

MASTER AGREEMENT

Reading Community Schools



Reading Community Schools...

A Great Place to Learn!

BETWEEN
READING COMMUNITY SCHOOLS
AND
4-C UNIFIED BARGAINING ASSOCIATION
MEA/NEA

1997-2000

ARTICLE 1

RECOGNITION

The Board hereby recognizes the 4-C Unified Bargaining Association MEA/NEA as the exclusive bargaining representative, as defined in regard to wages, hours and other terms and conditions of employment for the following certified personnel employed by the School;

Classroom Teachers
Guidance Counselors
Librarians

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

ARTICLE 2

BOARD RIGHTS

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

ARTICLE 3

NEGOTIATION'S PROCEDURE

Section 1.

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

ARTICLE 4

THE AGREEMENT

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws.

ARTICLE 5

ASSOCIATION RIGHTS

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

ARTICLE 6

SALARIES

- A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. For extra-curricular activities the teacher shall be entitled to appropriate additional professional compensation according to Schedule B, which is attached. Such schedules shall remain in effect for the duration of the contract.
- B. The salary schedule is based upon a normal weekly teaching load during normal teaching hours, for the scheduled number of days. With the consent of the individual teacher, the normal teaching load may be extended or decreased within the normal teaching hours. Salary shall be prorated based on the number of actual teaching hours compared to a normal teaching load. For example, if a full time teacher with a normal teaching load of six classes and a preparation period agrees to teach a seventh class, the teacher's salary shall be increased by 1/6. Allocation of a regularly scheduled class beyond the normal teaching load will be limited to four (4) teachers per building. Where there is an option for assignment among teachers, the increased load will be assigned to the teacher most senior certified and qualified, defined as major or minor field of study, who desires the assignment and is available to perform it.
- C. Credit up to four (4) years will be granted for actual teaching experience upon employment. Credit for additional experience may be granted. After initial employment teachers will progress one step on the salary schedule for each year.
- D. In the event a teacher is absent without pay, his daily loss in compensation shall be computed by dividing his contract salary by the number of days contracted to work.
- E. Payroll shall be on a semi-monthly basis. If the 15th and 30th falls on a weekend, payroll will be on the preceeding Friday..
- F. Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, association dues, or any other plans or programs jointly approved by the Association and the Board.
- G. All fringe benefits provided under this contract shall remain in continuous effect during the period covered by this contract. Teachers who complete the school year shall have fringe benefits continue through the succeeding August 31. Teachers who start employment after the beginning of the school year will have fringe benefits commence by the first of the month following employment. Teachers who terminate during the school year will have fringe benefits cease on the last day of the month following the last day of employment.
- H. Upon ratification of this Agreement, copies of our specifications and coverages for all insurance policies in effect during the period of this Agreement shall be provided to each teacher.
- I. For all teachers who successfully complete graduate work beyond 18 semester hours, the District will reimburse the teacher at the rate of \$90.00 per credit hour for all graduate hours in excess of 18 semester hours which are directly related to the teacher's assignment or a part of an advanced educational degree program.

ARTICLE 7

AGENCY SHOP

- A. Each teacher shall, as a condition of employment, on or before thirty days from the date of commencement of duties join the Association or pay a service fee to the Association. The service fee shall be established by the Association, and shall not be greater than the dues of the Association. Payment of dues or service fee shall be in cash or by authorized payroll deduction.
- B. The names of those teachers desiring payroll deduction shall be submitted to the Superintendent's office by September 30 and said teachers shall sign an authorization card.
- C. In the event a teacher does not pay a service fee directly to the Association, or authorize payment through payroll deduction, the Board shall deduct the service fee from the teacher's wages at the request of the Association treasurer. The treasurer will supply evidence that the teacher was notified of the amount of the fee, the basis of its establishment, and the procedure to contest the appropriateness of the fee.
- D. In the event of any legal action against the Board 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 counsel, provided:
 - a. The Board gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
 - b. The Board gives 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.

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

ARTICLE 8

TEACHING HOURS

- A. Teachers shall have a duty day which shall not exceed seven hours and twenty minutes. The student day will not begin until at least fifteen minutes after the teachers' day in 1997 - 1998 and 1998 - 1999 school years. The student day will not begin until at least ten (10) minutes after the teachers' day in the elementary school in the 1999 - 2000 school year. Teachers will be accessible to students requiring assistance during this period.
- B. Secondary teachers shall be entitled to a thirty-five (35) minute uninterrupted lunch period. Elementary teachers shall be entitled to a forty-five (45) minute uninterrupted lunch period in the 1997-98 and 1998-99 school years and a forty (40) minute uninterrupted lunch period in the 1999-2000 school year; subject to assignment to duty on an emergency basis by the building principal. Elementary teachers shall use fifteen (15) minutes of the lunch as preparation and conference time in the 1997-98 and 1998-99 school years and ten (10) minutes of the lunch as preparation and conference time in the 1999-2000 school year. Any teachers desiring to leave the school premises during the lunch period shall first sign out on a list posted for that purpose by the building principal or his designee on the bulletin board in the building principal's office, provided, however, that not more than ten (10) teachers may leave their respective assigned buildings during any lunch period without first receiving permission of the building principal or his designee.
- C. Elementary teachers will be provided with at least five (5) fifteen-minute relief periods per week subject to emergency situations.
- D. The normal daily teaching load in the secondary school shall not exceed six (6) teaching periods and one (1) daily un-assigned preparation period, within the student day. Class periods in the high school shall be of equal length.
- E. Attendance at staff meetings shall be required unless said attendance is excused by the building principal. Staff meetings may be held on the first three (3) Mondays of the month for a period of forty-five (45) minutes. In a month with five Mondays, one of the three meetings may be moved to the fifth Monday with three weeks notice.

