6/30/94

fudyard Area Schoola

MASTER AGREEMENT

between the

RUDYARD AREA SCHOOLS BOARD OF EDUCATION

and the

RUDYARD FEDERATION OF TEACHERS

1992-94

PROTECTION MODELLE TOPP

LABOR AND INDUSTRIAL RELATIONS COLLECTION Michigan State University

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EDUCATION ASSOCIATION AGREEMENT

This agreement entered into this First day of July 1992, by and between the Board of Education of the Rudyard Area Schools, Rudyard, Michigan, hereinafter called the BOARD, and the Rudyard Federation of Teachers, American Federation of Teachers, AFL-CIO, hereinafter called the FEDERATION.

ARTICLE I RECOGNITION

The BOARD hereby recognizes the FEDERATION as the exclusive bargaining representative for all persons certified as teachers by the Michigan Department of Education and employed by the BOARD in a teaching position. All other positions are excluded, among those being: superintendent, asst. superintendent, principals, director of vocational education, coordinator of instruction K-12, assistant principal, substitute teachers, teacher aides, any other non-teaching positions, and supervisors within the meaning of the Public Employment Relations Act. The term 'teachers' when used hereinafter in this agreement, shall refer to all employees represented by the FEDERATION in the bargaining unit as above defined, and reference to all male teachers shall include female teachers.

ARTICLE II TEACHER RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the BOARD hereby agrees that all certified personnel, as defined in Article I, of the Board shall have the right to freely organize, join, and support the FEDERATION for the purpose of engaging in collective bargaining or negotiations and other concrete activities for mutual aid and protection.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under Federal or Michigan laws. The rights granted teachers hereunder shall be deemed to be in addition to those provided by laws.
- C. The FEDERATION and its members shall have the right to use school facilities at all reasonable hours for meetings with the consent of the BOARD or its representative. Such meetings are not to interfere with other regularly scheduled activities. No meetings will be held on holidays or Sundays unless BOARD permission is obtained.

- D. Duly authorized representatives of the FEDERATION shall be permitted to transact official Federation business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- E. The FEDERATION shall have the right to use typewriters, duplicating equipment and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use at school. Available supplies may be purchased by the Federation at cost. No equipment shall be removed from the site without prior permission of the Board or its designee.
- F. The FEDERATION shall have the right to post notices and matters of Federation concern on teacher bulletin boards, at least one of which shall be provided in the lounge of each school building. The Federation may use teacher mail boxes for communications to teachers. The Federation agrees to limit the posting and transmitting of materials of an established political party to the lounge areas and the teachers' mail boxes. No teacher shall be prevented from wearing insignias, pins, or other identification of membership in the Federation on or off school premises.
- G. The BOARD agrees to furnish to the FEDERATION in response to reasonable requests from time to time all available compiled public information concerning the financial resources of the district, tentative budgetary requirements and allocations, and such other information as will assist the Federation in developing programs on behalf of the teacher, together with information which may be necessary for the Federation to process any grievance or complaint.
- H. Two copies of the tentative agenda and notes regarding the agenda for regular and special board meetings shall be sent to the Federation President at the time they are sent to members of the Board.

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I. It is understood that teachers cannot be held solely accountable for the academic achievement of the students in their classroom.

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ARTICLE III BOARD RIGHTS

The BOARD on its own behalf and on behalf of the electors of this district, hereby retains and reserves unto itself all powers, rights, 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:

- A. To the executive management and administrative control of the school systems and its properties and facilities, and the activities of its employees;
- B. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote, and transfer all such employees;
- C. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board;
- D. 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;
- E. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignment of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment;
- F. To require a teacher to obtain a mental or physical examination at the Board expense when there exists reasonable doubt as to the teacher's effectiveness due to health problems. The examining physician or physicians shall be designated by the Board. The results are to be filed with the Board for action as to retention or forced leave of absence. If the teacher is dissatisfied with the results of the first examination, he may request a second examination at his expense with the physician or physicians to be selected by mutual agreement between the Board and the Federation. If the teacher refuses Board recommended examination by an appropriate physician, or if a second physician cannot be mutually agreed upon, the decision of the Board concerning leave or retirement shall be final.

- G. The exercising 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 and judgment and discretion in connection therewith shall be limited only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and Constitution and laws of the United States.
- Notwithstanding anything contained in this Agreement, the Board reserves the right H. to take any steps that may be necessary to comply with the Americans With Disabilities Act (ADA) or other similar federal or state legislation, including steps needed in order to reasonably accommodate an employee's disability, such as, but not limited to, restructuring a job or position, reallocating or redistributing job functions or requirements, atltering when or how job functions are performed, creating modified or part-time work schedules, granting preference in work schedules or shifts, creating flexible leave policies, providing disabled employees with transfers or reassingments to vacant positions and providing benefits that may be necessary to reasonably accommodate disabilities. It is understood and agreed that such action may be taken by the Board without prior bargaining with the Association. In the event any provision of this Agreement or application of this agreement conflicts with the ADA or similar state or federal legislation, the legislation shall prevail. In the same event of a claim by Association alleging that this provision has been misinterpreted or misapplied, this provision shall be interpreted in a manner consistent with the purposes underlying the ADA and other similar federal and state legislation.

ARTICLEIV

DEDUCTIONS FOR PROFESSIONAL DUES

A. Upon filing with the employer a written authorization form for payroll deduction, signed by the employee, the employer agrees, during the term of this Agreement and extension or renewal thereof, to deduct Federation membership dues, service fees, and assessments which have been levied in accordance with the Constitution and By-Laws of the Federation, from the pay of such employee.

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B. Deductions from each paycheck shall be in the amount stipulated by the Federation for the term of this Agreement, and shall commence with the pay period beginning in September. The employer agrees to forward such deductions which have been made within one week following such deduction to the Treasurer of the Federation.

- C. The deduction of membership dues shall not be made if a teacher is on leave of absence or absent because of prolonged illness when the teacher's pay is not sufficient to cover the membership dues deduction.
- D. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for tax deferred annuities from John Hancock Insurance, Metropolitan Life Insurance, Merrill-Lynch-Pierce-Fenner and Smith, MEFSA, a credit union mutually agreeable to both parties, U.S. Government Savings Bonds, or any other plans or programs jointly approved by the Federation and the Board. An employee is limited to two companies for tax deferred annuities.
- E. The employer shall forward to the Federation a list of all employees within the bargaining unit and their assigned locations no later than August 15th preceding the school year. Further, the employer shall notify the Federation of any employee in the bargaining unit entering or leaving employment of the district.
- F. Individual authorization forms shall be mutually agreed upon, and when executed, shall be filed by the Federation with the employer. Authorizations, once filed with the employer shall continue in full force and effect until revoked by the employee on a form mutually agreed upon, which form shall be filed with the employer. The Federation agrees, at least thirty days prior to the beginning of the school year, to give written notification to the employer of the amounts to be deducted in that year under such authorization.
- G. The employer agrees, in the event that it or its agents have been shown to have deducted insufficient amounts from any member of the bargaining unit, to increase the following deduction in the amount of the demonstrated insufficiency. The Federation agrees, in the event that it has received moneys in excess of authorized deductions, to reimburse the employee(s) in the amount of the demonstrated excess.

ARTICLE V TEACHING HOURS

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A.	1.	Teachers check in no later than	7:55
	2.	Teacher student free work time	Elem. 7:55-8:35
			Sec. 7:55-8:30

Teachers not required to stay after 3:20 (Permission to leave early may be granted by the principal.)

Teachers may leave school at 3:00 p.m. on full days preceding a vacation.

Part-time teachers who are not serving in a substitute position will be treated in the following manner:

a. The superintendent will place those individuals on the appropriate salary level.

Their daily rate will be multiplied by a fraction representing the number of hours they actually teach in a seven period day, i.e.: two hours would be 2/7; three hours would be 3/7; etc., with six periods of teaching time equal to a full day's pay. Compensation for preparation time will be figured on the fraction representing hours worked times one hour. Thus, the total compensation of a part time teacher will be a percentage reflecting the fraction of teaching hours and the preparation time fraction. The formula used to determine this percentage is:

 $\frac{\text{No. of hours taught}}{7} + \frac{\text{No. of hours taught}}{6} (1)$

If a teacher's teaching time equals over fifty percent of regular full time teacher's teaching time (hours), that individual would be advanced to the next level on the teacher's salary schedule the next year.

The number of sick days, leave days, etc., will be determined by multiplying the percentage determined in letter b above times the number of days a regular full time teacher is entitled to, as determined in the Master Agreement.

Money available for health benefits will be determined by multiplying the percentage determined in letter b above times the amount granted a full time teacher under the Master Agreement.

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Part-time teachers will report to work before and remain after their last teaching assignment in proportion to the fraction of hours taught in a sevenperiod day. For example, a teacher teaching three periods (3/7) would be at school 20 minutes before and remain 20 minutes after their last teaching period, with a minimum of 10 minutes before and after a one-hour teaching assignment.

