

**AGREEMENT**

**between**

**REESE BOARD OF EDUCATION**

**and**

**REESE  
PROFESSIONAL EDUCATION ASSOCIATION**

**August 27, 2011 - August 26, 2013**

**Reese Public School District  
Reese, Michigan**

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**AGREEMENT**

This Agreement, entered into this 26<sup>th</sup> day of July, 2011, by and between the Board of Education of the Reese Public School District, Reese, Michigan, hereinafter called the "Board", and the Reese Professional Education Association, Michigan Education Association, National Education Association, hereinafter called the "R.P.E.A."

**WITNESSETH**

**WHEREAS**, the Board and the R.P.E.A. recognize and declare that providing a quality education for children of the Reese School District is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service; and

**WHEREAS**, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards; and

**WHEREAS**, the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the R.P.E.A. as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment; and

**WHEREAS**, the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize;

In consideration of the following mutual covenants, it is hereby agreed as follows:

**ARTICLE I  
RECOGNITION**

- A. The Board hereby recognizes the R.P.E.A. as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all professional instructional personnel, including personnel on tenure, probation, classroom teachers, guidance counselors, librarians; but excluding supervisory and executive personnel and office and clerical employees. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the R.P.E.A. in the bargaining or negotiating unit as above defined, and reference to male teachers shall include female teachers.
- B. The Board agrees not to negotiate with any organization other than that designated as the representative pursuant to Act 379, Public Acts of 1965, for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having a grievance adjusted without intervention of the R.P.E.A. if the adjustment is not inconsistent with the terms of this Agreement, provided that the R.P.E.A. has been given the opportunity to be present at such adjustment.

- C. Each bargaining unit member shall, as a condition of employment (1) on or before thirty (30) days from the first day of active employment or the effective date of this Agreement, whichever is later, 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 directly to the Association or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477;MSA 17.277(7) and at the request of the Association, deduct the Service Fee 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 member. Money so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following the deduction.
- D. 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 to non-union 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 an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
- E. Due to certain requirements established in court decisions, the parties acknowledge that the amount of the Service 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 Service Fee by non-members shall be active no earlier than thirty (30) days following the Association's notification to non-members of the Service Fee for that given school year.
- F. Any teacher who is a member of the Association or who has applied for membership may sign and deliver to the Board an assignment authorizing deductions of membership dues in the Association including NEA and MEA. Such authorization shall continue in effect from year to year unless revoked in writing between August 1 and August 31 of any year. Pursuant to such authorization, the following method will be used to deduct such dues. The total amount of the dues shall be deducted from 20 bi-weekly pay periods and be promptly remitted to the R.P.E.A.
- G. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittances for annuities, credit union, savings bonds, charitable donations and any other plans or programs jointly approved by the Association and the Board. It is understood that the Board or an employee of the Board shall not be held liable for any error in remitting such payments.

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- H. The procedure in all cases of discharge for violation of this Article shall be as follows:
1. The Association shall notify the teacher of non-compliance 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 discharge may be filed with the Board in the event compliance is not affected.
  2. If the teacher fails to comply, the Association may file charges in writing with the Board, and shall request termination of the teacher's employment. A copy of the notice of non-compliance and proof of service shall be attached to said charge.
  3. The Board, only upon receipt of said charges and request of termination, shall conduct a due process hearing on said charges, and, to the extent that said teacher is protected by the provisions of the Michigan Tenure Teachers Act, all proceedings shall be in accordance with said Act. In the event of compliance at any time prior to discharge, charges may be withdrawn.
- I. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this Article. The Association further agrees to indemnify the Board of any damages which may be assessed against the Board as the result of said suit or action, subject however, to the following conditions:
1. The damages have not resulted from the negligence, misfeasance or malfeasance of the Board or its agents.
  2. The Association, after consultation with the Board, has the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or other tribunal.
  3. The Association has the right to choose the legal counsel to defend any such suit or action.
  4. The Association shall have the right to compromise or settle any claim made against the Board under this section.
- J. Nothing contained herein shall be construed to deny or restrict any teacher rights he/she may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere. Teachers are expected to conduct themselves in a professional manner during school hours and at extra-curricular functions.
- K. Exempt from this Article are teachers who were employed by the Reese Public Schools as of August 29, 1982, and who were not members of the Reese Professional Education Association.

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**ARTICLE II  
TEACHER RIGHTS**

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the R.P.E.A. for the purpose of engaging in collective bargaining or negotiation and other 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 Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the R.P.E.A., his/her participation in any activities of the R.P.E.A. or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceedings under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the Michigan Employment Relations Commission or a mediator from such public agency or an arbitrator appointed pursuant to the provisions of this Agreement.
- C. The R.P.E.A. and its members shall have the right to use school facilities after school during the school week for meetings, providing the facilities have not been previously scheduled and advance arrangements are made with the building administrators.
- D. The Board agrees to furnish to the R.P.E.A., upon request, all available information concerning the financial resources of the School District, tentative budgetary requirements and allocations and such other information as will assist the R.P.E.A. in developing informed and constructive programs on behalf of the teachers and their students, together with information that may be necessary for the R.P.E.A. to process any grievances or complaints. The Board shall provide such information within Ten (10) Calendar Days of the request; however, it shall not be expected to incur any additional expense in the preparation of such information.

**ARTICLE III  
BOARD RIGHTS**

- A. The Board, on its own behalf and on behalf 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 the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees while on the job;

2. To hire all employees, and subject to the provision of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, to promote and transfer all such employees;
3. To establish grades and courses of instruction, including special programs, and to provide for athletics, recreational and social events for students, all as deemed necessary or advisable by the Board;
4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials and the use of teaching aids of every kind and nature;
5. To determine class schedules, the hours of instruction and the duties, responsibilities and assignments of teachers and other employees with respect thereto, and with respect to administrative and extra-curricular activities and the terms and conditions of employment.

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 subject to the provisions of Public Act 379, 1965, and the specific provisions of this Agreement, and then only to the extent such specific provisions hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

#### ARTICLE IV PROFESSIONAL AND EDUCATION IMPROVEMENT

- A. The Board and R.P.E.A. recognize and declare that providing a quality education for the children of the Reese School District is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching staff. In furtherance of this mutual objective, teachers must constantly review curriculum content, teaching methods and teaching materials, educational philosophy and goals, social change and other topics related to the improvement of the educational quality, and although the Board has the final legal responsibility to make the decisions concerning the adoption of any changes, it agrees to give full consideration to recommendations of the teaching staff with regard to such matters.
- B. Teachers' supervision of Student Teachers shall be voluntary to every extent possible. At the same time, however, teachers recognize that active and willing participation in the training and development of qualified new teachers is a basic professional responsibility. Teachers will not be required to supervise more than one (1) student teacher per year. Supervising teachers shall receive the honorarium submitted by the College and/or University, if any for each student-teacher supervised. Teachers not wishing to use credit granted (honorarium), shall give it to a central office pool, to be disbursed by lottery to teachers who apply.