ARTICLE 9

TEACHING ASSIGNMENT

- A. The Board shall hire only teachers for regular teaching positions certified by the State Department of Education.
- B. Teachers shall be assigned only within the scope of their valid Michigan teaching certificates and their qualifications, defined as major or minor field of study in the area of the teacher's assignment. Upon agreement of the affected teacher and the administration, a teacher may be assigned outside of his major or minor field of study for one school year. This assignment may be extended on a yearly basis contingent upon renewal of the agreement between the affected teacher and the administration.
- C. The following provisions shall apply to all situations requiring teaching (substituting) during a teacher's preparation period.
1. Secondary teachers may, when circumstances and the best judgment of the building administrator warrant, be asked to teach (substitute) during a preparation period. In all such instances, the administrator shall request volunteers; if there are no volunteers, the administrator may assign available teachers on a rotational basis, to teach (substitute) during their preparation period.
 2. A teacher teaching (substituting) during his preparation period shall notify the principal whether this substituting is for professional courtesy, as hereinafter defined in D, or for pay.
 3. A secondary teacher who teaches (substitutes) during his preparation period shall be compensated in the amount of \$18.00 per each preparation period lost due to teaching (substituting) during said preparation period.
 4. Elementary teachers who teach (substitute) during a time when their class is scheduled to receive the services of a teaching specialist, shall be compensated at the rate of \$18.00 per hour for the time lost due to teaching (substituting) during said preparation time.
 5. Elementary teachers who serve as detention monitors through the Elementary School Conduct Code and secondary teachers who serve as Saturday school detention monitors will receive \$18.00 per hour. Individual school policy guidelines will determine the number of staff and frequency of service needed. Such positions shall be voluntarily filled.
- D. The Board and the Association hereby endorse the concept of Professional Courtesy. Professional Courtesy shall be duties performed by a teacher during released, or non-instructional time, for another teacher who is predisposed by circumstances either by or beyond his control, or due to emergency situations. In any case Professional Courtesy shall be extended only with the consent of both the teacher extending the courtesy and the building principal. The teacher extending the professional courtesy by substituting for an absent colleague shall not receive compensation for the performance of the service and the teacher receiving the professional courtesy shall not suffer loss of compensation for that time.

- E. Teachers requesting a change in grade level, subject assignment, departmental assignment, extra curricular assignment or building assignment, may file a written request with their principal before the first day of March. Said request shall be kept on file for one (1) year, and must be re-filed each school year to remain active. Teachers will be notified in writing of action taken upon the request. In the case of a denial, the Board shall state in writing reasons therefore within (15) school days of its receiving written request for such information from the teachers involved. It is expressly agreed that denial of the aforementioned request and the reasons therefore shall not constitute grounds for grievance.
- F. By June 1, building principals shall notify teachers in writing of tentative assignments for the coming school year. Teachers presently employed who will be affected by a change in grade assignment in the elementary grades and by changes in subject assignments in the secondary grades shall be notified in writing as soon as practical, but no later than August 1, for the first semester assignments, and the first day of attendance in January for second semester assignments, except as otherwise necessitated by significant enrollment changes, resignations, or changes as a result of a decrease in school finances.

ARTICLE 10

TEACHING CONDITIONS

- A. The Board shall make available in each school classroom building restroom and lavatory facilities exclusively for staff use and at least one (1) room furnished and reserve for use as a lounge.
- B. The Board recognizes that appropriate equipment and materials are necessary to facilitate a sound educational program. Teachers, either individually, or through established committees, shall be given the opportunity to make recommendation and recognizes the right of the Board to make all final decisions in the adoption of such programs and media.
- C. A noontime and recess playground supervisor, other than teaching personnel, shall be provided for the elementary building.
- D. When students are assigned to an elementary classroom, classes at each grade level will be as equal as possible.
- E. In determining class size, the Board shall take into consideration the physical features and size of the classroom. In laboratory and similar classes such as Home Economics, Shop and Art, the number of students will be limited to a number that can safely and effectively be handled with the existing equipment.

ARTICLE 11

VACANCIES AND PROMOTIONS

- A. Whenever new positions or vacancies in the bargaining unit occur in the District, the Board shall publicize same by posting notices in each school building. A copy of said notice shall be sent to the secretary of the Association.
1. A vacancy is defined as either a newly created position or a current position in the bargaining unit, which the Board intends to fill, which has become open due to the death, retirement, resignation or other separation of a bargaining unit member.
 2. The Board shall provide seven (7) days for the submission of application, which shall be considered along with those from outside applicants.
 3. If a vacancy occurs during the school year, the Superintendent has the option to either post the position or to temporarily fill the position until the end of that school year. At the conclusion of the school year, the position will be posted.
- B. No teacher vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least seven (7) days.

