

RAVENNA PUBLIC SCHOOLS  
RAVENNA EDUCATION ASSOCIATION

MASTER AGREEMENT

2008 - 2009

2009 - 2010

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PREAMBLE

This Agreement entered into this 1st day of July, 2008, by and between the Ravenna Public Schools of Muskegon and Ottawa Counties, represented by the Board of Education, hereinafter called the "District", and the Ravenna Education Association (REA), hereinafter called the "Association".

This Agreement constitutes the sole and entire Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the Association. This Agreement is subject to amendment between, and executed by, the District and the Association. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

WITNESSETH

WHEREAS the District and the Association recognize and declare that providing a quality education for the children of the Ravenna Public Schools is their mutual aim and that the character of such education depends predominately upon the quality and morale of the employees, and

WHEREAS the members of the Association are qualified to advise and recommend in formulating policies and programs designed to improve educational standards, and

WHEREAS the District has a statutory obligation, pursuant to all laws of the Michigan Public Acts to negotiate with the Association as the representative of its teachers with respect to hours, wages, terms, and conditions of employment, and

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

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

ARTICLE I

RECOGNITION

- A. The District hereby recognizes the Ravenna Education Association as the exclusive negotiating representative for all professional personnel excluding supervisor, executive, and casual personnel. Casual personnel shall include, but not be limited to: substitute teachers, adult and community education teachers, school psychologists, social workers, and all non-certified personnel.

The term "teacher", when used hereinafter in the agreement, shall refer to all employees represented by the Association in the bargaining unit.

The term "district" when used hereinafter in the Agreement shall refer to the Ravenna Public Schools, its Board of Education and, where appropriate, its executive and administrative employees and agents.

- B. The District agrees not to negotiate with any organization representing teachers other than the Association for the duration of this Agreement.

## ARTICLE II

### DISTRICT RIGHTS

- A. The District, 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 the laws and the Constitutions of the State of Michigan and of the United States.
- B. The listing of specific management rights in this Agreement is not intended to be, nor shall it be restrictive of, or a waiver of, any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the District in the past. Such rights shall include by way of illustration and not by way of limitation, the right to:
  - 1. Manage and control its business, its equipment, and its operations.
  - 2. Continue its rights, policies, and practices of assignment and direction of its personnel and scheduling.
  - 3. Direct the working forces, including the right to hire, promote, evaluate, discipline, transfer and determine the size of the work force.
  - 4. Determine the services, and type of equipment necessary to continue its operation.
  - 5. Adopt reasonable rules and regulations.
  - 6. Determine the qualifications of new hires including health qualifications.
  - 7. Determine overall goals and objectives as well as the policies affecting the educational programs.

8. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.
9. Determine the size of the management organization, its functions, authority, amount of supervision, and the table of management organization.
10. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

### ARTICLE III

#### TEACHER AND ASSOCIATION RIGHTS

- A. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws or applicable state or federal laws and regulations. The rights and resultant responsibilities granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- B. The Association and its members shall have the right to use school building facilities for meetings in accordance with District policies as long as this Agreement is in effect.
- C. The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to disability, race, creed, religion, color, national origin, sex, marital status, or membership in or association with the activities of a teacher organization. The District and the Association pledge themselves to seek to extend the advantage of public education to every student without regard to disability, race, creed, religion, sex, color, or national origin and to seek to achieve full equality of educational opportunity.
- D. The Association shall have the right to wear insignia, pins, or other identification of membership in the Association, either on or off school premises.
- E. The District agrees to furnish to the Association President, in response to request from time to time, all available existing public information concerning the financial resources of the District, tentative budgetary requirements and allocations, and such other information as will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the teachers and their students.  
The Board also agrees to furnish information which may be necessary for the Association to process any grievance or complaint exclusive of credentials and materials not for general publication. This Section shall not be construed to require the District to make a compilation or summary of information.

## Article IV

### DISTRICT RESPONSIBILITIES

- A. The parties recognize that the availability of good school facilities for both student and teacher is desirable to insure a high quality of education.
- B. The District recognizes that good schools must have appropriate materials and tools of the teaching profession. Therefore, the parties will confer from time to time for the purpose of improving the selection and use of educational tools. The District will attempt to implement all joint decisions made by its representatives and the Association and agrees to keep the schools equipped and maintained at all times.
- C. A complete copy of the Codified District Policies will be provided the president of the Association for its files. This copy will be kept current in the same manner as the District's policy book.
- D. The District agrees to maintain a list of substitute teachers. Teachers shall be informed of a telephone number they may call before 6:30 a.m. to report unavailability. It shall be the responsibility of the administration to arrange for a substitute teacher or make other provision for the students before school convenes.
- E. Any case of assault upon a teacher shall be promptly reported to the District's designated representative. The District will provide legal counsel to advise the administration and the teacher of their rights and obligations with respect to such assault and shall render all assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities provided. However, in the event a teacher is finally adjudged guilty of a crime in connection therewith by a court of competent jurisdiction, the District shall be reimbursed by the teacher for any out-of-pocket expense it has incurred in behalf of the teacher in said case.
- F. The District recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the system's schools. The District further recognizes that a teacher may not fairly be expected to assume the role of custodian for students whose behaviors are disruptive to the educational process. Whenever it is determined that a particular pupil's disruptive behavior requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professionals, the District will take reasonable steps to relieve the teacher of classroom responsibilities with respect to said pupil except where that pupil has been certified, under state and/or federal special education regulations, as having special needs. If the student has been certified, the parties recognize the District's responsibility to provide the services as defined in the pupil's Individualized Educational Plan.
- G. Major complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention.

- H. If any teacher is sued by reason of disciplinary action taken by the teacher against a student, the District will provide legal counsel and render assistance to the teacher in his/her defense provided. However, in the event a teacher is finally adjudged guilty of a crime in connection therewith by a court of competent jurisdiction, the District shall be reimbursed by the teacher for any out-of-pocket expense it has incurred in behalf of the teacher in said case. Time lost by a teacher in connection with any incident mentioned herein shall not be charged against the teacher unless he/she is adjudged guilty of a crime in connection therewith by a competent court of law.
- I. The District shall make available in each building, as far as possible, lunchroom, rest room, and lavatory facilities exclusively for teacher use.
- J. Telephone facilities shall be made available to teachers for their use provided such use does not interfere with use of the telephones for District purposes.
- K. Vending machines may be installed in teacher rooms at the request of the Association, the profits to be used as designated by the teachers using the facility.
- L. Sufficient parking space shall be made available to teachers for their use. Snow will be removed to provide parking and walkways.
- M. Copies of this Agreement shall be printed at the expense of the District and presented to each teacher. In addition, the District shall provide fifteen (15) copies of the agreement to the Association at no cost.