## ARTICLE V PROFESSIONAL COMPENSATION

- A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement.
- B. The salary schedule is based upon a normal weekly teaching load, as hereinafter defined, during normal teaching hours. For extra work, the teacher shall be entitled to appropriate additional professional compensation as set forth in Schedule B which is attached to and incorporated in this Agreement.
- C. A teacher engaged during the school day in negotiations on behalf of the R.P.E.A. with any representative of the Board or participating in any professional grievance negotiations, including arbitration, shall be released from regular duties without loss of salary.
- D. A teacher's rate shall be calculated using the following formula:

Salary divided by an amount equal to the number of teacher workdays negotiated into Schedule C, divided by 7.25 hours

- E. Teachers required in the course of their work to drive personal automobiles shall receive the following reimbursement per mile: at the current IRS rate.
- F. Teachers shall have the option of receiving their salary in twenty-one (21) or twenty-six (26) equal installments. Teachers on twenty-one (21) pay installments shall be expected to complete all the requirements of their contract prior to receiving their final paycheck. Teachers on twenty-six (26) pay installments shall be expected to complete all requirements of their contract prior to receiving their twenty-first (21st) paycheck. Teachers may request a change in status from twenty-six (26) to twenty-one (21) pay periods as long as the written request is submitted prior to April 1.
- G. Teachers' paychecks shall be placed in a reusable envelope and put in the teacher's mailbox by 11:00 a.m. on payday, barring emergencies.
- H. The Board shall forward credit union deductions to the Credit Union on or before each payday.
- I. Payment of all moneys other than the basic salaries as provided in Schedule A shall be made at the completion of the activity, upon approval of the supervisor to the business office.

Unfinished springtime activities will be paid, upon completion, in a separate check.

- J. Each teacher shall receive two (2) free tickets to all extra-curricular athletic events and fine arts programs held at Reese Public Schools facilities, if they are sponsored by the Reese Board of Education.



## ARTICLE VI TEACHING HOURS

A. The teachers' normal workday shall be as follows:

For the 2011-2013 School Years – Pending Future Legislation

1. Elementary School – Monday Through Friday, 7:45 a.m. to 3:24 p.m.
2. Middle School – Monday Through Friday, 7:45 a.m. to 3:24 p.m.
3. High School – Monday Through Friday, 7:41 a.m. to 3:20 p.m.

Elementary and Middle School teachers who have scheduled parent-teacher conferences shall be available until 4:15 p.m. High School teachers who have scheduled parent-teacher conferences shall be available until 4:10 p.m. The Administration shall make every reasonable effort to notify teachers in advance of parent-teacher conferences.

Otherwise the teachers' normal workday shall be as follows:

4. Elementary/Middle School - Monday through Friday, 7:55 a.m. to 3:20 p.m.

High School - Monday through Friday, 7:50 a.m. to 3:15 p.m.

Elementary and Middle School teachers who have scheduled parent-teacher conferences shall be available until 4:00 p.m. High School teachers who have scheduled parent-teacher conferences shall be available until 3:55 p.m. The Administration shall make every reasonable effort to notify teachers in advance of parent-teacher conferences.

B. During the designated teaching hours, teachers will generally be in areas where they may be contacted if needed by students, parents, teachers or administrators.

1. Preparation Period - Teachers will generally be engaged in matters pertaining to preparation for rendering professional services. This will include, but not be limited to, conferences with parents, students, administrators or counselors, preparation of lesson plans; checking audio-visual or other teaching aids; working in the professional library; or in the teachers' lounge. When a teacher finds it necessary to be out of his/her usual teaching area, during classroom hours, where he/she cannot be contacted, he/she shall obtain permission of his/her building administrator.
2. Teachers shall be excused as soon as buses leave on days preceding recesses such as Thanksgiving, Christmas, Easter, Memorial Day or other holidays designated in the school calendar.

3. **Instructional hours shall be:** For 2011-2013 school years – Pending Future Legislation  
Elementary- 7:55 a.m. through 3:14 p.m. not including thirty-five (35) minute duty-free lunch.

Middle School-7:58 a.m. through 3:10 p.m. not including thirty-five (35) minute duty-free lunch.

High School-8:00 a.m. through 3:05 p.m. not including thirty-five (35) minute duty-free lunch.

Otherwise the teachers' normal instructional hours shall be as follows:

Elementary- 8:05 a.m. through 3:10 p.m. not including thirty-five (35) minute duty-free lunch.

Middle School-8:10 a.m. through 3:05 p.m. not including thirty-five (35) minute duty-free lunch.

High School-8:10 a.m. through 2:58 p.m. not including thirty-five (35) minute duty-free lunch.

C. For 2011-2013 school years -- Pending Future Legislation -- Regular Elementary and Middle School faculty meetings may be extended to 4:15 p.m., Regular High School faculty meetings may be extended to 4:10 p.m., but not more than twelve (12) per year. District-wide faculty meetings may be extended to 4:30 p.m. and shall be scheduled at the discretion of the Superintendent. It is agreed that one (1) weeks' notification for each meeting will be given when possible. Teacher meetings scheduled by administrators on end-of-semester teacher record days shall not exceed one (1) hour as a requirement.

Otherwise: Regular Elementary and Middle School faculty meetings may be extended to 4:00 p.m., Regular High School faculty meetings may be extended to 3:50 p.m., but not more than twelve (12) per year. District-wide faculty meetings may be extended to 4:15 p.m. and shall be scheduled at the discretion of the Superintendent. It is agreed that one (1) weeks' notification for each meeting will be given when possible. Teacher meetings scheduled by administrators on end-of-semester teacher record days shall not exceed one (1) hour as a requirement.

D. The school calendar shall be in accordance with Schedule C which shall be incorporated in and made a part of this Agreement for the 2011-2013 school years – Pending Future Legislation, and will include one hundred seventy (170) student instruction days, five (5) professional development days (all staff), two (2) teacher record days (one each semester), two (2) parent conference days, and two (2) evenings for community activities other than parent conferences.

Otherwise The school calendar shall be in accordance with Schedule C which shall be incorporated in and made a part of this Agreement, and will include one hundred eighty (180) student instruction days, five (5) professional development days (all staff), two (2) teacher record days (one each semester), two (2) parent conference days, and two (2) evenings for community activities other than parent conferences.

- E. Each teacher shall be provided a duty-free uninterrupted lunch period equivalent to that of his/her students. Elementary teachers' lunch period shall be thirty-five (35) minutes in length.

## ARTICLE VII TEACHING LOADS AND ASSIGNMENTS

- A. The Board has the right to determine class schedules (Article III, Board Rights). The normal teacher load would include one preparation period for each full day equal in time to the teaching period length. The Association would be notified of possible changes in the schedule. Some of the reasons for schedule changes could be a change in the State requirements, student needs, financial hardship, etc. (This list is not intended to be all inclusive.)
1. With the exception of a preparation period, teachers may be assigned to various locations throughout the buildings at the discretion of the Board fifteen (15) minutes prior to classes beginning and ending.
  2. Secondary teachers may be assigned an additional teaching period at a rate equivalent to one (1) period of their normal teaching load. This will be avoided as much as possible unless a scheduling problem would arise.
  3. In the case where it is advantageous and beneficial to run a zero (0) hour class for students at the High School, no teacher shall be required to take that position. Any teacher who voluntarily accepts such a position shall either be compensated at their teacher rate or shall be allowed to end their work day one class hour prior to the end of the student day.
  4. Teachers in grades K-4 will not be required to have recess duty. The time established for vocal music, physical education, study skills, computers, etc. shall be used for preparation time for K-4 teachers. This time shall not be reduced to less than a forty-five (45) minutes for K-4.
- B. Since pupils are entitled to be taught by teachers who are working within their area of competence, the Board shall make every effort that teachers shall not be required to teach in areas outside the scope of their teaching certificate or their major or minor field of study.
- C. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignment in the secondary school grades will be notified and consulted by their principals as soon as practicable. Such changes will be voluntary to the extent possible. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels unless the teacher requests such change.

When vacancies occur, qualified bargaining unit members who have applied for a position will be given the opportunity to be interviewed, and be notified in writing when the position is secured or not.

- D. The Board shall make every effort to equalize teaching loads so that no High School or Middle School teacher shall be required to have more than three (3) preparations. However, when a teacher is assigned more than three (3) preparations the teacher shall be compensated Two Hundred (\$200.00) Dollars per semester. The exceptions to the above preparations shall be teachers assigned to music, physical education, industrial education, and art. Extra Prep is defined as any course that is listed under a different course name and number, has a different course description, and requires different lesson plans.
- E. The Reese Professional Education Association and the Reese Board of Education agree that it is the responsibility of all staff to be knowledgeable of changes in the law that have an affect on their position. Because of the critical nature of compliance with the law, notification concerning changes in the law will be shared between the Association and the Board.