ARTICLE 12

LEAVES

A. Paid Leaves

1. Leave days

- a. Full time teachers shall be entitled to eleven annual leave days. Part time teachers or those employed after the beginning of the school year shall have annual leave days pro-rated.
- b. Annual leave days shall be taken by a teacher for the following reasons and subject to the following conditions.
 - (1) Annual leave days, for other than personal illness, shall not be taken the day prior to or following a scheduled holiday or vacation period unless on an emergency basis. Annual leave days shall not be taken for any scheduled professional development/in-service days unless on an emergency basis approved by the Administration or for personal illness which may require a doctor's verification. Leave days for other than personal illness will not be granted on the first and last day of the school year unless on an emergency basis.
 - (2) Annual leave of more than two consecutive days must be submitted in writing to the building principal at least five days in advance or a doctor's verification for personal illness may be requested, except in emergency situations.
- c. The appropriate number of days shall be credited to each teacher on the first day of employment.

2. Sick Leave

- a. Unused annual leave days shall accumulate as sick leave at year end to a maximum of one hundred thirty (130).
- b. A teacher may use all or any portion of his accumulated sick leave after annual leave days are exhausted for personal illness, disability, or medical treatment which shall include child birth and/or complications of pregnancy.
- c. A teacher may use a total of twenty (20) annual leave and sick leave days each school year to help care for a member of the teacher's immediate family (spouse, children, parent of teacher or spouse) or a member of the teacher's immediate household who is ill or disabled.
- d. If a teacher is absent due to injury or illness which is compensable under the Michigan Worker's Compensation Act, the teacher may elect (1) to receive only the benefits due under the Act, in which case the absence shall not be charged against accumulated sick days, or (2) to receive in addition to the benefits under said Act, the difference between the teacher's salary and such benefits for a period equal to the teacher's accumulated sick days, in which case the absence shall be charged against accumulated sick days on the basis of one day of sick leave for each day the teacher receives supplemental pay greater than 50% of per diem and one 1/2 day of sick

leave for each day the teacher receives benefits and salary, including supplemental pay, totaling more than what the teacher would have received as salary alone for such school year.

- e. The Board may after four (4) consecutive days of absence request through the office of the Superintendent of Schools, a physician's statement be provided by the teacher. The Board, at its own expense, may require a physical examination from a doctor of its choice. If the teacher objects to that doctor, the Board will request a list of three appropriate doctors from the local medical society from which the teacher shall select a doctor.

