

MASTER AGREEMENT

BETWEEN

READING COMMUNITY SCHOOLS

AND

3G UNIFIED BARGAINING ASSOCIATION MEA/NEA

September 1, 2019 – August 31, 2022

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# ARTICLE 1 RECOGNITION

## Section 1

The Board hereby recognizes the 3G Unified Bargaining Association MEA/NEA as the exclusive bargaining representative, as defined in regard to wages, hours and other terms and conditions of employment for the following certified personnel employed by the School;

Classroom Teachers  
Guidance Counselors  
Librarians

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

## Section 2

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

ARTICLE 2  
BOARD RIGHTS

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

ARTICLE 3  
THE AGREEMENT

Section 1

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

Section 2

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

Section 3

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

Section 4

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

ARTICLE 4  
ASSOCIATION RIGHTS

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

## ARTICLE 5

### SALARIES

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

ARTICLE 6  
TEACHING HOURS

A. Teachers shall have a duty day which shall not exceed seven (7) hours and twenty-eight (28) minutes.

Elementary School (instruction time 7:45 a.m. – 2:56 p.m.) Student 1<sup>st</sup> Bell: 7:40 a.m.  
(teacher times 7:40 a.m. - 3:08 p.m.) (7 hours 28 minutes)

High School (instruction time 7:55 a.m. – 3:01 p.m.) Student 1<sup>st</sup> Bell: 7:50 a.m.  
(teacher times 7:40 a.m. - 3:08 p.m.) (7 hours 28 minutes)

B. Secondary teachers shall be entitled to a thirty (30) minute uninterrupted lunch period. Elementary teachers shall be entitled to a forty (40) minute uninterrupted lunch period. All teachers are subject to assignment to duty on an emergency basis by the building principal. Elementary teachers shall use five (5) minutes of the lunch as preparation and conference time. Any teachers desiring to leave the school premises during the lunch period shall first sign out on a list posted for that purpose by the building principal or his/her designee on the bulletin board in the building principal's office, provided, however, that not more than ten (10) teachers may leave their respective assigned buildings during any lunch period without first receiving permission of the building principal or his/her designee.

C. Prep Time: Elementary teachers will be provided with at least five (5) fifteen-minute prep periods per week subject to emergency situations in addition to the 30 minutes prep/day while students are at specials.

D. The normal daily teaching load in the secondary school shall not exceed seven (7) teaching periods and one (1) daily unassigned preparation period, within the student day. Class periods in the high school shall be of equal length. Additional time beyond 50 minutes from a longer conference period may be assigned duty by the building administrator. This duty may include student tutoring, professional mentoring, teaming, team teaching, library supervision, working with voluntary programs, or any other assignment of a professional nature which may be mutually agreed upon by the teacher and administrator. All staff members sharing a common time frame may rotate assignments based upon mutual agreement of those affected.

E. Attendance at staff meeting shall be required unless said attendance is excused by the building principal. Staff meetings may be held on one day of each week for the first three (3) weeks of the month for a period of forty-five (45) minutes each. In a month with five weeks, one of the three meetings may be moved to the fifth week with a weeks' notice. The day of the week for the staff meetings during the school year will be designated at the beginning of the school year by consensus of the staff of the building.