### ARTICLE VIII TEACHING CONDITIONS

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

- A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be held to the following maximum wherever possible. Such maximums will not be applicable if in violation of PL 94-142 regarding the mainstream of students.
1. Kindergarten through first grade - 25 pupils
  2. Elementary school grades - 30 pupils
  3. Special Education classes - State rules and regulations
  4. Secondary school classes - 30 pupils
  5. Physical Education, Band, Music and Drama classes may have larger numbers of pupils assigned than the maximum indicated above.
  6. Special education students will be leveled into regular education classes wherever possible. Upon request, teacher may review the leveling process with the special education staff and principal. An exception will be made if a classroom aide is available.
- B. Substitute teachers shall be hired whenever possible to take the classes of an absent teacher. If a substitute is not available, a secondary teacher may be required to fill in and shall be compensated in addition to his/her base salary at a rate as defined in Article V, Section D.

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- C. The Administration may select acceptable volunteers from the teachers who apply for supervision of bus loading at One Dollar and Fifty Cents (\$1.50) per day. If acceptable volunteers are not found, the Administration has the right to assign the number of teachers necessary to perform such duty.
- D. Under no conditions shall a teacher be required to drive a school bus as part of his/her regular assignment.
- E. The Board, whenever practicable, shall make available in each school adequate restroom and lavatory facilities separate and apart from student facilities, a work room and materials center and a room adequate in size and appropriately furnished, which shall be reserved for use as a faculty lounge.
- F. Staff meetings shall not be held during lunch periods except that in case of emergency such meetings may be called with permission of the administration.
- G. Adequate parking facilities shall be made available to teachers' use during school hours.
- H. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship as defined by law, and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board except as it may affect the employment of the teacher.
- I. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status or membership in or association with the activities of any legal employee organization. The Board and the R.P.E.A. pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of education opportunity to all pupils.
- J. The Board will provide an attendant at all school functions open to the public where admission is charged. No teacher shall be required to serve in such capacity, nor shall any teacher be required to patrol parking lots or other area outside school buildings during such functions.
- K. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools, and the Board undertakes promptly to implement all joint decisions thereon made by its representatives and the R.P.E.A.
- L. The Board agrees at all times to keep the schools reasonably clean and properly equipped.
- M. When teachers chaperone spectator buses, the following conditions of employment shall prevail:

1. One (1) teacher shall be designated as being in charge of each bus and shall be responsible for the maintenance of reasonable discipline among the student passengers.
  2. The teacher shall be in charge only from the time that he/she shall admit students to the bus and until twenty (20) minutes after students are dismissed from the bus upon return to school.
  3. Teacher liability shall be in accordance with Article X, B, of this Agreement.
- N. Teachers shall not be required to supervise noon playground activities.
- O. Teachers assigned to an extra period of instruction who do not receive a preparation period shall be compensated an additional fraction of their base salary as provided in Schedule A. It is agreed that at the beginning of the school year, before the first pay period, the district and the RPEA need to determine the number of teaching class periods to base the extra period of instruction for each of the buildings.
- P. In the event of conflicting supervisory directives to a teacher who has responsibilities in more than one (1) building, the teacher will follow the directive of the building supervisor in whose building he/she is assigned for a greater amount of time.

#### ARTICLE IX LEAVES OF ABSENCE

- A. All teachers absent from duty on account of personal illness, disability, or any other approved reason shall be allowed full pay for a total of eight (8) days' absence in any school year.
- If the school year is extended beyond 170 student days, 2 sick days will be added for a total of ten (10).
- B. Teachers who become disabled, including disabilities arising from pregnancy and childbirth, must provide the Board with a doctor's statement certifying that they are unable to work in order to be eligible to receive sick leave days.
- C. Each teacher will begin each school year with those accumulated sick days presently credited to the teacher according to school records, and the additional days per Article IX Section A shall be credited to the teacher at the time of reporting for work. Unused sick leave shall accumulate to a maximum of one hundred sixty (160) days.
- D. At the beginning of the school year, the Board shall furnish each teacher with a statement of accumulated sick days.

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- E. At the beginning of each year, each teacher shall be credited with four (4) days to be used for personal business. Unused personal business days shall accumulate as unused sick days. If more than four (4) days for personal business is approved by the Superintendent, these additional days will be deducted from sick leave.
- F. Leaves of absence with pay, deducted from the teacher's allowance shall be granted for the following reasons:
1. Ten (10) days for illness in family or like emergency. Upon the eleventh (11th) day for family illness a doctor's slip must be presented for use of a sick day.
  2. One (1) day for attendance at the school graduation of a son, daughter, husband or wife. Additional travel time may be granted if prior approval of the Superintendent is obtained.
  3. Time necessary for the conduct of personal affairs which cannot normally be handled outside school hours. Four (4) days with pay to be used at the discretion of the teacher, and additional time may be granted at the discretion of the Superintendent. Under this provision these four (4) days cannot be taken immediately preceding or following a scheduled recess. In an emergency, personal day(s) may be granted by the Superintendent or his/her designee when preceding or following a scheduled recess. Additionally, in an emergency situation and upon unanimous agreement, in writing, of the teacher, Union President and the Superintendent, teachers may be allowed to borrow up to two (2) personal days from the next school year. Teachers may not use the borrowing clause two (2) years in a row. Teachers must provide the administration with at least forty-eight (48) hours advance notice, except for emergencies. Not more than seven (7) teachers shall be granted time off for the conduct of personal affairs on the same day, unless specific written approval has been granted by the Superintendent.
  4. Time necessary for attendance at the funeral services of a person whose relationship to the teacher warrants such attendance.
- G. Leaves of absence with pay, not deductible from the teacher's allowance, shall be granted for the following reasons:
1. A maximum of five (5) calendar days for the first event in one school year and three (3) calendar days for additional event within a contract year for death in the immediate family.  
Definition of employee's immediate family: The employee's immediate family shall be interpreted as including: spouse, child, step-child, father, mother, sister, brother, grandfather, grandmother, grandchild, mother-in-law and father-in-law, and Step Parents and Step Parent In-laws
  2. Absence when a teacher is called for jury duty.
  3. Time necessary for the attendance at educational conferences where such attendance is requested by the Administration. Travel pay and other expenses incidental to such conferences shall be paid by the Board.

4. Court appearances as a witness in any case connected with the teacher's employment or the school or whenever the teacher is subpoenaed to attend any proceedings.
  5. At least two (2) days for attendance at educational conferences may be approved by the Board. Travel pay and other expenses incidental to such conferences shall be paid by the Board if approval is obtained in advance.
- H. Teachers who have been employed continuously in the system for seven (7) years or longer may be granted a sabbatical leave at the discretion of the Board for one (1) year. During the sabbatical leave, the teacher is considered to be in the employ of the Board and will be paid one-half (1/2) of his/her base salary and all insurance benefits in effect.
- I. Absence due to injury or illness covered by Worker's Compensation incurred in the course of the employee's employment shall be charged against the employee's personal sick leave for the first seven (7) works days of such absence. Following this period, the employee may choose "1", "2" or "3" below.
1. Continue to use sick days at 100% of your salary until exhausted and then go on Workman's comp. if still needed.
  2. Personal accumulated sick leave days shall be made available to the injured employee during the period he/she is unable to work as a result of an accident. If the employee chooses this option of using sick leave days, his/her Worker's Compensation benefits shall be supplemented by school funds to give the employee the equivalent of his/her regular daily rate. The employee's personal accumulated sick leave would be charged in one-half (1/2) day increments for each day off. The employee would continue to draw a regular bi-weekly pay check until he/she has exhausted his/her accumulated sick leave.
  3. An employee eligible for Worker's Compensation benefits will receive those benefits provided in accordance with the act exclusively.