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- B. The Board recognizes the principle of a standard forty-hour week and will so far as possible set work schedules and make professional assignments which can reasonably be completed within such standard work week. The Board will not require teachers to work regularly in excess of such standard work week within or outside of any school building.
- C. Elementary classroom teachers will be free to leave the room when special teachers assume charge of students. If an art, music, physical education teacher, or substitute is not available, the teachers scheduled for that day will be notified by 8:15 a.m. and compensated for their time at the hourly rate as defined for internal subbing (Article VII. G.).
- D. All teachers will be assigned a continuous duty-free lunch period of at least thirty (30) minutes in length. Teachers who must travel from one building to another must be allowed appropriate travel time. Travel time shall not be counted as preparation or lunch time.
- E. Contact Time. In the event contact time needs to be adjusted to meet the U of M accreditation standards, Article V, Section A, and any subsequent contract language may have to be adjusted by mutual consent. Teachers who are involved in teaching both at the elementary and secondary levels will receive preparation time at each level based on the proportional rate of prep time given at each level. Travel time of at least nine minutes will be allowed these teachers separate from their eligible preparation time. Travel time to and from R.J. Wallis Elementary School will be up to 30 minutes.

ARTICLE VI EMERGENCY SCHOOL CLOSING

- A. In case of early dismissal due to inclement weather, all schools will be dismissed. All students in the same building will dismissed at the same time. Teachers may be asked to remain up to ten (10) minutes after student dismissal.
- B. In the event that a teacher is unable to get to school because of the closing of roads by law enforcement agencies, such teacher shall have the time lost charged against sick leave time. In the event that a substitute teacher has been hired, the teacher will be charged with a full day's sick leave even though school is dismissed early.
- C. If the start of the school is to be delayed because of inclement weather or other emergency situations, teachers will report to work thirty (30) minutes before the announced starting time of classes.

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D. Teachers shall not have to report to school for days missed as a result of emergency closings and shall be paid for such days missed. Instructional days shall only be made up as mandated by current state law. If days are made up, no additional salary shall be paid to teachers. The Board and RFT representative will meet each March to confirm or review options of when days are to be made up if needed.

ARTICLE VII TEACHING LOADS AND ASSIGNMENTS

A. A normal teaching load in the secondary school will be thirty (30) assigned teaching periods and five (5) preparation periods. Supervision of study halls will be counted as an assigned teaching period and will be under the same assignment criteria as any other class assignment. In addition, teachers at the secondary school may be assigned homeroom duty by the principal. Additional supervision would be mandatory when necessary to ensure the smooth operation of the school system. The normal teaching load in the elementary school will not exceed 1545 minutes per week of actual teaching time. In the secondary school, no teacher who is teaching a normal teaching load shall have more than three (3) preparations without an opportunity of discussing an elimination of the excess with the building principal. If an alternative is available, then the excess preparations will be eliminated. The building principal will make the final decision as to feasibility and implementation of the alternative.

The total contact time per day in grades 7-12 will be increased to a maximum of 360 minutes per day if this becomes a requirement established by State Law, Michigan Department of Education Policy, or the Bureau of Accreditation of School Improvement Studies, the University of Michigan. If additional teacher contact time is not required by the Bureau of School Services, this requirement will not be enforced.

Special education teachers will be assured teaching specialists in art, music, and physical education if these services are provided for in the student's planned program.

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There will be no departure from these norms except in case of an emergency.

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Following provides the approved formula for calculating elementary teaching minutes:

Figuring 1545 minutes at el	ementary level 8:45-2:40	
6 hours & 5 minutes	s = 365 min/day x 5 = 1825	
Lunch Period	30 min/day x 5 = 150	
	1675	
Music	25 min/week 25	
	1650	
Grades 1, 2, 3		
P.E.	25 min/week 25	
La be particular heat 2 101	1625	
Recess	25 min/day x 5 =	
	125 %. 4 = 31.25	
	125 % 31.25 = 93.75	
1	532.25	

Grades 1, 2, 3 minutes of students contact time per week = 1533 minutes

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Grades 4, 5	1650	
Art - 30 min. 8 x 5 = 18.75/week	18.75	
ing the fit of expected by hade bollening the	1631.25	

Recess - 125 %. 4 = 31.25	
125 - 31.25 =	93.75
Contact time for grades 4 & 5	1537.50

Grades 4, 5 minutes of student contact time per week = 1538 minutes.

C. Since pupils are entitled to be taught by teachers who are working within their areas of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates of their major or minor field of study. Elementary teachers will be assigned to the grade of their choice and training whenever possible.

D. Elementary and secondary teachers shall be given a written assignment prior to the close of school in June as to their tentative assignment for the coming school year. New teachers shall be given a written statement as to their tentative assignment by July 15. The statement does not prohibit the administration from transferring the teacher as provided in the Master Agreement.

- E. Teachers who will be affected by a change in grade assignment in the elementary school and by changes in subject assignment in the secondary school will be notified and consulted by their principals as soon as practicable and prior to June 1. If a change is necessary after this date, the teacher will be consulted. If the administration is unable to locate the teacher for consultation, a certified letter will be sent to inform the teacher of the change. Such changes will be voluntary to the extent possible. Every effort will be made to avoid re-assigning probationary elementary school teachers to different grade levels unless the teacher requests such change.
- F. When the number of E.I. (Emotionally Impaired), M.I. (Mentally Impaired), or L.I. (Learning Impaired) students assigned to a building by IEPC (Individualized Educational Planning Committee) action meets EUPISD qualifications for aide assistance, such assistance will be provided. The aide will be assigned to the classroom by the building administrator.

A teacher may request an administrative review of a special education student's program by contacting the building principal. Within seven (7) working days, the principal will convene a meeting to review the student's program.. Those attending the meeting shall usually include the building principal, the classroom teacher, the resource room teacher, and special education coordinator; and teachers of art, music, and physical education at the request of the building principal. Program changes will occur only through the regular I.E.P.C. procedure. The building principal shall make known to all involved teachers any special and/or educational problems associated with the student.

G. When a teacher is used as a substitute on a voluntary basis, s/he will receive an hour of compensation time for each class period worked as a substitute teacher. When the teacher obtains a total of six hours of compensation time s/he will be given a day off of his/her choice. All requests for compensation time must be requested five working days prior to the requested time off with his/her building principal's approval. Compensation time can accumulate from year to year.

In the event that six (6) hours have not been accumulated within one year, the teacher may elect to receive compensation for all hours earned at the rate of \$12.00 per classroom hour.

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- H. All IEPC's and/or pre-referral screenings shall be held during teacher work time.
- I. Whenever the recommended class size is exceeded by three (3), a review committee consisting of the building principal, the teacher(s) involved, and the Federation Building Representative will meet within five (5) school days of the reported overload.

- J. If this committee has not reached a mutually agreed upon solution to the overload within five (5) school days, a planning committee consisting of the Superintendent of Schools, the building principal, Federation representatives, and the teacher(s) involved will meet to develop a plan to relieve the overload. The first meeting of this planning committee must be within five (5) school days of its formation. This committee will also have the responsibility to set the time line for the implementation of the solution.
- K. The decision reached by each of the committees shall be made known to all parties involved, i.e. Board of Education, Superintendent of Schools, and the Rudyard Federation of Teachers Board of Directors. If the agreed upon and approved modification to the class overload situation involves the adding of a teacher or teachers, and the overload has been relieved, the teacher's aide may be dropped immediately, at the discretion of the Superintendent of Schools.
- L. If the overload is relieved by any other means, the teacher aide will be employed for the same number of days that the overload existed without teacher aide assistance.
- M. In the event that remote instruction (television instruction)* is used in the Rudyard Area Schools, the following will apply:
 - 1. It is agreed that the remote instruction (television instruction) may be an alternative used in the Rudyard Area Schools.
 - Teacher assignments in classes utilizing remote instruction (television instruction) will be voluntary for teachers.
 - 3. All classes will be taught by certified teachers.
 - 4. Teachers shall not be responsible for the behavior of students at the remote sites when instruction is being sent by Rudyard Area Schools.
 - Teachers will be provided with training for any television system at no cost to the teacher.
 - 6. 'The 'sending school' district shall be the employer.
 - 7. Classes produced shall not be copied or reproduced in any manner which will cause any teacher to be replaced.

*Remote instruction (television instruction) means, but is not limited to, the use of any of the following: cable, satellite, or cassette television instructional programs, "two-way" interactive T.V., and the E.U.P.I.S.D. "Tie-in" T.V. system. It does not mean the use of television as an instructional aid by an individual teacher in his/her own classroom.

ARTICLE VIII TEACHING CONDITIONS

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to ensure 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 ensuring 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 education program, the parties agree that the class size should be lowered whenever possible. If the recommended maximums are exceeded on the elementary level for a period of ten (10) consecutive school days, a teacher aide will be provided upon teacher request. On the secondary level when the average class loads exceed the recommended maximum for a period of ten (10) school days, a teacher aide will be provided upon teacher request. This aide may be assigned other duties in the school by the principal; however, the teacher requesting the aide shall have first priority on her time and assistance.