ARTICLE 7  
TEACHING ASSIGNMENT

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

ARTICLE 8  
TEACHING CONDITIONS

- A. The Board shall make available in each school classroom building restroom and lavatory facilities exclusively for staff use and at least one (1) room furnished and reserved for use as a lounge.
- B. The Board recognizes that appropriate equipment and materials are necessary to facilitate a sound educational program. Teachers, either individually, or through established committees, shall be given the opportunity to make recommendations and recognize the right of the Board to make all final decisions in the adoption of such programs and media.
- C. A noontime and recess playground supervisor, other than teaching personnel, shall be provided for the elementary building.
- D. When students are assigned to an elementary classroom, classes at each grade level will be as equal as possible.
- E. In determining class size, the Board shall take into consideration the physical features and size of the classroom. In laboratory and similar classes such as Home Economics, Industrial Arts, and Art, the number of students will be limited to a number that can safely and effectively be handled with the existing equipment.
- F. Teachers will receive additional compensation based on the number of students enrolled in their particular classroom on each official count day. The compensation is provided if the student count exceeds twenty five (25) students in grades K-2 and thirty (30) students in grades 3-12. Special education teachers that must apply to the state to increase their legal caseload will also receive this compensation. Music and Physical Education classes are not eligible for additional compensation. Co-taught classes are also not eligible for additional compensation. The additional compensation is based on each semester separately at a rate of \$140.00 per semester. The 5<sup>th</sup> and 6<sup>th</sup> grade classrooms as well as the high school classes will be pro-rated at \$20.00 per block/class (based on \$140 divided by seven assigned classes).
- G. “Mentor Teacher” shall be assigned to the probationary teacher by the building principal. The “mentor teacher” insofar as possible shall be a tenure teacher in the same building, grade or discipline as the probationary teacher. It shall be the duty of the “mentor teacher” to assist and counsel the probationary teacher in acclimating him/herself to the teaching profession and the school system.
  - 1. In accordance with the Michigan Revised School Code 380.1526, each teacher in his/her first three (3) years in the classroom shall be provided a mentor teacher. In no instance will an administrator serve as a teacher mentor. The mentor shall be selected by the Administration from a list of tenured teachers in the District who have indicated an interest in mentoring, and a proficient or distinguished rating. Teachers in the District will not be forced to be mentors. Every effort will be made to match mentor teachers and mentees who work in the same building and who have the same area of

certification. Where possible, the mentor teacher and the mentee shall be assigned common preparation time. If there are an insufficient number of mentor teachers, retired teachers or college professors may serve as a mentor teacher provided that he/she shall be paid at the rate listed in Section 2 below.

2. The mentor teacher shall be available to provide professional support, instruction, and guidance. The purpose of the mentoring assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion. It is understood that the mentor-mentee relationship shall be confidential. Neither mentor nor the mentee shall be permitted to participate in the evaluation of the other. The mentor teacher assignment shall be for one (1) school year subject to review by the mentor teacher and mentee in April of each school year. The assignments may be renewed in succeeding years upon concurrence of the mentor, mentee, and the Administration. The mentor teacher shall be paid \$400.00 per mentee for the first year. If the mentee is placed on a plan of assistance, the payment will remain \$400.00. If the mentee is not on a plan of assistance, payment for the second year shall be \$300.00, and \$200.00 for the third year.
3. Mentees shall be provided with a minimum of fifteen (15) days of professional development during their first three (3) years of classroom teaching.

ARTICLE 9  
VACANCIES AND PROMOTIONS

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

## ARTICLE 10

### LEAVES

#### A. Paid Leaves

##### 1. Sick Leave days

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

##### 2. Personal Leave Days.

- a. Five (5) annual personal leave days, for other than personal illness, shall be granted but not be taken the day prior to or following Christmas Break or Spring Break unless on an emergency basis. No more than three (3) personal leave days may be taken consecutively. Annual personal

leave days shall not be taken for any scheduled professional development/in-service days unless on an emergency basis approved by the Administration or for personal illness which may require a doctor's verification. Personal leave days for other than personal illness will not be granted on the first and last day of the school year unless on an emergency basis. Teachers must notify their building principal of a personal leave day three days in advance in writing or by email unless it is an emergency situation. Unpaid days will only be granted on an emergency basis; unauthorized unpaid days will be reflected in the annual evaluation.

- b. By the last day of school, teachers may request the district buyback any remaining personal days at a \$50 per day rate or their remaining personal days will automatically convert to sick days.
- c. If a personal day is adjacent to a scheduled day off (other than Christmas Break and Spring Break), no more than three (3) teachers per building may be granted leave time. Leave time will be approved by building principal based on order of request.

### 3. Accumulated Sick Leave

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

### 4. Court and Funeral Leave

- a. Any teacher who is subpoenaed who must attend court shall suffer no loss of pay. This provision shall not apply if the teacher attends court to testify without a subpoena against the Board or school district in a proceeding in which the teacher or Association is the opposite party.
- b. The teacher is required to turn in the pay check from court.
- c. A teacher will be paid for up to three days absence per occurrence (may be taken nonconsecutively) in the case of death in the immediate family, and necessary travel time, up to two days, if the bereavement is more than 300 miles distant from Reading, Michigan. Immediate family means parent, sibling, child, stepchild, aunt, uncle, spouse, significant other, grandparent, grandchildren, guardian, or corresponding in-laws, or any other person living in the same residence or who is an IRS dependent of the employee. This is in addition to leave day and sick leave time. Proof of attendance may be required by the employer.
- d. One (1) sick day for bereavement leave shall also be granted for any relative not listed above or a close personal friend. This is in addition to leave day and sick leave time. Proof of attendance may be required by the employer.