## ARTICLE V

### TEACHER AND ASSOCIATION RESPONSIBILITIES

- A. It is acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at ensuring that the energy of the teacher is primarily utilized to this end.
- B. Teachers shall be at their work station for the days contracted except as otherwise permitted by this Agreement. Any un-excused absence will result in an entry to that effect in the teacher's personnel file, with notice thereof to the teacher and may be cause for disciplinary action.

The District and Association agree that abuse of leave, including falsification of the need or reason for a leave, constitutes a serious offense, which might lead to severe discipline, up to and including discharge.

- C. Teachers are expected to attend annual Open House and Parent/Teacher Conferences. Building staff are encouraged to attend programs such as "Family Night," "Awards Nights," Christmas programs, Spring Concerts, etc.



- D. The Association agrees that management of students during the school day is an integral part of every teacher's duty and further agrees to take effective action to promote conditions on school property which are conducive to good discipline.
- E. Teachers shall have access to their own personnel files in the presence of the appropriate administrator or his/her designee. An authorized representative may accompany such teacher. Authorization shall be a letter dated and signed by said teacher for each given day. If a teacher is incapable of attending, the authorized representative shall be granted access in accordance with applicable statutory provisions for such procedure.
- F. Reporting on-the-job personal injuries is the responsibility of the teacher. Any penalties incurred by the District due to late or lack of teacher reporting will be paid by the teacher.
- G. Teachers shall be expected to exercise care with respect to the safety of pupils and property.
- H. The association shall be duly advised by the District of fiscal, budgetary, and tax programs affecting the District and shall, whenever feasible, have the opportunity to consult with the District with respect thereto prior to general publication.
- I. Teachers will not be required to handle money or keep records in connection with the hot lunch program.
- J. Teachers will use their preparation period for professional purposes such as conferring with parents, pupils, administrators, supervisors, and other teachers; preparing lessons; maintaining records; correcting papers; reading professional literature; and other similar duties.

## ARTICLE VI

### NEGOTIATION PROCEDURES

- A. At least ninety (90) days prior to the expiration of this Agreement the parties will begin negotiations for a new agreement covering wages, hours, terms and conditions of employment.
- B. In any negotiations described in this Article, neither party shall have control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside the school district. The parties mutually pledge that representatives selected shall have authority to make and consider proposals and concessions in the course of negotiations or bargaining, subject only to ultimate ratification. Any final agreement between the parties must be ratified by a majority of the membership of each party.

- C. Matters not specifically covered by this Agreement shall be subject to negotiations between the parties from time to time during the period of this Agreement upon request by either party to the other. The parties shall undertake to cooperate in arranging meetings, furnishing necessary information, and otherwise constructively considering and resolving any such matters.

## ARTICLE VII

### TEACHING HOURS AND ASSIGNMENTS

A. Teaching Day

1. Teacher duty hours in District buildings are as follows:  
  
Grades 6-12: 7:25 a.m. until 2:55 p.m.  
Grades K-5: 7:35 a.m. until 3:05 p.m.  
  
Student start/end times are as follows:  
  
Grades 6-12: 7:40 a.m. until 2:46 p.m.  
Grades K-5: 7:50 a.m. until 2:56 p.m.
2. Teachers of grades 6-12 shall be entitled to a duty-free lunch period of not less than thirty minutes.
3. Teachers of grades K-5 shall be entitled to a duty-free lunch period of not less than thirty-five minutes.
4. Elementary exploratories will be five days a week for a minimum of 47 minutes. Recess periods will be scheduled only at noon. Additional supervised recess-type breaks may occur with prior administrative approval.
5. Any teacher desiring to absent himself/herself from work during prescribed working hours must clear such absence with his/her immediate supervisor prior to departure in a manner prescribed by the building supervisor.
6. All teachers are required to attend regularly scheduled teacher/staff meetings unless prior approval of absence is received from the building principal. Except in an emergency, staff meetings shall not be scheduled more than once per two weeks.

Every effort shall be made to limit the length of before-school staff meetings to forty-five (45) minutes. Before-school meetings shall end at least ten (10) minutes before student instruction begins. Afternoon staff meetings are to be no more than one hour in length. A staff-meeting schedule will be established by Sept. 1. Additional staff meetings are voluntary and therefore decisions affecting the entire staff will not be made.

- B. The teaching day for the school year will meet the standards of the State of Michigan School Code. Additional hours will be contracted by a letter of agreement.
- C. The standard teaching load for grades 6-12 shall be six teaching periods per day and a preparation or conference period equal to a teaching period.
- D. Incorporate existing Letter of Agreement regarding Job Sharing.

## ARTICLE VIII

### QUALIFICATIONS AND ASSIGNMENTS

- A. A teacher upon being employed by the District may be placed on the salary schedule on the basis of one year of credit for up to eight (8) years of teaching experience.
- B. All teachers will be determined to be qualified if they meet state certification requirements and are highly qualified under ESEA where required.
- C. ESEA Requirements for Highly Qualified Teachers: A teacher hired before the first student attendance day of the 2002-2003 school year who is required by the ESEA to be “highly qualified” (as defined by the ESEA and the Michigan Department of Education) for his/her teaching assignment and is not “highly qualified” for his/her teaching assignment shall, by the end of the 2005-2006 school year, have elected and satisfied one of the options for becoming “highly qualified.”
- D. School Improvement Team: For the purposes of Section C above, a School Improvement Team (SIT) shall be established to conduct an assessment of the option elected and pursued by each employee subject to Section C. The SIT shall be composed of four (4) members, two (2) administrators appointed by the Superintendent, and two (2) teachers appointed by the Association. The SIT shall make a determination whether each employee subject to Section C has become “highly qualified” by meeting one (1) of the options provided by the Michigan Department of Education.

- E. Teachers not “highly qualified” by the end of the 2005-2006 school year: A teacher who is required, pursuant to the ESEA, to be “highly qualified” for his/her teaching assignment (as determined by the ESEA and the Michigan Department of Education) by the end of the 2005-2006 school year and is not “highly qualified” for his/her teaching assignment shall be granted the first vacancy he/she applies for provided he/she is “highly qualified” for the vacancy. If there is no vacancy for which said teacher is “highly qualified”, said teacher will be treated under Article XI, Reduction of Certified Personnel for provisions of this Agreement as if his/her currently position had been eliminated. A teacher on layoff under this section will have two (2) years to become “highly qualified” for a position; if, at the end of two (2) years, the teacher is not “highly qualified” for a position, he/she will be removed from the recall list.
  
- C. When there is reason to question the physical and/or mental health of a teacher, the District may require the teacher to submit to a physical and/or mental examination by a physician or licensed mental health professional mutually acceptable to the District and the teacher. Such requested examination will be at the District's expense.

