

6/30/96

MASTER TEACHER CONTRACT

**JULY 1, 1993
THROUGH
JUNE 30, 1996**

BETWEEN

REED CITY EDUCATION ASSOCIATION

AND THE

**REED CITY AREA PUBLIC SCHOOL DISTRICT
REED CITY, MICHIGAN**

Reed City Area Public Schools

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THE PROFESSIONAL NEGOTIATIONS POLICY

THIS AGREEMENT entered into this 8th day of November, 1993, by and between the Board of Education of the Reed City Area Public Schools, Reed City, Michigan, hereinafter called the "Board" and the Reed City Education Association/Michigan Education Association/National Education Association, hereinafter called the "Association".

WITNESSETH

WHEREAS, the Board of Education is required by law to negotiate with the Reed City Education Association on wages, hours and the terms and conditions of employment of teachers and the parties, through negotiations in good faith have reached agreement on all such matters and desire to execute this contract covering such agreement.

ARTICLE I
RECOGNITION

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

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

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

ARTICLE II

TEACHER RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any lawful activities of the Association or negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.
- B. The Association and its members shall have the right to use the school building facilities after regular school hours for official business of the Association providing said use has first been cleared with the administration per the district's building use policy. Bulletin boards and teachers' mailboxes may be used for communications providing all such material is signed by the person(s) from whom it originates. Public address systems may not be used.
- C. The Board and the Association agree to furnish each other any information required by law.
- D. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the law.
- E. No tenured teacher shall be reprimanded, disciplined, discharged, reduced in rank or compensation or non-renewed contract without just cause.

ARTICLE III

MANAGEMENT RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by laws and the Constitution of the State of Michigan and/or the United States, including, but without limiting the generality of the foregoing, the right:
1. To hire all employees and subject to provision of law, to verify their certification and qualifications and the conditions for their continued employment; and to promote and transfer all such employees and dismissal or demotion of such employees in accordance and agreement with tenure policy.
 2. To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees.
 3. To establish grades and courses of instruction, including special programs and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
 4. To decide, after consultation and review with teachers involved, the means and methods of instruction, the selection of textbooks and other teaching materials and the use of teaching aids of every kind and nature.
 5. To determine class schedules, the hours of instruction and the duties, responsibilities and assignments of teachers and other employees with respect to administrative and non-teaching activities and the terms and conditions of employment.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States. Nothing contained therein shall be construed to deny or restrict the Board from exercising any rights it may have under the Michigan General School Laws.

ARTICLE IV

AGENCY SHOP

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

procedures (including the timetable for payment) pursuant thereto, applies only to non-Association bargaining unit members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute claim or complaint by any objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this agreement or any administrative or judicial procedure.

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

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

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

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

ARTICLE V

PROFESSIONAL COMPENSATION

- A. The salaries of teachers covered by this agreement are set forth in Schedules A-1, A-2 and A-3 which are attached to and incorporated in the agreement.
- B. New teachers hired into the Reed City Area Public School District may be given credit for previous teaching experience in other private, parochial and/or public schools, up to one year less than the number of increments on the salary schedule.
- C. The length of the school year is specified by the calendar attached to this agreement as Schedule D, including specified conference days, record days and holidays. There shall be 180 student attendance days in accordance with state guidelines.
- D. Up to ten (10) inservice training sessions may be jointly planned, and all faculty are required to attend each session until its conclusion. "Jointly planned" may be defined in one of two ways:
 - 1. At the building level, the inservice shall be planned by representatives of the administration, the RCEA building representative and two other teachers; or
 - 2. At the district-wide level, the inservice shall be planned by representatives from the administration, the RCEA president and the RCEA building representatives.
- E. The length of the work day shall be from 8:00 a.m. to 3:10 p.m. In addition, in a particular building when a faculty meeting is held, the teacher will be expected to be in attendance until its conclusion, with the meeting lasting no longer than one hour. Faculty meetings shall not be used for inservice training except in accordance with Article V, Section D of this agreement.
- F. Scheduled days of student instruction which are not held because of conditions not within the control of school authorities, such as inclement weather, fires, epidemics, mechanical breakdowns or health conditions (as defined by city, county or state health authorities) will be rescheduled to insure that there are 180 days of student instruction. Employees will receive their regular pay for days that are cancelled but shall work on the rescheduled days with no compensation except in the case of those employees who would otherwise be scheduled to work their regular assignment on the rescheduled day (42-52 week employees).

The parties agree that this contract provision has been negotiated with the intention of complying with provisions of the State Aid Act and to assure that the District will incur no loss of state aid. Further, the parties recognize the school district's obligation to comply with requirements set forth by the State Board of Education regarding the

number of "student instruction" days as defined by that agency. In addition to any requirement of the State Aid Act to receive full state aid, the parties agree to reschedule lost days of student instruction (attributable to the above conditions) to assure the minimum number of instructional days which may be mandated by the Department of Education and/or statute.

It is understood and agreed that in the event the rescheduling of the days at the end of the school year interferes with a teacher's scheduled return to school to upgrade his or her skills or other job-related activity as approved by administration, the teacher may:

- a. Use his or her personal leave;
- b. Use his or her sick leave; or
- c. Use unpaid leave time.

If, at any time during the life of this agreement, it becomes lawful to count as days of pupil instruction, days when pupil instruction is not provided due to conditions not within the control of school authorities, such as due to severe weather, fire, epidemics or health conditions, it is agreed that the following school closing provision shall become immediately effective:

When conditions not within the control of school authorities, such as severe weather, fire, epidemics or health conditions, or an employer directive results in the closing of a school or other facility of the employer, bargaining unit members shall be excused from reporting to duty without loss of pay. Days shall not be rescheduled.

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

- G. A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary. The number of staff to be released shall not exceed four (4) at any one time.
- H. Any member of the Association required to perform duties beyond the agreed upon calendar shall be compensated on a pro-rated basis of his/her salary rate for the school year for which the extra duties are performed. The member may choose to be given release time rather than monetary compensation up to a maximum of five (5) days of release time.
- I. Procedures for reimbursing employees for expenses incurred shall be developed by a committee or representatives of the administration and the Association. The procedures developed shall include forms and timelines for submission and payment. The procedures developed shall be attached to this document as Schedule B.

J. Salary will be paid bi-weekly under the following options:

1. Twenty-one (21) bi-weekly payments.
2. Twenty-six (26) bi-weekly payments.

K. If the administration arranges with a teacher to substitute for an absent teacher and the former teacher is thereby deprived of his or her preparation period, said teacher shall be compensated in the high school at $.25 \times$ current sub pay per class period and at the middle school at $.215 \times$ current sub pay per class period. The third time and thereafter that a teacher substitutes, the compensation shall be $.42 \times$ current sub pay at the high school and $.36 \times$ current sub pay at the middle school.

Elementary teachers will be compensated at middle school rates. Compensation is required when a teacher substitutes for another teacher or upon the cancellation of specials.

- 0-20 minutes will equal one-half (1/2) period.
- 21-45 minutes will equal one (1) period.

Teachers called upon to substitute for an absent teacher may opt to accumulate release time to be taken in increments of full days.

Teachers will not be able to accumulate more than three (3) days of release time. Once a teacher reaches the three (3) day maximum limit, they will accept the compensation listed above.

ARTICLE VI

TEACHING LOADS AND ASSIGNMENTS

- A. Teachers who will be affected by a change in teaching assignment will be consulted and given various options at least ten (10) working days prior to the effective date of the transfer by the administration. If a teacher cannot be contacted personally or by phone at their personal residence, a certified letter of notification will be sent to their residence as recorded in the central business office. Change of assignment will be effective five (5) working days from mailing date.

- B. All personnel covered by this contract shall be given a duty-free lunch period during which time said personnel shall be given no assigned duties other than taking those disciplinary actions upon students which are a normal part of a teacher's everyday duties. Lunch periods will be as follows:
 - 1. Elementary School (K-3) 45 minutes
 - 2. Upper Elementary School (4-5) 45 minutes
 - 3. Middle School (6-8) 35 minutes
 - 4. Senior High School (9-12) 35 minutes

In addition, elementary and upper elementary teaching staff shall have duty-free recess periods.

Every effort will be made to provide "blocked" preparation time for elementary teachers. A committee will be formed consisting of representatives from Norman, Hersey and the Upper Elementary Schools, teachers of "specials" and administration to study the opportunities and recommend a resolution for the 1993-94 school year.

- C. Inasmuch as the pupil-teacher ratio is an important aspect of an effective educational program, it is mutually agreed by the administration, Board and Association that the following guidelines on class size will be observed.

The effective class size shall not, after the second Friday of the school year, exceed the effective maximum provided herein.