- 5. Teachers shall be informed of a telephone number they may call no later than 7:00 a.m. to report unavailability for work. After said notification the administration shall make a reasonable effort to acquire the services of a substitute provided, however, that in the event a teacher fails to report

unavailability for work in a timely fashion as required herein, such teacher shall, unless justification satisfactory to the building administrator is shown for such failure to so report, forfeit the right to a paid leave day, and may further be subject to other appropriate disciplinary action.

6. Leaves of absence without loss of pay or sick leave to the teacher may be granted by the Board for the following reasons:
  - a. Accompanying students on approved field trips or otherwise acting in normal teaching capacity.
  - b. Approved visitation at other schools.
  - c. Attending approved curriculum related conferences or conventions including regional conferences and committee meetings.

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

#### B. Unpaid Leaves

1. Leaves of absence for up to one year without pay shall be granted upon application for the following purposes:
  - a. To recover from personal illness or disability that extends beyond the accumulated sick leave which prevents the execution of routine teaching assignments.
2. Leaves of absence for up to the remainder of the school year without pay shall be granted upon application for the following purposes:
  - a. To care for a dependent child upon exhaustion of annual leave days.
  - b. To adopt a child, commencing upon placement of the child.
3. Leaves of absence for up to one year without pay may be granted upon application for the following purposes:
  - a. An extension of any of the leaves in Section 1 and 2.
  - b. Study, research or special teaching assignment that is advantageous to the school system. Regular salary increment during such period shall be allowed.
  - c. Study related to the teacher's field, that field in which he/she is certified.
  - d. To campaign for public office.

- e. Other justifiable reasons.
4. Military leaves of absence shall be granted according to law to any teacher who shall be called into active military service of the United States. Teachers on military leave shall be granted the benefit of any increments and sick allowance which would have been credited to them had they remained in active service of the school system.
5. Family and Medical Leave

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

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

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

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

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



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

6. Provisions for all unpaid leaves.

- a. Except in unforeseeable circumstances or emergencies, such requests must be submitted at least thirty (30) days prior to the requested leave and shall include starting and ending dates for the leave. The board will acknowledge receipt and acceptance of the request. In cases of emergency, the board will inform teachers that they will be using Family and Medical leave as soon as qualifying factors are evident. If the date on which the teacher is to return from the leave is in the subsequent school year, the teacher shall inform the Board by May 1<sup>st</sup> of his/her intent to return. Failure to notify the Board of such intent shall be considered a voluntary termination of employment with the District and all future rights to employment within the District.
- b. Upon return from leave, each teacher shall be assigned to a position of like nature, seniority, and pay.

C. Association Leave

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

ARTICLE 11  
TERMINAL LEAVE

For the 2019-2020 school year, a teacher who is retiring, and is eligible to collect benefits from the Michigan Public School Employees Retirement System, shall receive \$35.00 for each cumulative leave day over thirty (30) days, up to a maximum payment of ninety (90) days.

For the 2020-2021 school year, a teacher who is retiring, and is eligible to collect benefits from the Michigan Public School Employees Retirement System, shall receive \$40.00 for each cumulative leave day over thirty (30) days, up to a maximum payment of (95) days.

For the 2021-2022 school year, a teacher who is retiring, and is eligible to collect benefits from the Michigan Public School Employees Retirement System, shall receive \$40.00 for each cumulative leave day over thirty (30) days, up to a maximum payment of (100) days.

ARTICLE 12  
SCHOOL CALENDAR

The school calendar for the school year shall have 185 contract days (180 student days and five (5) staff days).