## ARTICLE IX

### SENIORITY

Seniority shall be defined as the length of continuous service in the bargaining unit from the last date of hire. Any teacher who shall be transferred from a position as a teacher and shall later return to a position as a teacher shall be entitled to seniority credit as would have accrued under this Agreement had he/she remained a teacher. Periods of time spent on leaves of absence or on layoff shall not constitute a break in continuous service.

Unpaid leaves of absence greater than ninety (90) days shall not be counted towards seniority. Service at less than the full teaching load shall count as if the service was at the full teaching load.

- A. In the event of ties in seniority, as defined above, position on the seniority list shall be determined by using the last four digits of their Social Security number with the highest four digits having the highest seniority.
  
- B. Not later than November 1 of each year, the District shall prepare a seniority list and deliver the same to the REA President. In the event that REA disputes the accuracy of said list, it will notify the District of any alleged errors, in writing, by December 1.

## ARTICLE X

### VACANCIES, PROMOTIONS, TRANSFERS

#### A. Vacancies

1. A bargaining unit vacancy exists when a new position is implemented or when any position is vacated, regardless of reason and the Board determines it will fill the vacancy. Vacancies will be classified as "temporary", "annual appointments", or "permanent".
  - a. A temporary vacancy exists when a bargaining unit position is vacated for a leave of absence or extended sick leave.
  - b. An annual appointment constitutes an assignment to an extra duty position as found in Appendix E.
  - c. All other vacancies shall be considered permanent.
2. The district shall publicize all vacancies by giving written notice of such vacancy to the Association President for posting for a period of five (5) working days during the regular school year. During the summer break, the president shall be notified fifteen (15) calendar weekdays and a notice shall be included in the pay envelope of each teacher receiving their pay in 26 periods. Teachers not electing 26 pays and wishing to receive summer postings shall provide the district with stamped, self-addressed envelopes prior to the end of the school year for such mailings.
3. In filling temporary vacancies first consideration must be afforded teachers on layoff who are certified and qualified for the position. If there are none so considered, the District may fill the vacancy from any source it chooses.
4.
  - a. In filling permanent vacancies, the District will utilize the recall procedure set forth in Article XI of this contract. If there is no teacher eligible for recall, the District will consider applications from current staff members who are certified and qualified for the position. If two or more staff members who apply are certified and qualified, the position will be awarded to the one with the highest seniority.
  - b. The first two vacancies created as a result of a successful bid in 4a. above must be filled through posting procedure. The resulting vacancies will be filled by the highest seniority applicant who is certified and qualified. Following the two postings above, the Administration may fill the newly vacant position by transfer, assignments, etc., and may choose the applicant it feels is most qualified under the circumstances. A bargaining unit member not chosen through transfer, assignment, etc., may request an explanation of the administration's decision.

B. Promotions

The District declares its support of a policy of promotions which affords due consideration of present teachers including promotions to supervisory and executive levels.

C. Transfers

1. Teachers considering a transfer for change of assignment are encouraged to consult with the Superintendent to discuss any concerns related to a contemplated change. Teachers who desire a transfer or change of assignment may make desires known on the annual questionnaire or by a letter to the Superintendent. Such reports will be acknowledged in writing and must be renewed each year on or before March 1.
2. A transfer is defined as a change in assignment that necessitates one or more of the following:
  - a. Movement to another building;
  - b. Change of subject matter assignment outside of area previously taught or one's certification;
  - c. Change of grade level assignment of more than two grades. (For example, changing from teaching 1st grade to 4th grade);
  - d. Change from classroom to non-classroom; non-classroom to classroom.
3. For all intents and purposes, transfers as described above should be kept to a minimum. If such a transfer is considered necessary, the teacher being transferred should have notification at least fifteen (15) calendar days prior to start of assignment. In no instance should a teacher be transferred without consultation.
4. The REA and the District agree that no teacher shall be transferred to a Choice/Alternative Education position involuntarily.
5. If a teacher regards the transfer as "involuntary" after consulting with the supervisor in question, he or she may appeal the transfer to the Superintendent. If the teacher is not satisfied with the decision of the Superintendent, he or she may appeal to a committee of the Board of Education which will make the final decision.

The initial appeal must be made within three (3) calendar weekdays, excluding holidays, subsequent to the consultation with the supervisor. The Superintendent will have the same time span to issue a decision. In no instance is the teacher to refuse to accept the transfer pending decision of appeal.

## ARTICLE XI

### REDUCTION OF CERTIFIED PERSONNEL

To promote an orderly reduction in personnel, the following procedure is agreed to by and between the Association and the District.

- A. If personnel reduction is necessary, probationary teachers will be laid off first on the basis of seniority, provided there are remaining fully certified and qualified teachers to replace and perform all of the duties of the laid off teacher(s).
- B. If further reduction is necessary, then tenure teachers shall be laid off on the basis of seniority, provided there are remaining fully certified and qualified teachers to replace and perform all of the duties of the laid off teacher(s).
- C. Fully certified teachers shall be defined in accordance with the rules and regulations set down by the State of Michigan. For the purpose of this article, elementary shall be considered K-8 and secondary shall be considered grades 7-12.
- D. The term qualified is defined in Article VIII.
- E. Seniority is defined in Article IX.
- F. It is expressly understood that the Association shall be notified and have the right to review the layoff list prior to notification of the individual teachers to be laid off.
- G. Teachers shall be recalled in order of seniority for positions open for which they are certified and qualified. Teachers involved in the recall shall be notified by certified mail to their last known address. The right to return to the position to which the teacher is recalled shall be lost if the District does not receive a certified or registered letter and the teacher is not available for work within twenty (20) calendar days after receiving his/her recall notice.
- H. A teacher being recalled who is under a contract of employment with another school district (private or public) may reject a recall which would be effective during the term of the contract with the other school district without losing his/her future rights to recall. At the conclusion of the current contract with the other employer, said teacher may displace a less senior teacher in the District provided he/she is certified and qualified for such a position.
- I. Changes in certification after the first work day of the school year shall not entitle a teacher on layoff to exercise bumping rights during the school year.
- J. Reduction of a position by the District from full to part time shall be considered a partial layoff. Remaining in the reduced position shall not affect the teacher's right of recall to a full time position.

- K. Refusal or acceptance of a position that is not equal in time to the position previously held shall not affect the teacher's recall rights.
- L. No bargaining unit member shall be laid off for the ensuing school year unless he/she has been notified of layoff by July 1. No bargaining unit member under individual contract provided for under this Agreement shall be laid off during the period of the contract, except to the extent that there is a reduction in revenue from the state and/or federal government.