Elementary Maximum:	Kindergarten	25
	Grades 1-2	25
	Grade 3	27
Upper Elementary Maximum:	Grade 4	25
	Grade 5	27
	Physical Education	25
	Life Skills	25
	Music	25

Middle School Maximum:

General	28
Industrial Arts	25
Physical Education	30
Life Skills	25
Art	25
Computer Science	24
General Math	22
General English	22
Vocal Music	35 *

* When numbers exceed 35 students, an accompanist will be hired in lieu of overage pay.

High School Maximum:

General	28
Lab Science	25
Business	28
Typing	25
Wood Shop	24
Machine Shop	18
Small Engine Repair	22
Physical Education	35
Art	22
Life Skills	22
English Composition	24
Individual Reading	22
Basic Communication	22
Individualized Grammar	22
Reading for Understndg	22
Expressing Ourselves 9	22
Word Power 9	22
Basic Math 1	22
Basic Math 2	22
Basic Math 3	22
Basic Math 4	22
Co-Op	45 *

* Average Per Hour of Release Time

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

Grades K-4	\$2.25 per student per day
Grades 5-8	.40 per student per hour per day
Grades 9-12	.45 per student per hour per day

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

- E. Special Education. In the development of this agreed-upon standard, the parties recognize that some students who have physical, mental and/or emotional impairments (handicaps as defined by law)

require special education programs and services. They also recognize that without proper planning, the integration (mainstreaming) of these students into the least restrictive environment as required by law may interfere with and/or place extraordinary demands on the regular (non-special education) classroom teacher as well as other students in such classrooms. Accordingly, it is agreed that while all provisions of the Special Education Code of the State must be complied with and no deviation from such Code sought without the prior express approval of the Association, that in addition the following provisions will be made:

1. No special education students shall be placed in a regular education classroom without written notification of placement to the affected regular education teacher(s). The written notification will include a description of the handicap and a complete copy of the proposed educational plan for said student(s). In addition, the affected teacher(s) will be involved in the IEPC process.
2. The regular education teacher(s), special education consultant(s) and special education teacher(s) will be given the opportunity during the work day (school hours) for planning and decision-making in regard to the individual needs of the student(s) and training needs of the affected regular classroom teacher(s).
3. Special needs students currently comprise approximately 10% of the student population. When enrollment of special education students exceeds 10% of the enrollment in a regular education class, with a minimum of three (3), the regular education teacher will be compensated at the rate established for enrollment exceeding class size guidelines (as described in Article VI-C). Compensation for special education students will count as one (1) for resource room students and one-half (1/2) for other students receiving special education services.

F. Administering Medication. In the event that medicine(s) are to given to any student, such medicine(s) shall be administered by the principal's designee when the following conditions are met:

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

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

ARTICLE VII

TRANSFERS

- A. Since the frequent transfer of teachers from one school building to another can be disruptive of the educational process and can interfere with optimum performance, the parties agree that unrequested transfers of teachers are to be minimized and avoided whenever practical. In the event that an involuntary transfer becomes necessary, all parties involved (teachers and building principals) shall meet to determine a mutually agreeable solution. In the event that a mutually agreeable solution cannot be arrived at, the least senior certified teacher shall be transferred. Transfers shall also be subject to the provisions of Article VI, Section A of this agreement.
- B. In the event that transfers of teachers are necessary, available positions in other schools of the system shall be made known to the staff. The administration will make an effort to relocate teachers at their request, but at the same time, shall endeavor to maintain a balanced staff in each school.
- C. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights and he/she may have had under this agreement prior to such transfer to supervisory or executive status. The teacher in this new position shall have up to two (2) years to determine their suitability for the position. Once this probationary status expires, the teacher shall lose such rights and he/she may have had under the agreement.
- D. In the event a vacancy arises, the position shall first be offered to a teacher on lay-off in accordance with Article XII, Section D of this agreement. This recall may require involuntary transfer of working staff members. If so, the procedure of Part A above will be utilized. If the vacancy is/cannot be filled in this manner, the superintendent shall post a notice of such vacancy on faculty bulletin boards and notify the President of the Association in writing prior to filling such vacancy. Such vacancy will remain posted for five (5) days prior to the position being filled. Any bargaining unit member possessing proper certification shall be considered for this position after making application to the superintendent of schools within the five (5) day posting period. The Board agrees to give due weight to the professional background, attainments, length of service in the district, class/grade level experience, area of specialization and other relevant factors.

ARTICLE VIII

LEAVES OF ABSENCE

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

A. Sick Leave

1. Ten (10) days shall be credited annually to each teacher. Teachers shall notify their building principal in case of illness.
2. Ten (10) days will be credited at the beginning of the school year. Such leave may be cumulative to a total of one hundred fifty (150) days.
3. In addition to personal illness, absence from duty chargeable against sick leave not to exceed a total of thirty (30) days per year, may be granted for the following reasons:
 - a. Illness in the Immediate Family. "Immediate Family" shall be interpreted as spouse, parent, parent of current spouse, son, son-in-law, daughter, daughter-in-law, grandchild, brother, sister, brother-in-law, sister-in-law or grandparent.
 - b. The superintendent of schools may grant absence from duty chargeable to sick leave for other extenuating circumstances.
4. The Board of Education reserves the right to require a doctor's written statement as evidence of illness or injury.
5. If it is necessary for a bargaining unit member to be absent from duty due to illness or injury which is determined to be compensable under the Michigan Workers' Compensation Act, the employee shall receive the difference between his/her net salary and the amount received as workers' compensation benefits. This salary differential shall be calculated on a percentage basis and the same percentage shall be deducted from the employee's accumulated sick leave. For example, if workers' compensation pays 60% of the net pay amount, sick leave will pay 40% and the employee's sick leave accumulation will be charged .4 of a day for each day used in this fashion.

Provided, that the district shall not be required to allow proportional use of sick days where an employee is receiving workers' compensation benefits in the event that the district's workers' compensation carrier determines that such sick leave payments are required to be coordinated under Section 354 of the Workers' Compensation Act, MCLA 418.354. In that event, the

employee shall receive only the workers' compensation benefits for which he/she has been determined to be eligible.

6. Sick Leave Bank. At the beginning of each school year an open enrollment period, commencing on the first teacher workday and being thirty (30) calendar days in length, shall be made available for teachers to enroll in the sick leave bank. New teachers hired after the open enrollment period shall have thirty (30) calendar days to enroll in the bank. Each teacher enrolling in the bank will contribute one (1) day of his/her sick leave to the bank.

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

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

Members borrowing sick leave days from the bank will be required to repay those days. Employees will be required to repay those days with a minimum of five (5) days per year until all days borrowed from the bank are repaid. Payback will be made at the onset of the school year subsequent to the year that the days were borrowed.

Other teachers may, on behalf of the borrowing member, repay the sick leave days borrowed according to the payback guidelines. Intent to do so by another teacher must be submitted in writing to the superintendent's office and to the sick leave bank committee prior to or during the open enrollment period.

Members that have not repaid the days borrowed from the sick leave bank and are requesting to terminate their membership in the bank shall be obligated to repay those days within thirty (30) days of their membership termination at the appropriate minimum rate until all days borrowed are repaid. If the employee does not accomplish repayment in the manner and time described immediately above, the district shall have the right to make appropriate deductions from future wages owed the employee and/or from future allocations of sick leave provided to the employee under the terms of this agreement.

Teachers, including those filling temporary vacancies, who elect to become members of the sick leave bank, borrow days from the bank and terminate their employment with the Reed City Area Public School District before all days borrowed from the bank are repaid, shall have their per diem pay withheld from any compensation owed for all days not repaid. The sick leave bank shall be credited with these repaid days.

Other teachers may, on behalf of the borrowing member who is terminating his/her employment, repay the sick leave days. In this situation, intent to repay the days borrowed on behalf of the teacher terminating his/her employment must be submitted in writing to the superintendent's office and the sick leave bank committee within five (5) calendar days of the submission of the teacher's resignation.

When the sick leave bank is depleted to one hundred (100) days, members will contribute one (1) day of their sick leave. Necessary additions will be made at the beginning of each school year, and are to be made after all repayments have occurred. The sick bank shall have a maximum of two hundred (200) days.

The sick leave bank will be controlled by a committee composed of two (2) teachers selected by the Association and two (2) administrators appointed by the superintendent. The committee shall develop guidelines and procedures for utilization of the sick bank. A tie vote will result in the rejection of the request.

If there is a question as to the length of time necessary for convalescence or the teacher's ability to return to work, a Board-appointed physician paid by the Board will determine the extent of the convalescence or ability to return to work.

Decisions and actions of the committee shall be final and not subject to the grievance procedure.

7. Any teacher whose personal illness or disability extends beyond the period compensated under this Article shall be granted a leave of absence without pay for one (1) calendar year after using available sick leave.