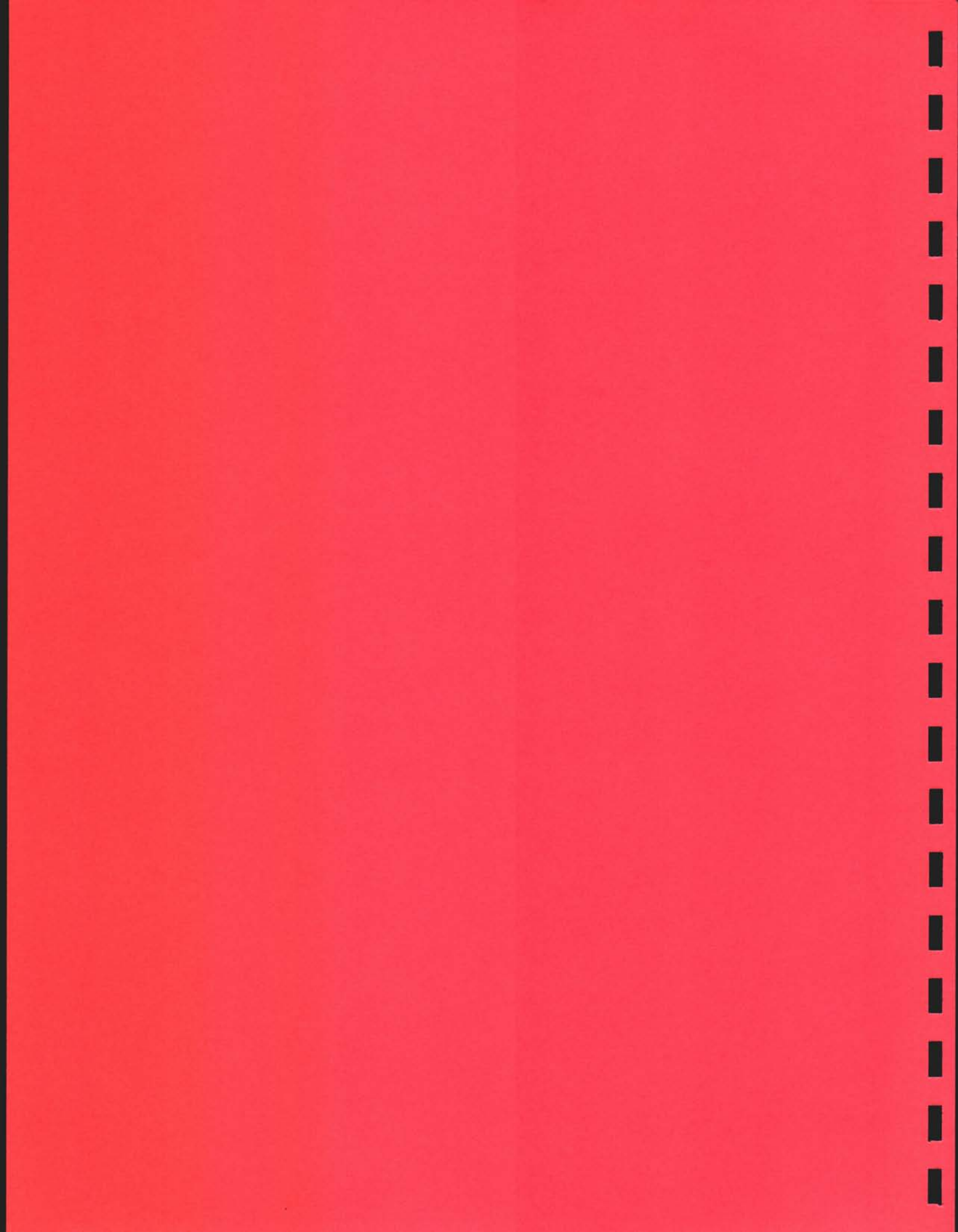
3. Court and Funeral Leave

- a. Any teacher who is subpoenaed who must attend court shall suffer no loss of pay but will be paid the difference between witness fees and his regular pay. This provision shall not apply if the teacher is **subpoenaed** or attends court to testify against the Board or school District in a proceeding in which the teacher or Association is the opposite party.
 - b. Any teacher required to serve on jury duty will suffer no loss of pay, but will be paid the difference between jury pay and his regular pay.
 - c. A teacher will be paid for up to three days absence in case of death in the immediate family, and necessary travel time, up to two days, if the bereavement is more than 300 miles distant from Reading, Michigan. Immediate family means parent, sibling, child, spouse, grandparent, guardian, or corresponding in-laws. This is in addition to leave day and sick leave time. Proof of attendance may be required by the employer.
4. Teachers shall be informed of a telephone number they may call no later than 7:00 a.m. to report unavailability for work. After said notification the administration shall make a reasonable effort to acquire the services of a substitute provided, however, that in the event a teacher fails to report unavailability for work in a timely fashion as required herein, such teacher shall, unless justification satisfactory to the building administrator is shown for such failure to so report, forfeit the right to a paid leave day, and may further be subject to other appropriate disciplinary action.
 5. Leaves of absence without loss of pay or sick leave to the teacher may be granted by the Board for the following reasons:
 - a. Accompanying students on approved field trips or otherwise acting in normal teaching capacity.
 - b. Approved visitation at other schools.
 - c. Attending approved curriculum related conferences or conventions including regional conferences and committee meetings.

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

B. Unpaid Leaves

1. Leaves of absence for up to one year without pay shall be granted upon application for the



following purposes:

- a. To recover from personal illness or disability that extends beyond the accumulated sick leave which prevents the execution of routine teaching assignments.
2. Leaves of absence for up to the remainder of the school year without pay shall be granted upon application for the following purposes:
 - a. To care for a dependent child upon exhaustion of annual leave days.
 - b. To adopt a child, commencing upon placement of the child.
3. Leaves of absence for up to one year without pay may be granted upon application for the following purposes:
 - a. An extension of any of the leaves in Section 1 and 2.
 - b. Study, research or special teaching assignment involving probable advantage to school system. Regular salary increment during such period shall be allowed.
 - c. Study related to the teacher's field, that field in which he/she is certified.
 - d. To campaign for a public office.
 - e. Other justifiable reasons.
4. Military leaves of absence shall be granted according to law to any teacher who shall be called into active military service of the United States. Teachers on military leave shall be granted the benefit of any increments and sick allowance which would have been credited to them had they remained in active service to the school system.
5. Provisions for all unpaid leaves.
 - a. Except in unforeseeable circumstances or emergencies, such requests must be submitted at least thirty (30) days prior to the requested leave and shall include starting and ending dates for the leave. The Board will acknowledge receipt and acceptance of request. In cases of emergency, the board will inform teachers that they will be using FMLA as soon as qualifying factors are evident. If the date on which a teacher is to return from the leave is in the subsequent school year, the teacher shall inform the Board by May 1st of his or her intent to return. Failure to notify the Board of such intent shall be considered a voluntary termination of employment with the District and all future rights to employment within the District.
 - b. Upon return from leave, each teacher shall be assigned to the position which he or she held before the leave. In the event the Board determines such assignment is not possible, the teacher shall be assigned to a position of like nature, seniority, and pay.
 - c. The unpaid leave provisions of this Agreement shall be construed consistently with the

requirements of the Federal Family and Medical Leave Act. All unpaid leaves required by the Act shall be cumulative with, and not in addition to, any other applicable leave, paid or unpaid, provided for in this Agreement.