## ARTICLE XII

### LEAVES OF ABSENCE

#### A. Sick Leave

1. Sick leave may be used for personal illness, or up to 5 working days for illness or death in the immediate family. The immediate family shall be construed to mean a father, mother, wife, husband, sister, brother, child, step-child, grandparents, grandchild, step-parents, and in-laws. Illness of a member of the family is construed to mean the illness is of such severe nature that the teacher's presence is necessary. It is assumed that the teacher has made provisions for care of family members who remain at home with non-serious ailments.

At the request of the Board or its agent, a bargaining unit member absent from duties, for a period of ten consecutive days, due to illness or other medical reasons, shall provide verification from a medical care professional that the absence resulted from a medical condition.

2. An employee may use sick leave to attend the funeral of a relative, as listed in A.1, and also including aunt, uncle, niece, nephew. If any employee wishes to attend the funeral of any person other than an immediate relative without deduction of salary, permission to do so shall be secured from the principal of the school who shall confer with the Superintendent. Such absence without loss of salary shall be deducted from the days of sick leave.
3. Teachers will receive one sick leave day per contract month (11 days), August through June, and will be allowed unlimited accumulation. Other than August and June, four days must be worked to earn the sick day.
4. Teachers will be reimbursed docked pay for sick days taken when they had none accumulated, provided that they have a surplus of unused sick days at the end of the year. Such reimbursement shall be made in the final paycheck in June of the affected school year.
5. Routine doctor and dental appointments are not construed as sick leave.



6. Sick Leave Bank

- a. The Sick Leave Bank can be used by any teacher who has contributed to the present bank.
- b. Each member wishing to participate in the Sick Bank must contribute one (1) day to the bank each September.
- c. When the Sick Bank is diminished to twenty (20) days, each participant will then be required to donate one (1) additional day or give up the day already donated and withdraw from the bank.
- d. Criteria:
  1. A member of the Sick Bank may use as many sick days as he/she has accumulated, not to exceed fifty (50) days.
  2. A person must use his/her own sick days before using any from the Sick Bank. Days borrowed must be an extension of the person's accumulated sick days.
  3. Sick Bank withdrawal requests will be reviewed by two (2) Association members and two (2) administrators.
  4. A person can only use Sick Bank days for illnesses or disabilities, to be determined by the reviewing committee.
  5. 50% (minimum) of the REA membership must participate in the Sick Bank.
  6. At the end of the year the Sick Bank will forfeit 40% of its balance of days to the Board of Education.
  7. Any teacher whose personal illness extends beyond the period compensated above shall be granted a leave of absence without pay under the procedures specified in the Teacher Tenure Act for such time as is necessary for recovery from illness certified by a statement from a doctor selected by the District if considered necessary.

7. Worker's Compensation

- a. Any employee who is absent and compensated under the Michigan Worker's Compensation Act (because of an injury or illness suffered as a result of an intervention in a dispute between students or as a result of an assault upon the employee by a student, parent or guardian) shall receive the difference between the benefits received under the Worker's

Compensation Act and his/her regular salary for the duration of the injury or illness:

1. First from the Board for a period not to exceed 12 months.
2. At the conclusion of the Board's obligation to fill the difference in salary, then the employee may elect to fill the difference in salary by using a pro-rata deduction from his/her accumulated sick leave.

(example: 10 days of accumulated sick leave used at a rate of 1/5 day for salary fill = 50 pro-rata days of salary fill deducted from employee's accumulated sick leave at the rate of 1/5 day sick leave for every day of fill.)

- b. Any employee who is absent and compensated under the Michigan Worker's Compensation Act because of injury or illness (not the result of an intervention or assault as defined in Article 5, G. 1. above) may elect to receive the difference between the benefits received under the Worker's Compensation Act and his/her regular salary for the duration of the injury or illness for a period not to exceed pro-rata use of accumulated sick leave. If the employee so elects, a pro-rata portion of leave shall be deducted from his/her accumulated sick leave.

(example: 10 days of accumulated sick leave used at a rate of 1/5 day for salary fill = 50 pro-rata days of salary fill deducted from employee's accumulated sick leave)

## B. Non-Chargeable Leaves

Leaves of absence with pay not chargeable against the teachers's allowance shall be granted for the following reasons:

1. When a teacher is called for jury service, he/she shall receive the difference between jury pay and his/her regular pay.
2. When a teacher is subpoenaed as a witness in any proceedings he/she shall be paid the difference between the witness pay and his/her regular pay.
3. When a teacher is called as a witness in any case connected with the teacher's employment or the school.
4. When a teacher is attending an approved educational conference, convention, or school visitation, per Article XVI.
5. Teachers engaged during the school day in negotiations, grievance processing, mediation, or hearings with the Board or its agents.

C. Child Care Leave

A child care leave shall be granted without pay. The ability to perform the teacher's duties will govern decisions as to when to commence the absence. In the event the leave is for less than one year, the teacher shall be entitled to return to the position left. For leaves one year or longer, the teacher will be assigned to the former position if vacant; otherwise, the teacher will be assigned to a position consistent with certification and qualification.

D. Education Association Leave

Teachers who are officers of the State or National Education Association or other Departmental Associations or are appointed to its staff should upon proper application, be given leave of absence without pay for one (1) year for the purpose of performing duties for the Association. Teachers given leaves of absence without pay shall receive credit toward annual increment on the schedule appropriate to their position on the scale.

E. Military Leave

Military leaves of absence without pay shall be granted to any teacher who shall be inducted or enlisted for military duty to any branch of the armed forces of the United States. The teacher must return for employment according to federal and state laws, and will receive the seniority that would have been credited had he/she remained in active service to the school system.

F. Political Leave

1. The Board shall grant a leave of absence without pay to any teacher to campaign for, or serve in, a public office other than the state legislature provided at least sixty (60) days written notice is given to the Board. Such leaves of absence are limited to tenure teachers and are not to exceed one year.
2. The Board shall grant a leave of absence without pay to any teacher to campaign for a position in the state legislature provided at least sixty (60) days written notice is given to the Board. Such leave of absence is limited to tenure teachers and is not to exceed one year. If elected, due to an Opinion of the Attorney General (OAG No. 6165) regarding conflict of interest, the teacher would have the option of:
  - a. refusing the elected position and returning to his/her teaching assignment, or
  - b. accepting the elected position and resigning his/her employment at Ravenna.

G. Education Leave

Leaves of absence without pay shall be granted upon application for the following purposes:

1. Study related to the teacher's field.
2. Study, research, or special teaching assignment involving advantage to the school system.
3. Salary increments shall occur during such period of leave.
4. The foregoing leaves of absence are limited to tenure teachers and shall not exceed one year in duration.

H. Annual Leave

Each teacher will be allowed three (3) personal leave days.

