council
\$1,500 budget for each content area studied
\$1,000 for professional development during pre-implementation
Professional development during implementation would be from curriculum budget.
- B. Process:
Content area specialists gather input from staff and outside sources and report to District Curriculum Council.
District Curriculum Council must approve the curriculum.
District Leadership Team will hear report from District Curriculum Council.
Board of Education Curriculum Committee review will follow.
Board of Education will approve curriculum as final step.
- C. Timelines:
January through June – Gather appropriate materials and input.
June through September – Define, organize and write curriculum.
September through June – Revise curriculum and in-service staff for implementation the following fall.
- D. North Central Accreditation:
One (1) chairperson per building – \$500 each.
Three (3) goal chairs per building – \$500 each.

Payment for Schedule D Positions

Payments for Schedule D positions will be made upon completion of work.

SCHEDULE E
School Calendar 2008-09

REED CITY AREA PUBLIC SCHOOLS
District Calendar 2008-09

FINAL
04/24/08 CO

| July | | | | | | |
|------|----|----|----|----|----|----|
| S | M | T | W | T | 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 | | |

| August T-4, S-0 | | | | | | |
|-----------------|----|----|----|----|----|----|
| S | M | T | W | T | 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 | | | | | | |

| September T-21, S-21 | | | | | | |
|----------------------|----|----|----|----|----|----|
| S | M | T | W | T | 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 | | | | |

| October T-23, S-23 | | | | | | |
|--------------------|----|----|----|----|----|----|
| S | M | T | W | T | 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 | |

| November T-17 S-17 | | | | | | |
|--------------------|----|----|----|----|----|----|
| S | M | T | W | T | 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 | | | | | | |

| December T-15, S-15 | | | | | | |
|---------------------|----|----|----|----|----|----|
| S | M | T | W | T | 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 | | | |

| January T-20, S-20 | | | | | | |
|--------------------|----|----|----|----|----|----|
| S | M | T | W | T | 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 |

| February T-19, S-19 | | | | | | |
|---------------------|----|----|----|----|----|----|
| S | M | T | W | T | 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 | | | | | |

| March T-22, S-21 | | | | | | |
|------------------|----|----|----|----|----|----|
| S | M | T | W | T | 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 | | | | |






| April T-16, S-16 | | | | | | |
|------------------|----|----|----|----|----|----|
| S | M | T | W | T | 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 | | |

| May T-20, S-20 | | | | | | |
|----------------|----|----|----|----|----|----|
| S | M | T | W | T | 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 | | | | | | |

| June T-3, S-3 | | | | | | |
|---------------|----|----|----|----|----|----|
| S | M | T | W | T | 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 | | |

| | | | |
|-----------------------|---|--------------------|--|
| KEY DATES: | | January 5 | School Resumes |
| August 26-28 | Staff Only, Professional Development (PD) | January 26 | Half Day for All Students |
| August 29 | Labor Day Recess | | 9-12 Parent-Teacher Confs: 12-3 p.m. |
| September 1 | Labor Day Recess | January 29 | MS /Elementary Staff Records Day |
| September 2 | Students Report for Half Day/ Staff PD | February 16 | 9-12 P/T Confs: 4-7 p.m. |
| October 13 | Half Day for All Students | March 6 | Presidents' Day Recess |
| | Parent/Teacher Confs 9-12: 12-3 p.m. | March 9 | End of 2nd Trimester |
| | Elem/MS Staff 1/2 PD Day | | No School Students |
| October 16 | PT Confs 9-12 4-7 p.m. | | P/T Confs: K-5 1/2 day confs/evening 6-8 12-3 & 4-7 p.m. |
| November 21 | End of 1st Trimester | April 3-10 | PD HS / 1/2 PD Elem / MS 1/2 Records |
| November 24 | No School Students | April 28 | Spring Recess |
| | P/T Confs: K-5 Day & Evening 6-8 All day | | Half Day for Students |
| | HS Records Day | April 30 | 9-12 P/T Confs: 12-3 p.m. |
| November 25 | P/T Confs: K-8 Evening Only | May 22 | MS Staff PD/Elem Records Day |
| November 26 | Half Day Students/Staff | May 25 | 9-12 P/T Confs: 4-7 p.m. |
| November 27-28 | Thanksgiving Recess | May 31 | Seniors' Last Day |
| December 1 | P/T Confs Grades 6-8: 4-7 p.m. | June 3 | Memorial Day Recess |
| Dec 22 - Jan 2 | Holiday Recess | | HS Graduation |
| | | | Half Day All Students/Records Day |
| | | | Staff - Last Day of School |