C. Association Leave

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

ARTICLE 13

TERMINAL LEAVE

- A. A teacher who is retiring, and is eligible to collect benefits from the School Employees Retirement Fund, shall receive \$30.00 for each cumulative leave day over thirty (30) days, up to a maximum payment of seventy (70) days.
- B. A teacher who leaves the system for any reason other than retirement or discharge pursuant to the Michigan Tenure Act after ten (10) years of teaching in the District shall receive \$20.00 for each cumulative leave day over forty-five (45) days, up to a maximum payment of forty-six (46) days.

ARTICLE 14

SCHOOL CALENDAR

In the 1997-98 school year, the calendar shall not exceed 187 teacher contract days, (in the 1998-1999 school year the calendar shall not exceed 188 teacher contract days; in the 1999-2000 school year the calendar shall not exceed 189 teacher contract days), provided that all State legal requirements to qualify the District for full State Aid are met. Teachers will not be required to report for duty on any day the schools are closed due to "Act of God." If it becomes necessary to make up days of instruction to qualify for full State Aid, such days will be scheduled consecutively at the conclusion of the school year. President's Day shall also be designated as a make up day, provided ten (10) working days notice can be provided.

It is understood and agreed that of the contract days, one day shall be designated for parent-teacher conferences, and three days shall be designated for teacher inservice, which may be used for school improvement.

The school calendars for the 1998-99 and the 1999-2000 school years shall be developed by a joint committee of bargaining unit members selected by the Association and board/administrators selected by the Board. Inasmuch as possible the school calendars shall follow the same beginning/ending, holiday, conference, etc. constructs as the 1997-98 school calendar and shall be developed by June 1 of each year.

A teacher's daily rate of pay shall be determined by dividing the teacher's annual salary by the number of days the teacher is required to work during the school year. Teachers who agree to work days in addition to the contractual number of days shall be compensated at their daily rate for all such days. No additional days shall be worked or compensation paid without the Principal's written authorization.

The Board and Association recognize that the hours of student instruction time are subject to adjustment so that the School District satisfies all requirements of the Revised School Code and the State School Aid Act for full receipt of foundation allowances and other appropriations. Additional days beginning in the 1998 - 1999 school year shall be compensated at a per diem rate.

ARTICLE 15

TEACHER EVALUATION

- A. The Association recognizes the right and responsibility of the administrative staff to evaluate the performance of teachers. The Association also recognizes the right and responsibility of administrative staff of the school to visit classrooms for the purposes of evaluating and promoting the education programs.
- B. The Board agrees that teacher evaluations shall be used constructively and cooperatively with the teacher to help the teacher become more effective.
- C. The evaluation techniques used by principals shall be carried out under the written policies of the Board of Education and in a manner consistent with the provisions of this Agreement.
- D. All formal classroom observations shall be done openly; provided, however, that the teacher being observed shall be notified of such observation no later than the commencement of the class at which such observation is to be performed. Any deficiencies or areas needing improvement shall be summarized in writing and presented to the teacher within ten (10) working days after the observation.
- E. Probationary teachers shall be notified in writing relative to a principal's initial observation in any given year.
- F. Each teacher shall be informed in writing via the teacher's handbook as to the criteria of evaluation and written Board policies used by the principal.
- G. Probationary teachers shall be evaluated each year of their probationary period based on at least two (2) classroom observations held at least sixty (60) days apart, unless a shorter interval is mutually agreed upon by the teacher and the Board. Tenured teachers shall be evaluated at least once every three (3) years based on at least two (2) classroom observations conducted during the school year covered by the evaluation. No formal classroom observation for evaluation purposes shall be made after May 1 without consent of the teacher.
- H. The Board shall provide each probationary teacher employed for at least a full year with an individualized development plan as required by the Michigan Teacher Tenure Act. The Board shall provide each tenured teacher who receives less than a satisfactory evaluation with an individualized development plan as required by the Act. Individualized development plans shall be developed by the Board in consultation with the individual teacher. The teacher may have a representative of the Association present during the consultation.
- I. An evaluation placed in a teacher's file shall be reviewed with the teacher prior to it becoming a part of the permanent record and thereafter on request. Upon request, a teacher may have another REA member present at an evaluation conference. A teacher shall have the right to add written comments and/or objections to any portion of any evaluation made a part of his or her permanent record.

J. The Board agrees that the teachers will continue to participate under the direction of the principals in an advisory capacity in the development of teachers' evaluation instruments which become a part of the teacher's permanent file. The evaluation instrument and criteria used for the current contract year shall be the instrument and criteria used in the current teachers' handbook.