B. Personal Leave

1. Personal leave (with pay but not chargeable to sick leave) for business which cannot normally be carried on after school hours, on Saturdays, or vacation periods.
 - a. Any full-time, full academic year personnel regularly employed by the Board shall be granted two (2) days of leave per year. Teachers employed during the second semester shall be granted one (1) day of leave to transact personal business. Those employed less than full-time shall be granted the equivalent of two working days.
 - b. In no case will teachers be granted personal leave immediately before or after a school holiday, vacation or recess period.
 - c. Personal business leave may be taken in one period/hour increments ranging from one hour to two (2) days as needed to complete the business.

- d. Arrangements for personal leave as herein defined in Article VIII, Section B-1-a, shall be made by notifying the individual's principal two (2) days in advance of taking a personal business day except in cases of emergency, in which case the principal shall be given sufficient information to allow him/her to determine the circumstances do in fact constitute an emergency.
2. Bereavement Leave. When death occurs in a teacher's immediate family*, the teacher, upon request, will be excused for up to five (5) working days beginning with the day after death provided he/she attends the funeral. The five (5) days provided for the above may be days other than those immediately following the date of death if unusual circumstances exist.
 - * "Immediate Family" shall be interpreted as spouse, parent, parent of current spouse, son, son-in-law, daughter, daughter-in-law, grandchild, brother, sister, brother-in-law, sister-in-law or grandparent.
3. Personal Leave (without pay, but retaining earned sick leave)
 - a. Personal leave without pay will not be granted for extension of vacations. The superintendent shall retain the right to grant or deny requests for personal leave without pay for other reasons. The teacher has the right to appeal the superintendent's decision to the Board of Education.
 - b. Overseas Dependent Schools. Leave of absence may be granted up to two (2) years to any tenure teacher who joins the Overseas Dependent Schools as a full-time teacher. Any period so served shall be treated as time taught for purposes of the salary schedule set forth in Schedule A of this agreement. The teacher shall be entitled to return from the above-mentioned leave providing that a position is available for which he/she is qualified.
 - c. Sabbatical. Teachers who have been employed for seven (7) years may, at the discretion of the Board of Education, be granted a sabbatical leave, without pay or fringe benefits, for one (1) year. A sabbatical leave is defined as being for the purpose of pursuing a formal educational program. A teacher, upon return from a sabbatical leave, shall be restored to his/her former teaching position or a position of like nature. Any year period spent on an approved sabbatical leave will entitle the teacher to accrue seniority and retain placement on the salary schedule.
 - d. Military Leave
 - i. Military leaves of absence shall be granted to any teacher who shall be inducted for military duty in any branch of

the Armed Forces of the United States. Teachers on military leave shall be given the benefits of any increments and sick leave allowances which would have been credited to them had they remained in active service to the school.

- ii. A teacher who is a member of the United States Armed Forces Reserve units or of the National Guard and is called into active service shall be granted a leave of absence for that purpose. The teacher will suffer no loss of pay or benefits for time spent on such leave provided the teacher turns into the superintendent all compensation received while on active duty. Expenses paid to the teacher by the military are not to be considered compensation that is to be reimbursed to the district.
- e. Child Care Leave. A leave of absence shall be granted to any male or female bargaining unit member for the purpose of child care. Whenever possible, teachers shall notify the superintendent no later than sixty (60) days prior to the anticipated date of the desired leave. In case of adoption, the sixty (60) day requirement can be waived.
- i. A pregnant bargaining unit member may commence said child care leave prior to, or subsequent to, the birth of her child at her option. A child care leave shall be available to the bargaining unit member upon termination of her disability benefits, at the option of the bargaining unit member. The bargaining unit member may terminate the leave upon two-week written notification to the superintendent.
 - ii. The initial leave period during which insurance benefits shall continue will be the rest of the month the leave was granted and the following month. The leave shall be extended up to a period of two (2) school years by written request of the bargaining unit member. The teacher on leave has the option of paying her own health insurance premiums at group rate subject to the provisions of the carrier.
 - iii. The leave shall be extended up to a period of one (1) year by written request of the bargaining unit member and reinstatement shall be to the bargaining unit member's former position.
 - iv. An additional year may be granted; however, reinstatement shall be limited to the next available position for which the bargaining unit member is certified.

4. Association Days

- a. Teachers who are officers of the Michigan Education Association shall, upon proper application, be given leave of absence without pay or fringe benefits, for the purpose of performing duties for the Association, providing a suitable replacement can be found. Upon return, the teacher will be reinstated to their former position.
- b. Teachers who are officers or delegates of the Reed City Education Association shall, upon proper application, be granted collectively a maximum of fifteen (15) days during the school year for Reed City Education Association business. Such leave is with pay and benefits. The Association agrees to reimburse the school district for the substitute teacher's pay for each Association Day used by its officers or delegates.

5. Jury Duty Leave. A teacher who is summoned for jury duty and is not relieved from such duty shall be granted a jury duty leave of absence for that purpose, provided evidence of such duty is presented to the superintendent at the earliest possible date. Employees shall work their scheduled hours when not serving as jurors and an employee not selected to serve on a particular jury shall report for work immediately after selection of said jury. Provided the teacher turns into the superintendent all compensation received for jury duty, the teacher shall suffer no loss of pay for time spent on jury duty leave. Expense money paid to the teacher by the court is not considered compensation. The teacher is entitled to keep all expense money paid by the court without loss of time spent on jury duty leave.

ARTICLE IX

NEGOTIATIONS PROCEDURE

- A. The representatives of the Reed City Education Association and the representatives of the Board of Education agree to meet as often as is deemed necessary during the term of the contract to discuss items of mutual concern relating to this contract. Items for a given meeting shall be limited to an agenda proposed in advance.
- B. At least sixty (60) days prior to the expiration of this agreement, the two parties will begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.
- C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
 1. Negotiation meetings will be held at a mutually satisfactory time and place.
 2. Meetings shall be private and shall not be open to the public or news media.
 3. Each party shall have a chairperson present for each meeting.
 4. Each party shall keep its own minutes of the negotiations proceedings unless otherwise mutually agreed upon for one person to keep the minutes.
 5. All agreements are tentative until final agreement is reached on the complete contract. Tentative agreements shall be duplicated, dated and initialed by the chairperson of each party.
 6. Either party may caucus at any time.
 7. The date and time of the next meeting should be set before close of the preceding meeting.

ARTICLE X

GRIEVANCE PROCEDURE

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

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

- C. A written grievance as required herein shall contain the following:
1. It shall be signed by grievant(s) and chair of the grievance committee if the Association is processing the grievance on behalf of the grievant(s).
 2. It shall contain the date when the alleged violation first occurred.
 3. It shall contain a synopsis of the facts giving rise to the alleged violation.

4. It shall cite the section(s) or subsection(s) of this contract alleged to have been violated.
5. It shall specify the relief requested.

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

D. Procedure for adjudging of grievance:

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

- b. The Board of Education shall hear the grievance in dispute and shall render its decision in writing within fifteen (15) work days from the close of the meeting. The Board of Education's decision shall be submitted in writing and a copy furnished to the grievant and chairperson of the grievance committee.

E. Arbitration

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

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

1. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.
 2. He/she shall have no power to establish salary scales or change any salary.
 3. He/she shall have no power to decide any question which under this agreement is within the power of management to decide.
 4. He/she shall have no power to interpret State or Federal laws.
 5. Where no wage loss has been caused by the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
- F. Workday. For the purpose of this Article, a workday is a day when school is in session.
- G. Policy Grievance. The Association may file a policy grievance when such grievance may affect teachers. Such grievance shall be filed within ten (10) work days after the Association should have had knowledge of the incident. A policy grievance may be initiated at Step 3.
- H. Any grievance not advanced to the next step by the Association within the time limit in that step, or if no time limit is specified, within four (4) working days shall be deemed abandoned. Time limits may be extended by the Board and the Association in writing, and then the new date shall prevail.

1. On written agreement between the Board and the Association, hearing upon a grievance may be commenced at any step, and any time limit within the grievance procedure may be extended by mutual agreement.
 2. An employee has the right to be represented at any step in the grievance procedure by a designee of the Association. The employee may have other parties present.
 3. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship for any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. A grievance arising from an incident occurring prior to the expiration of the agreement may be processed through the grievance procedure until resolved.
- I. The fees and expenses of the arbitrator shall be shared at a rate of fifty percent (50%) for the Board and fifty percent (50%) for the Association.
 - J. The decision of the arbitrator shall be final and binding upon the employees, district and Association. Subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall forthwith be placed into effect.