A. Definition of days are as follows:

Staff Days: (No students in attendance)

- Five (5) Professional Development Full Days
- Two (2) Parent/Teacher conference days (one (1) fall P/T day and one (1) winter P/T day in February)
- Three (3) Records Half Days

Teachers will not be required to report for duty on any day the schools are closed due to “Act of God.” If it becomes necessary to make-up days of instruction to qualify for full State Aid, such days will be scheduled consecutively at the conclusion of the school year. Good Friday can be used as a make-up if there are five (5) business days’ notice and it is not adjacent to/included in Spring Break.

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

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

A teacher’s daily rate of pay shall be determined by dividing the teacher’s annual salary by the number of days the teacher is required to work during the school year. Teachers who agree to work days in addition to the contractual number of days shall be compensated at their daily rate for all such days. No additional days shall be worked or compensation paid without the Principal’s written authorization. The Board and Association recognize that the hours of student instruction time are subject to adjustment so that the School District satisfies all requirements of the Revised School Code and the State School Aid Act for full receipt of foundation allowances and other appropriations.

The calendar for 2020-2021 school year will be opened by March of 2020 for negotiation. The calendar for the 2021-2022 school year will be opened by March of 2021 for negotiation.

ARTICLE 13  
TEACHER EVALUATION

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

ARTICLE 14  
PROTECTION OF TEACHERS

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

**ARTICLE 15**  
**GRIEVANCE PROCEDURE**

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

C. Formal Grievance Procedure

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

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

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

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

#### D. Guidelines:

1. A grievance may be initiated directly with the Superintendent when either of the following conditions apply:
  - a. A grievance involves a group of employees or an issue which applies to the unit as a whole.
  - b. The action precipitating the grievance was initiated by management at a level higher than the Principal. When such grievances are initiated at the Superintendent *level*, the normal grievance procedure shall be followed as set forth, but with Level 1 of the formal grievance procedure removed.
2. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of both parties. The term days when used in this Article shall mean teacher work days.
3. The fees and expenses of the arbitrator shall be paid by the party adjudicated to be the loser. All other fees shall be borne by the party incurring them.
4. Hearings and meetings at all grievance levels will be established by mutual agreement between the Board and the Association and in no case will there be a loss of pay.
5. The arbitrator shall have no power to:
  - a. Change any practice, policy, or rule of the Board nor to substitute personal judgment for that of the Board as to the reasonableness of any such practice, policy, or action taken by the board. The powers of the arbitrator shall be limited to determining whether the express terms of the Agreement have been violated and to determine the appropriate remedy if a violation occurred.
  - b. Rule upon the termination or nonrenewal of a teacher.
  - c. Rule upon the discharge or demotion of a tenured teacher.
  - d. Rule upon the failure to re-employ any teacher to a position on the extracurricular schedule.
  - e. Rule upon any claim where a teacher has redress in another legal form.
  - f. Any matter which is a prohibited subject of bargaining.
6. Notwithstanding the expiration of the Agreement, any claim or grievance having arisen thereunder may be processed through the grievance procedure until resolution.
7. All available information necessary to the determination and processing of any grievance shall be furnished upon request to all parties involved in said grievance.

ARTICLE 16  
PLANS AND PROBLEMS COMMITTEE

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

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



ARTICLE 17  
REDUCTION IN PERSONNEL

A. Seniority

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

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

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

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

D. Recall Procedure:

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

ARTICLE 18  
FACULTY INCENTIVE GRANTS

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

## ARTICLE 19

### MEDICALLY FRAGILE STUDENTS

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

## ARTICLE 20

### RETIREMENT NOTIFICATION

The Reading Board of Education shall pay a one-time stipend of \$1,000 to any teacher that submits a letter of retirement no later than January 31<sup>st</sup>, effective prior to the next school year. This payment will be made in the first paycheck of the new fiscal year (July 1st).

ARTICLE 21  
INSURANCE/BENEFIT

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

Any employee contribution to the Blue Cross Blue Shield HSA Plan or the Blue Care Network Plan will be deducted from each payroll in equal amounts throughout the school year. The increase or decrease in the dollar amount of the employee's contribution toward the premium due to a change in the premium cost during that twelve (12) month period will be reflected as equal as possible in each payroll deduction for the payrolls remaining in the contract year for each employee.