1st Trimester Student Days = 59 Sept 2-Nov 21
 2nd Trimester Student Days = 61 Nov 24 - Mar 6
 3rd Trimester Student Days = 55 Mar 9 - Jun 3

| | |
|---|---------------------------------|
|  | No School |
|  | Teachers and Staff Only |
|  | Half Day for Students and Staff |
|  | Half Day for Students |
|  | Parent-Teacher Conferences |

Total Staff Days: 181
 Total Student Days: 175

FINAL
 04/24/08 CO

SCHEDULE F
Employee Request for Absence Form

REED CITY AREA PUBLIC SCHOOLS
REED CITY, MI 49677
Employee Request for Absence Form

Employee Name _____

I would like to be absent on _____
Date

for the following reason: _____

Employee Signature: _____ Date: _____

Principal/Supervisor Approval: _____ Date: _____

Superintendent Approval: _____ Date: _____

This request should be made, in all cases except emergencies, at least two (2) days

ADDENDUM A
The Extended Contract

In accordance with the concepts of Article 6 of the Master Teacher Contract, the Reed City Education Association and the Reed City Board of Education agree to the following provisions of a plan to deal with contract overloads.

To deal with this situation, the Reed City Education Association and the Board of Education enter into the Extended Contract Concept for the term of this agreement with the following provisions:

- A. At administration determination of staffing needs, a posting will be made of the overload schedule(s).
- B. Within the building that the overload occurs, the most senior, certified teacher applying to teach a class that can alleviate the overload will be granted the extended contract, allowing for minimal schedule accommodations.
- C. Applicants will have their class schedules and certifications reviewed yearly with the appropriate principal(s) for the term of this agreement.
- D. The teacher's planning time and per diem pay will be based on the schedule of the building at which the overload occurs.
- E. Extended contract teachers will be available before or after school upon request of the administration.
- F. With the third overload schedule in the same content area, at grades K-12, a half-time or full-time teacher may be hired.
- G. Teachers will be offered extended contracts on a rotating basis in accordance with the above-stated provisions. If certified teachers within the building do not apply for the overloads, the principal may utilize teachers outside of the building.

ADDENDUM B
Rights under the Family and Medical Leave Act of 1993

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons. Employees are eligible if they have worked for a covered employer for at least one year, and for 1,250 hours over the previous 12 months, and if there are at least 50 employees within 75 miles.

REASONS FOR TAKING LEAVE: Unpaid leave must be granted for any of the following reasons;

- To care for the employee's child after birth or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent who has a serious health condition;
- For a serious health condition that makes the employee unable to perform the employee's job.

At the employee's or employer's option, certain kinds of paid leave may be substitute for unpaid leave.

ADVANCE NOTICE AND MEDICAL CERTIFICATION: The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.

- The employee ordinarily must provide 30 days' advance notice when the leave is "foreseeable."
- An employer may require medical certification to support a request for leave because of a serious health condition and may require a second or third opinion (at the employer's expense) and a fitness for duty report to return to work.

JOB BENEFITS AND PROTECTION:

- For the duration of FMLA leave, the employer must maintain the employee's health coverage under any "group health plan."
- Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits and other employment terms.
- The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

UNLAWFUL ACTS BY EMPLOYERS: FMLA makes it unlawful for any employer to:

- Interfere with, restrain or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

ENFORCEMENT:

- The US Department of Labor is authorized to investigate and resolve complaints of violations.
- An eligible employee may bring a civil action against an employer for violations.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FOR ADDITIONAL INFORMATION: Contact the nearest office of the Wage and Hour Division listed in most telephone directories under US Government, Department of Labor

ADDENDUM C
Cash Option Cafeteria Plan

[See Next Page]