\*\*You are required to pick one way by the 7th day and you will not be able to change during the course of the time.



## ARTICLE X INSURANCE PROTECTION

The employer shall provide to the bargaining unit member HealthPlus PPO Custom HRA Wrap with Riders listed for a full twelve (12) month period for the bargaining unit member and his/her entire family for a total cost of \$0.00 for the 2011-12 school year and \$1140.75 (through section 125 pre-tax plan) for the 2012-13 school year. The Employer shall sign an employer participation agreement. Bargaining unit members not electing Plan A will select Plan B. The coverage for Plan A shall be:

Plan A: HealthPlus PPO Custom HRA Wrap with Riders \$4000/\$8000 deductible (paid for by district through the TPA listed below), \$10/\$20 Rx with \$250/500 deductible (paid for by district through the TPA listed below); underwritten by Underwriter 3 through the Zimmer & Associates Agency and with AmeraPlan as the Third Party Administrator. Riders included are: Prescription Drug (ACD1020), Chiropractic (CHD38XT), Hearing Aid (HEARD35), Family Continuation (covering dependent children through midnight of calendar year after turning 26) and Private Home Health (PRVDED). In addition, the following requirements need to be met:

- No changes can be made to above policy without written agreement between RPEA and Reese Public Schools
- The information given to Reese Public Schools concerning members and family members using HealthPlus from the TPA AmeraPlan will be given using anonymous ID numbers and not attached to any information that can allow district to see where or how much money is used by an individual member.
- The TPA Ameraplan \$4000/8000 deductibles paid by the district will cover items such as wigs for medical reasons, orthotics, etc. that were previously covered and with documentation of guidelines/rules MESSA used to cover based on the Aug. 2011 MESSA Choices II plan.
- Long Term Disability coverage by Kansas City Life
- For all members that qualify for LTD, Reese Public Schools will continue coverage of HealthPlus as stated for two full years.
- Any dental coverage previously covered by Delta that is not by Blue Cross/Blue Shield will be covered by TPA.

LTD 66 2/3  
90 calendar day wait  
\$4,000 monthly maximum  
Alc/drug and mental nervous same as any other illness  
Social Security freeze/COLA

Blue Cross/Blue Shield  
Class I, Class II, Class III; 80/80/80  
(\$2,200 in all classes)  
Ortho (\$2,200)  
Life: \$35,000 w/AD&D  
Companion Vision (Eyemed)

The district will create a "wellness" plan. The district is expecting a savings of \$260,000.00 for changing insurance companies for the staff covered by the RPEA agreement at the end of the 2011-2012 year. If there are any additional savings above this amount, the district will spread equally among the insured under Plan A fifty percent of the additional savings amount. This amount will be paid to the staff covered under Plan A in a separate check within 90 days of the

insurance renewal date.

Plan B:

LTD Same as Plan A  
 Blue Cross/Blue Shield  
 Class I, Class II, Class III; 50/50/50  
 (\$1,800 in all classes)  
 Ortho (\$1,800)  
 Life: \$40,000 w/AD&D  
 Companion Vision (Eyemed)  
 T.S.A. \$425/month --This will be pro-rated for part-time employees based  
 on Article VIII Section P

- B. The Board will provide without cost to the teacher public liability and accident coverage in an amount of not less than One Million (\$1,000,000) Dollars for each accident during the course of the teacher's employment in the curricular and extra-curricular activities of the school.
- C. The Board shall adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. The cash amount may be applied through a Salary Reduction Agreement by the bargaining unit member towards an MEA Financial Services Tax Deferred Annuity or other Association and Board approved annuities.

#### ARTICLE XI TEACHER EVALUATION

- A. All monitoring or observation of work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems and similar surveillance devices shall be strictly prohibited.
- B. Each teacher shall have the right upon request to review the contents of his/her own personnel file. A representative of the R.P.E.A. may be requested to accompany the teacher in such review. A copy of any material placed in the teacher's personnel file shall be furnished to that teacher at the time of its placement in the file. Additional copies may be furnished at the discretion of the Administration. The immediate supervisor or his/her designee may be present during such review.
- C. A teacher shall at all times be entitled to have present a representative of the R.P.E.A. when he/she is being reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional performance. Where the Board contemplates any final action against a teacher for such conduct, the R.P.E.A. shall first be notified in writing.

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- D. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance or violation of professional ethics asserted by the Board or representatives thereof shall be subject to the professional grievance negotiations procedure as hereinafter set forth. The evaluation and/or dismissal of a probationary teacher is not subject to the provisions of Article XIV, Professional Grievance Procedure. In addition, the demotion and/or dismissal of the tenure teacher is not subject to the provisions of Article XIV, Professional Grievance Procedure, if the teacher involved elects to appeal such action to the Tenure Commission.
- E. The Teacher evaluation report form shall contain a space for teacher comments following each item of evaluation and a space for general comments by the teacher being evaluated. Each teacher shall be given an opportunity to make and place on his/her report form his/her comments prior to said report being rendered to the Superintendent and the Board. The teacher shall be given a period of five (5) school days in which to enter such comments.
- F. The Superintendent shall administer a program of evaluation for all employees which shall be directed toward helping them succeed in their respective appointments.
- G. Refer to Appendix A for formal evaluation forms and terms.
- H. Should an employee feel that he/she has been misjudged in any evaluation, he/she may present his/her case in writing and/or in person to the Superintendent. The teacher may request other persons to appear on his/her behalf.
- I. Teacher evaluation procedures shall be subject to the new rules and regulations promulgated by the teacher tenure law.
- J. Two (2) written formal evaluations sixty (60) days apart for all probationary teachers. (One per semester.)
- K. Principals will complete the evaluation process for all employees on or before April 15.

## ARTICLE XII PROTECTION OF TEACHERS

- A. Since the teacher's authority and effectiveness in his/her classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students nor to be charged with the responsibility for psychotherapy. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.

- B. Any cases of assault upon a teacher or his/her property related to his/her employment shall be reported promptly to the Board or its designated representative for appropriate action. The Board will provide counsel and render all necessary assistance to the teacher in his/her defense.
- C. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher if the teacher's action is justified.
- D. The Board will reimburse the teacher for any loss, damage or destruction of clothing or personal property of the teacher occurring in connection with the incident mentioned in this Article. If the teacher is injured while in the line of duty, the Board will pay for any necessary medical, surgical or hospital care which is not covered by Worker's Compensation, insurance carried by said teacher or any other insurance carried by the Board. A letter from the teacher's insurer denying a claim shall be sufficient evidence of said insurer's refusal to pay the claim. The Board may require the right to be subrogated to the teacher's claim before making any payment thereon.
- E. Any complaints by a parent or a student directed toward a teacher shall be called promptly to the teacher's attention.
- F. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property but shall not be individually liable, except in the case of gross negligence or gross neglect of duty for any damage or loss to person or property.
- G. Once a FOIA (Freedom of Information Act) request is received by the Superintendent, the involved bargaining unit member(s) and the association President shall be notified. Time will be allowed for personnel to review files before release of information within the constraints of the law.

### ARTICLE XIII REDUCTION IN PERSONNEL

- A. It is hereby recognized that it is within the sole discretion of the Board of Education to reduce the education program, curriculum and staff.
- B. In the event of a reduction of personnel, the Board shall determine the positions to be preserved in the following areas:
  - 1. K-8 Grades
  - 2. 6-12 Grades
- C. Teachers shall be assigned to the positions in K-8 based upon certification, highly qualified status and seniority.
- D. Teachers shall be assigned to the positions in 6-12 based upon certification, majors or minors, highly qualified status and seniority.