Teachers shall notify the superintendent at least two days in advance when leave will be taken. Leave may not be taken during the first week or the last week of school or with less than two days notice except by permission of the superintendent. Leave may also be denied if it is scheduled on a day when three or more other teachers in the building have already scheduled leave. Days set forth in the above which are not used, will be added to accumulated sick leave.

I. Unpaid Business Leave

For each teacher three days unpaid business leave will be allowed annually. Said days would be with loss of pay, are not accumulative as personal days.

Unpaid business leave days shall be taken at the teacher's request and under the following provisions:

1. The day(s) requested cannot be used for seeking other employment or as an extension of vacation time.
2. Request for such leave should be made at least two working days prior to day of absence.
3. Requests may be disapproved if two or more faculty in that building already have scheduled absences for that day; or if leave is to occur during the last ten (10) days of the school year.
4. Unpaid leave days must be taken consecutively.

J. Emergency Leave

Leaves of absence for emergencies, bereavement, and other personal situations which necessitate a teacher's absence may be granted without loss of pay at the discretion of the Superintendent, provided such request is made with reasons given. All requests shall be in writing and submitted prior to the beginning of the leave when appropriate. Day(s) granted in accordance with this paragraph will be deducted from accumulated sick leave. The decision of the Superintendent shall not be grievable.

K. Association Leave

At the beginning of every school year, the Association shall be credited with ten (10) paid days to be used by teachers who are officers or agents of the local Association. Such use to be at the discretion of the Association.

L. Upon return from any leave, a teacher shall be assigned to the same position or an equivalent position if available.

M. A teacher on leave of absence will advise the District in writing of his/her intent to return from leave upon written request by registered letter from the District. The response shall be within ten (10) days of receiving the request.

N. All accumulated leave time shall terminate upon severance of employment. However, if alleged contract or discipline violations which prompted severance prove to be unwarranted, all accumulated leave due said teacher shall be reinstated.

### ARTICLE XIII

#### TEACHER EVALUATION

A. The parties recognize that the purpose of teacher evaluation is to maintain a high quality of instruction in the Ravenna Public Schools and to assist teachers in improving their classroom effectiveness.

B. Monitoring or observation of a teacher's classroom work shall be conducted in a formal manner by the building supervisor or his/her superior. However, other mutually agreed upon qualified individuals who are not members of the bargaining unit may be retained to conduct evaluations of teachers who are experiencing problems or who are working in specialized areas. Observation periods should be approximately thirty (30) minutes minimum or a major portion of the class period being conducted.

C. Teachers shall be appraised of specific criteria to be used in the evaluation process. (For the most part, it is contained in the sample of the Evaluation/Observation form included in Appendix G.) It is expressly understood that test results of student achievement should not be considered as a sole or major criteria in the evaluation procedure.

- D. Probationary teachers shall be evaluated each semester. Probationary evaluations shall be at least sixty (60) days apart. Tenure teachers shall be evaluated every three years. Tenure evaluations shall be based on at least two observations.
- E. Evaluations of assignments outside of the area of a teacher's certification shall not be included in the personnel file.
- F. The evaluation form included in this Agreement shall be utilized. A copy of the evaluation shall be furnished to the evaluated teacher within seven (7) days of its completion. Either party may request a consultation concerning the results of the evaluation. The teacher may submit a written reaction to the evaluation and it shall be attached to the supervisor's evaluation form. All forms shall be filed in the teacher's personnel file. Evaluations of probationary teachers should be accomplished no later than April 1; tenure teachers May 1.
- G. Tenure teachers whose performance is found less than satisfactory shall be provided with an Individualized Development Plan (IDP) The tenure teacher's IDP shall be developed with input from the tenure teacher, the union representative and the building administrator. In subsequent evaluations, failure to again indicate a specific deficiency shall be interpreted to mean that adequate improvement has taken place.

#### ARTICLE XIV

##### PROFESSIONAL CONDUCT AND DISCIPLINARY PROCEDURES

The District and the Association recognize a mutual responsibility for promoting professional conduct and encouraging quality in the education process that reflects favorably upon the teaching profession and the Ravenna School District.

- A. No teacher shall be disciplined, reprimanded, demoted, or deprived of any advantage without just cause. Any such discipline, reprimand, demotion, or loss of advantage, including adverse evaluations of performance, shall be subject to the grievance negotiations procedure hereinafter set forth. Any grievance on behalf of a probationary teacher concerning dismissal shall be confined to the local level with final disposition up to and including the Board of Education.
- B. When a teacher is being reprimanded or disciplined, either party is entitled to have present an Association representative. This representative shall be of the Teacher's choice and secured by the administrator before immediate action is taken to reprimand or discipline. The teacher may be allowed ten (10) days to secure an Association representative of his choice to review the action.
- C. Teachers shall be reprimanded in private, except as stated in B above.

- D. It is agreed and understood that under normal circumstances the following progressive system of discipline shall be followed in disciplining teachers:
1. Discussion of problem between teacher and appropriate administrator.
  2. Verbal warning by appropriate administrator.
  3. Written warning by appropriate administrator kept at building level.
  4. Written reprimand by appropriate administrator included in District personnel files.
  5. Suspension with pay.
  6. Dismissal.

In the event of serious misconduct, the District may impose any discipline up to and including dismissal, as is just and reasonable under the circumstances without going through the progressive steps set forth above.

- E. Any complaint not called to the attention of the teacher may not be used in any disciplinary action against the teacher.

## ARTICLE XV

### GRIEVANCE PROCEDURE

- A. A grievance shall be defined as any alleged violation of this Agreement. Any teacher, groups of teachers, or the Association may file a written grievance with the District or its representatives. The Board hereby designates as its representative for such purpose the principal in each school building and the superintendent of schools when the particular grievance arises in more than one school building.
1. The "grievant" is the person or persons making the claim or the Association.
  2. The term "days" shall mean teaching attendance days.
  3. The written grievance shall be filed within twenty (20) days of the time the grievant knew, or reasonably should have known, of the incident upon which the grievance is based.
  4. Failure by the grievant or Association to file grievance within the time limits or at any level to appeal the grievance to the next level within the specified time limits shall constitute a waiver of the right to process the grievance further.
  5. Failure by the administration and/or Board to respond within the time limits shall cause the grievance to be deemed granted.

B. Grievance Procedures

1. Within five (5) days of the receipt of the written grievance the designated representative of the District shall meet with the Association in an effort to resolve the grievance. Affected teachers may or may not be present at such meeting. If the meeting is with the school principal and the parties cannot agree, the grievance shall be promptly transmitted to the superintendent who shall have five (5) days thereafter to resolve the grievance.

If the grievance is transmitted directly to the superintendent, he shall have ten (10) days from receipt to resolve it. If the grievance cannot be resolved by the superintendent, it shall be transmitted to the secretary of the Board, with a statement of reasons for the action taken.