ARTICLE 16

PROTECTION OF TEACHERS

- A. The Board recognizes its responsibility to give assistance to teachers with respect to the maintenance of control and discipline in the classroom within the confines of Board policies.
- B. The teacher bears the primary responsibility for maintaining proper control and discipline in the classroom and understand that all disciplinary actions and methods invoked by them shall be reasonable and just, and in accordance with written Board policy and written administrative regulations.
- C. Any case of assault and/or battery upon or by a teacher while acting in scope of his employment shall be promptly reported to the Board shall, upon request, provide legal counsel to advise the teacher of his or her rights and obligations with respect to any such assault and/or battery and shall provide such legal and other necessary representation and assistance as might be required in connection with any attack on him or her. Legal representation as provided for above arises from and is subject to the Board's liability insurance policy.
- D. Non-administrative complaints directed toward a teacher shall be called to the teacher's attention within five (5) school days, or completely dismissed as an issue. If the complaint is to become a part of said teacher's personnel file, the teacher shall be notified of such intent writing and be permitted to add written comments thereto.
- E. The Board and the Association recognize that the ability of pupils to progress and mature academically is combined result of home, school, economic and social environment and that teachers alone cannot be held accountable for all aspects of the academic achievement of the pupil in the classroom.
- F. No teacher shall be disciplined without just cause.
- G. A teacher upon request may have another REA member, of the teachers' choice, present at a pre-arranged conference which is for the purpose of reprimand or discipline.

ARTICLE 17

GRIEVANCE PROCEDURE

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

C. Formal Grievance Procedure

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

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

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

Disposition of the grievance in writing by the Board shall be made no later than ten (10) work days thereafter. If the grievance has not been satisfactorily settled, the Association shall, within 20 calendar days of receipt of the Board's disposition, submit notification to the Board Secretary of its intent to pursue arbitration. If the parties cannot agree on the selection of the arbitrator within ten (10) days from the notification date that arbitration will be pursued, the arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall be permitted to assert in such arbitration proceedings any grounds or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, nor subtract from the terms of the Agreement. Both parties agree to be bound by the award of the arbitrator.

D. Guidelines:

- 1. A grievance may be initiated directly with the Superintendent when either of the following conditions apply:
 - a. A grievance involves a group of employees or an issue which applies to the unit as a whole.

- b. The action precipitating the grievance was initiated by management at a level higher than the Principal.

When such grievances are initiated at the Superintendent the normal grievance procedure shall be followed as set forth, but with Level 1 of the formal grievance procedure removed.

2. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of both parties. The term days when used in this Article shall mean teacher work days.
3. The fees and expenses of the arbitrator shall be paid by the party adjudicated to be the loser. All other fees shall be borne by the party incurring them.
4. Hearings and meetings at all grievance levels will be established by mutual agreement between the Board and the Association and in no case will there be a loss of pay.
5. The arbitrator shall have no power to:
 - a. Change any practice, policy, or rule of the Board nor to substitute personal judgment for that of the Board as to the reasonableness of any such practice, policy, or action taken by the board. Powers shall be limited to determining whether the Board violated expressed terms of the agreement and to fashion an award if a violation occurred.
 - b. The termination of services of a probationary teacher.
 - c. The failure to re-employ any teacher to a position on the extracurricular schedule.
 - d. Any claim where a teacher has chosen to pursue redress in another legal forum.
6. Notwithstanding the expiration of the Agreement, any claim or grievance having arisen thereunder may be processed through the grievance procedure until resolution.
7. All available information necessary to the determination and processing of any grievance shall be furnished upon request to all parties involved in said grievance.

ARTICLE 18

PLANS AND PROBLEMS COMMITTEE

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

A. These meetings are not intended to by-pass the grievance procedure, but will be used in an attempt to resolve potential problems.

B. Meetings will be held on the last work day of the month at the request of either party by submitting to the other an issue or issues they wish to discuss, by the Friday previous to the meeting date. Other meetings may be scheduled mutually by the parties.

C. Should the meeting result in a mutually acceptable solution to the problem which would require an amendment to this Agreement, then this amendment shall be reduced to writing and be subject to ratification by the Board and the Association. However, the bargaining committees shall be empowered to effect temporary accommodations to resolve special problems not requiring the alteration of previously ratified Articles.

MASTER AGREEMENT

BETWEEN

READING COMMUNITY SCHOOLS

AND

4-C UNIFIED BARGAINING ASSOCIATION MEA/NEA

1997-2000

ARTICLE 19

REDUCTION IN PERSONNEL

A. In the event of a general cutback or reduction of teachers through layoff from employment the following procedures, based upon program needs, will be utilized.

1. If reduction is necessary, then probationary teachers will be laid off first provided there are certified and qualified tenure teachers to perform all of the assignments and duties of the probationary teachers who will be laid off.
2. If reduction is still necessary, then tenure teachers will be laid off according to the following factors hereinafter stated in the following order of priority: certification, qualifications, and length of continuous service as a teacher in the Reading Community School District.

3. Definitions:

Certification: Possessing a valid Michigan teaching certificate, as defined by the Teacher Certification Code of the Michigan Department of Education, appropriate to the teacher's assignment. Alternatively, a teacher may be considered "certified" in the absence of possession of a Michigan teaching certificate if employed pursuant to Section 1233b of the Revised School Code or other statutory provision.