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- E. Seniority shall be defined as all years of professional teaching experience with the Reese Public Schools.
- F. Teachers who are laid off will remain on the seniority list at their hire date. The district will keep a laid off teacher on the recall list for 3 years. Teachers shall be recalled to vacant positions that must be filled as determined by the Board in the inverse order of their layoff prior to the appointment of new personnel providing they possess the necessary qualifications as provided in the foregoing paragraphs.

#### **ARTICLE XIV PROFESSIONAL GRIEVANCE PROCEDURE**

**A. DEFINITION:**

1. A grievance shall mean a complaint by a teacher in the bargaining unit that there has been a violation, misinterpretation or inequitable application of a specific provision of this Agreement.

**B. PROCEDURE:**

1. The teacher who feels that he/she has a grievance must first take the matter up verbally with the Principal of the school (within five (5) working days following the act or condition which is the basis of his/her grievance), who will attempt to resolve it with him/her.
2. If the Principal fails to resolve the grievance within five (5) working days from the date of the verbal presentation, the teacher shall have ten (10) working days to reduce the grievance to writing from the date of the verbal presentation, specifying the section of the contract he/she alleges is violated, the events that caused the alleged violation and the remedy he/she seeks.
3. Within five (5) working days of receipt of the written grievance, the Principal shall attempt to arrange a conference with the view of satisfactorily resolving the grievance. At the time of conference, the teacher may appear personally or he/she may be represented by the R.P.E.A. representative or both. Such conference shall be scheduled at a time when there is no disruption of normal school routine and duties of the teacher.
4. Within five (5) working days from the date of the conference, or longer if mutually agreed to, the Principal shall answer such grievance in writing.
5. If the grievance is not appealed within five (5) working days, the Principal's decision will be final.
6. If the R.P.E.A. does not accept the Principal's answer, the grievance may be appealed to the Superintendent of Schools by sending a written notice with a copy of the grievance to him/her within five (5) working days from the date of the Principal's decision.

7. Within ten (10) working days of receipt of the appeal, the Superintendent or his/her designated representative will arrange for a conference to satisfactorily resolve the grievance. Such conference normally shall be scheduled at a time when there is no disruption of normal school routine and duties of the teachers.
8. Within ten (10) working days from the date of the conference, or longer if mutually agreed to, the Superintendent or his/her designated representative shall answer such grievance in writing.
9. Such answer shall be final and binding unless appealed to the next step within five (5) working days from the date of the decision.
10. If the grievance is not settled at the preceding step, it may be appealed to the Board by sending such notice and a copy of the grievance to the Secretary of the Board within five (5) working days from the date of the Superintendent's or his/her designated representative's answer.
11. Within ten (10) working days from the date of the appeal, the Board or its designated representative will arrange for a conference to resolve the grievance. Such conference normally shall be scheduled at a time when there is no disruption of normal school routine and duties of the teachers.
12. Within ten (10) working days from the date of the conference, or longer if mutually agreed to, the Board and its designated representative shall answer such grievance in writing.
13. Such answer shall be final and binding unless appealed to the next step within ten (10) working days from the date of the decision.
14. If the grievance is not settled at the preceding step, it may be submitted to arbitration by an impartial Arbitrator and written notice setting forth specifically the nature of the grievance to be arbitrated must be sent to the Secretary of the Board. In the event the parties are unable to agree upon an Arbitrator within ten (10) working days from the date of appeal, the American Arbitration Association will be asked to submit a panel of five (5) arbitrators. Upon receipt of the list, the R.P.E.A. will first strike two (2) names, then the Board will strike two (2) names. The remaining person shall be the Arbitrator, provided within thirty (30) days of notice of his/her appointment, the Arbitrator accepts and schedules a date for a hearing in the matter which he/she is to decide. If the Arbitrator does not so accept and schedules a hearing as above provided, the American Arbitration Association will again be requested to immediately submit a list of five (5) names and the above procedure for selecting an Arbitrator from the panel will be followed.

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15. This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the Arbitrator in the same manner as other collective bargaining agreements. The function and purpose of the Arbitrator is to determine disputed interpretation of terms actually found in the Agreement or to determine disputed facts upon which the application of the Agreement depends. The Arbitrator shall, therefore, not have authority nor shall he/she consider it his/her function to include the decision of any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The Arbitrator shall not give any decision which in practical or actual effect modifies, revises, detracts from or adds to any of the terms or provisions of this Agreement. Past practice of the parties in interpreting or applying terms of this Agreement can be relevant evidence, but may not be used so as to justify or result in what is in effect a modification (whether by addition or deletion) of written terms of the Agreement. The Arbitrator has no obligation or function to render a decision or not to render a decision merely because in his/her opinion such decision is fair or equitable or because in his/her opinion it is unfair or inequitable.
16. If either party shall claim before the Arbitrator that a particular grievance fails to meet the tests of arbitrability as the same are set forth in this Article (Professional Grievance Procedure), the Arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits. The Arbitrator shall have the authority to determine whether he/she will hear the case on its merits at the same hearing in which the jurisdictional question is presented.
- In any case where the Arbitrator determines that such grievance fails to meet said test of arbitrability, he/she shall refer the case back to the parties without a recommendation on the merits.
17. Unless expressly agreed to by the parties in writing, the Arbitrator is limited to hearing one (1) grievance, including its arbitrability, at any one (1) hearing upon its merits.
18. All cases shall be presented to the Arbitrator in the form of a written brief prepared by each party setting forth the facts and its position and the arguments in support thereof. The Arbitrator may make such investigation as he/she deems proper and may at his/her option hold a public hearing and examine all such witnesses and make a record of all such proceedings. Within thirty (30) days after the close of the hearing or the date established for filing Post Hearing Briefs, if so desired by either party, the Arbitrator shall issue his/her decision which shall be final and binding upon the parties.
19. The fees and expenses of the Arbitrator, cost of transcript (if one is requested by the Arbitrator), and hearing room shall be shared equally by the parties.

20. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to 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.
21. If an individual teacher has a personal complaint which he/she desires to discuss with a supervisor, he/she is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the R.P.E.A. and opportunity for a R.P.E.A. representative to be present. Nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interest of the teacher shall be the sole responsibility of the R.P.E.A.

#### **ARTICLE XV NO STRIKE**

The R.P.E.A. and the Board recognize that strikes and other forms of work stoppages by teachers are contrary to law and public policy. The R.P.E.A. and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The R.P.E.A., therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone, nor shall any teacher take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system during the term of this Agreement. Failure or refusal on the part of any teacher to comply with the provisions of this Article shall be cause for whatever reasonable disciplinary action is deemed necessary by the Board.

#### **ARTICLE XVI ACT OF GOD DAYS**

The Michigan Department of Education and the Michigan State Legislature requires the make up of some Act of God days and the parties agree that teachers will receive their regular pay for days which are canceled, but shall work on the required rescheduled days with no additional compensation. Provided, however, the following procedures shall apply:

- A. The parties agree to meet in an effort to mutually agree on when any make up days would occur. In the event they are unable to agree, the days will be added on to the end of the calendar set forth in Schedule C.
- B. Should an instructional day be rescheduled and insufficient students attend to count it as a day of instruction, teachers will not be obligated to attend a subsequent rescheduling of instructional days.



- C. It is understood and agreed that in the event that 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, the teacher may:
1. Use his/her personal days;
  2. Use his/her sick days; or
  3. Apply for unpaid leave time.

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 storms, fires, epidemics, or health conditions, it is agreed that the following school closing provisions shall become effective immediately:

When conditions not within the control of school authorities, such as due to severe storms, fires, epidemics, or health conditions, or an Employer directive, shall result 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 lost due to school closing under the foregoing circumstances shall not be rescheduled.