2. Within twenty-five (25) days from the original receipt of the written grievance described in the paragraph above, the Board shall pass upon the grievance. An extension of not more than three (3) days may be granted in writing by the Association if a regular Board meeting is scheduled within this time extension. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance. The Board may prescribe such procedure as it may deem appropriate for consideration of the grievance. In no event, except with express written consent of the Association, shall final determination of the grievance be made by the Board more than twenty (20) days after its submission to the Board. After the original submission of a grievance, the grievant is subject to the same submission deadlines as stated in the preceding step.  
For example, in paragraph B., 1., it states ten (10) days for the superintendent to resolve the grievance; therefore the grievant would have same time limit to pursue subsequent submission to the Board if he/she is not satisfied with the superintendent's decision.
3. If the decision of the Board is not satisfactory, the grievance may be submitted to mediation as provided by law.
4. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all compensation lost.

- C. For administrative convenience, the Board may cause complaints which may be the subject of grievances under this Article first to be presented to a department head, assistant principal, or other school employee, for informal processing, in order to reduce the number of formal grievances handled under the grievance procedures. Exhausting of such informal procedures shall not be required as a condition precedent to invoking the grievance procedure, nor shall the participation of department heads, assistant principals, or other employees in such informal procedures be deemed to be a supervisory or executive function.



- D. In the event that controversy arises between individuals and grievances have not been filed as provided herein; the Board or its representatives reserve the right to initiate conferences between individuals, the individuals and the Association, or the individuals and the Association committees.
- E. If, after completion of the grievance procedure, the Association is not satisfied with the decision of the Board, or if no decision is rendered within five (5) calendar days subsequent to the close of procedures listed above, the grievance may be submitted to arbitration before an impartial arbitrator.
- F. If the parties cannot agree as to the arbitrator within five (5) calendar days from the notification date that arbitration will be pursued, he/she shall be selected by the American Arbitration Association in accord with its rules which will likewise govern the arbitration proceeding.
- G. The Arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement and shall have no authority to hear or rule upon any of the following:
1. Any matter upon which the Tenure Commission has issued a written decision based on the merits of the matter. No matters shall be excluded from arbitration that the Tenure Commission has refused jurisdiction or dismissed due to timeliness.
  2. Any matter involving the Board's discretion in the expenditure of funds for capital outlay.
  3. The fixing or establishment of any salary schedule.
- H. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
- I. The fees and expenses of the arbitrator shall be shared equally by both parties with the following exception: If the grievance is withdrawn from arbitration without mutual consent, the withdrawing party must withstand any and all expenses and fees.
- J. Any alteration in the time limits provided in this article must be approved by mutual written consent of both parties.
- K. The grounds for dismissal and the dismissal of probationary teachers shall not be subject to the grievance procedure as established herein.
- L. An individual teacher may present a grievance to be processed through the grievance procedure and have the grievance adjusted without intervention of the Association. The Association shall be given the opportunity to be present at such adjustment to determine that the adjustment is not inconsistent with the terms of this Agreement.

## ARTICLE XVI

### PROFESSIONAL DEVELOPMENT

#### A. Professional Improvement

1. The District wishes to encourage improvement in professional knowledge and competence for staff members. To that end the District may grant released time in addition to the conference days set forth in Article XII, Section H, 3.

A formal request should be received from the teacher not less than ten (10) school days in advance unless extenuating circumstances preclude meeting this deadline. Three days would be minimum time acceptable. A report will be submitted for all such days granted.

2. Any request for taking leave to attend conferences and other professional days shall be made through the principal using the conference application form. Forms shall be sent to the Superintendent for consideration and action.
3. A list of anticipated expenses will be submitted to the superintendent for approval to all conferences.
4. At the time the conference is approved, the District will advise the teacher of the amount of reimbursement he/she will receive for expenses.

#### B. Professional Study Committee

1. There is hereby established a Professional Study Committee composed of four members, two members selected by the District and two by the Association.
2. Additional professional study committees may be established as needed when approved by both parties.
3. The clerical expenses of such committees shall be borne by the District. Representatives on such committees may be excused from the performance of other work, for the purpose of serving on such committees.

## ARTICLE XVII

### PROFESSIONAL DUES, FEES, PAYROLL DEDUCTIONS

- A. Upon appropriate written authorization from the teacher, the District shall deduct from the salary of any teacher and make appropriate remittance for all payroll deduction programs presently in effect, and for any that may be added by mutual agreement in the future.

- B. The annual contractual salary shall be paid in twenty-six (26) or twenty-one (21) equal payments, payable bi-weekly.
- C. Selection of fringe benefit alternatives will be authorized by the teacher in writing no later than the Friday preceding the second pay, on forms provided by the District.
- D. Insurance coverage may be modified from time to time during the school year if there is a change in the teacher's family status or the insurance underwriter holds an open enrollment period.
- E. Annuity deductions may be altered only during September, January and/or April, and in accordance with the requirements of the annuity company. To be approved for annuity deductions after July 1, 1986, a company not currently certified, must present to the business office a minimum of five (5) application requests from teachers. Approved annuity deductions will not be terminated by the district as a result of this clause. Teachers may alter their other payroll deductions during September and up to three additional times during the school year. Additional alterations will be allowed only upon approval of the Superintendent.

F. Agency Fee

1. Any teacher who is not a member of the Association in good standing, according to the constitution and by-laws of the Ravenna Education Association, or does not make application for membership within thirty days of the commencement of school each year, shall, as a condition of employment, pay as a fee to the Association which is a legally permissible amount not to exceed Union dues and which is determined in a legally permissible manner. In the event that a teacher shall not pay such fee directly to the Association or deliver to the District's agent authorization for payroll deductions, the District shall cause the termination of employment of such teacher at the end of the current school year. The parties expressly recognize that the failure of any teacher to comply with the provisions of this section is just and reasonable cause for discharge from employment.

EXCEPTION: Any teacher employed for the first time by the District shall not be subject to the provisions of this section during the first year of employment.

- 2. The Association agrees to assume the legal defense of any suit or action brought against the District regarding this section of the collective agreement.
- 3. The Association further agrees to indemnify the District for any costs or damages which may be assessed against the District as the result of said suit or action, subject, however, to the following conditions:
  - a. The damages have not resulted from the negligence, misfeasance, or malfeasance of the District or its agents:

- b. The Association, after consideration with the District, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the action or the defense which may be assessed against the District by any court or tribunal;
  - c. The Association has the right to choose the legal counsel to defend any said suit or action;
  - d. The Association shall have the right to compromise or settle any claim made against the District under this section.
- G. Within thirty (30) days of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues of the Association (including National Education Association, Michigan Education Association, and Ravenna Education Association) upon such conditions as the District and the Association shall mutually establish.