The recommended class size per teacher is not designed to inhibit large group instructions.

28 students

113	Win American	1 14" . 1		- A A A
(1)	Kindergarten	per nall-da	y session 22	siudenis

(2)	First-Second	Grades	25 students
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- (3) Third-Sixth Grades
- (4) Special classes for Handicapped or mentally retarded
- (5) Special sight-saving and hearing conservation classes State Limitations
- (6) Emotionally disturbed classes S

State Limitations

State Limitations

The maximum class size per teacher in the secondary schools shall be as follows:

Basic English	15 students
English	30 students
Social Studies	30 students
General Education	30 students
Mathematics	30 students
Language	30 students
Business	30 students
High School Science	28 students

Typing	32 students
Woodshop I	22 students
Woodshop II	22 students
Woodshop III	16 students
Drafting	22 students
Machine Shop I and II (combined)	18 students
Welding	18 students
Power Mechanics	18 students
Electronics	18 students
General Metals	20 students
Jr. High Shop	22 students
Art	24 students
Homemaking	22 students
Physical Education	38 students

No teacher will be assigned more than two separate grade levels at the elementary school. The two grades are to be consecutive and the maximum recommended class size shall be reduced by three (3) less than the lower of the two grade levels. A K-1 split will not be used.

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Classes such as industrial arts, science, art, and any others which require the use of work stations, shall not exceed the number of work stations available without the express consent of the teacher.

B. The Board recognizes that the appropriate texts, library reference facilities, maps, 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 to implement all joint decisions thereon made by its representatives and the Federation. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained when finances permit.

C. The Board shall make available in each school a restroom, lunchroom, and lounge in which smoking shall be permitted, for use by teachers, substitute teachers, and non-certified support staff.

- D. Telephone facilities shall be made available to teachers for their reasonable use. Privacy will be granted upon request. Personal toll calls shall be made by transferring charges to the teacher's personal phone. If this absolutely cannot be accomplished, and the charge is billed to the school's phone, a service fee of \$1.50 per call shall be added to the billing sent to the teacher.
- E. The Federation may install vending machines in the teacher's lounge with the proceeds to go to the Federation Scholarship fund. The cost of installation is to be defrayed by the Federation and the machines are to be operated by members of the Federation.
- F. Parking facilities shall be provided for teacher use.
- G. 1. A separate desk for each teacher in the district with drawer space and key to such desk when available.
 - 2. Suitable locked closet space for each teacher to store coats, overshoes, and personal articles, and a key to such closet upon request.
 - 3. The teacher may request a key for his building to be checked out with the principal for a designated period of time. The key is not to be duplicated.
- H. The Board agrees to relieve teachers of cafeteria duty in the elementary schools.
- I. No student will be sent to the study hall for the purpose of disciplinary action. Only students assigned by the principal will be allowed in the study hall.
- J. Teachers shall be relieved of the daily morning and afternoon homeroom class as well as bookkeeping duties. In the secondary, the bookkeeping duties shall include: (1) attendance books; (2) selling lunch tickets; (3) tabulating honor rolls; and (4) filling in CA-60's. In the elementary, the bookkeeping duties shall be attendance. First period in the morning and afternoon classes may be used from time to time in order to carry out administrative duties. Homeroom meetings may be called when necessary.

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ARTICLE IX NEW STUDENT PROCEDURE

A new elementary student registering after 9:30 after the first day of school will report to the classroom at the beginning of the next school day following registration.

ARTICLE X VACANCIES, PROMOTIONS, AND TRANSFERS

- A. Whenever any vacancy or newly created professional position in the district shall occur, the Board will post the same within ten (10) school days of the vacancy, in every school office and teachers' lounge within the district. Such position will be filled on a contractual basis within 45 school days of the last day of posting, or a new posting of the position will be activated and the aforementioned posting requirements will be followed. No vacancy shall be filled until such vacancy has been posted at least ten (10) school days. There shall be no deviation from these norms unless an emergency exists. An emergency shall exist if no applicants satisfactory to the administration are available for the position, if the position becomes available less than ten (10) days before the position becomes vacant. Whenever vacancies occur during the normal summer months when school is not in session, the following procedures will be followed:
 - 1. A teacher with specific interest in possible vacancies will notify the central office of his interest in writing during the last regular week of school and shall include a summer address.
 - 2. Should a vacancy occur, an attempt will be made to notify each teacher who has expressed an interest in a specific position or a similar position by the central office. An attempt will be made to contact him by phone (from the number listed on the summer address form supplied by the teacher); if he cannot be reached by phone, a certified letter will be sent to the summer address of the teacher. The attempted notification shall occur as soon as the position is posted.
 - 3. The teacher shall have the responsibility of contacting the central office indicating his interest in said position within ten (10) calendar days of the postmark of the certified letter.
 - 4. Vacancies will be posted in the High School lounge within 15 days after their creation. No position will be filled until it has been posted 15 calendar days, unless in case of emergency as defined above.
- B. Any teacher may apply for such vacancy. In filling the vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system of the district and other relevant factors. The Board declares its support of a policy of promotion from within its own teaching staff, including promotion to supervisory and executive levels. "Service" in the system, for the purposes of this Agreement, shall mean continuous employment in a school of the district, irrespective of tenure status, but shall exclude all periods when the teacher was on leave of absence for any cause.

- C. Unrequested transfers of teachers are to be minimized and avoided whenever possible. If such transfer becomes necessary, ten (10) days notice will be given to the teacher(s) involved unless an emergency as defined in A above exists.
- D. Requests to transfer to vacancies occurring in the system will be considered when:
 - 1. The application is made in writing.

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- 2. The person requesting the transfer is fully qualified for the new position.
- E. The teacher will be given a written statement as to the disposition of the written request to transfer.
- F. If the request for a transfer is denied, the teacher may request in writing a conference with the administrator signing the disposition of the request. Within a period of two (2) weeks of receiving the request for a conference, the administrator will arrange a conference with the teacher. At the time of the conference, the teacher will be informed orally of the reason that the transfer was denied. The teacher may request the presence of the Federation building representative at this conference.
- G. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.

ARTICLE XI REDUCTION IN PERSONNEL

- A. Should a reduction in staff become necessary, the following procedures will be used to determine teachers are to be retained:
 - 1. Contracts will not be renewed for teachers who know that they will not be able to fulfill the contract at the time of renewal, if other presently employed qualified personnel are available for those positions.
 - Contracts will not be renewed for teachers who possess less than full certification if other presently employed personnel are available for those positions. Any teacher on leave of absence will be reemployed subject to Section B.

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- B. The Board will retain as nearly as possible those teachers with Life, Provisional, Permanent or Contining certificates with the most continuous years of teaching experience in the Rudyard Area School District, providing that the teacher shall meet the qualifications as given in B.3. and B.4. Any interval of non-employment by the Rudyard Area Schools for period of over ninety (90) days, excluding teachers who have been on approved leave of absence and received their salary increment, nullifies previous years of experience in Rudyard Area Schools.
 - 1. Any person who was an administrator in the Rudyard Area Schools prior to July 1, 1980 shall have his/her experience counted as teaching experience for purposes of seniority. Any person newly hired or transferred to an administrative position on or after July 1, 1980, shall not have his/her administrative experience counted as teaching experience for the purpose of seniority. Any teacher currently employed by Rudyard Area Schools who accepts an Intern Administrative position at Rudyard Area Schools shall gain scniority in this position for up to one full school year.

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- In any instance where years of seniority are the same in the Rudyard Area Schools, those teachers having the earliest date of signing of his/her individual contract shall be considered the most senior member. The individuals involved will be able to present their case in a presentation before the administration. The teachers may request a closed presentation or open presentation and may request up to four RFT members to be present in an advisory capacity to the teachers. It is acknowledged that the administration has the sole responsibility in determining the outcome of the cases; however, the RFT President or his/her designee shall be notified of the meeting in which the final decision is announced.
- 3. At the elementary level, K-6 qualifications shall be proper certification and teaching experience at the Rudyard Area Schools in the regular classroom grades K-6.
- 4. At the secondary level, grades seven through twelve, qualifications to teach in a subject shall be proper certification and experience at the Rudyard Area Schools in the regular classroom in the general field to be taught in grades seven through twelve.
- 5. Teachers of music, art, special education, physical education, French and remedial reading shall have full certification in their specialty field. The right to teach in the regular classroom shall be determined according to Section B.3. and B.4.
- C. Notice of positions to be cut from the staff will be given in writing by posting in each school. Any teacher wishing to retain his position, or to transfer to a position to which he is qualified, shall submit his request to the Board within ten (10) school days or fifteen (15) calendar days if school is not in session, of the posting of the notice.

D. For the balance of any school year in which an emergency exist, because of a decrease in enrollment, any teacher under contract may be required to teach in a subject area or grade for which he is not qualified.