It is hereby understood and agreed between the Reese Professional Education Association and the Reese Public Schools that teachers shall make up "Act of God" days beyond the first two (2) in accordance with the contract without additional compensation. However, if it becomes the case where the District will suffer no loss of state aid from the State of Michigan if the days are not made up, then those additional days will not be required.

## ARTICLE XVII MISCELLANEOUS PROVISIONS

- A. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they shall call before 7:00 a.m. to report 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 R.P.E.A. shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof and the Board recognizes the Code of Ethics of the Education Profession is considered by the R.P.E.A. and its members to define acceptable criteria of professional behavior.
- C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

- D. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.
- E. If any provision of this Agreement or application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

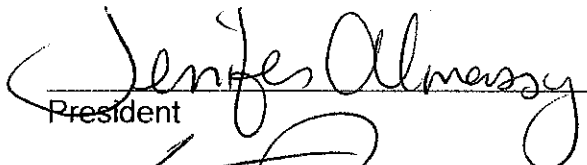
**F. VACANCIES, PROMOTIONS AND TRANSFERS**

1. Appointments to vacancies or new positions within the bargaining unit.
  - a. Whenever a vacancy occurs in a position within the bargaining unit, or a new professional position is created within said unit, and said vacancy or position is to be filled on a permanent basis, the Board shall give written notice thereof to the President of the R.P.E.A. Classroom and summer teaching vacancies which occur during the school year shall be posted in the teacher's lounge in each school building. Such notice of the vacancy must be within thirty (30) calendar days. No permanent appointment to such position shall be made until twelve (12) calendar days have elapsed following giving of said notice to the R.P.E.A. President. Nothing herein shall prevent the Board from making temporary assignments of personnel to fill the position, but said temporary assignment shall not extend beyond the balance of the school year. The Board shall not be limited to its selection of personnel to permanently hold the position to applicants from within the unit or to the person temporarily assigned to the position, nor shall it be required to make the permanent appointment before the termination of the school year in which the vacancy occurs or the position is created.
  - b. Teachers who desire to apply for such vacant position shall file their application in writing with the Superintendent. Such vacancy shall be filled by the Board on the basis of fitness for the position as determined by the Administration.
2. Promotion to vacancies or new positions outside the bargaining unit.
  - a. Whenever a vacancy occurs in any supervisory, administrative or executive position outside the bargaining unit, or a new position of like nature is created outside of said unit, and said vacancy or position is to be filled on a permanent basis, the Board shall give written notice thereof to the President of the R.P.E.A.
  - b. Teachers who desire to apply for the position shall file their applications in writing with the Superintendent. The Board shall consider all applications and shall make the permanent appointment as soon as is practicable. It is recognized that the right of selection of personnel to fill said position remains entirely within the discretion of the Board.

This Agreement will be in effect from August 27, 2011, until August 26, 2013. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date so indicated.

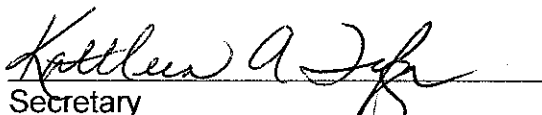
**REESE PROFESSIONAL EDUCATION  
ASSOCIATION**

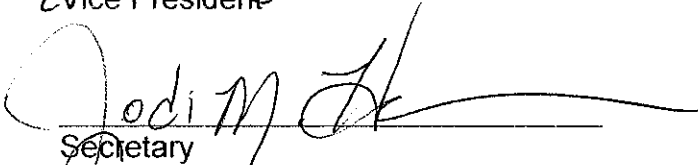
**REESE BOARD OF EDUCATION**

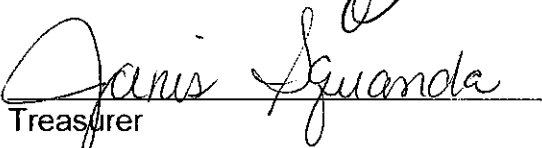
  
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President

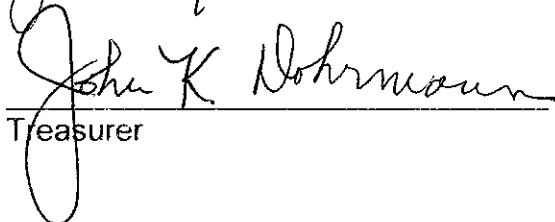
  
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President

  
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Vice President

  
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Secretary

  
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Secretary

  
\_\_\_\_\_  
Treasurer

  
\_\_\_\_\_  
Treasurer

Dated this 26<sup>th</sup> day of August 2011.

**SCHEDULE A**

1. The following shall be the schedule of basic teacher's salaries:

<b>0% 2011-2013 SALARY SCHEDULE (Frozen at 2010-11 Step)</b>				
<b>YEARLY STEP</b>	<b>BACHELOR'S DEGREE</b>	<b>BACHELOR'S PLUS 20</b>	<b>MASTER'S DEGREE</b>	<b>MASTER'S PLUS 30</b>
1	35,286	36,457	37,630	39,466
2	37,630	38,965	40,306	42,142
3	39,299	40,808	42,142	43,983
4	40,971	42,477	43,983	45,822
5	42,644	44,316	45,822	47,660
6	44,316	45,990	47,660	49,668
7	45,990	47,828	49,667	51,508
8	47,660	49,668	51,506	53,348
9	49,838	51,845	53,848	55,688
10	51,508	53,681	55,688	57,694
11	53,681	55,856	58,029	59,870
12	55,856	58,029	60,204	62,378
13	57,529	59,870	62,044	64,217

2. Credit for experience outside the school system shall be evaluated by the Board and credit shall be allowed whenever the prior service of the teacher is deemed satisfactory. Full credit shall be given for the first five (5) years of out-of-state experience or full credit shall be given for the first seven (7) years of in-state experience. The Board reserves the right to grant additional years of experience to newly hired teachers.
3. Increments become effective September 1st of each year and advancement under the salary schedule shall be automatic as of September 1st or February 1st following completion of required academic or professional courses.
4. Newly-hired teachers without a teaching certificate shall not advance on the pay scale until such teacher's certification requirements are fulfilled. Required initial teaching certification or credits used to update expired initial certification shall not be used to advance on the salary schedule for teachers hired beginning with the 2001-2002 school year.
5. Teachers employed for less than a full teaching load shall be paid on a pro-rated basis in accordance with the pay schedules established in this Agreement. Part-time employees shall receive pro-rated PAK A or PAK B fully Board paid.
6. Personnel employed as Special Education Teachers shall be paid an additional Three Hundred Fifty (\$350.00) Dollars above their placement on the Schedule.

7. All personnel employed as substitutes shall be paid Thirty (\$30.00) Dollars per diem unless continuously employed in an excess of five (5) consecutive working days at which time they shall be paid Thirty-One (\$31.00) Dollars per diem.
8. Teachers employed as Summer School Instructors, Community Recreation Instructors or Adult Education Instructors shall be compensated at the following rate, which will correspond with percent on Schedule A each year: \$23.04 per hour for 2011-2013. Those employed as Driver Education Instructors shall be compensated at the following rate, which will correspond with percent on Schedule A each year: \$23.14 per hour for 2011-2013
9. Upon retirement from the Reese Public Schools and upon leaving the system, the teacher shall be paid \$45.00 for each unused sick day up to 150. Such payment shall be made in a lump sum with the final pay.
10. Teachers will be paid Summer School Instructors rate for supervision of Saturday School and building wide after school detention programs of no more than two (2) days per week.
11. A full time B4K teacher will constitute an employee whose program runs one week late from the start of school and releases students one week earlier than regular K-12 programs and will be considered a full-time employee.
12. Longevity Steps: All teachers shall receive additional salary as a longevity payment, beginning with their twenty-sixth (26th) year and each year thereafter, in the amount of \$850.00 each year.
13. Elementary Teacher volunteers will be paid at the hourly Summer School Instructors rate for 10 minute of recess supervision which is 1/6 of the Summer School Instructor rate.