## ARTICLE XVIII

### CALENDAR

The regular school year(s) for the term of the agreement shall be 172 days unless otherwise mandated.

The detailed calendar is outlined in Appendix A.

## ARTICLE XIX

### PROFESSIONAL COMPENSATION

- A. The salary schedule for basic teaching salaries is set forth in Appendix B of this contract. The salaries are based on the yearly calendars found in Article XVIII.

1. When school is not in session because of conditions not within the control of school authorities on a day scheduled by the calendar, teachers need not report to work. Teachers will receive their regular pay for days which are canceled, but shall work on any rescheduled days with no additional compensation.

Total annual salary is based upon 172 days of work during the entire school year regardless of whether the days actually worked are the same as originally scheduled or are different from those originally scheduled due to rescheduling by the Board. Teachers will be paid an additional per diem rate only for any days which they are required to work as part of the regular school year beyond the scheduled number of days.

Any adjustments necessary in order to satisfy State requirements regarding days of pupil instruction will be negotiated by the parties.

2. 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 the city, county or state health authorities, may be rescheduled at the discretion of the Board of Education to insure there are minimum hours of instruction, as defined in the State of Michigan School Code.

Any adjustments necessary in order to satisfy State requirements regarding days of pupil instruction will be negotiated by the parties.

3. The first 30 hours of school, which are cancelled because of conditions as described above, shall not be rescheduled.
4. In the event additional instruction days (hours) are cancelled, they shall be made up through negotiations. If there is no agreement, the days (hours) shall be added to the end of the school year.

- B. Teachers who work on an extended contractual assignment beyond the regular calendar, and/or beyond additional days rescheduled to assure meeting state requirements of student instruction, will receive pro-rata salary for the additional days.

Any adjustments necessary in order to satisfy state requirements regarding days of pupil instruction will be negotiated by the parties.

- C. Salaries for extra duty assignments are set forth in Appendix E of this contract.
- D. Longevity pay provisions are set forth in Appendix B of this contract.
- E. A teacher who volunteers to teach a class during his preparation period (instead of having a preparation period) shall receive an additional one-sixth (1/6) of his regular salary for teaching that period.
- F. A teacher who agrees to substitute during his/her preparation period shall receive \$12.50 per class period or may choose to accrue his/her sub time and receive a day of release time when six sub periods have been reached. At no time can a teacher turn in their sub time for a day of release before he/she has reached six sub periods. The teacher will be responsible for recording their time on a time card. All release time must be redeemed prior to the last two weeks of school. A time card may be submitted at the end of the school year for any sub periods that were not used for release time.

## ARTICLE XX

### NO STRIKE CLAUSE

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations.
- B. The Association, accordingly, agrees that it, or any of its members, will not during the period of this agreement, directly or indirectly engage in any strike or work stoppage activities directly affecting the Ravenna Public Schools. Strikes and work stoppages shall be deemed to include, but are not limited to: slow downs, sit-ins, concerted mass sickness, or any curtailment of work or interference with the operations of this school district. This includes picketing or demonstrating of any kind during school hours.

The Association further agrees that it will not engage in any sanction activities or other terms of boycotts within the school district or during school hours.

- C. Teachers or the Association as a group, found in violation of this agreement are subject to discipline including discharge or suspension without salary, and may be held liable by the District for any and all damages, injuries, and costs incurred.

## ARTICLE XXI

### MISCELLANEOUS PROVISIONS

- A. This Agreement shall supersede any rules, regulations, or practices of the District which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contract or inconsistent terms contained in any individual contracts heretofore in effect. All future individual contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the District.
- B. If any provision of this Agreement or its application to any teacher or group of teachers 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. All other provisions or applications shall continue in full force and effect.
- C. Members of either party to this Agreement who wish clarification of any item within this document shall meet with a representative of the District and a representative of the Association.

## ARTICLE XXII

### EXPLORATORY TEACHERS

- A. Exploratory Arts instruction will be provided to students for each grade level, K-8. All grades shall have Exploratory Arts five (5) days a week, for a minimum of forty-seven (47) minutes. Recess periods will be scheduled only at noon. Teacher-supervised breaks for students may occur, in place of recess, with prior administrative approval.

## ARTICLE XXIII

### FIRST YEAR TEACHERS' ORIENTATION

- A. Teachers newly employed by the Ravenna Public Schools will be obligated to attend up to two days of first year teachers' orientation during either the third or fourth week in August.
- B. The orientation day(s) will be part of a first year teacher's obligation and will be in addition to the days of teacher obligation specified in the school calendar. First year teachers will receive no additional pay for orientation.
- C. First year teachers' orientation agenda will be determined by the administration and may include district orientation, building meetings, community tours, and/or opportunities to work in the classroom as part of the schedule.
- D. Each orientation day may not begin before 8:00 AM nor end after 4:00 PM and will not include more than six hours total per day including any time set aside for coffee breaks, lunch, and/or other non-duty functions.

ARTICLE XXIV

DURATION OF AGREEMENT

This agreement, including all Appendixes hereto, shall be effective as of July 1, 2008, and continue in full force and effect through June 30, 2010.

The parties may mutually agree to amend or extend this agreement, subject to ratification of written agreement(s) which shall be signed by proper representatives of the respective parties. In WITNESS WHEREOF the parties have caused this Agreement to be executed by their authorized representatives as of the 28<sup>th</sup> day of August, 2008.

Ravenna Education Association

Ravenna Board of Education

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Negotiations Chairman



APPENDIX A  
SCHOOL CALENDAR 2008/09

APPENDIX B

2008-09 Salary Schedule* - 1% Payout					
<u>Step</u>	<u>BA</u>	<u>BA+30*</u>	<u>MA</u>	<u>MA+15*</u>	<u>MA+30*</u>
1	37484	37627	38330	39101	39876
2	37484	39944	40868	41495	42305
3	39840	42269	43075	43921	44800
4	42162	44622	45432	46350	47154
5	44481	46945	47824	48773	49581
6	46803	49264	50177	51198	52007
7	49022	51622	52574	53627	54434
8	51481	53943	54928	56051	56859
9	53802	56264	57318	58478	59291
10	56125	58587	59674	60869	61714
11	558478	60939	62061	63296	64141

\*2% increase on salary scale for 08/09 with a 1% actual salary increase payout.