Qualifications:

- a. K-6 grade level -- a minimum of one year experience at the K-6 level within the last five years or a minimum of six semester hours of credit within the last five years within the assignment area or agrees to complete the six semester hours of credit in the teaching area within one calendar year or to participate in professional development activities.
- b. 7th and 8th grade level -- an active major or minor within the subject area or a minimum of two years experience in the subject area within the last five years or a minimum of six semester hours of credit within the last five years within the subject area or agrees to complete the six semester hours of credit in the subject area within one calendar year or to participate in professional development activities.
- c. 9th-12th grade level -- an active major or minor within the subject area, as well as a sufficient number of credit hours in the academic area to meet accrediting agency standards.
 - (1) An active major or minor in sections b and c above shall be interpreted as having taught within the major in the last eight years and within the minor within the last five years or minimum of six semester hours of credit within the last five years within the subject area or agrees to complete the six semester hours of credit in the subject area within one calendar year or to participate in professional development activities.
 - (2) Professional development activities shall be computed as follows: six hours of workshops, in service, travel, visitations or other activities, all with prior written approval of the administration, will be equal one semester hour of college credit.

(3) The one calendar year period to complete six semester hours of credit to be qualified shall include one summer sessions, including the registration period. Teachers who claim qualification by expressing agreement to complete six hours of college credit and fail to complete the credit within the time limit will lose all seniority rights in the Reading Community Schools unless they gain an extension of the requirement from the Board previous to the expiration of the time limit.

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

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

- C. Before the official action on a reduction of teachers is taken by the Board of Education, it will give notice to the Association of the contemplated reduction. As soon as the names of the teachers to be laid off are known, a list of such be given to the Association.
- D. Except in the event of an emergency, all teachers to be laid off shall be given at least 30 days written notice.

E. Recall Procedure:

Recall of teachers shall be in order of seniority; provided, however, that a teacher in order to be recalled shall be certified and qualified as herein set forth to teach the specific assignment to which being recalled. All teachers who are to be recalled shall be notified in writing at the current address as reflected by the school personnel file. In the event a teacher decided to accept said recall they must notify the Board in writing of their intent within seven (7) days. Failure to notify the Board shall result in a rejection of the offer of recall. The teacher must report to the assignment within fourteen (14) days, unless this limit is extended by the Board.

- F. The recall rights of probationary teachers shall be limited to a period of thirty-six (36) months from the effective date of the probationary teacher's layoff.

ARTICLE 20

FACULTY INCENTIVE GRANTS

- A. The Board shall establish a fund for the purpose of reimbursing the actual cost of those teachers who successfully apply for, and participate in, a voluntary program which has as its focus the completion of annual school system goals established by the Board.
- B. Grants for individual teachers or groups of teachers shall be awarded by the Board upon the recommendation of a "Grant Review Committee" which shall be composed of two teachers, two Board Members, and the Superintendent of Schools.
- C. The total grant program shall be funded by the Board in the amount of ten thousand dollars (\$10,000) annually. Grant monies not awarded during any given year shall become fund equity at the conclusion of the fiscal year.
- D. The grant program will be administered as follows:
 - 1. No later than October 1 of each year, the Board shall establish a series of school system goals which shall be distributed to all teachers.
 - 2. Each teacher shall have until November 1 of each year to apply.
 - 3. The grant application shall contain a general description of the project including a rationale for its completion and a list of materials or similar resources needed to complete the project and estimated cost.
 - 4. The Grant Review Committee shall meet by November 15 to review all grant applications and give tentative approval to all projects.
 - 5. Teacher/Applicants who wish to appeal the ruling of the Grant Review Committee may do so at a meeting of the Board of Education. The decision of the Board of Education regarding the grant shall be final.
 - 6. On or before February 1 of the year a project is approved, the teacher shall meet with the Grant Review Committee to review the progress made in their specific project. At this time the Grant Review Committee will review additional applications if funds are available.
 - 7. On or before May 1, the teacher receiving the grant shall again meet with the Grant Review Committee to discuss the final results of the project.
- E. Each teacher shall be entitled to participate in two (2) grant projects annually.

ARTICLE 21

MEDICALLY FRAGILE STUDENTS

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

ARTICLE 22

MISCELLANEOUS PROVISIONS

- A. This agreement shall supersede any rules, policies, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts hereto for its effect. (All future individual teacher contracts shall be made expressly subject to the terms of this Agreement.)
- B. Copies of the Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board. In addition, fifteen (15) additional copies will be presented to the Association.

The provision of the Agreement will become effective August 15, 1997, and will continue in full force and effect until June 30, 2000 (and shall thereupon automatically terminate unless extended by mutual agreement of the parties).

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 3rd day of September, 1997.

READING COMMUNITY SCHOOLS

READING EDUCATION ASSOCIATION, MEA/NEA
4-C UNIFIED BARGAINING ASSOCIATION

Roger Wheeler
President, Board of Education

Patricia A. Ross
4-C UBA President

Cynthia J. Weaver
Secretary, Board of Education

Chuck North
Reading Education Association President

Robert Duncan
Superintendent

Judith K. Vance
Uniserv Director

For the Board

For the Association

Robert Duncan, Superintendent

Chuck North, REA President
Warren Bartels
Rick Bailey
Eric Floro
Kim Jurik
Norm Winters