E. The Federation and Board will assist all teachers terminated for lack of work in their attempt to secure employment in other districts.

- F. Teachers who have been reduced from the teaching staff due to the conditions as stated in this Article and who are later reinstated to a teaching position shall retain the position on the seniority list and the salary schedule that they had when they were laid off. If shall be the responsibility of the teacher to maintain a current address on file in the administrative office.
- G. Teachers who have been laid off will be recalled in inverse order of layoff. The last teacher laid off will be the first teacher rehired to a position for which he is state-certified.

Notification of recall shall be sent by certified mail to the teacher's last known address with a copy going to the RFT. The teacher shall have fourteen (14) days to notify the Board that he/she wants to be re-employed by Rudyard Area Schools. The teacher's name will be removed from the recall list if:

1. He/she fails to respond within fourteen (14) days; or

2. The teacher turns down full time employment for which he/she is qualified.

H. Recall rights shall be specifically reserved to those employees laid off subsequent to the effective date of this Agreement.

ARTICLE XII TEACHER EVALUATION

A. During the first year of probation, a teacher shall be evaluated at least three times. Each evaluation shall be based on general observation of the teacher within the school and a minimum of 60 minutes of classroom observation. Each classroom observation of more than 15 minutes shall be followed by a conference with the teacher within 10 school days.

Prior to November 15, the first written evaluation shall be made of the teacher. This evaluation shall be discussed in a conference with the teacher and a copy of the evaluation furnished the teacher.

- 2. Prior to February 1, the second written evaluation shall be made of the teacher. This evaluation shall be discusses in a conference with the teacher and a copy of the evaluation furnished the teacher.
- 3. Prior to March 15, the third written evaluation shall be made of the teacher. This evaluation shall be discussed in a conference with the teacher and a copy of the evaluation furnished the teacher.
- B. During the second year of probation, a teacher shall be evaluated at least once per probationary semester. Each evaluation shall be based on general observation of the teacher within the school and a minimum of 60 minutes of classroom observation. Each classroom observation of more than 15 minutes shall be followed by a conference with the teacher within 10 school days. Written evaluation of the teacher will be prepared each semester. The second semester evaluation will be prepared prior to March 1. These evaluations shall be discussed in a conference and a copy furnished the teacher.
- C. Each tenure teacher shall be formally evaluated at least once every three years. This evaluation will include one or more classroom observations. Individual elementary observations shall be at least 20 consecutive minutes and total at least 40 minutes for the evaluation. At the secondary level each observation shall be at least 30 consecutive minutes in length. The written evaluation will be discussed with a copy given to the teacher and one placed in the teacher's central office file. No regular evaluation will be based on classroom observations during the first or last week of school and the written evaluation will be given to the teacher no later than one week before the school year ends.
- D. All observations shall be conducted by administrators of the Rudyard Area Schools. All monitoring or observation of the performance of a teacher shall be conducted without use of an intercom or hidden device, unless the teacher requests in writing a form of closed surveillance.
- E. In the event that a teacher feels that the evaluation was incomplete or unjust, the teacher may put his objections in writing and have them attached to the report to be placed in his personal file.
- F. A "teaching coach" shall be assigned by the building principal to every probationary teacher upon entrance into the system. This assignment will be given to the teacher in writing. The teacher coach, if possible, will be a tenure teacher and shall be engaged in teaching within the same grade, building, or discipline as the probationary teacher. It shall be the duty of the teaching coach to assist and counsel the probationary teacher in acclimation to the teaching profession and the school system. The teaching coach shall

not be involved in the evaluation of the probationary teacher.

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Each teacher shall have the right, upon request, to review the content of his own personal file, excluding confidential records. The teacher may request a representative of the Federation to accompany him in the review. The review shall take place in the Administrative Office in the presence of a representative of the Board. Each teacher's personal file shall contain the tollowing minimum items of information:

Required medical information. All teacher evaluation reports Teacher certificate or photostat. A transcript of academic records. Tenure recommendation.

- H. In the event that an evaluation indicated the teacher's position is in jeopardy, the administrator shall request the superintendent or his designee to evaluate the teacher prior to April 1. Written copies of this evaluation are to be supplied to the teacher being evaluated and to the administrator. Recommendations as to demotions, retention, or change of professional status shall be an administrative function.
 - If a teacher or administrator chooses, a Federation representative and an administration representative may sit in on the evaluation conference.

ARTICLE XIII PROTECTION OF TEACHERS

A. Since the teacher's authority and effectiveness in his classroom is undermined when there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give 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 certifiable emotionally disturbed students. 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. If a student is certified as mentally, emotionally, or learning impaired, then his placement and program shall be that recommended by the Individualized Educational Planning Committee as set up under the rules and regulations of the Intermediate Plan for the Implementation of Public Act 451 of 1976.

- B. It is recognized that discipline problems are less likely to occur in schools which are well administered along clearly defined Board policies in the area of student conduct. It is therefore, the responsibility of the school staff to maintain these standards. It is the responsibility of the Board to advise staff not maintaining these standards and to give assistance, counsel, and recommendations as to how to improve the particular problem.
- C. A teacher may exclude a pupil from class when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incident in writing. The pupil shall not be returned to the class until after consultation by the principal with the teacher. Final determination shall be made by the principal or his designee.
- D. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

If the incident is determined to be the result of teacher provocation, the Board shall have the option to provide or not to provide all reasonable assistance to the teacher.

E. If any teacher is complained against or sued as a result of disciplinary action taken by the teacher against a student that is within the written policies of the Board of Education, the Board will render all possible assistance to the teacher in his defense.

If the incident is determined to be the result of teacher provocation, the Board shall have the option to provide or not to provide all reasonable assistance to the teacher.

- F. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher unless the teacher is found guilty of wrongdoing in an established court of law.
- G. Teachers shall exercise care with respect to the safety of pupils and property but shall not be individually liable, except in the case of negligence or neglect of duty, for any damage or loss to persons or property.
- H. No action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personal file unless such matter is promptly reported to the teacher concerned.

I. The Board will review recommendations made by the Federation, submitted through the principal concerned, pertaining to rules and regulations setting forth the procedures to be utilized in disciplining, suspending, or expelling students for misbehavior. Such rules will be made available by the administration to teachers, parents, and students at the commencement of each school year.

ARTICLE XIV FROFESSIONAL RESPONSIBILITIES

- A. Teachers are responsible to the Board of Education for exercising the duties of teachers as prescribed by law.
- B. Teachers have a professional and moral obligation to the students placed in their care that extends beyond the lawful requirements. These obligations include, but are not limited to, providing of an atmosphere conductive to learning, providing an opportunity for the child to participate in class in a democratic way according to the level of maturity, providing guidance of the child in moral growth as well a academic learning, treating each child as an individual, and encouraging children to work for high individual goals. The teacher's responsibility to the child is not limited to the classroom buy extends to corridors, after school functions, field trips, and whenever the child is under the teacher's care.
- C. Each teacher has the responsibility to the parents of each child to report the child's progress in school in a fair, unbiased manner. Every parent has the right to expect that information concerning this child will remain confidential.
- D. Each teacher has the responsibility to their profession to act in a professional and legal manner. The Federation 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 that the Code of Ethics of the Education Profession, as adopted by the RFT, 1982 revision, is considered by the Federation and its membership to define acceptable criteria of professional behavior. The Federation shall recognize the Code of Ethical Procedures, Governing Relationships of Beards of Education and Superintendents of Schools.

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E. Teachers will receive Special Education Services as prescribed by law.

ARTICLE XV PROFESSIONAL COMPENSATION

A. The salaries of teachers covered by this Agreement are set forth in Article XXII, Schedule A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.

- B. The salary schedule is based upon the normal weekly teaching load as defined in Article VII. For extra work the teacher shall be entitled to appropriate additional professional compensation as defined in Article XXII, Schedule C (Extra Curricular Schedule) which is attached to and incorporated in this Agreement. The teacher shall be paid for attendance at any educational or civic function where attendance is not voluntary but required with the exception of the Annual Open House and teacher's meetings. All teacher's meetings are to commence during the contract day.
- C. Salary Schedule A is based upon the regular school calendar, Schedule D. For teaching assignments in excess of normal teaching load, teachers will be compensated at one times their individual hourly rate. A teacher shall have the right to reject any teaching assignment in excess of the normal teaching load.

The teacher's hourly rate shall be determined in the following manner:

Teacher's annual contractual salary divided by contract days divided by 309 = minute rate.

Teacher's annual contractual salary divided by contract days divided by maximum periods per day = period rate.

- D. Teachers may be paid by one of the three techniques listed below:
 - 1. Bi-Weekly during the school year and monthly during June, July, and August (40 weeks + 3 months).
 - 2. Bi-Weekly during the year with 26 pays.
 - 3. Bi-Weekly during the school year with 21 pays.