**SCHEDULE B**

1. If offered, the following shall be the schedule of payment for extra-curricular activities. A stepped pay scale for continuous experience in all Schedule B positions, including movement within the same sport (boys & girls).

1-3 years experience - base pay of the coaching position

4-6 years experience - base pay of the coaching position + 5% of base of coaching position

7+ years experience - base pay of the coaching position + 7% of base of coaching position

ATHLETICS								2011- 2013	Base + 5%	Base + 7%
<b>HEAD COACH</b>								1-3 yrs	4-6 Yrs	7+ yrs
	Football						4,182	4,392	4,475	
	J.V. Football						2,783	2,922	2,978	
	Freshman Football						2,399	2,519	2,567	
	Basketball						4,182	4,392	4,475	
	J.V. Basketball						2,783	2,922	2,978	
	Freshman Basketball						2,353	2,471	2,518	
	Baseball						3,580	3,759	3,830	
	JV Baseball						2,783	2,922	2,978	
	Track						3,580	3,759	3,830	
	Cross Country						2,588	2,717	2,769	
	Tennis						2,588	2,717	2,769	
	Golf						2,588	2,717	2,769	
<b>ASSISTANT COACH</b>										
	Football						2,836	2,978	3,034	
	J.V. Football						2,719	2,854	2,909	
	Freshman Football						2,353	2,471	2,518	
	Assistant Track						2,428	2,549	2,598	
<b>Athletic Director</b>										
	Athletic Director						4,182	4,392	4,475	
	Assistant Athletic Director						3,054	3,207	3,268	
	Dean of Students						3,000	3,150	3,210	

								2011- 2013	Base + 5%	Base + 7%
<b>GIRLS' ATHLETICS</b>										
	Varsity Basketball							4,182	4,392	4,475
	JV Basketball							2,783	2,922	2,978
	Freshman Basketball							2,353	2,471	2,518
	Volleyball							3,580	3,759	3,830
	J.V. Volleyball							2,783	2,922	2,978
	Freshman Volleyball							2,353	2,471	2,518
	Softball							3,580	3,759	3,830
	J.V. Softball							2,783	2,922	2,978
	Track							3,580	3,759	3,830
<b>ASSISTANT COACH</b>										
	Assistant Track							2,428	2,549	2,598
<b>CHEERLEADING</b>										
	Varsity & J.V.							2,890	3,034	3,092
	7th and 8th Grade							1,471	1,545	1,574
	9th Grade							1,471	1,545	1,574
<b>ATHLETICS</b>										
<b>MIDDLE SCHOOL SPORTS</b>										
	Football							2,029	2,130	2,171
	Basketball (2) Boys							2,029	2,130	2,171
	Basketball (2) Girls							2,029	2,130	2,171
	Track (2) Girls & Boys							2,029	2,130	2,171
	Cross Country							2,029	2,130	2,171
	7th Grade Volleyball							2,029	2,130	2,171
	8th Grade Volleyball							2,029	2,130	2,171
	Intramurals							434	455	464
<b>PEP CLUB</b>										
								294	308	314

							2011- 2013	Base + 5%	Base + 7%
<b>NON-ATHLETIC ACTIVITIES</b>									
	School Play						1,291	1,356	1,382
	Yearbook Advisor						1,041	1,093	1,113
	Band Director						3,045	3,197	3,258
	FFA						2,403	2,524	2,572
	Co-op Program						1,161	1,219	1,242
	SADD Advisor						735	772	787
	SST Advisor						735	772	787
	Play Assistant						1,021	1,072	1,093
	Mentors						510	536	546
	Drumline Club						1,082	1,136	1,158
	Jazz Band Club						1,082	1,136	1,158
<b>CLASS ADVISORS</b>									
	12th Grade						941	988	1,006
	11th Grade						941	988	1,006
	10th Grade						735	772	787
	9th Grade						735	772	787
	8th Grade						557	585	596
	7th Grade						557	585	596
<b>DEPARTMENT CHAIR PERSON</b>									
	Math						933	980	999
	Science						933	980	999
	English						933	980	999
	Social Studies						933	980	999
	Drivers Education						735	772	787
	Vocal Music						2,230	2,341	2,386
	Honor Society						933	980	999
	Modern Dance						1,314	1,380	1,406
	Debate						1,293	1,358	1,384



								2011- 2013	Base + 5%	Base + 7%
Forensics								1,293	1,358	1,384
Outdoor Club Advisor								735	772	787
Second Outdoor Club Advisor								684	719	732
HS Student Council Adv.								1,406	1,476	1,504
Computer Club Advisor								735	772	787
<b>ATHLETICS</b>										
<b>ELEMENTARY SCHOOL</b>										
	Special Programs							1,787	1,877	1,912
	ITIP							684	719	732
	4th Grade Camp							890	934	952
<b>MIDDLE SCHOOL</b>										
	Academic Track - Head							1,369	1,437	1,465
	Academic Track - Asst.							684	719	732
	Student Council							684	719	732
	Yearbook							816	857	873

3. The Administration may appoint Department Chair Person at the Middle and Elementary levels in the following areas: 1) Mathematics; 2) Science; 3) Social Studies; 4) English. If these are offered, remuneration shall be as listed in the extracurricular section of this contract. The Administration shall appoint Department Chair Persons at the High School level in the following areas: 1) Mathematics; 2) Science; 3) Social Studies; 4) English. THESE POSITIONS ARE NOT AVAILABLE IF CURRICULUM COUNCIL IS IN PLACE.

Curriculum Council at \$1000 per person: Grades 9-12 representatives (1 from each of the following subject areas: English, Math, Science and Social Studies). Grades 6-8 representatives (1 from each of the following subject areas: English, Math, Science and Social Studies). Grades K-5 representatives (1 from each of the following subject areas: English, Math, Science and Social Studies). One Special Coordinator Grades K-12 (Art, Music, Industrial Arts, Computers, Physical Education, and Foreign Language), and one Special Education Teacher

4. No teacher shall be required to participate in extracurricular activities as a condition of employment except for Student Council at the Middle School and High School, and the High School Class Advisors. Teachers may volunteer out of rotation for these positions. Upon completion of their term, they would go to the bottom of the rotation list. In the event there are an insufficient number of applicants for these positions, the District can appoint a staff member to these positions on a rotating basis. Whenever possible, a combination of one Fall and one Winter coach shall be appointed as one position. A rotational list will be established in both buildings. New staff and those completing their term will be added to the bottom of the list in their respective buildings. No teacher will be required to perform more than one (1) involuntary extra-curricular assignment.
5. Teachers who qualify for advancement in pay by additional class hours or degrees shall be paid on the new salary tract effective with the first pay period of the school year if satisfactory evidence is presented to the Board by August 15 and effective with the first pay period of the second semester if satisfactory evidence is presented to the Board by January 5.
6. The programs and distribution of funds for special programs at the Elementary School are to be determined by an elementary committee made up of teachers and administrators. Guidelines shall be followed as stated in Grievance 94-5 with special addendum for 94-95 school year.
  1. Special Projects are to be flexible; meaning they can change from year to year.
  2. A committee will be formed that shall include the participation of teachers from each grade level from the elementary and the Principal. This committee by majority decision will make a recommendation to the Principal regarding projects and payment. The Principal will consider the committee's recommendation before making a final decision.
  3. A plan will be developed for "Special Projects" for the up coming year; such as, Project Success, 4th Grade Camp, Math Theme, Science Theme, Social Studies Theme Projects, etc... All project ideas in which teachers wish to be reimbursed must be submitted by May 1st, and include the following: 1. # of students in building affected. 2. Outline of project including any materials cost. 3. Estimated hours - start to finish.
- 3a. All approved projects will be posted by the end of May.
4. Late project proposals must be brought to the Principal for approval before being submitted to the committee.