SCHEDULE A
SALARY SCHEDULE

1997-98

BACHELOR'S DEGREE	STEP	MASTER'S DEGREE
26,616	1	28,831
27,391	2	29,699
28,243	3	30,586
29,229	4	31,610
30,374	5	32,811
31,679	6	34,203
33,144	7	35,775
34,769	8	37,533
36,552	9	39,396
38,496	10	41,367
40,424	11	43,444
41,850	12	45,229
43,431	13	45,616
43,831	L-15	46,341
44,231	L-20	46,766

Longevity based on years of experience in Reading:

BA	15 Years	\$400	20 Years	\$800
MA	15 Years	\$725	20 Years	\$1,150

SCHEDULE A
SALARY SCHEDULE

1998-99

BACHELOR'S DEGREE	STEP	MASTER'S DEGREE
27,508	1	29,796
28,308	2	30,694
29,189	3	31,611
30,208	4	32,669
31,391	5	33,910
32,740	6	35,349
34,254	7	36,974
35,934	8	38,790
37,777	9	40,716
39,785	10	42,753
41,778	11	44,900
43,252	12	46,744
44,886	13	47,144
45,288	L-15	47,872
45,690	L-20	48,300

Longevity based on years of experience in Reading:

BA	15 Years	\$400	20 Years	\$800
MA	15 Years	\$725	20 Years	\$1,150

SCHEDULE A
SALARY SCHEDULE

1999-2000

BACHELOR'S DEGREE	STEP	MASTER'S DEGREE
28,428	1	30,793
29,256	2	31,721
30,166	3	32,668
31,219	4	33,762
32,442	5	35,045
33,836	6	36,532
35,401	7	38,211
37,136	8	40,088
39,041	9	42,079
41,117	10	44,183
43,177	11	46,402
44,700	12	48,308
46,388	13	48,721
46,790	L-15	49,450
47,192	L-20	49,877

Longevity based on years of experience in Reading:

BA	15 Years	\$400	20 Years	\$800
MA	15 Years	\$725	20 Years	\$1,150

The Board of Education will make premium payments on behalf of a teacher and his/her eligible dependents for full family health insurance (and full dental insurance with the Board selecting the carrier) beginning September 1, with health insurance to be selected from MESSA, Blue Cross Blue Shield or MASB-set.

Beginning November 1, 1990 the Board, as agreed upon will make premium payments for MESSA Super Care 1.

The Board will reimburse the teacher for any of the required deductible (\$50.00 or \$100.00, which ever is applicable) per contract year. Said payments shall be made in December and June of each year upon the teacher submitting evidence of the medical expenditure(s).

For the remainder of the contract, the Board of Education has the right to select the carrier of full family health insurance provided:

Any change from present MESSA Super Care 1 will necessitate that those being considered will demonstrate equal coverage in simultaneous presentation by carrier representatives and be mutually agreeable to both parties, REA and Board, constituted by a majority vote of both parties.

The Board agrees to make premium payments for each employee for a \$5,000 AD&D life insurance policy from a Board selected carrier for the life of this contract.

Effective December 1, 1988, the existing optical program will be expanded to cover all teachers.

Staff not selecting health insurance coverage will receive a cash option through a Section 125 plan equal to the 25% of the annual health premium they could receive, payable over pay periods of each plan year. The employee may divert the cash from the plan through salary reduction to an annuity if they so desire.

**READING COMMUNITY SCHOOLS
EXTRA SERVICE SCHEDULE B**

12th Grade Advisor	5%	Cheerleaders:	
11th Grade Advisor	4%	Varsity & Reserve	8%
10th Grade Advisor	2%	Football:	
9th Grade Advisor	2%	Head Varsity	12%
8th Grade Advisor	1%	Assistant Varsity	8% (2)
7th Grade Advisor	1%	Head Reserve	8%
*Annual	3%	Assistant Reserve	8%
*School Paper	3%		
Continuous Improvement Team Chair: (combined w/chairperson) 3%		Basketball:	
Quiz Bowl	1% (2)	Varsity	12%
National Honor Society	3%	Reserve	8%
SADD	1%	Track:	
Mentor Teachers	\$200.00 per year	Varsity	9.5%
Fair Booth Committee	1% (2)	Asst. Varsity	6%
Curriculum Committee (El)	1% (1)	Cross County: 7.5% (97-98) 9% thereafter	
PTO Christmas Program	1% (2)	Baseball - Softball:	9.5%
Art Club	3%	Volleyball:	
Varsity Club	4%	Varsity: 10% (97-98) 11% thereafter	
Drama (per production)	3%	Reserve	7%
Band Director:		Wrestling	11%
Senior High	8%	Junior High Sports:	
Junior High	4%	Basketball	4.5%
*SAE	3%	Track	4.5%
Future Problem Solving/	2.5% for 1 team		
Odyssey of the Mind	3.75% for 2 teams		

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

Percentages on the Schedule B shall be applied to the Bachelor's salary step corresponding to the individuals number of years of experience in that activity in Reading Community Schools to a maximum of the eighth (8) step. Personnel at step 5 for the 1996-97 school year would move to step 6 for the 1997-98, step 7 in 1998-99, etc. All new people to the activity will begin at step 1. If the activity remunerates at a dollar figure, there is to be no step consideration.

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

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

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