In order to use method 2 or 3 of payment, the teacher must notify the central office by August 15 of the pay year. If no notification is received, the pay will continue as previously performed. Should a regular pay day fall when school is not in session, the checks will be available at the school on or before the pay date.

- E. Teachers who work on a twelve-month basis are paid for 12 months service.
- F. A teacher engaged during the school day in negotiations on behalf of the Federation with any representative of the Board or participating in any professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary.
- G. Representatives of the Federation shall be released from regular duties without loss of salary for the purpose of participating in area, regional, state or national meetings of the MIFT, AFT, AFL-CIO. The total time for release of Federation representatives shall not exceed eight (8) days in any one school year.
- H. Teachers who are assigned teaching duties in more than one school during any day shall be reimbursed for travel. Reimbursement shall be made at the prevailing IRS rate per mile for the distance actually traveled.
- I. The results of any medical tests required by State or Federal law will be supplied to the administration.

ARTICLE XVI

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- LEAVE PAY
- A. A probationary teacher shall be entitled to thirteen (13) days sick leave after working ten school days. A tenure teacher shall be entitled to thirteen (13) days sick leave upon signing contract for the next year. Three (3) of the thirteen days may be used for purpose of personal business. Teachers hired after the first day of school in September shall have the thirteen days sick leave pro-rated in accordance with their length of service for the year. A teacher absent from duty because of personal illness or injury shall be paid his full salary for the period of such absence; not to exceed a total of thirteen (13) working days in any one year, except where additional leave time has been accumulated. In the event any one absence due to illness shall exceed thirteen consecutive school days, the Board shall reserve the right to request written notice from a doctor stating reason for absence.
- B. Each teacher shall be entitled to unlimited accumulation for the unused portion of each year's sick leave which shall be available in future years.

- C. If possible, routine health examinations, dental appointments, or surgical procedures shall be scheduled on non-school time.
- D. Leaves of absence with pay chargeable against the teacher's allowance shall be granted for the following reasons:
 - Sick leave, which shall include: personal illness which makes it unwise for the employee to be as school, illness in the immediate family, and quarantine. Up to five (5) days sick leave will be granted for death in the immediate family if taken within two (2) weeks of the bereavement. Immediate family is interpreted to mean: mother, father, spouse, parent of spouse, brother, sister, child, grandparents, or a dependent in the immediate household. Upon request, additional days may be granted by the Superintendent.
 - 2. Up to three (3) days time for attendance at the funcral service of a person whose relationship to the teacher warrants such attendance. Upon request, additional days may be granted by the Superintendent.
 - 3. Three personal days.
 - a. Teachers will notify the principal two (2) school days in advance of taking personal days except when the principal determines an emergency exists.
 b. Personal days cannot, without special permission of the principal, be taken two (2) school days prior to or following school vacation.
 - c. Recognizing that the effectiveness of a school day can be severely affected by the absence of regular teachers, personal days shall be approved at the discretion of the principal.
 - d. Personal leave days shall be subtracted from the 13 days sick leave granted per year.
- E. Each teacher will be covered by the applicable Workman's Compensation laws and the Board further agrees to pay the injured teacher the difference between his veekly income and the amount to which he is entitled under provisions of Worker's Compensation laws for a period up to 120 working days. I eyond 120 working days, such pay nents would be charged against sick leave on a pro-rated basis computed on the relationshups of the differential pay to his regular weekly pay until the sick leave is exhausted. Family health insurance benefits for the employee on workman's compensation leave will be paid by the Board for the duration of the leave, not to exceed nine (9) months.

- F. Teachers shall be given written notice of total sick days accumulated from prior years at the beginning of the school year.
- G. After five years of service in the Rudyard Area Schools, a teacher upon termination of services, or retirement shall receive \$22.50 per day accumulated sick leave to a maximum of 65 days. In the event the death of an employee precedes termination/retirement, this benefit shall be paid to the employee's beneficiary.
- H. A sick leave bank for the benefit of teachers shall be established based on the following conditions:

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- Whenever the bank reaches the minimum of two times the number of full time teachers, it shall be replenished by each teacher contributing one day sick leave to the bank. Such replenishment shall take place only once in a fiscal year.
- Whenever a teacher joins the staff, he shall contribute one day to sick leave bank. In the event that the bank is exhausted, teachers may donate additional days on a volunteer basis.
- 4. The maximum number of days that may be accumulated in the bank shall be 275. This maximum shall not apply to the contribution of new teachers.
 - The maximum number of days that any teacher shall be able to draw from the sick bank will be sixty (60) days for a tenure teacher and forty five (45) days for a probationary teacher.
 - A teacher shall not be eligible to draw from the central bank until his own personal sick leave has been expired for a period of five (5) working days. If the application is approved, the loan will be expended to cover the five-day grace period.
 - In succeeding years a teacher who had borrowed from the bank shall replace onehalf (1/2) of his accumulated sick leave at the end of each year into the central bank until he has replaced the loan.
 - The sick leave bank shall be administered by a committee of four (4) persons, two who shall be selected by the Superintendent of Schools and two by the Federation. Teachers shall make application to this committee for a loan from the central bank.

- The applicant for a loan shall provide proof from a physician stating that he is unable to return to work before a loan shall be granted. The Central Bank Committee may, at the teacher's expense, require the opinion of a second physician.
- Decisions of the Central Bank Committee shall not be subject to the grievance procedure.

- Leave of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons:
 - Jury Duty Teachers called for jury duty shall be paid their full salary provided the employee, upon receiving money from the court, reimburses the Board any per diem rate for said jury duty. Any mileage payment shall be retained by the employee.
 - 2. Court appearance as a witness is any case connected with the teachers employment or the school and involving no moral turpitude on the part of an employee, except in a case instituted by a teacher.
 - 3. Attendance at conference All requests for attendance at conferences during school time, or at any time if reimbursement for expenses is to be claimed, are to be in writing to the principal. If final approval is given, the principal will sign a conference visitation packet, and reimbursement will be made as follows:
 - a. Travel expenses by car will be reimbursed at the prevailing IRS rate per mile plus actual expenditures for tolls. Travel expenses by common carrier will be reimbursed at cost.
 - b. Cost of lodging will be reimbursed at a maximum of \$40.00 per day, unless otherwise approved in advance by the Superintendent.

Meals will be reimbursed at the rate of:

Breakfast	\$ 4.00
Lunch	6.00
Dinner	13.00
With a daily	
maximum of:	\$23.00

Reimbursement will be made upon appropriate documentation of receipts for food and lodging.

- c. Teachers shall turn in all receipts and necessary reports to the administrative office within seven (7) working days after event in which reimbursement is requested.
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Time necessary for taking selective service examination when proof is furnished of the pending examination.

A teacher absent from work because of mumps, scarlet fever, measles, chicken pox, scabies, pinkeye, mononucleosis or head lice shall suffer no loss of compensation up to a limit of ten (10) days when proof of such illness is shown by a doctor's statement. 6. Teachers involved in activities approved by the building principal will be granted leave and expenses to escort students to these activities. The building principal must be fully aware of the potential involvement of the activity prior to approval.

J. Sabbatical Leave

- Teachers who have been employed for seven (7) consecutive years by the Board may be granted a sabbatical leave by the Board for teacher improvement of up to one (1) year. It is agreed that teacher improvement includes, but is not limited to: attending a college, university or other educational institution and travel which will improve the teacher's ability to teach.
- 2. During said sabbatical leave, the teacher shall be considered to in the employ of said Board, shall have a contract, and be paid one-half base salary and insurance benefits; provided, however the Board shall not be held liable for death or injuries sustained by any teacher while on sabbatical leave.
- 3. Teachers on sabbatical leave shall be allowed credit toward retirement for time spent on such leave in accordance with the rules and regulations established by the Michigan Public School Employees Retirement Board.
- 4. A teacher returning from sabbatical leave shall be restored to his teaching position or to a position of like nature, seniority status, and pay.
- 5. Denial of sabbatical leave shall not be a subject of grievance procedure.
- 6. If a sabbatical is granted, the teacher shall in his contract agree to return to teach at Rudyard Area Schools for a minimum of two years immediately following the Sabbatical. If this condition is not met, the teacher shall return salary paid and the dollar value of all school paid benefits received during the sabbatical year. This condition must be met within thirty (30) days upon the request from the school.
- K. Part time teachers shall share, pro-rated according to their period of employment, in all sections of this Article.

L Early Retirement

PART I. Any employce eligible for retirement prior to age 60 under the Michigan Public School Retirement System will receive a stipend from the employer.

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- 1. Stipends, if any, will close upon the retiree's death.
- 2. A teacher who qualifies for retirement during a contract year will be granted retirement provided a satisfactory replacement can be found.

PART II. Yearly stipend for early retirement benefit will take place within 14 calendar days of retirement date, and each of the following yearly payments will be on the anniversary date.

PART III. The stipend will be calculated by the following method:

1. B.A. degree up to but not including a Master's degree.

Option 1. \$5,000.00 a year, payable once a year, each year for five (5) consecutive years or until the retiree's 60th birthday, whichever comes first.

<u>Option 2.</u> The employee can elect to receive a one time stipend payment of 75% of the total accrual in Option 1, payable at the time of early retirement. Employees over age 55 shall receive this stipend on a pro-rated basis depending on the number of years between retirement and age 60.

- a. Five (5) years between retirement and age 60 = 75% of total accrual in Option 1.
- b. Four (4) years between retirement and age 60 = 60% of total accrual in Option 1.
- c. Three (3) years between retirement and age 60 = 45% of total accrual in Option 1.
- d. Two (2) years between retirement and age 60 = 30% of total accrual in Option 1.
- e. One (1) year between retirement and age 60 = 15% of total accrual in Option 1.
- 2. M.A. Degree, and additional hours.

Option 1. \$6,000.00 a year, payable once a year, each year for five (5) consecutive years or until the retiree's 60th birthday, whichever comes first.

Option 2. The employee can elect to receive a one-time stipend payment of 75% of the total accrual in Option 1, payable at the time of early retirement. Employees over age 55 shall receive this stipend on a pro-rated basis depending on the number of years between retirement and age 60.

a. Five (5) years between retirement and age 60 = 75% of total accrual in Option 1.

- b. Four (4) years between retirement and age 60 = 60% of total accrual in Option 1.
- c. Three (3) years between retirement and age 60 = 45% of total accrual in Option 1.
- d. Two (2) years between retirement and age 60 = 30% of total accrual in Option 1.
- e. One (1) year between retirement and age 60 = 15 % of total accrual in Option 1.

ARTICLER XVII LEAVE OF ABSENCE WITHOUT PAY

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- A. Any teacher whose personal illness extends beyond the period of compensation under Article XV shall be granted a leave of absence without pay for up to one year if necessary to complete recovery from such illness. An extension may be granted at the Board's discretion but for not more than one year at a time. Upon returning from leave, a teacher shall be assigned to the same position, it available, or a substantially equivalent position. Such leave of absence must be requested by the teacher in writing after sixty (60) days of illness. The intention to return to a teaching position during the next school year shall be made in writing prior to March 15th.
- B. If a teacher, whose sick leave has been expended, does not apply for a leave of absence, specifying when he will return, within fifteen (15) calendar days of receiving a certified letter containing a copy of Article XVI, Sections A and B, then the individual contract between the teacher and the Board of Education shall be void.
- C. Leaves of absence without pay shall be granted upon application for the following purposes:
 - 1. Induction or enlistment in lieu of induction for military duty to any branch of the Armed Forces of the United States for the duration of any conflict or for a period of one enlistment.
- D. Leaves of absence without pay shall be granted by the Board upon application for the following purposes:
 - Study, research, or special teaching assignment involving probable advantage to the school system.

- E. Leaves of absence without pay may be granted by the Board upon application for the following purposes:
 - 1. Political leave or service in a public office.

2. Study to meet eligibility requirements for a license other than that held by a teacher.

- F. A leave of absence, without pay, shall be granted to any teacher for the purpose of child care. Said leave may commence within thirty (30) days of the request of the teacher and further provide for:
 - 1. The leave may extend up to a period of five (5) years at the written request of the teacher. If the leave is to be extended past a one-year period, the teacher will be hired back only if a position is available.
 - 2. In the event of death of the object child of the leave, the leave of absence may be terminated upon request of the teacher at the beginning of any school year or when an opening occurs in the subject or grade level.
- G. A teacher on unpaid leave due to illness shall be eligible for one-half an annual increment for any semester in which they teach a minimum of forty-five (45) days.
- II. Teachers on leave without pay shall not be given benefit of any increment which would have been credited to them had they remained in active service in the school system.

<u>ARTICLE XVIII</u> GRIEVANCE PROCEDURE

A. Definition

- 1. A claim by a teacher or the Federation that there has been a violation, misinterpretation of any provision of this Agreement or Board of Education Personnel Policy, may be processed as a grievance as hereinafter provided.
- 2. A "party of interest" is the person or persons making the claim and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
- The term "days" when used in this section shall, except when otherwise indicated, mean working school days.

B. Purpose

1. The primary purpose of the procedure set forth in this Section is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of such procedure. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with an appropriate member of the administration.

C. Time

1. If a teacher does not file a grievance in writing within fifteen (15) school days after the occurrence, then the grievance shall be considered as waived.

- 2. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of both parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship of 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.
- 3. If the time limit is not observed by the aggrieved, the grievance shall be considered settled.

D. Rights to Representation

 Any teacher may be represented at all meetings and hearings at all steps and stages of the grievance procedure by another teacher or by Federation representation. The Federation has the right to be present and state its views at all stages of the grievance process.

E. Miscellaneous

- 1. During the pendency of any proceedings and until final determination has been reached, all proceedings shall be private and preliminary dispositions will not be made public without the agreement of all parties.
- 2. There shall be no reprisals of any kind taken against any teacher or any participants in the procedure set forth herein by reason of such participation.

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- 3. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 4. Not withstanding the expiration of this Agreement, any claim or grievance arising

thereunder may be processed through the grievance procedure until resolution.

5.

The termination of services of or failure to re-employ any probationary teacher shall not be the basis of any grievance filed under the procedure outlined in this Article.

6.

The placing of a non-tenure teacher on a third year of probation shall not be the basis of any grievance filed under the procedure outlined in this Article.

LEVEL I

In the event that a teacher believes there is basis for a grievance, the teacher shall discuss the alleged grievance with his building principal either personally or accompanied by a representative of the Federation. The grievance must be discussed within fifteen (15) days after the occurrence. If, as a result of the informal discussion with the building principal, a grievance still exists, the teacher may file a written grievance with the principal on a form supplied by the administration. The written grievance must be filed within five (5) days of the informal meeting. The principal shall indicate his disposition of the grievance in writing within five (5) days of the receipt of the written grievance or the grievance will be advanced to Level II.

LEVEL II

If the aggrieved teacher is not satisfied with the disposition of the grievance by the principal, the grievance may be submitted in writing to the superintendent. The submission must be made within five (5) days of the dated receipt of the principal's disposition.

LEVEL III

Upon the dated receipt of the written grievance, the superintendent or his designee shall set a place and time, mutually agreeable to both parties, within (10) days of the dated receipt.

The superintendent or his designee shall indicate the disposition of the grievance in writing within five (5) days of such meeting and shall furnish a copy thereof to the president of the Federation and the Federation Grievance Chairperson.

LEVEL IV

If the aggrieved teacher or the Federation is not satisfied with the disposition of the grievance at Level III, the unsatisfied party shall notify the superintendent in writing within ten (10) days from the Federation's dated receipt of the written answer from the superintendent.

A hearing before the Board of Education will then be arranged to hear the grievance as presented by the parties. This meeting will take place within twenty (20) days from the Federation's dated receipt of the superintendent's disposition of the grievance. The Board of Education shall render a written decision of the disposition of the grievance within ten (10) days after the hearing date. A copy of the Board's decision will be given to the teacher, the president of the Federation and the Federation's grievance chairperson.

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LEVEL V

If the aggricved teacher or the Federation is not satisfied with the dispositon of the grievance at Level IV, the Federation may request that the grievance be submitted to arbitration. If the parties cannot agree to an arbitrator within five (5) calendar days from the notification date the arbitration will be pursued, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceedings. The Board of Education and the Federation shall not be permitted to insert in such arbitrator proceedings any material not previously disclosed to the other party. This arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The fees and expenses of the arbitrator shall be shared equally by the parties.

ARTICLE XIX NEGOTIATION PROCEDURES

A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern of the parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matter be provided. The parties accordingly undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing information and otherwise constructively considering and resolving any such matters. Negotiations under this section are not required except by mutual consent of both parties.

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B. By March 1st of the year in which the Agreement expires, the parties will begin negotiations for a new Agreement covering wages, hours, terms, and conditions of employment of teachers employed by the Board.
- C. The initial negotiating meeting shall be devoted to the development of ground rules which shall serve as guidelines for subsequent meeting. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the teachers, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- D. If the parties fail to reach an agreement in such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or a mediator from such public agency, or an arbitrator appointed pursuant to the provision of this Agreement. Any conclusions or decisions reached by the Mediation Board, mediator, or arbitrator shall not be binding upon either the Board or the Federation.

ARTICLE XX AGENCY SHOP

PART I

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For new employees, present union member employees, and laid-off union member employees when recalled.

The employer and the Federation, recognizing that the benefits of the collective bargaining agreement accrue to all members of the bargaining unit, regardless of whether or not such member belongs to the Federation, accept the following method designed to enable all above mentioned members of the bargaining unit to support the efforts of the bargaining agent on their behalf.

- A. Within thirty (30) days after employment, or the execution of this agreement or its extensions or renewals, whichever is later, all of the above stated members of the bargaining unit shall have the opportunity to join the Federation and execute an authorization permitting the deduction of Federation dues and assessments.
- B. Any of the above stated members of the bargaining unit who has not joined the Federation during such period, or having joined has not remained a member, shall immediately execute an authorization permitting the deduction of an annual service fee equal to the proportional cost of negotiating and administering the collective bargaining agreement. This amount is to be set by the RFT Board on a yearly basis and will not exceed the amount paid by the members of the RFT in dues and assessments. It is understood that the payment of such sums shall not constitute an agreement to become a member of the

Federation. Service fee deductions are to be forwarded to the RFT treasurer on a monthly basis.

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- C. The employer agrees to notify all employees in the bargaining unit (those employed at the time of execution of the agreement or its extentions or renewal, as well as new hires) of the above stated thirty (30) day period, and will supply to the Federation the name(s) of such employee(s) and the date of employment.
- D. Within the above thirty (30) days employee failure to deliver authorization shall constitute a basis for a discharge, and the employer agrees, upon a receipt of notification from the Federation that a member of the bargaining unit has failed to execute such authorization within the specified thirty (30) days, to discharge such employees within five (5) days; it being understood between the parties of this Agreement that such requirement is a condition of continued employment for the above stated employees with the employer.
- E. In the event an employee is dismissed for failure to tender required authorized amounts and is subsequently offered re-employment within the bargaining unit by the employer, such unpaid amounts shall be required to be paid to the Federation by the applicant as a precondition to re-employment.
- F. The cost of Federation membership or of the service fee for part-time employees will be pro-rated according to MIFT guidelines.
- G. The RFT, an alliliate of MFT. AFT, AFL-CIO, shall indemnify and save the employer harmless against any and all claims, demands, suits, or judgment damages, including unemployment compensation and attorney fees, which may arise from implementation of this section of the agreement. However, any costs incurred by the Board for legal representation of its own choosing shall be borne by the Board.

PART II

For present non-union member employees and any laid-off non-union member employees when recalled.

The employer and the Federation, recognizing that the benefits of the collective bargaining agreement accrue to all members of the bargaining unit, regardless of whether or not such member belongs to the Federation, accept the following method designed to enable all above mentioned members of the bargaining unit to support the efforts of the bargaining agent on their behalf.

- A. Within thirty (30) days after employment, or the execution of this agreement or its extentions or renewals, whichever is later, all of the above stated members of the bargaining unit shall have the opportunity to join the Federation and execute an authorization permitting deduction of Federation dues and assessments.
- B. Any of the above stated members of the bargaining unit who has not joined the Federation during such period, shall immediately execute an authorization permitting the deduction of an annual service fee equal to the proportional cost of negotiating and administrating the collective bargaining agreement. This amount is to be set by the RFT Board on a yearly basis and will not exceed the amount paid by members of the RFT in dues and assessments. It is understood that the payment of such sums shall not constitute an agreement to become a member of the Federation. Service fee deductions are to be forwarded to the RFT treasurer on a monthly basis.
- C. The employer agrees to notify all employees in the bargaining unit (those employed at the time of the execution of the agreement or its extensions or renewals as well as new hires) of the above stated thirty (30) day period, and will supply to the Federation the name(s) of such employee(s) and the date of employment.
- D. In the event that a bargaining unit member as stated above does not authorize payment of the annual service fee, the employer shall, at the request of the Federation, notify the employee of their non-compliance with the provisions stated herein. The parties expressly recognize that the failure of any above stated employee to comply with the provisions of this article is cause for the Federation to pursue whatever recourse it may have available including, but not limited to, legal remedies against the individual teacher.
- E. The parties agree that every teacher's contract of employment shall contain the following: "This contract is subject to a collective bargaining agreement. The terms of such agreement are incorporated herein, and by accepting this contract, you agree to be bound by all such terms, including dues/service fee provisions thereof."
- F. The cost of Federation membership or of the service fee for part time employees will be pro-rated according to MFT guidelines.
- G. The RFT, an affiliate of the MFT, AFT, AFL-CIO, shall indemnify and save the employer harmless against any and all claims, demands, suits, or judgment damages, including unemployment compensation and attorney fees. which may arise from the implementation of this section of the agreement. However, any cost incurred by the Board for legal representation of its own choosing shall be borne by the Board.

ARTICLE XXI MISCELLANEOUS PROVISIONS

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- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- B. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary to or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- C. If any provision of this Agreement or any application of this 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 applications shall continue in full force and effect.
- D. Copies of this Agreement shall be distributed at the expense of the Board and presented to all teachers now employed, offered contracts, or hereafter employed within five (5) work days of employment, or thirty (30) office work days, or ratification of this Agreement.

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ARTICLE XXII SCHEDULE A SALARY

1992-93

	BA	МА
1.	19559	20481
2.	20536	21587
3.	21563	22753
4.	22641	23981
5.	23774	25276
6.	24962	26641
7.	26210	28080
8.	27521	29596
9.	28897	31194
10.	30342	32879
12.	31859	34654
15.	33452	36525
20.	35124	38498

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1993-94 1st Semester

A.M. THURSDAY, MA

	BA	МА
1.	19950	20891
2.	20947	22019
3.	21994	23208
4.	23094	24461
5.	24249	25782
6.	25461	27174
7.	26734	28642
8.	28071	30188
9	29475	31818
10.	30949	33537
12.	32496	35347
15.	34121	37256
20.	35826	39268

1993-94 2nd Semester

	ВА		МА	terica del tato
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2.	21152	Later Cartonne	22235	
3.	22210		23436	
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5.	24487		26034	the car and and
6.	25711		27440	
7.	26996		28922	
8.	28347	a philipped in the party	30484	
9.	29764	1	32130	A light the mi
10.	31252		33865	
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ARTICLE XXII SALARY SCHEDULE SUPPLEMENT

A. \$650.00 shall be paid for fifteen (15) semester hours earned beyond a Bachelors Degree and full certification for teachers hired before September 2, 1975.

\$650.00 shall be paid for eighteen (18) semester hours earned beyond a Bachelor's Degree and full certification for teachers hired after August 31, 1975. -

Credit hours must be earned prior to September 1st and a transcript showing the hours must be presented.

- B. \$500.00 for fifteen (15) semester hours earned beyond a Masters Degree and full certification. Credit must be earned prior to September 1st and transcript showing the hours must be presented.
- C. Up to five (5) yeas credit will be given for teaching services in other public schools in the United States or its dependent schools. Teachers laid off from Rudyard Area Schools may use teaching service between layoff and recall as part of the maximum five (5) years credit.
- D. Teachers of the mentally retarded and emotionally disturbed shall receive \$500.00 above base pay when teaching in their fields. The \$500.00 payment applies only to those teachers who were employed in the assignment indicated above prior to July 1, 1978.
- E. The payment to special teachers is for consultant services and other special duties within the teacher's field as designated by the principal.
- F. Changes in pay brought about by a change in certification or degree is made retroactive only to the date of issuance of the certificate or degree.

ARTICLE XXIII HEALTH AND INSURANCE BENEFITS

A. The Board agrees to furnish to all full time teachers the following insurance program:

The Board shall provide group life insurance protection in the amount of \$25,000 that will be paid to the teacher's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount. This benefit shall be subject to terms and conditions specified in the policy and any claim settlement between the teacher and the insurance carrier shall not be the basis of any grievance or claim against the Board.

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The Board shall provide, without cost to the employee, MEBS BC/BS "Three Star Plan", with the \$50/\$100 deductible payable by the Board on a monthly basis, or the equivalent protection for a full twelve (12) month period for the employee's entire family; \$2.00 co-pay on prescription through N.P.A. and \$5,000 term life with AD & D are included in this plan. When the husband and wife are both employed by the Board, either one may choose to carry the health insurance. Those persons not requesting health insurance may select other insurances, annuitics, or other options paid by moncys from the employer in an amount of \$1250.00.

- The Board shall provide a dental program equivalent to the program provided in the 1989-90 school year as described in Addendum B for all full-time employees of the bargaining unit and their eligible dependents, including internal and external coordination of benefits.
- 4. The Board shall provide the teacher employee with a vision plan program equivalent to the program provided in the 1989-90 school year as described in Addendum C. The premium cost of the vision insurance will be shared equally by the Board and the teacher.
- 5. Tenure teachers who have exhausted sick leave accrual, the above mentioned fringe benefits shall continue throughout the balance of the contract year as defined in Section 6. The provision shall apply after the first semester for the probationary teacher. This provision shall not apply to leave of absence other than illness.

The Board shall make payment of insurance premiums for all persons who complete their contractual obligation to assure insurance coverage for the full twelve-month period commencing October 1, and ending September 30. An opportunity for fall open enrollment through November 1, will be offered to all teachers.

It is understood that even though the contract expires June 30, any teacher who is terminated in June shall have insurance coverage paid for by the Board until September 30. This individual may also choose to continue to be a part of the Rudyard group after October 1 by agreeing to reimburse the Board the actual cost of this coverage for one additional calendar year. An opportunity for fall open enrollment through November 1, will be offered to all teachers.

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New teachers and any other teacher desiring a change in coverage must fill our necessary forms in the Administrative Office by the second Friday of September. This is the responsibility of the teacher and failure to comply will result in loss of insurance benefits until the next re-opening date.

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Employees shall inform the administrative office staff of any change of dependent status for insurance purposes within thirty (30) days of such change. If an employee fails to do so, any insurance premium costs sustained by the school for unnecessary coverage shall be paid for by the employee. Prior to each school year in an orientation program, Rudyard Area School Administration shall inform teachers of the guidelines and rules regarding dependent status for insurance purposes.

- 8. Teachers hired during the year shall receive coverage as soon as possible after date of hire until the following September 30th.
- B. The Board shall provide SET Long Term Disability Insurance for each employee effective July 1, 1982. Benefits shall begin upon termination of the employee's sick leave but not before the 46th scheduled work day and it will continue at 66 2/3% to a maximum age 65, sickness or accident, and will include the following features:
 - 1. Monthly maximum of \$2,000.
 - 2. No exclusion of mental and nervous condition.
 - 3. No exclusion of alcoholism and drug addiction.
 - 4. Social security freeze.

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- 5. Rehabilitation clause.
- 6. Full family social security offset.
- 7. No pre-existing condition or waiting period.
- 8. Maternity benefits covered as new illness.
- 9. Two (2) year own occupation clause.
- 10. Three (3) month waiting period for recurrent disability or any new disability occurring in the same year, after an employee has returned to active employment.
- C. The Board agrees to provide the above mentioned insurance subsidies for programs within the underwriting rules and regulations as set forth by the carrier in the Master Contract held by the policy holder.
- D. If the Board ascertains that a substantial cost savings may be realized to the district by changing insurance carriers providing the present benefits, yet containing equivalent or improved benefits or services, the Board's representatives will obtain RFT approval before any change is made.

E. The Board will provide the opportunity for teachers to subscribe to additional comparable insurance coverage, by payroll deduction, as was the practice during the 1981-82 contract year, limited to the health insurance carrier, or if not possible, a total of not more than three (3) companies for payroll deduction for the total Federation.

ARTICLE XXIV EXTRA CURRICULAR SALARY SCHEDULE

- A. The teachers can sign up for extra curricular activities and shall be compensated in addition to their base salary for this extra curricular activity. Primary consideration for these duties shall be given to teachers in the system. All positions will be posted ten days prior to being filled except in the case of emergency.
- B. If a teacher presently has an extra curricular activity and wishes to keep that activity, this teacher shall have first consideration for this position. All extra curricular positions shall be non-tenurc.
- C. Coaching salaries shall be computed on the B.A. Schedule according to the percentage listed up to a maximum of five (5) years.
 - 1. For applicants within the system, up to a maximum of two years of prior coaching experience in the same sport in a lesser position within the system will be allowed for head coach position.
 - 2. For applicants outside the system up to five (5) years of head coach experience in the particular sport shall be granted.
 - 3. For coaching positions, other than head coach, five (5) years of prior coaching experience in the sport shall be granted.
 - 4. All coaching experience for credit at the high school level must have been with high school teams.
 - 5. All coaching experience for credit at the junior level must have been done at the high school or middle school level.
 - 6. This salary figure shall include the weeks of pre-school practice.
 - 7. A committee, mutually acceptable to the Board and the Federation, composed of one coach of a girl's athletic team, and one coach of a boys' athletic team, one noncoaching teacher, the Athletic Director, and Middle School/ High School Principal will develop criteria to assure extra curricular salary schedules are based on single rated pay existing for teachers doing similar jobs requiring equal effort, time, and responsibility.

Listed activities and positions eliminated by Board action will not be paid until such time as reinstated by the Board.

SPORT	PERCENTAGE
Varsity Football	12.0
Assistant Varsity Football	8.5
and the second se	8.2
Assistant Jr. Varsity Football	7.3
and the second se	11.0
and the second se	7.5
Varsity Track (M) (F)	9.0
Assistant Track (M) (F)	5.0
Cross Country	7.4
Varsity Volleyball Coach	10.0
Junior Varsity Volleyball Coach	7.0
Varsity Baseball	5.6
Junior High Basketball (M) (F)	3.3
Junior High Track (M) (F)	4.0
Elementary Basketball Coordinator	2.6
Elementary Basketball	1.3
Elentering Desiretonia	night/week coach

The following extra-curricular activities shall be paid according to the percentage listed based upon the first step of the salary schedule.

The Board will add class advisors (grades 7-12) to those items funded for the 1987-88 school year.

Junior High Football Coordinator	4.0
Cheerleader Advisor (High School Varsity)	5.0
Cheerleader Advisor (Junior Varsity)	3.5
Cheerleader Advisor (Junior High)	1.5
Pom Pom Advisor	2.5
Band Director*	9.0
Drama Coach	4.0/play
Debate Coach	3.0
Forensics	2.6
Choral Director*	6.0
Student Council	3.0

Class Advisors:	
Freshmen	1.0
Sophomore	1.0
Junior	4.0
Senior	2.0
7th Grade-Separate Advisor	1.0
8th (Frade-Separate Advisor	1.0
High School Newspaper Director	3.0
Safety Patrol	1.5/school
Driver Education	\$12.00/hour
Supervising Teacher	Current College Rates
Summer School (II.S. Credit Courses)	\$ 7.50/hour
Senior High Clubs	10.0
Junior High Clubs	4.0
Elementary Chorus	2.0/school
Elementary Art	1.0
Quiz Bowl	4.0
High School Publications (Newspaper,	
Yearbook and Photographic Coordinator)	7.0
	C.4

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There would be two (2) required publications of the newspaper per year.

*The Board will determine the schedule of activities in cooperation with the involved staff.

Teachers designated as department heads will be reimbursed at \$70.00 per departmental member or fraction thereof.

A committee composed of three (3) senior high school teachers, elected by the senior high faculty, and the Senior I ligh Principal, as ex-officio member will determine the distribution of the money allotted to Middle School and Senior High Clubs.

Extra curricular assignments are annual appointments and become binding on the Board and the Teacher at the time the position is filled and becomes operational at the particular school.

The principal's decision is final in the appointment to each reimbursed extra curricular assignment.

Any additions to Schedule C will be agreed to by the RFT and the Board of Education.

ARTICLE XXV SCHOOL CALENDAR

A. For the term of the Agreement, the school calendar shall be as set forth in Schedule D.

- B. Students shall be released so as to allow at least 24 hours each school year so that teachers may attend inservice training meetings and have parent-teacher conferences.
- C. The Federation shall appoint two (2) members of each building by September 15 who shall work with the building principal and shall mutually agree to the inservice program for that building.
- D. SCHEDULE D 1993-94 SCHOOL CALENDAR To be mutually determined by two
 (2) RFT and two (2) Board representatives after the Sault Ste. Marie Skill Center calendar has been completed.

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RUDYARD AREA SCHOOLS 1993-1994 CALENDAR

Wed., Sept. 1, 1993
Thurs., Sept. 2, 1993
Fri., Sept. 3, 1993
Tues., Sept. 7, 1993
Mon., Nov. 15, 1993
Wed., Nov. 24, 1993
Wed., Nov. 29, 1993
Wed., Dec. 22, 1993
Mon., Jan. 3, 1994
Thurs., Jan. 20, 1994
Fri., Mar. 25, 1994
Fri., Mar. 25, 1994
Mon., Apr. 4, 1994
Tues., Apr. 5, 1994
Wed., Apr. 6, 1994
Wed., June 8, 1994
Thurs., June 9, 1994

Fri., June 10, 1994

New Teacher Orientation Teacher Work Day No School Students First Day-Half Day No School Noon Dismissal for Thanksgiving Break Return to School-Full Day Noon Dismissal for Winter Break Return to School-Full Day Half Day for Students A.M. Kindergarten P.M. Teacher Work Time Half Day for Students P.M. Kindergarten P.M. Teacher Work Time Last Day of First Semester Spring Break-Starts at End of Day Attendance if more than three Snow Days have accumulated by this date. Attendance if more than two Snow Days have accumulated by this date. Return to school-Full Day Memorial Day-No School Half Day for Students A.M. Kindergarten P.M. Teacher Work Time Half Day for Students P.M. Kindergarten Students Last Day P.M. Teacher Work Time Teacher Work Day

If snow make up days are required after April 5, 1994, these days will be selected by the Administration and the RFT Board of Directors.

Rudyard Area Schools Board of Education By: Date:

Rudyard Federation of Teachers

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ARTICLE XXVI DURATION OF AGREEMENT

This Agreement shall be in effect for the period of July 1, 1992 through June 30, 1994.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

SIGNED FOR:

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SIGNED FOR:

RUDYARD FEDERATION OF TEACHERS

RUDYARD AREA SCHOOLS BOARD OF EDUCATION

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