**SCHEDULE C**

170 Student Instructional Days  
5 Professional Development Days\*  
175 Teacher Work Days

2011-2012 CALENDAR	
August 31 & September 1, 2011	Professional Development Days
September 6, 2011	Classes Begin
October 28, 2011	Marking Period 1 Ends
October 31, 2011	Professional Development
November 7, 8, 9, 2011	Conferences
November 23, 2011	Conference Release Day
November 24 & 25, 2011	Thanksgiving Holiday
December 21, 2011 to January 2, 2012	Christmas Holiday
January 19 & 20, 2012	½ Day
January 20, 2012	First Semester Ends
January 23, 2012	Professional Development
February 13-17, 2012	Winter Break
March 2, 2012	½ Day – ES Conf, Work Day – MS & HS
March 9, 2012	Professional Development
March 30, 2012	Marking Period 3 Ends
April 2-9, 2012	Spring Break
May 28, 2012	Memorial Day
June 5 & 6, 2012	½ Days—Semester Ends
June 6, 2012	School Ends

2011-2012 November Conference Rotation:

Monday	Elementary	3:45 – 6:15
	High School	6:00 – 8:30
Tuesday	Elementary/Middle School	6:00 – 8:30
Wednesday	Middle/High School	3:45 – 6:15

**SCHEDULE C**

170 Student Instructional Days  
5 Professional Development Days\*  
175 Teacher Work Days

2012-2013 CALENDAR	
August 29 & 30, 2012	Professional Development Days
September 4, 2012	Classes Begin
October 26, 2012	Marking Period 1 Ends
October 29, 2012	Professional Development
November 5, 6, 7, 2012	Conferences
November 21, 2012	Conference Release Day
November 22 & 23, 2012	Thanksgiving Holiday
December 20, 2012 to January 1, 2013	Christmas Holiday
January 17 & 18, 2013	½ Day
January 18, 2013	First Semester Ends
January 21, 2013	Professional Development
February 18-22, 2013	Winter Break
March 1, 2013	½ Day – ES Conf, Work Day – MS & HS
March 8, 2013	Professional Development
March 28, 2013	Marking Period 3 Ends
March 29 to April 5, 2013	Spring Break
May 27, 2013	Memorial Day
June 4 & 5, 2013	½ Days—Semester Ends
June 5, 2013	School Ends

2012-2013 November Conference Rotation:

Monday	High School	3:45 – 6:15
	Middle School	6:00 – 8:30
Tuesday	Elementary/High School	6:00 – 8:30
Wednesday	Elementary/Middle School	3:45 – 6:15

## EVALUATION PROCESS

### TENURED:

Using **SMART** goal format, all tenured teachers will develop 3 professional goals  
 Turn in lesson plans weekly to office file  
 Will have **one** formal observation  
 Multiple Walk-thru Observations  
 Self Evaluation will be required  
 Meet at the end of year for Evaluation Conference

### PROBATIONARY NON-TENURED TEACHERS:

Non-tenured teachers will need 3 SMART goals using the Individual development plan process.  
 Turn in lesson plans weekly to office file  
 Mid-Year progress conference will be held reflecting on IDP  
 Will have **two** formal observations  
 Multiple Walk-thru Observations  
 Self Evaluation will be required  
 Meet at the end of the year for Evaluation Conference

### SMART GOALS:

**S – Specific:** Goals that are specific make the desired outcome better. Avoid generalities and broad, sweeping statements.

**M – Measurable:** How will the teacher prove the objective was achieved? Numbers are a good proof of results, so go ahead and add quantitative information to your goals.

**A – Attainable:** Be sure teachers can really do what they set out to do. Are you trying to save the world? Or just a little piece at a time?

**R – Relevant:** Does the goal match your overall school and district-wide goals? Setting goals for the sake of goal-setting is a big mistake!

**T – Time-Oriented:** When will this goal be achieved? Set deadlines. For example, I'll accomplish this project in the near future, isn't as explicit as: it will be done by March.

Reese Public Schools  
TEACHER EVALUATION

Name \_\_\_\_\_ Bldg. \_\_\_\_\_ Date \_\_\_\_\_

Observation Dates: Formal: \_\_\_\_\_

Walk-throughs: \_\_\_\_\_

Self Evaluation: \_\_\_\_\_

Other:

Present Status: Probation 1 2 3 4 5 Tenure IDP

PROFESSIONAL GOALS

1.

2.

3.

PRINCIPAL COMMENTS:

TEACHER COMMENTS:

Goals were: \_\_\_ NOT MET \_\_\_ MET \_\_\_ EXCEEDED \_\_\_ IN PROGRESS

Sample criteria used in the evaluation process is provided under each major heading.

1. Personal Qualifications:

	Highly Effective	Effective	Minimally Effective	Ineffective
Is Dependable				
Is Punctual				
Maintains appropriate grooming and dress				
Demonstrates reasonable level of emotion				
Stability and self control				
Demonstrates efficiency and accuracy				

PRINCIPAL COMMENTS:

TEACHER COMMENTS:

2. Human Relations

	Highly Effective	Effective	Minimally Effective	Ineffective
A. Teacher-Student				
Demonstrates respect for students				
Maintains consistent and reasonable control				
to provide a comfortable learning atmosphere				
Inspires pupil interest and effort				

PRINCIPAL COMMENTS:

TEACHER COMMENTS:

Highly Effective	Effective	Minimally Effective	Ineffective
---------------------	-----------	------------------------	-------------

- B. Teacher-Parent
  - Initiates contact with parents when problems arise
  - Keeps parents informed of student progress
  - Demonstrates poise and tact in dealing with parent requests
  - Encourages and provides for parent participation in learning process

PRINCIPAL COMMENTS:

TEACHER COMMENTS:

Highly Effective	Effective	Minimally Effective	Ineffective
---------------------	-----------	------------------------	-------------

- C. Teacher-Staff
  - Takes part in building level activities and responsibilities
  - Is cooperative and harmonious with co-workers
  - Shows responsibility in relation to the total district program
  - Shares and uses original ideas and teaching techniques with co-workers

PRINCIPAL COMMENTS:

TEACHER COMMENTS:



Highly Effective      Effective      Minimally Effective      Ineffective

3. Professional Qualities:

A. Training:

Avails self of opportunities for professional development

B. Policies

Complies with rules and regulations of the school system and supports Board of Education policies

PRINCIPAL COMMENTS:

TEACHER COMMENTS:

Highly Effective      Effective      Minimally Effective      Effective

4. Teaching Practices

- Has ability to impart information to others
- Shows evidence of sound, thorough planning
- Has skill in organizing classroom activities
- Explains assignments thoroughly
- Finds and uses a variety of methods and materials to challenge and stimulate
- Organizes and uses materials effectively
- Evaluates learning activities of individuals and groups with feedback and testing
- Shows a sympathetic understanding of pupils and helps students
- Arranges physical equipment appropriately (learning centers, bulletin boards, etc)
- Utilizes appropriate questioning techniques
- Practices effective instructional skills
- Provides for individual differences

PRINCIPAL COMMENTS:

TEACHER COMMENTS:

OVERALL PERFORMANCE

HIGHLY EFFECTIVE    EFFECTIVE    MINIMALLY EFFECTIVE    INEFFECTIVE

PRINCIPAL SUMMARY:

\_\_\_\_\_

Date

\_\_\_\_\_

Signature of Teacher

\_\_\_\_\_

Date

\_\_\_\_\_

Signature of Principal

Teacher's signature indicates receipt and review of this evaluation, but not necessarily agreement.

TEACHER COMMENTS: