### **AGREEMENT**

### between

### **REESE BOARD OF EDUCATION**

### and

# REESE PROFESSIONAL EDUCATION ASSOCIATION

September 3, 2015 - September 2, 2016

Reese Public School District Reese, Michigan

### **TABLE OF CONTENTS**

		PAGE
ARTICLE I	RECOGNITION	1
ARTICLE II	TEACHER RIGHTS	2
ARTICLE III	BOARD RIGHTS	3
ARTICLE IV	PROFESSIONAL & EDUCATION IMPROVEMENT	3
ARTICLE V	PROFESSIONAL COMPENSATION	4
ARTICLE VI	TEACHING HOURS	5
ARTICLE VII	TEACHING LOADS AND ASSIGNMENTS	6
ARTICLE VIII	TEACHING CONDITIONS	7
ARTICLE IX	LEAVES OF ABSENCE	9
ARTICLE X	INSURANCE PROTECTION	12
ARTICLE XI	TEACHER EVALUATION	13
ARTICLE XII	PROTECTION OF TEACHERS	15
ARTICLE XIII	REDUCTION IN PERSONNEL	15
ARTICLE XIV	PROFESSIONAL GRIEVANCE PROCEDURE	16
ARTICLE XV	NO STRIKE	19
ARTICLE XVI	ACT OF GOD DAYS	19
ARTICLE XVII	MISCELLANEOUS PROVISION	20
SCHEDULE A	SALARY SCHEDULES	22
SCHEDULE B	EXTRA-CURRICULAR SCHEDULE	25
SCHEDULE C	SCHOOL CALENDAR	30
APPENDIX A	PROFESSIONAL GOAL FORMAT	31

### **AGREEMENT**

This Agreement, entered into this  $3^{rd}$  day of September, 2015, 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 whose employment is regulated by the Michigan Teachers Tenure Act (TTA) and the term "employee" refers to those where employment is not covered by the TTA—both are equally represented by the R.P.E.A. in the bargaining or negotiating unit as above defined.
- 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.

- **AND**
- C. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittances within ten (10) business days 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.
- D. 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.

### ARTICLE II TEACHER RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board and Union 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;
  - 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;
  - 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<sub>±</sub> 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:
  - 1. Elementary School Monday Through Friday, 10 min. before student instructional hours and 10 min. after instructional hours end.
  - 2. Middle/High School Monday Through Friday, 10 min. before student instructional hours and 15 min. after instructional hours end.

### For 2015-16:

Elementary teachers who have scheduled parent-teacher conferences shall be available until 4:15 p.m. High School and Middle 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.

### For 2016-17:

Elementary teachers who have scheduled parent-teacher conferences shall be available until 3:50 p.m. High School and Middle School teachers who have scheduled parent-teacher conferences shall be available until 3:45 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 2015-16:

• Elementary- 7:55 a.m. through 3:10 p.m. not including thirty-five (35) minute duty-free lunch.

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

### For 2016-17:

- Elementary- 7:55 a.m. through 3:00 p.m. not including thirty-five (35) minute duty-free lunch.
- Middle School/High School-8:00 a.m. through 2:48 p.m. not including thirty-five (35) minute duty-free lunch.

C. Regular Elementary faculty meetings may be extended to 4:00 p.m., Regular Middle School and 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 and will include one hundred seventy-five (175) student instruction days for 2015-16 and one hundred eighty (180) student instructional days for 2016-17, thirty (30) hours equivalent to five (5) professional development days (all staff), two (2) teacher record days (one each semester), two (2) parent conference days.
- 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-5 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-5 teachers. This time shall not be reduced to less than a forty-five (45) minutes for K-5.

- B. 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.
- C. 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.
- 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 or adversely affect the operation of district.
- 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 refraining from participation with 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 or adversely affect the operation of district.
- 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 ten (10) days' absence in any school year.
- 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.
- 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:

- **AND**
- 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.
- Time necessary for the conduct of personal affairs which cannot normally be handled 3. 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. The exception to this rule will be when Reese Public Schools schedules a school activity before/after a scheduled break and the employee wants to attend with their child at the Reese Public Schools event. 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 at the discretion of the Superintendent.
- 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. You must notify the building administrator within 2 business days of notice.

When required to call in the night before and told to report to jury duty in the morning, immediately request a sub.

If told to call back in the morning to determine if reporting in the afternoon, do not get a sub. You are to arrive at work and allowed time to make the required 2nd call. If at that time you are required to report to jury duty, the district will cover your classroom and find a sub.

- 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.

<sup>\*\*</sup>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

A. The employer shall provide to the bargaining unit member MESSA PAK with MESSA care rider for a full twelve (12) month period for the bargaining unit member and his/her entire family. The Employer shall sign an employer participation agreement. Bargaining unit members not electing MESSA PAK A will select MESSA PAK B. The coverage for MESSA PAK A shall be:

Pak A: ABC Plan 1 HSA \$1300/\$2600 (or the IRS Minimum Mandate) deductible,

\$10/\$40 Saver Rx with MCR underwritten by BCBS

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

Delta Dental E007

Class I, Class II, Class III; 80/80/80

(\$2,200 in all classes)

Ortho (\$2,200)

Life: \$35,000 w/AD&D

VSP 3 Plus

Pak B: LTD same as Pak A

Delta Dental

Class I, Class II, Class III; 50/50/50

(\$1,800 in all classes)

Ortho (\$1,800)

Life: \$40,000 w/AD&D

VSP 3 Plus

T.S.A. \$425/month--This will be pro-rated for part-time employees based

on Article VII's normal teacher load.

1. Employer shall pay the maximum allowed under the cap. The difference between the premium and the cap will be applied to the "front loaded" deductible for each employee.

For all current employees electing PAK A, the district will "front load" the full deductible by the first business day following 1/1/2016 and 1/1/2017 (currently \$1300 single / \$2600 2-person/family) to be paid back by employees over the plan year (9/1/15-8/31/16 and 9/1/16-8/31/17). The parties understand that in the event the minimum deductible necessary for a medical plan to comply with HSA eligibility is increased beyond the current deductible level in MESSA ABC Plan 1, the deductible will automatically adjust to meet the federal minimum requirement. The amount to be pre-tax deducted for each plan year by employees will be determined by combining the cost of premium, adding in the deductible, and subtracting the maximum hard cap amount determined by the state each year.

- 2. Employees will only be allowed to switch from PAK A to PAK B during open enrollment.
- 3. Employees will be allowed to contribute additional pre-taxed amounts via rules in Section 125 to HSA each July when yearly elections are made on payroll issues during open enrollment and again in December. Changes will need to be in writing by:
  - 7/31/15 to be effective first pay after 9/1/15
  - 12/31/15 to be effective first pay after 1/1/16
  - 7/31/16 to be effective first pay after 9/1/16
  - 12/31/16 to be effective first pay after 1/1/17
- 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 and to be deposited within ten (10) business days.

### ARTICLE XI TEACHER EVALUATION

- A. 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.
- B. 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.

- **AND**
- C. For those not covered by the TTA, no employee 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 procedure as hereinafter set forth.
- D. For all employees not covered by the Teacher Tenure Act (TTA), the employee evaluation report form shall contain a space for employee comments following each item of evaluation and a space for general comments by the employee being evaluated. Each employee 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 employee shall be given a period of five (5) school days in which to enter such comments. For those covered by the TTA, until the Board adopts a policy given by the state, it is the intention of the district to continue using the current evaluation procedure and will at that time add the reference to the new Board policy number to this Article.
- E. For all employees not covered by the Teacher Tenure Act (TTA), The Superintendent shall administer a program of evaluation for all employees which shall be directed toward helping them succeed in their respective appointments. For those covered by the TTA, until the Board adopts a policy given by the state, it is the intention of the district to continue using the current evaluation procedure and will at that time add the reference to the new Board policy number to this Article.
- F. For all employees not covered by the Teacher Tenure Act (TTA), Refer to Appendix A for formal evaluation forms and terms.
- G. 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.
- For all employees not covered by the Teacher Tenure Act (TTA), the employee will receive two
   (2) written formal evaluations sixty (60) days apart for all probationary employees. (One per semester.)

# 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 without the support of administration following building and/or district handbook and/or discipline policies. 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 comparable 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.

15

- B. Seniority shall be defined as all years of professional teaching experience with the Reese Public Schools.
- C. Teachers who are laid off will remain on the seniority list at their hire date.

### ARTICLE XIV PROFESSIONAL GRIEVANCE PROCEDURE

### A. **DEFINITION**:

1. A grievance will be defined as a claim there has been a violation, misinterpretation or inequitable application of items in this Agreement or in violation of implementation of Board Policies.

### 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 ten (10) 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 ten (10) 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 ten (10) 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 ten (10) working days from the date of the conference, or longer if mutually agreed to, the Principal shall answer such grievance in writing.

- **AND**
- 5. If the grievance is not appealed within ten (10) 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 ten (10) 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 ten (10) 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 ten (10) 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.

- This Agreement constitutes a contract between the parties which shall be interpreted and 15. 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 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. All the fees and expenses of the arbitration including the 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 need to be rescheduled due to a loss of state aid and insufficient students attend to count it as a day of instruction, teachers will be obligated to attend a subsequent rescheduling date.
- 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
  - 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 outside of the normal teaching load (this is inclusive of any extra duty position in Sch. A or B) within the bargaining unit.
  - a. Whenever a vacancy occurs in a position 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. All extra duty 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.
  - 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.
  - c. Teachers apply for the open summer school position—grade specific. After hired, they remain in a summer school position unless they resign or are fired. Each year or so, there is an opening which will continue to be posted. In the event we cannot fill all of the positions, the posting will be external and therefore hired outside of RPEA members. Building administrators will evaluate "non-district" employees each year and will receive their evaluation within one week of the end of the program. All new positions will be hired by the superintendent-not the director of the program.

This Agreement will be in effect from September 3, 2015, until September 2, 2016. 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
President	President
Vice President	Secretary
Secretary	Treasurer
Treasurer	See Last Page for Signatures.
Dated this 3 <sup>rd</sup> day of September 2015.	

### **SCHEDULE A**

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

1/2% on \$	Step 13 only	2015-2016 SALARY SCHEDULE					
YEARLY STEP	BACHELOR'S DEGREE	BACHELOR'S PLUS 20	MASTER'S DEGREE	MASTER'S PLUS 30			
1	35,815	37,004	38,194	40,058			
2	38,194	39,549	40,911	42,774			
3	39,888	41,420	42,774	44,643			
4	41,586	43,114	44,643	46,509			
5	43,284	44,981	46,509	48,375			
6	44,981	46,680	48,375	50,413			
7	46,680	48,545	50,412	52,281			
8	48,375	50,413	52,279	54,148			
9	50,586	52,623	54,656	56,523			
10	52,281	54,486	56,523	58,559			
11	54,486	56,694	58,899	60,768			
12	56,694	58,899	61,107	63,314			
13	58,684	61,072	63,290	65,506			

<sup>\*</sup>For the 2015-16 school year, members on steps will move up one step from the position in the 2014-15 year. Only Step 13 added ½% on Schedule as seen above.

### **ADJUSTED SALARY SCHEDULE 2015-16\*\***

\*\*With this contract being ratified after the contract expiration date, the law does not allow retroactive pay. Therefore the following schedule reflects the loss to Sept. 2, 2015.

YEARLY STEP	BACHELOR'S DEGREE	BACHELOR'S PLUS 20	MASTER'S DEGREE	MASTER'S PLUS 30					
1	35,815	37,004	38,194	40,058					
2	38,168	39,521	40,881	42,744					
3	39,869	41,399	42,753	44,622					
4	41,567	43,095	44,622	46,488					
5	43,265	44,960	46,488	48,354					
6	44,962	46,661	48,354	50,390					
7	46,661	48,524	50,389	52,260					
8	48,356	50,392	52,258	54,127					
9	50,561	52,598	54,629	56,496					
10	62,262	54,465	56,502	58,536					
11	54,461	56,669	58,872	60,743					
12	56,669	58,874	61,082	63,286					
If you were on step 12 in 2014/15 and moved to step 13 in 2015/16:									
13	58,662	61,048	63,266	65,482					
If you were already on step 13 in 2014/15:									
13	58,681	61,069	63,286	65,502					

- 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. Credits earned to move lanes on the schedule must be 500+ level, in a planned program for education or towards a Master's in an education area.
  - a. Credits under 500 level may be used if they are prerequisites for the planned program (ie. Adding a new endorsement to certificate)
  - b. Planned program needs to be approved by a college/university that offers teacher certification programs.
  - c. 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. 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.
- 7. Personnel employed as Special Education Teachers shall be paid an additional Three Hundred Fifty (\$350.00) Dollars above their placement on the Schedule.
- 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 160. 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					2015- 2016	Base + 5%	Base + 7%
						4-6	
HEAD COACH					1-3 yrs	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
ASSISTANT COACH							
	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
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

					2015- 2016	Base + 5%	Base + 7%
GIRLS' ATHLETICS							
	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
ASSISTANT COACH							
ASSISTANT COACH	Assistant						
	Track				2,428	2,549	2,598
CHEERLEADING/POMS							
	Varsity &				0.000	0.004	
	J.V. 7th and 8th				2,890	3,034	3,092
	Grade				1,471	1,545	1,574
	9th Grade				1,471	1,545	1,574
ATHLETICS							
XIIIEEIIOO							
MIDDLE SCHOOL SPORTS							
	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
PEP CLUB					735	772	787

				20	15	Base	Base
				20		+ 5%	+ 7%
NON-ATHLETIC ACTIVITIES							
	School Play			1,2	91	1,356	1,382
	Yearbook						
	Advisor			1,0	41	1,093	1,113
	Band						
	Director			3,0		3,197	3,258
	FFA			2,4	03	2,524	2,572
	Co-op Program			1,1	61	1,219	1,242
	SADD						
	Advisor			7	35	772	787
	SST Advisor			7	35	772	787
	Play						
	Assistant			1,0		1,072	1,093
	Mentors			5	10	536	546
	Drumline						4 4 = 0
	Club			1,0	82	1,136	1,158
	Jazz Band Club			1,0	82	1,136	1,158
	Club			1,0	02	1,130	1,130
CLASS ADVISORS							
02/100/12/100/10	12th Grade			g	41	988	1,006
	11th Grade			1	41	988	1,006
	10th Grade				35	772	787
	9th Grade				35	772	787
	8th Grade				57	585	596
	7th Grade			5	57	585	596
DEPARTMENT CHAIR PERSON							
	Math			9	33	980	999
	Science			9	33	980	999
	English			g	33	980	999
	Social						
	Studies			9	33	980	999
						ļ	
Drivers Education					35	772	787
Vocal Music				2,2		2,341	2,386
Honor Society					33	980	999
Modern Dance				1,3		1,380	1,406
Debate				1,2	93	1,358	1,384

							2015- 2016	Base + 5%	Base + 7%
							1,293	1,358	1,384
							735	772	787
							684	719	732
							1,406	1,476	1,504
							735	772	787
Special Programs							1,787	1,877	1,912
4th Grade Camp							890	934	952
Academic Track - Head							1,369	1,437	1,465
Special Programs							1103	1158	1180
Student Council							684	719	732
	Programs  4th Grade Camp  Academic Track - Head Special Programs Student	Programs  4th Grade Camp  Academic Track - Head Special Programs Student	Programs  4th Grade Camp  Academic Track - Head Special Programs Student	Programs  4th Grade Camp  Academic Track - Head Special Programs Student	Programs  4th Grade Camp  Academic Track - Head Special Programs Student	Programs  4th Grade Camp  Academic Track - Head Special Programs Student	Programs  4th Grade Camp  Academic Track - Head Special Programs Student	2016   1,293   1,293   735   684   1,406   735	2016 + 5%   1,293   1,358   735   772

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. The programs and distribution of funds for special programs at the Elementary School and Middle School are to be determined by each building committee made up of teachers and administrators. Guidelines shall be followed as stated in Grievance 94-95 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**

175 Student Instructional Days 30 Professional Development Hours\* 179 Teacher Work Days

	2015-16 CALENDAR
September 1 & 2, 2015	Professional Development Days
September 3, 2015	Professional Development ½ Day
September 8, 2015	Classes Begin
October 14, 2015	2 Hour Late Start Professional Development
October 23, 2015	Professional Development Day
October 30, 2015	Marking Period 1 Ends
November 9, 10, 11, 2015	Conferences
November 25, 2015	Conference Release Day
November 26 & 27, 2015	Thanksgiving Holiday
December 9, 2015	2 Hour Late Start Professional Development
December 23, 2015 to January 1, 2016	Christmas Holiday
January 20, 21, & 22, 2016	½ Day
January 22, 2016	First Semester Ends
January 25, 2016	Professional Development ½ Day – No students all day
February 15, 2016	No School
March 9, 2016	2 Hour Late Start Professional Development
March 24, 2016	Marking Period 3 Ends
March 25 to April 1, 2016	Spring Break
May 27 & 30, 2016	Memorial Day Break
June 6, 7 & 8, 2016	½ Days—Semester Ends
June 8, 2016	School Ends

### 2015-2016 November Conference Rotation:

Monday	Elementary School	6:00 - 8:30
	High School	3:45 - 6:15
	Middle School	6:00 - 8:30
Tuesday	High School	6:00 - 8:30
·	Middle School	3:45 - 6:15
Wednesday	Elementary School	3:45 - 6:15

### **Professional Goal Format**

### **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.

- a. Whenever a vacancy occurs in a position 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. All extra duty 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.
- 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.
- c. Teachers apply for the open summer school position—grade specific. After hired, they remain in a summer school position unless they resign or are fired. Each year or so, there is an opening which will continue to be posted. In the event we cannot fill all of the positions, the posting will be external and therefore hired outside of RPEA members. Building administrators will evaluate "non-district" employees each year and will receive their evaluation within one week of the end of the program. All new positions will be hired by the superintendent-not the director of the program.

This Agreement will be in effect from September 3, 2015, until September 2, 2016. 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

XX

REESE BOARD OF EDUCATION

President

Secretary

Treasurer

Vice President

Secretary

résident

Treasurer

Dated this 3rd day of September 2015.