ARTICLE XI

LAY-OFF AND RECALL

- A. In the event of a reduction, affected teachers will be notified thirty (30) calendar days prior to the effective date of lay-off.
- B. In the event of a reduction in personnel, the following procedure shall be utilized:
 1. In grades K-6, the Board shall retain teachers with the greatest seniority, provided they are certified to teach the available positions.
 - a. Band requires an instrumental music major, minor or masters degree. Choir requires a vocal music major, minor or masters degree.
 2. In grades 7-12, lay-off will be on the basis of seniority and qualification, the most senior teachers being retained so long as they are qualified for available positions. Qualified is defined as having a major, minor or masters degree in grades 9-12, and in grades 7-8 having state certification and providing the teacher's qualifications are in compliance with the accreditation standards of the North Central Association of Colleges and Schools.
 - a. Band requires an instrumental music major, minor or masters degree. Choir requires a vocal music major, minor or masters degree.
- C. Seniority shall be computed from the last date of hire and shall be defined to mean the amount of time continuously employed by Reed City Area Public Schools. Time spent on leave shall not be construed as a break in continuous service and seniority shall continue to accrue. The district shall present to the Association a current seniority list of bargaining unit members prior to October 15th of each year. Accompanying the name of each teacher on the list shall be the date of last hire and each teacher's certification.
 1. For the purpose and intent of the current contract, the word "teacher" as used in Article XI, Lay-Off and Recall, shall be interpreted to include all teacher certified employees excluding administrators who have never been members of the Reed City Education Association. Teachers who are transferred to supervisory or administrative positions shall be subject to the language in Article VII, Section C. Their seniority shall be frozen at the time their new position begins. Present administrators who were formerly members of the bargaining unit shall have until June 30, 1994 to return to a bargaining unit position.

- D. Teachers shall be recalled in inverse order of lay-off for position openings for which they are certified and qualified (as determined in accordance with Section B above). The Board shall give written notice of recall from lay-off by sending a certified letter to the teacher at his/her last known address, with a copy to the Association president.

It is the responsibility of the teacher to notify the Board of any changes in address. If a teacher fails to report for work within fifteen (15) calendar days from the date on which the recall notice was sent, unless an extension is granted in writing, said teacher will be considered a voluntary quit and shall thereby terminate any employment relationship with the district. Refusal or acceptance of a position that is less than full-time shall not affect a teacher's recall right to a full-time position.

- E. A laid-off teacher will only be allowed to refuse one recall.
- F. During a period of lay-off, teachers shall not be entitled to any pay or fringe benefits at district expense.

ARTICLE XII

MISCELLANEOUS PROVISIONS

- A. Teachers shall be informed of a telephone number they shall call before 6:00 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.
- B. The Association and/or its members shall not engage in nor encourage concerted action of any type against the school district which would be in violation of this contract or in violation of the laws or statutes of the State of Michigan.
- C. The Board of Education and the Reed City Education Association agree to the Board of Education and administration policies and procedures now in effect unless otherwise altered by specific conditions contained within this contract. This agreement shall supersede any contrary or inconsistent terms contained in any individual teacher contracts and shall be made expressly subject to the terms of the agreement.
- D. Copies of this agreement shall be printed at the expense of the Board of Education and said copies, separate from the Administrative Bulletin, shall be presented to all teachers now employed and hereafter employed by the Board.

ARTICLE XIII

SALARY - TERMINATION OF EMPLOYMENT/SEVERANCE PAY

- A. Personnel leaving the system and/or retiring will be paid all salary due at the date of termination of employment.
- B. Upon retirement, severance pay will be paid at fifty percent (50) of the current substitute daily pay per day of accumulated sick leave.
- C. Severance pay will be paid to any teacher leaving the system according to the following formulas:
 1. Teachers with 5-9 years of service in Reed City:
Daily sub pay x 10% x accumulated sick days
 2. Teachers with 10-14 years of service in Reed City:
Daily sub pay x 13% x accumulated sick days
 3. Teachers with 15-19 years of service in Reed City:
Daily sub pay x 25% x accumulated sick days
 4. Teachers with 20-29 years of service in Reed City:
Daily sub pay x 35% x accumulated sick days
- D. Early Retirement Incentive. The early retirement incentive will be covered in a Letter of Agreement between the Reed City Education Association and the Reed City Board of Education and will be attached to this agreement as Schedule E. The provisions in the Letter of Agreement will be in effect for the period beginning September 10, 1990 and concluding June 30, 1996. This provision and the opportunity to receive the corresponding payment expires and shall be null and void after June 30, 1996, unless extended in writing by mutual agreement of the parties.

ARTICLE XIV

EVALUATION OF PERSONNEL

A. Evaluation of Teachers by Administrative/Board Appointed Evaluator:

1. All duties or responsibilities and criteria for evaluation of any Reed City Education Association bargaining unit member will be determined with the approval of the Reed City Education Association. No evaluation instrument other than the one approved by the Association for the position to be evaluated may be used.
2. The evaluator shall provide orientation regarding the agreed-upon evaluation instrument, procedures and criteria for each Association member. When a new instrument is devised, all members shall receive the orientation. Subsequent orientations shall be provided for all new bargaining unit members and will be available for any other bargaining unit members who request such orientation.
3. Evaluators shall provide notice of one (1) day for formal evaluations. Formal evaluations consist of observation of more than fifteen (15) minutes in length, during which observations are written.
4. The evaluator shall provide an observation report to the person evaluated within forty-eight (48) hours of the observation on a form which is agreed upon by the Association, administration and Board of Education.
5. Any complaint against a bargaining unit member by any person, including any parent or student, must be brought to the attention of the member. No such complaint shall be utilized in any way in the evaluation process provided in this Article unless the member has been previously provided a copy of the signed complaint and has been notified of the evaluator's intent so to use.
6. Evaluators shall use teacher evaluation instruments as specified in Section C-1 of this Article.
7. Association members shall have the right to respond formally, in writing, to any part of the member's evaluation. Any response to an evaluation shall be attached to the evaluation and be done within forty-eight (48) hours.
8. Probationary teachers shall be evaluated four (4) times per year. Tenure teachers shall be evaluated a minimum of one (1) time every three years.
9. Probationary notice or notice of the denial of tenure to a probationary teachers shall be given by April 30 of each year. Copies of the probationary/denial of tenure notice shall be given to the probationary teacher and the president of the Association.

B. Evaluation of Administrators by Teachers:

1. Teachers in each building shall have the right to evaluate principals/administrators responsible for their building.
2. Evaluations shall be compiled by the Association's building representative and one other designee of the Association.
3. Summarized results of evaluations shall be presented to the principal/administrator and the superintendent of schools.

C. Evaluation Instruments:

1. All evaluation instruments shall be developed by a committee representing the Association and the Board/administration and be mutually agreed-upon by the Association and Board/administration.
2. Evaluation forms may be revised at any time through mutual agreement between the Association and Board/administration.
3. Copies of the evaluation instruments shall be attached to this contract as Schedule F.

D. Plans of Assistance:

1. In the event that a teacher experiences severe problems in the areas of classroom management and/or teaching methodology to the extent that student learning is adversely affected, that teacher may be placed on a plan to improve the quality of his/her performance. This plan shall be called a "Plan of Assistance".
2. Establishment of plans of assistance:
 - a. All plans of assistance will follow a similar format and be mutually agreed-upon by the administration, Association representative and individual teacher.
 - b. The Association shall be notified regarding the concerns about a teacher prior to the establishment of a plan of assistance.
 - c. Teachers shall have Association representation at all meetings regarding plans of assistance.
 - d. Plans of assistance shall be signed by the building administrator, the teacher and an Association representative.
 - e. Copies of plans of assistance and all subsequent related documents shall be on file with the building administrator, teacher and Association president.
3. Individual plans of assistance are designed to improve instruction, accentuate positive strengths and remediate problem areas.

4. Plans of assistance will be developed for an individual under any of the following circumstances:
 - a. After two consecutive evaluations indicate "unsatisfactory" in three or more areas on the teacher evaluation form.
 - b. After four consecutive evaluations indicate "needs improvement" in three or more areas on the teacher evaluation form.
5. Outcomes:
 - a. The administration, Association representative and the individual will mutually establish outcomes for the plan of assistance.
 - b. Outcomes shall be clear and measurable with specific expectations and criteria for successful attainment.
 - c. The means of reaching established outcomes shall be outlined at the time of the development of the plan of assistance.
6. Time Frame:
 - a. Timelines shall be established for achieving stated outcomes with specific beginning and ending dates according to the specific needs.
 - b. When possible, plans of assistance will cover more than one school year to insure adequate opportunity for professional development and accurate evaluation of performance.

ARTICLE XV

ENTIRE AGREEMENT CLAUSE

- A. This agreement supersedes and cancels all previous agreements between the Board and the Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.
- B. This agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.
- C. If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

ARTICLE XVI

SCHOOL IMPROVEMENT PLANS/SITE-BASED DECISION-MAKING

- A. The provisions contained in this Article shall apply to all School Improvement Plans (SIP) and Site-Based Decision-Making Plans (SBD), or other similar plans.
- B. The Board/administration and the Association shall formulate such plans.
- C. No plan shall be implemented without the mutual consent of both parties.

ARTICLE XVII

DURATION OF AGREEMENT

This agreement shall become effective upon ratification by both parties.
(This agreement shall be retroactive to July 1, 1993.)

This agreement shall continue in effect until the date immediately preceding
the first scheduled work day of the 1996-97 school year.

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

REED CITY BOARD OF EDUCATION

By *James R. White*
President

By *Mark J. Eschenberg*
Secretary

REED CITY EDUCATION ASSOCIATION

By *Mark Robb*
President

By *Maryl Sensabaugh*
Secretary

Salary Schedule
1993-1994 School Year
First Semester

	Index	B.A.	M.A.	M.A. 20	Ed.S.
Step 1	1.00	21,879	23,194	24,052	24,709
Step 2	1.055	23,083	24,470	25,375	26,068
Step 3	1.11	24,286	25,745	26,697	27,428
Step 4	1.16	25,380	26,905	27,900	28,663
Step 5	1.22	26,692	28,297	29,343	30,146
Step 6	1.27	27,787	29,457	30,546	31,381
Step 7	1.33	29,100	30,848	31,988	32,863
Step 8	1.38	30,193	32,008	33,191	34,100
Step 9	1.44	31,506	33,399	34,634	35,541
Step 10	1.49	32,600	34,559	35,837	36,817
Step 11	1.55	33,913	35,950	37,280	38,300
Step 12	1.63	35,663	37,806	39,204	40,277
Step 15	1.71	37,414	39,662	41,128	42,253
Step 20	1.76	38,507	40,821	42,331	43,489
Step 25	1.81	39,601	41,981	43,534	44,724

Salary Schedule
1993-94 School Year
Second Semester

	Index	B.A.	M.A.	M.A. 20	Ed.S.
Step 1	1.00	22,317	23,658	24,533	25,204
Step 2	1.055	23,544	24,959	25,882	26,590
Step 3	1.11	24,772	26,260	27,231	27,976
Step 4	1.16	25,887	27,443	28,458	29,236
Step 5	1.22	27,226	28,863	29,930	30,749
Step 6	1.27	28,343	30,046	31,157	32,009
Step 7	1.33	29,682	31,465	32,628	33,521
Step 8	1.38	30,797	32,648	33,855	34,782
Step 9	1.44	32,136	34,067	35,327	36,252
Step 10	1.49	33,252	35,250	36,553	37,553
Step 11	1.55	34,591	36,669	38,026	39,066
Step 12	1.63	36,377	38,562	39,988	41,082
Step 15	1.71	38,162	40,455	41,951	43,099
Step 20	1.76	39,277	41,638	43,178	44,358
Step 25	1.81	40,394	42,821	44,404	45,618

Longevity Steps 15, 20 and 25 are for years of service in Reed City plus the number of steps at the time of hire.

If, in the opinion of the administration and the Board of Education, a teacher having thirty (30) semester hours beyond the Bachelor's Degree has taken subjects directly related to his/her teaching field, he/she may be considered to have a Master's equivalent and thereby be compensated at the same rate as the holder of a Master's Degree. A teacher, having completed thirty (30) semester hours beyond the Master's Degree having taken subjects directly related to his/her teaching field, may be considered to have an Education Specialist's equivalent and thereby be compensated at the same rate as the holder of an Education Specialist's Degree.

Salary Schedule
1994-1995 School Year
First Semester

	Index	B.A.	M.A.	M.A. 20	Ed.S.
Step 1	1.00	22,763	24,131	25,023	25,708
Step 2	1.055	24,015	25,458	26,400	27,121
Step 3	1.11	25,267	26,785	27,776	28,536
Step 4	1.16	26,405	27,991	29,027	29,821
Step 5	1.22	27,771	29,440	30,529	31,364
Step 6	1.27	28,909	30,647	31,780	32,649
Step 7	1.33	30,275	32,094	33,281	34,191
Step 8	1.38	31,413	33,301	34,532	35,477
Step 9	1.44	32,779	34,748	36,033	36,977
Step 10	1.49	33,917	35,955	37,284	38,304
Step 11	1.55	35,283	37,402	38,786	39,847
Step 12	1.63	37,104	39,334	40,788	41,904
Step 15	1.71	38,925	41,264	42,790	43,961
Step 20	1.76	40,063	42,471	44,041	45,246
Step 25	1.81	41,201	43,677	45,292	46,531

Salary Schedule
1994-95 School Year
Second Semester

	Index	B.A.	M.A.	M.A. 20	Ed.S.
Step 1	1.00	23,218	24,613	25,524	26,222
Step 2	1.055	24,495	25,968	26,928	27,664
Step 3	1.11	25,773	27,321	28,332	29,107
Step 4	1.16	26,933	28,551	29,608	30,417
Step 5	1.22	28,326	30,029	31,139	31,991
Step 6	1.27	29,488	31,260	32,416	33,302
Step 7	1.33	30,881	32,736	33,946	34,875
Step 8	1.38	32,041	33,967	35,222	36,187
Step 9	1.44	33,434	35,443	36,754	37,716
Step 10	1.49	34,596	36,674	38,030	39,070
Step 11	1.55	35,989	38,150	39,562	40,644
Step 12	1.63	37,846	40,120	41,603	42,742
Step 15	1.71	39,704	42,089	43,646	44,840
Step 20	1.76	40,864	43,320	44,922	46,151
Step 25	1.81	42,025	44,551	46,198	47,461

Longevity Steps 15, 20 and 25 are for years of service in Reed City plus the number of steps at the time of hire.

If, in the opinion of the administration and the Board of Education, a teacher having thirty (30) semester hours beyond the Bachelor's Degree has taken subjects directly related to his/her teaching field, he/she may be considered to have a Master's equivalent and thereby be compensated at the same rate as the holder of a Master's Degree. A teacher, having completed thirty (30) semester hours beyond the Master's Degree having taken subjects directly related to his/her teaching field, may be considered to have an Education Specialist's equivalent and thereby be compensated at the same rate as the holder of an Education Specialist's Degree.

Salary Schedule
1995-1996 School Year
First Semester

	Index	B.A.	M.A.	M.A. 20	Ed.S.
Step 1	1.00	23,683	25,106	26,034	26,746
Step 2	1.055	24,985	26,487	27,466	28,217
Step 3	1.11	26,288	27,867	28,898	29,689
Step 4	1.16	27,472	29,122	30,200	31,026
Step 5	1.22	28,893	30,629	31,762	32,631
Step 6	1.27	30,077	31,885	33,064	33,968
Step 7	1.33	31,498	33,391	34,625	35,572
Step 8	1.38	32,682	34,646	35,927	36,911
Step 9	1.44	34,103	36,152	37,489	38,471
Step 10	1.49	35,288	37,407	38,791	39,852
Step 11	1.55	36,708	38,913	40,353	41,457
Step 12	1.63	38,603	40,923	42,435	43,597
Step 15	1.71	40,498	42,931	44,519	45,737
Step 20	1.76	41,681	44,186	45,820	47,074
Step 25	1.81	42,866	45,442	47,122	48,411

Salary Schedule
1995-96 School Year
Second Semester

	Index	B.A.	M.A.	M.A. 20	Ed.S.
Step 1	1.00	24,157	25,608	26,555	27,281
Step 2	1.055	25,485	27,017	28,015	28,781
Step 3	1.11	26,814	28,424	29,476	30,283
Step 4	1.16	28,021	29,704	30,804	31,647
Step 5	1.22	29,471	31,242	32,397	33,284
Step 6	1.27	30,679	32,523	33,725	34,647
Step 7	1.33	32,128	34,059	35,317	36,283
Step 8	1.38	33,336	35,339	36,646	37,649
Step 9	1.44	34,785	36,875	38,239	39,240
Step 10	1.49	35,994	38,155	39,567	40,649
Step 11	1.55	37,442	39,691	41,160	42,286
Step 12	1.63	39,375	41,741	43,284	44,469
Step 15	1.71	41,308	43,790	45,409	46,652
Step 20	1.76	42,515	45,070	46,736	48,015
Step 25	1.81	43,723	46,351	48,064	49,379

Longevity Steps 15, 20 and 25 are for years of service in Reed City plus the number of steps at the time of hire.

If, in the opinion of the administration and the Board of Education, a teacher having thirty (30) semester hours beyond the Bachelor's Degree has taken subjects directly related to his/her teaching field, he/she may be considered to have a Master's equivalent and thereby be compensated at the same rate as the holder of a Master's Degree. A teacher, having completed thirty (30) semester hours beyond the Master's Degree having taken subjects directly related to his/her teaching field, may be considered to have an Education Specialist's equivalent and thereby be compensated at the same rate as the holder of an Education Specialist's Degree.

REED CITY PUBLIC SCHOOLS
 Reed City, Michigan

CONFERENCE/WORKSHOP REQUEST FORM

Your Name _____ Name of Conference _____
 Location _____ Date(s) _____

<u>Estimated/Requested</u>		<u>Actual Cost</u> (Complete AFTER Attending)
\$ _____	*Conf. Registration	\$ _____
\$ _____	Meals	\$ _____
\$ _____	*Lodging	\$ _____
\$ _____	Mileage (# _____ @ 25.5¢ per mile)	\$ _____
\$ _____	TOTAL	\$ _____

* Conference applicant, upon approval, will be responsible for prepaying any registration or lodging expenses.

** Limit of \$75.00 for one day conference and \$125.00 for two or more days.

Teacher Signature _____ Date _____
 (Submit to Building Principal/Supervisor)

Principal Signature _____ Date _____
 (Submit to Superintendent)

Superintendent Signature _____ Date _____
 (Returns to Principal/Supervisor, who returns to person requesting approval)

OFFICE USE ONLY:

Account Number: _____

Amount to be Reimbursed: _____

Date Approved: _____

Superintendent Signature _____

FRINGE BENEFIT SCHEDULE

The Board will pay an amount to maintain the following coverage on health insurance for July 1, 1993 through June 30, 1996.

MESSA Pak - Plan A, which includes:

- * Super Care 1 with MESSA Care Rider
Delta Dental Plan: E-007
80/80/80
\$1,300 with Adult Ortho
Vision Care: VSP 3
Long Term Disability Plan 1: 66 2/3%
Negotiated Life: \$25,000 with AD & D
- * The employee will pay \$50 or \$100 deductible as per the contract.

Those not electing health (medical) insurance coverage will be enrolled in MESSA Pak - Plan B, which includes:

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

Those not electing health (medical) insurance coverage, in addition to MESSA Pak - Plan B, will have the amount of Ninety-Five Dollars (\$95.00) for this contract for the following options:

1. Annuities:
 - a. MEA Financial Services
 - b. Farm Bureau
 - c. Lincoln National Life
 - d. Fidelity
2. Options listed on current MESSA application form.

EXTRA-CURRICULAR SALARY SCHEDULE

All extra-curricular assignments are non-tenure positions. The listing herein of extra-curricular activities and their compensation rate does not mandate the existence of the activity or the employment of a supervisor for same. Any person assigned to one of the following extra-curricular activities shall be compensated at the following rate. The following percentages are based on the BA Schedule along with the experience of the person in the position. Top shall not exceed the 11th Step (or 10 years of experience) of the BA Schedule.

Extra-Curricular Athletic:

<u>Position</u>	<u>Percentage</u>	<u>Position</u>	<u>Percentage</u>
Varsity Football	11%	Varsity Softball	9%
*Asst Varsity FB	7%	JV Softball	5%
JV Football	7%	Varsity Baseball	9%
Asst JV Football	6%	JV Baseball	5%
Freshman Football	7%	Wrestling	11%
Asst Freshman FB	6%	Asst Wrestling	7%
Varsity Boys BB	11%	Cross Country	9%
JV Boys Basketball	7%	Boys Track	9%
Freshman Boys BB	7%	Asst Boys Track	6%
8th Grade Boys BB	6%	Girls Track	9%
7th Grade Boys BB	6%	Asst Girls Track	6%
Varsity Girls BB	11%	Golf	6%
JV Girls Basketball	7%	Varsity Cheerldng FB	4 1/2%
Freshman Girls BB	7%	JV/9th Cheerldng FB	2 1/2%
8th Grade Girls BB	6%	Var/JV Cheerldng BB	6%
7th Grade Girls BB	6%	Frshmn Cheerldng BB	2 1/2%
Varsity Volleyball	9%	MS Cheerleading	2%
JV Volleyball	5%	Athletic Director	20%
		JV Soccer	5%

*Based on Participation

Extra-Curricular Non-Athletic:

<u>Position</u>	<u>Percentage</u>	<u>Position</u>	<u>Percentage</u>
Sr Class Sponsor	\$750 split	Outing Club	2%
Jr Class Sponsor	\$750 split	Outing Club	2%
10th Gr Sponsor	\$650 split	HS Yearbook	8%
9th Gr Sponsor	\$600 split	MS Yearbook	2% split
Academic Coaches	2% each	HS Newspaper	8%
HS Student Council	2%	MS Newspaper	4% split
HS Student Council	2%	Debate	4%
MS Student Council	1%	Forensics	2%
MS Student Council	1%	HS SADD	4%
HS Band	10%	HS SADD	4%
MS Band	2%	MS STAND	1%
HS/MS Vocal Music	1%	MS STAND	1%
Elem Vocal Music	1%	Natl Honor Society	2%
Musical-Drama Dir	3%	Natl Honor Society	2%
Musical-Music Dir	3% split	Natl Jr Honor Society	2%
Recycle Advisor	2%	Drama - Play	4%
HS Ski Club	1% split	Art Club	2%
MS Ski Club	1% split	Driver Education 93/94	\$14.00
Hersey Coordinator	5%	94/95	\$14.50
		95/96	\$15.00

"Preparing For Tomorrow's Challenges!"

1993-94 SCHOOL CALENDAR

July 1993

			1	2	3				
4	5	6	7	8	9	10			
11	12	13	14	15	16	17			
18	19	20	21	22	23	24			
25	26	27	28	29	30	31			

August 1993

1	2	3	4	5	6	7			
8	9	10	11	12	13	14			
15	16	17	18	19	20	21			
22	23	24	25	26	27	28			
29	30	31							

September 1993

			1	2	3	4			
5	6	7	8	9	10	11			
12	13	14	15	16	17	18			
19	20	21	22	23	24	25			
26	27	28	29	30					

October 1993

				1	2				
3	4	5	6	7	8	9			
10	11	12	13	14	15	16			
17	18	19	20	21	22	23			
24	25	26	27	28	29	30			
31									

November 1993

		1	2	3	4	5	6		
7	8	9	10	11	12	13			
14	15	16	17	18	19	20			
21	22	23	24	25	26	27			
28	29	30							

December 1993

				1	2	3	4		
5	6	7	8	9	10	11			
12	13	14	15	16	17	18			
19	20	21	22	23	24	25			
26	27	28	29	30	31				

January 1994

						1			
2	3	4	5	6	7	8			
9	10	11	12	13	14	15			
16	17	18	19	20	21	22			
23	24	25	26	27	28	29			
30	31								

February 1994

		1	2	3	4	5			
6	7	8	9	10	11	12			
13	14	15	16	17	18	19			
20	21	22	23	24	25	26			
27	28								

March 1994

			1	2	3	4	5		
6	7	8	9	10	11	12			
13	14	15	16	17	18	19			
20	21	22	23	24	25	26			
27	28	29	30	31					

April 1994

						1	2		
3	4	5	6	7	8	9			
10	11	12	13	14	15	16			
17	18	19	20	21	22	23			
24	25	26	27	28	29	30			

May 1994

1	2	3	4	5	6	7			
8	9	10	11	12	13	14			
15	16	17	18	19	20	21			
22	23	24	25	26	27	28			
29	30	31							

June 1994

			1	2	3	4			
5	6	7	8	9	10	11			
12	13	14	15	16	17	18			
19	20	21	22	23	24	25			
26	27	28	29	30					

KEY DATES:			
August 24	Teacher/Staff Day	January 3	School Resumes
August 25	Students Begin/ 1:00 pm Dismissal K-12/ Professional Development	January 14	End of First Semester/ 11:30 am Dismissal K-12 Teacher Record Day
August 26	1:00 pm Dismissal K-12/ Professional Development	February 4	Mid-Winter Break-No School
September 6	Labor Day - No School	February 7	Snow Make-Up Day-No School?
October 13	1:00 pm Dismissal/ Professional Development	March 11	Area-Wide Inservice -
October 29	First Marking Period Ends	March 18	Third Marking Period Ends
November 10	Parent-Teacher Conferences/ 11:30 am Dismissal K-8 Conferences 1-4 pm	March 24	Parent-Teacher Conferences/ 11:30 am Dismissal K-8 K-8 Conferences 1-4 pm K-12 Conferences 5-8 pm
November 11	Parent-Teacher Conferences/ 11:30 am Dismissal K-12 Conferences 1-4, 5-8 pm	March 25	Half Day of School/ 11:30 am Dismissal K-12
November 12	Half Day of School/ 11:30 am Dismissal K-12	March 28 -	Spring Break
November 15	Opening Day Deer Season No School	April 1	1:00 pm Dismissal K-12/ Professional Development
November 25,26	Thanksgiving Break	May 4	Memorial Day - No School
December 20-31	Holiday Break	May 30	End of Second Semester/ 11:30 am Dismissal K-12 Teacher Record Day
		June 3	

○ Designates No School
□ Designates Teacher/Staff Day

LETTER OF AGREEMENT BETWEEN THE
 REED CITY EDUCATION ASSOCIATION
 AND THE
 REED CITY BOARD OF EDUCATION
 REGARDING THE EARLY RETIREMENT INCENTIVE

The Early Retirement Incentive will be covered in a Letter of Agreement between the Reed City Education Association and the Reed City Board of Education attached to the Master Contract as Schedule E. The provisions in the Letter of Agreement will be in effect for the period beginning July 1, 1993 and concluding June 30, 1996. This provision and the opportunity to receive the corresponding payment expires and shall be null and void after June 30, 1996 unless extended in writing by mutual agreement of the parties.

A. Option One - Early Retirement Incentive

1. The Board shall provide the following cash pay-out to a teacher who has completed a minimum of ten (10) consecutive years of full-time service with the Reed City Area Public School system and is eligible to receive benefits through the Michigan Public School Employees Retirement System (hereinafter referred to as MPSERS). The cash pay-out shall be an incentive for early retirement from the district as follows:

First year of teacher eligibility:	\$15,000
Second year of teacher eligibility:	\$10,000
Third year of teacher eligibility:	\$5,000
2. Eligibility for the early retirement incentive shall be defined as the minimum age and service requirements needed to qualify for retirement as defined by MPSERS. The first year of eligibility shall be the school fiscal year in which the teacher qualified for the minimum number of requirements for retirement as it applies to the teacher.
3. "Retirement" as used in this provision shall mean severance of employment with the district; verification of an application of the teacher to MPSERS for retirement benefits from said retirement system; and verification from MPSERS that the employee is eligible and has applied for retirement benefits.
4. This provision provides for retirement to occur prior to July 1st of the year the teacher elects for early retirement, except as the superintendent and teacher shall otherwise agree.
5. An eligible teacher shall submit an application to the superintendent's office prior to March 1st of the year the teacher elects to retire. In the event that the total number of teachers making application for the incentives in paragraphs A-1 and B-1 requires funding that will exceed the funds available, the total number of teachers that will be allowed to participate shall be determined on the basis of the teachers' positions on the most

current seniority list. If a teacher is not allowed to participate due to this provision, he/she shall have his/her eligibility preserved until the following year, should the teacher wish to reapply.

6. Payment of Incentive

- a. For a teacher receiving the \$15,000 benefit, the pay-out shall be made in three (3) equal installments. The first payment shall be made prior to June 30th of the year the teacher elects for retirement. The second payment shall be made on January 2nd of the year following retirement. The third payment shall be made on July 2nd of the year following retirement.
- b. For a teacher receiving the \$10,000 benefit, the pay-out shall be made in two (2) equal installments. The first payment shall be made prior to June 30th of the year the teacher elects for retirement. The second payment shall be made on January 2nd of the year following retirement.
- c. For a teacher receiving the \$5,000 benefit, the pay-out shall be made in one (1) installment. The payment shall be made prior to June 30th of the year the teacher elects for retirement.

7. Teachers receiving the retirement incentive are fully responsible for all tax obligations resulting from the receipt of all payments outlined in this agreement. Appropriate withholding deductions will be made from payments.

B. Option Two - Universal Buy-In Early Retirement Incentive

1. A teacher who has acquired a minimum of twenty-seven (27) years of public school service and has been employed on a full-time basis for a minimum of ten (10) years with the Reed City Area Public School system shall receive the full cost necessary to bring their service credit in the Michigan Public School Employees Retirement System to thirty (30) years. The full cost is the actuarial cost of purchasing the service credit. This provision provides that the teacher shall be eligible to receive benefits through MPSERS and shall be an incentive for early retirement. Retirement shall occur prior to July 1st of the year the teacher elects for early retirement except as the superintendent and teacher shall otherwise agree.
2. "Retirement" as used in this provision shall mean severance of employment with the district; verification of an application of the teacher to MPSERS for retirement benefits from said retirement system; and verification from MPSERS that the employee is eligible and has applied for retirement benefits.
3. An eligible teacher shall submit an application to the superintendent's office prior to March 1st of the year the teacher elects to retire. In the event that the total number of teachers making application for the incentives in paragraphs A-1 and B-1

requires funding that will exceed the funds available, the total number of teachers that will be allowed to participate shall be determined on the basis of the teachers' positions on the most current seniority list. If a teacher is not allowed to participate due to this provision, he/she shall have his/her eligibility preserved until the following year, should the teacher wish to reapply.

4. The Board shall pay the teacher the full cost required to bring the service credit to thirty (30) years pursuant to MCLA 38.1369(F) prior to June 1st of the year the teacher elects to retire.
 5. Teachers receiving the retirement incentive are fully responsible for all tax obligations resulting from the receipt of all payments outlined in this agreement. Appropriate withholding deductions will be made from payments.
 6. It is understood that in no event shall the Board be required to contribute for any years of service credit which would give the retiring teacher more than thirty (30) aggregate years of service credit for retirement purposes.
- C. A teacher making application shall be eligible to apply for only one of the two incentives named in this letter.
- D. The creation of this opportunity is intended by the parties to act as an additional benefit for those teachers who elect to voluntarily retire in order to receive benefits under the Michigan Public School Employees Retirement Act of 1979, MCLA 38.1301 et seq. The creation of this opportunity or institution of this payment shall not in any way bind the parties or their successors to incorporate such feature in any successor contract or collective bargaining agreement or to otherwise perpetuate the conditions outlined herein. In the event that any provision of this Letter of Agreement is found to be contrary to law during the term of its existence, parties shall meet to negotiate for a successor provision. Teachers who have previously elected to receive the payment shall continue to be covered by these provisions, to the extent permitted by law.
- E. The following waiver and release shall be acknowledged and signed by teacher(s) electing to benefit from this plan:

Reed City Early Retirement Incentive Release

This agreement, entered into between _____ (retiring teacher), hereinafter referred to as the teacher, and the Reed City Board of Education on the ____ day of _____, 19____. The above-named teacher voluntarily elects to accept the Board's offer of early retirement and accepts Option ____ 1 or Option ____ 2.

In consideration of the financial settlement listed above, the parties to this agreement agree that:

- a. The above-named teacher hereby voluntarily submits his/her irrevocable resignation from employment with the district effective prior to July 1, 19____.
- b. The above-named teacher represents that he/she has submitted an application for retirement to the Michigan Public Schools Employees Retirement System and hereby represents that he/she is eligible for retirement. The above-named teacher agrees that the determination to take early retirement pursuant to the plan is strictly voluntary and that he/she has had a reasonable opportunity to consider the proposal and has had the opportunity to consult with others regarding the decision to take early retirement.

Dated: _____ Signature of Retiring Teacher

Acknowledged by: _____
Reed City Area Public Schools Representative

Reed City Education Association Representative

REED CITY PUBLIC SCHOOLS

TEACHER PERFORMANCE REVIEW
ADOPTED - MARCH 13, 1973

Schedule G

To Be Filled Out In Triplicate - 1 copy to the Teacher, 1 copy to Observer, and 1 copy to Central Office.

TEACHER'S NAME _____ DATE _____

SUBJECT(S) TAUGHT _____ GRADE LEVEL _____

KEY: 1. Strong 2. Satisfactory 3. Needs Improvement 4. Unsatisfactory
N/A N/O - A # 3 or #4 must be accompanied by written statement.

1. Evidence of Preparation and Planning _____
Comments: _____

2. General Classroom Management and Organization _____
Examples:
a. Gradebook
b. Attendance Records
c. Planbook
Comments: _____

3. Strives to Motivate Students _____
Comments: _____

4. Displays Enthusiasm for Teaching _____
Comments: _____

5. Encourages Student Participation _____
Comments: _____

6. Knowledge of Subject Matter _____
Comments: _____

7. Utilization of Delivery Systems Most Advantageous to Student Learning _____
Comments: _____

8. Creates Classroom Atmosphere Conducive to a Good Learning Situation _____
Comments: _____

9. Displays Awareness of Individual Differences _____
Comments: _____

10. Displays Concern for Students Personal Adjustments _____
Comments: _____

11. Communication with Parents _____
Comments: _____

12. Accepts Responsibilities Other Than Those Which are Specifically Classroom Oriented _____
Comments: _____

13. Punctuality _____
Comments: _____

14. Attendance & Assistance at School Functions During School Hours _____
Comments: _____

15. Assists Building Principal With Enforcement of School Policies _____
Comments: _____

16. Cooperation With Other Teachers, Staff and Administration _____
Comments: _____

17. Displays Professional Growth and Development (Awareness of Changes in Education generally and area of preparation specifically) _____
Comments: _____

18. Carries Out Board of Education and Administration Policies _____
Comments: _____

Summary of Evaluation on Back of This Sheet

Conference Held on _____ DATE _____

 SIGNATURE OF OBSERVER _____ DATE _____

 SIGNATURE OF TEACHER _____ DATE _____

** The teacher's signature on this instrument does not imply that he agrees in whole or in part with this evaluation. Prior to signing this instrument the teacher may, if he so desires, respond on the back of Page 1 to any of the numbered items or the summary.