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

Fringe Benefits:

The board shall provide to the bargaining unit employees the Blue Cross Blue Shield HSA Plan or the Blue Care Network Plan and MESSA Pak B described below for a full twelve (12) month period each year for the teachers and their eligible dependents as defined by Blue Cross Blue Shield including sponsored dependents. Part time employees shall receive a pro-rated premium payment based upon percentage of full-time work. Example: An employee working half (1/2) time would receive 50% premium subsidy.

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

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

Teachers electing health insurance will have: Blue Cross Blue Shield and MESSA Pak B.

Health Insurance

Blue Cross Blue Shield HSA 1400/2800 Deductible Plan  
Blue Cross Blue Shield HSA 2000/4000 Deductible Plan  
Blue Care Network HMO 500/1000 Deductible Plan

MESSA Pak B

Vision: VSP-2, Silver  
Dental: MESSA Dental

Employees not selecting health insurance coverage will receive a cash option through Section 125 Plan equal to 25% of the hard cap of the annual health premium they could receive, payable over pay periods of each plan year. Employees electing to take the cash option must sign a waiver indicating they are taking the cash option and provide proof that they are receiving health insurance from another provider. The employee may divert the cash from the plan through salary reduction to the annuity if they so desire. Employee's not selecting health insurance coverage will also receive MESSA Pak B insurance: Vision: VSP-2, Silver; Dental: MESSA/Dental.

B. The Insurance and Benefits for the Master Agreement will become effective August 1, 2019 and will continue in full force and effect until July 31, 2020 (and shall thereupon automatically terminate unless extended by mutual agreement of the parties).

C. The Insurance and Benefits for the Master Agreement will become effective August 1, 2020 and will continue in full force and effect until July 31, 2021 (and shall thereupon automatically terminate unless extended by mutual agreement of the parties).

D. The Insurance and Benefits for the Master Agreement will become effective August 1, 2021 and will continue in full force and effect until July 31, 2022 (and shall thereupon automatically terminate unless extended by mutual agreement of the parties).

ARTICLE 22  
DURATION OF AGREEMENT

- A. The provision of this Agreement will become effective upon ratification by the Association and the Board and will continue in full force and effect until August 31,2022 (and shall thereupon automatically terminate unless extended by mutual agreement of the parties.)
  
- B. Copies of the Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board. In addition, fifteen (15) additional copies will be presented to the Association.

IF AN EMERGENCY FINANCIAL MANAGER IS APPOINTED BY THE STATE UNDER PA 4 OF 2011, FISCAL ACCOUNTABILITY ACT, THE EMERGENCY MANAGER MAY REJECT, MODIFY OR TERMINATE THE COLLECTIVE BARGAINING AGREEMENT IN HIS/HER SOLE DISCRETION. THIS AUTHORITY IS A PROHIBITED SUBJECT OF BARGAINING UNDER THE PUBLIC EMPLOYMENT RELATIONS ACT (PERA).

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

READING COMMUNITY SCHOOLS

READING EDUCATION ASSOCIATION,  
MEA/NEA  
3G UNIFIED BARGAINING ASSOCIATION

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

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

*Chuck North*  
\_\_\_\_\_  
Superintendent

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

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

SCHEDULE A  
 REA SALARY SCHEDULE  
 2019-2020

| <u>Step</u> | <u>BA</u> | <u>MA</u> |
|-------------|-----------|-----------|
| 1           | 36,471    | 39,523    |
| 2           | 37,569    | 40,708    |
| 3           | 38,809    | 42,000    |
| 4           | 40,249    | 43,502    |
| 5           | 41,902    | 45,252    |
| 6           | 43,773    | 47,254    |
| 7           | 45,860    | 49,501    |
| 8           | 48,162    | 51,948    |
| 9           | 50,677    | 54,537    |
| 10          | 53,294    | 57,272    |
| 11          | 55,962    | 60,140    |
| 12          | 58,757    | 63,147    |
| 13          | 61,171    | 65,335    |
| 15          | 61,395    | 65,983    |
| 20          | 61,848    | 66,467    |

A wage freeze will be implemented during the 2019-2020 school year.

2020-2021

| <u>Step</u> | <u>BA</u> | <u>MA</u> |
|-------------|-----------|-----------|
| 1           | 36,471    | 39,523    |
| 2           | 37,569    | 40,708    |
| 3           | 38,809    | 42,000    |
| 4           | 40,249    | 43,502    |
| 5           | 41,902    | 45,252    |
| 6           | 43,773    | 47,254    |
| 7           | 45,860    | 49,501    |
| 8           | 48,162    | 51,948    |
| 9           | 50,677    | 54,537    |
| 10          | 53,294    | 57,272    |
| 11          | 55,962    | 60,140    |
| 12          | 58,757    | 63,147    |
| 13          | 61,171    | 65,665    |
| 15          | 61,735    | 66,313    |
| 20          | 62,180    | 66,799    |

Steps will be granted for the 2020-2021 school year.



2021-2022

| <u>Step</u> | <u>BA</u> | <u>MA</u> |
|-------------|-----------|-----------|
| 1           | 36,836    | 39,918    |
| 2           | 37,945    | 41,115    |
| 3           | 39,197    | 42,420    |
| 4           | 40,651    | 43,937    |
| 5           | 42,321    | 45,705    |
| 6           | 44,211    | 47,727    |
| 7           | 46,319    | 49,996    |
| 8           | 48,644    | 52,467    |
| 9           | 51,184    | 55,082    |
| 10          | 53,827    | 57,845    |
| 11          | 56,522    | 60,741    |
| 12          | 59,345    | 63,778    |
| 13          | 61,783    | 66,322    |
| 15          | 62,352    | 66,976    |
| 20          | 62,802    | 67,467    |

Steps and a 1% raise will be granted for the 2021-2022 school year.

**SCHEDULE B  
READING COMMUNITY SCHOOLS  
EXTRA SERVICE**

|                                  |                  |                              |                |
|----------------------------------|------------------|------------------------------|----------------|
| 12 <sup>th</sup> Grade Advisor   | 5%               | Cheerleaders:                |                |
| 11 <sup>th</sup> Grade Advisor   | 4%               | Sideline                     | 6%             |
| 10 <sup>th</sup> Grade Advisor   | 2%               | Competitive                  | 6%             |
| 9 <sup>th</sup> Grade Advisor    | 2%               | Football:                    |                |
| 8 <sup>th</sup> Grade Advisor    | 1%               | Head Varsity                 | 12%            |
| 7 <sup>th</sup> Grade Advisor    | 1%               | Assistant Varsity            | 8% (2)         |
| *Yearbook                        | 3%               | Head Reserve/JV              | 8%             |
|                                  |                  | Assistant Reserve/JV         | 8% (2)         |
| Science Olympiad Elementary      | \$500.00         | Volleyball:                  |                |
| Quiz Bowl High School            | 1% (2)           | Varsity                      | 12%            |
| Quiz Bowl Elementary             | 1% (2)           | Reserve/JV                   | 8%             |
| National Honor Society           | 3%               | Basketball:                  |                |
| Mentor Teachers                  | See Article VIII | Varsity                      | 12%            |
| Fair Booth Committee             | 1% (2)           | Reserve/JV                   | 8%             |
| PTO Christmas Program            | 1% (2)           | Wrestling                    |                |
| Art Club                         | 3%               | Varsity                      | 12%            |
| Varsity Club                     | 4%               | Assistant Varsity            | 4%             |
| Drama (per production)           | 3%               | Track:                       |                |
| Youth in Government:             |                  | Varsity                      | 9.5%           |
| \$500 for 2019-2020              |                  | Assistant Varsity            | 4% (2)         |
| \$1,000 for 2020-2021            |                  | Baseball:                    |                |
| 3% for 2021-2022                 |                  | Varsity                      | 9.5%           |
| Clay Target Club                 |                  | Reserve/JV                   | 6%             |
| \$500 for 2019-2020              |                  | Softball:                    |                |
| \$1,000 for 2020-2021            |                  | Varsity                      | 9.5%           |
| 3% for 2021-2022                 |                  | Reserve/JV                   | 6%             |
| Band Director:                   |                  | Junior High Sports           | 4.5%           |
| Senior High:                     | 12%              | MiBLSI Instructional Coaches |                |
| Junior High:                     | 4%               | Elementary Building          | \$2,500.00 (2) |
| Core Content Committee Chair(s)  | \$325.00         | High School Building         | \$2,500.00 (2) |
| Project Management Team Chair(s) | \$325.00         |                              |                |
| Cross Country                    | 9.5%             |                              |                |

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

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

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

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