TEACHER EVALUATION
DEVELOPED JOINTLY BETWEEN STAFF, ADMINISTRATION AND BOARD OF EDUCATION
1972 - 1973

PURPOSE OF EVALUATION

There is agreement among all parties involved in the development of this evaluative criteria that evaluation is necessary and for various reasons. Most importantly, it is commonly felt that an evaluation should be a positively oriented means by which self-improvement will be the final goal. For one to improve, however, it is essential that one know what is expected of him in terms of professional competencies and attitude.

In looking at evaluation from a positive standpoint, then, it is apparent that the evaluator is primarily concerned with recognizing the positive aspects of a teacher's competencies and attitudes and re-inforcing them. Conversely, however, when a teacher is performing his assigned duties and responsibilities in a manner not conducive to a good learning situation, it is then necessary for the evaluator to offer constructive criticism which will lead to improvement in the teacher's effectiveness. Needless to say, it is the children who reap the benefits of this increased effectiveness.

The Teacher Performance Review will also serve to evaluate the effectiveness of probationary teachers and will be utilized by administration in recommending tenure status or dismissal. Additionally, it will serve to evaluate the tenure teacher and guide administration in determining continued employment or dismissal.

WHO IS TO BE EVALUATED AND HOW FREQUENTLY ARE EVALUATIONS TO BE DONE:

It is the consensus of opinion of teachers and administrators alike that evaluation should be a continuing process. Therefore, the probationary teacher is to be formally evaluated twice per semester and the tenure teacher at least once per year. This not to be misconstrued to mean that the building principal will visit classrooms only when making formal written evaluation. The teaching staff feel strongly that administrators should visit classrooms as frequently as possible.

GUIDELINES FOR COMPLETION OF "TEACHER PERFORMANCE REVIEW"

1. The first nine items are observable aspects of general classroom management and evaluation in these areas is to be restricted to classroom visitation.
2. Number 11 should reflect the teacher's interest in involving parents and encouraging them to participate in the child's education. Does the teacher create a positive image in the eyes of the parents?
3. Number 12 refers to responsibilities which all school staff must concern themselves with even though the responsibility may not be directly assigned. Such areas as hallways, school grounds, library, cafeteria and evening functions are some of the critical areas.
4. Number 16 should reflect a person's willingness to cooperate with others as the teacher wishes others to cooperate with him.
5. Number 17 should reflect the teacher's willingness to try various methods to improve learning. Also is he willing to look critically at his program and attempt to update and upgrade it for the benefit of his students?

ALTERNATIVE EDUCATION PROGRAM TEACHERS
ADDENDUM TO MASTER TEACHER CONTRACT

Agreements reached between the Reed City Education Association and the Reed City Area Public Schools Board of Education on contract language for the Alternative Education Program Teachers shall be retroactive to April 5, 1991 (date of agreement to accretion of said program).

- Article I Recognition: Current Contract Language
- Article II Teacher Rights: Current Contract Language
- Article III Management Rights Clause: Current Contract Language
- Article IV Membership in Reed City Education Association: Current Contract Language
- Article V Professional Compensation: Current Contract Language
- Article VI Teaching Loads and Assignments: Current Contract Language
- Article VII Transfers: Current Contract Language
- Article VIII Leaves of Absence: Current Contract Language
- Article IX Negotiations Procedures: Current Contract Language
- Article X Grievance Procedures: Current Contract Language
- Article XI Lay-off and Recall:
A - F Not applicable.

G. Seniority of Alternative Education Program Teachers

1. New employees hired into the unit as teachers in the program shall be considered as probationary teachers. Alternative education teachers employed by the district shall serve a minimum of two (2) years as probationary employees. Newly hired teachers who have not achieved tenure in another Michigan school district shall be subject to a third year of probation at the discretion of the Board. Tenure is granted to alternative education program teachers within the program.
2. The term "seniority" as hereinafter used shall mean the length of continuous employment in the alternative education program by the district as a teacher from the last date of hire with this program. Seniority within the alternative education program shall not accrue or be forfeited if a teacher leaves the program and is employed in another teaching or administrative capacity for the district.

A teacher shall be employed for seniority purposes when performing alternative education program teaching services in the district for pay. Teachers on an unpaid leave of absence will accrue seniority during the leave of absence. Credit for outside the district teaching experience shall not count for seniority purposes. Teachers do not accrue seniority while on lay-off.

3. Teachers shall accumulate seniority in the alternative education program only while employed in said program or on a paid leave of absence from the program.
4. The district shall prepare a seniority list of teachers in the alternative education program by semesters of employment in this program as a teacher from the last date of hire and transmit a copy to the Association on or before the first day of November and March of each year of this contract.
5. An employee shall lose his/her seniority for the following reasons only:
 - a. The employee quits or retires.
 - b. The employee is discharged or terminated.
 - c. The employee does not return upon recall.
6. The seniority list herein is solely for those in the classification of alternative education program teachers and conversely the K-12 teacher seniority list is for their classification and thus, seniority rights may not be transferred between seniority lists.

H. Lay-Off and Recall of Alternative Education Program Teachers

1. It is within the sole discretion of the district to reduce the work force in a given program. The order of reduction shall be:
 - a. The teacher with the least seniority of those with certification and qualifications for the position reduced.
 - b. Where seniority is equal, management will decide which teacher is to be laid-off by means of a lottery held at the time of hire.
2. In the event a teacher is laid-off, he/she is precluded from bumping any probationary or tenure teacher in the K-12 day school program. As in reverse, for any reduction or lay-off of K-12 day

school teachers, such teachers shall be precluded from bumping any teacher in the alternative education program.

3. Recall: ARTICLE XI, Sections D-F

- Article XII Miscellaneous Provisions: Current Contract Language
- Article XIII Termination of Employment/Severance Pay: Current Contract Language
- Article XIV Evaluation of Personnel: Current Contract Language
- Article XV Waiver Clause: Current Contract Language
- Article XVI Entire Agreement Clause: Current Contract Language
- Article XVII School Improvement/Site-Based Decision Making: Current Contract Language
- Article XVIII Duration of Agreement: Current Contract Language

ALTERNATIVE EDUCATION PROGRAM SALARY SCHEDULE

Teachers in the alternative education program shall be placed on the salary schedule at Steps 1 through 8 of the BA Scale as defined in Schedule A-1 (1992-93 Salary Schedule), Schedule A-2 (1993-94 Salary Schedule) and Schedule A-3 (1994-95 Salary Schedule) attached to this agreement.

If, in the opinion of the administration and the Board of Education, a teacher having thirty (30) semester hours beyond the Bachelor's degree has taken subjects directly related to his/her teacher field, he/she may be considered to have a Master's equivalent and thereby be compensated at the same rate as the holder of a Master's degree.

LETTER OF AGREEMENT BETWEEN THE
REED CITY EDUCATION ASSOCIATION
AND THE REED CITY BOARD OF EDUCATION
ELEMENTARY SCHOOL/HOME LIAISON

The Reed City Education Association and the Reed City Board of Education agree to add the position of Elementary School/Home Liaison to Schedule D (Extra-Curricular Salary Schedule) of the master teacher contract.

- A. The Elementary School/Home Liaison position shall:
1. Provide regular contact with parents of Chapter I identified students.
 2. Teach basic parenting skills.
 3. Model reading to children and provide parents books from a lending library.
 4. Give parents guidance on language and mathematical development activities for the home.
 5. Convey specific information on academic performance from the teacher to the parents.
- B. The hours of the Elementary/School Home Liaison will be set by the liaison within the following parameters:
1. Hours shall be set at the convenience of parents (may include school hours, after school, evenings, weekends and vacation periods).
 2. The liaison shall provide a minimum of forty (40) hours per school year and a maximum of one hundred fifty (150) hours per school year.
- C. Compensation for this position shall be as follows:
1. The liaison shall be paid at an hourly rate equal to the hourly rate for driver's education; funding shall be through Chapter I and Article III monies.
 2. Mileage shall be paid by the Board of Education.

This Letter of Agreement shall be in effect until this position is added to the successor agreement to the current master teacher contract.

10/14/93