2008-09 Salary Schedule - 2% Increase					
<u>Step</u>	<u>BA</u>	<u>BA+30*</u>	<u>MA</u>	<u>MA+15*</u>	<u>MA+30*</u>
1	37855	37999	38709	39488	40271
2	37855	40340	41089	41906	42724
3	40235	42687	43502	44356	45243
4	42580	45064	45882	46809	47621
5	44922	47410	48297	49256	50072
6	47267	49752	50674	51705	52522
7	49508	52133	53094	54158	54973
8	51990	54477	55472	56606	57422
9	54334	56821	57885	59057	59878
10	56680	59167	60265	61471	62325
11	59057	61543	62676	63922	64776

2009-10 Salary Schedule					
<u>Step</u>	<u>BA</u>	<u>BA+30*</u>	<u>MA</u>	<u>MA+15*</u>	<u>MA+30*</u>
1	38612	38759	39483	40278	41076
2	38612	41147	41911	42744	43578
3	41040	43541	44372	45243	46148
4	43432	45965	46800	47745	48573
5	45820	48358	49263	50241	51073
6	48212	50747	51687	52739	53572
7	50498	53176	54156	55241	56072
8	53030	55567	56581	57738	58570
9	55421	57957	59043	60238	61076
10	57814	60350	61470	62700	63572
11	60238	62774	63930	65200	66072

\*Graduate hours unless specifically approved by the Superintendent.

#### LONGEVITY PAYMENT

- A. To be eligible for receiving longevity payment, a teacher must have served 15 years in the Ravenna School System.
- B. Payment for longevity will be made to all teachers as follows:

<u>Year</u>	<u>Longevity</u>
16	\$ 260
17	520
18	780
19	1,040
20	1,300
21	1,560
22	1,820
23	2,080

24	2,340
25	2,600
26	2,860
27	3,120
28	3,380
29	3,640
30	3,900
31	4,160
32	4,420
33	4,680
34	4,940
35	5,200
36	5,460
37	5,720
38	5,980
39	6,240
40	6,500

- C. All teachers shall be placed on their proper longevity step determined by the total years of service in the Ravenna School System.
- D. Part-time teachers who qualify will be granted equal service credit. Payment will be made in proportion with time worked during their qualifying period.
- E. Bargaining unit members on Steps 12 through 15 will receive an additional \$150 in salary (non-accumulative) for 2008/09 and 2009/10.

## APPENDIX C

### INSURANCE BENEFITS

- A. For 2008/09 the District will provide without cost to the teacher the following coverage in a MESSA PAK for the teacher electing health insurance and his/her eligible dependents:
  - MESSA Choices II health insurance with a \$10/\$20 Rx co-pay, \$5,000 of life insurance with AD & D, effective January 1, 2009 an adult immunization rider
  - MESSA Delta 80/80/80 with a \$2000 yearly maximum on Class I, II, & III benefits & 80% on Class IV (Ortho) benefits with a \$2000 lifetime maximum
  - MESSA VSP-3 Gold Vision Insurance
  - MESSA Term Life insurance in the amount of \$40,000 with AD & D

For 2009/10 the premium for both PAK insurances is capped at 15%. The District will provide without cost to the teacher the coverage listed above in a MESSA PAK for the

teacher electing health insurance and his/her eligible dependents as long as the PAK premium increase from the previous year is 15% or under. If the PAK premium increases over 15%, the teacher will be responsible for paying 50% of the increase over the 15%.

- B. If a teacher elects not to take the health insurance, the District will provide, without cost to the teacher, the following coverage in a MESSA-PAK for the teacher and his/her eligible dependents:

MESSA Delta 80/80/80 with a \$2000 yearly maximum on Class I, II & III benefits and 80% on Class IV (Ortho) benefits with a \$2000 lifetime maximum  
MESSA Term Life Insurance in the amount of \$40,000 with AD&D  
MESSA VSP-3 GoldVision Insurance Board paid \$5,000 Life Insurance with AD&D

Teachers not electing health insurance coverage shall be provided a cash option in lieu of health insurance. To accomplish this, the District shall formally adopt a qualified plan document pursuant to Section 1.5 of the Internal Revenue Code. The cash option shall be \$325 per month. The cash option received by the teacher may be utilized to purchase tax deferred annuities or other options available under the Section 125 Plan. To purchase a tax deferred annuity, the teacher shall enter into a salary reduction agreement. This Section will become effective as soon as the District is able to adopt a qualified plan document pursuant to Section 125 of the Internal Revenue Code and a salary reduction agreement.

- C. All insurance coverage shall be for a full twelve month period. In the event a teacher dies, resigns, is fired, or goes on an extended leave of absence without pay, the teacher will receive pro-rata benefits equivalent to the time he/she was working or on paid leave. (Example: A teacher who works for one semester and is on unpaid leave for one semester would receive six months of insurance benefits.)

- D. A teacher on an unpaid leave of absence may continue his/her insurance benefits at group rate by paying the premiums to the District in advance of the due date. This provision is subject to the rules and regulations of the underwriter.
- E. The failure of an insurance company to provide any of the benefits for which it has contracted shall not result in any liability to the district so long as the District has properly forwarded enrollment information and premiums in a timely manner.
- F. Disputes between beneficiaries of teachers and an insurance company shall not be subject to the Grievance Procedure established in this contract.
- G. The district shall annually determine if PAK or ala carte charges are more cost effective, and shall have the freedom to move between the two methods of payment providing there are no reductions in benefits provided to the REA.

#### APPENDIX D

##### PROFESSIONAL AND TRAVEL

- A. All teachers who pursue their education above and beyond the required hours for their certification shall be allowed seventy-five dollars (\$75.00) for each graduate semester hour earned toward the next higher degree, provided the degree is in an area related to the teacher's assignment or the Superintendent has approved the degree program.
- B. All teachers shall be on their proper steps of the salary scale.
- C. A "part-time" teacher shall be allowed proportionate pay and fringe benefits according to the salary scale and allowances so stated in this agreement. Said teachers, when requested to work extra time, will be paid a pro-rata salary.
- D. Teachers on approved school business will be allowed transportation expense at the current IRS rate per mile. Other expenses will be reimbursed on the basis of current Board of Education policies in effect.

All mileage will be from the school to the professional duty. No mileage will be allowed for travel from home to duty.

- E. A teacher with a minimum of ten (10) years of service in Ravenna Public Schools with more than twenty-five (25) accumulated sick leave days, shall receive upon leaving the employ of the Ravenna Public Schools, thirty five (\$35) dollars for each day accumulated in excess of twenty-five (25)days. In no event will the District be obligated to pay for more than ninety (90) days.

- F. Teachers with at least twenty (20) years seniority, at their discretion, may relinquish sick leave to the District. Relinquished days shall be compensated at the rate of One Hundred Dollars (\$100.00) per day. Teachers may relinquish up to fifteen (15) days per year to a maximum of thirty (30) days during their service in Ravenna. Such days may only be in excess of 75 sick leave days.
- G. A teacher with fifteen (15) years or more service in the Ravenna Public Schools will receive, upon retirement from education, five percent (5%) of his/her step on the salary schedule. Such retirement must be in accordance with the requirements set forth by the Michigan Public Schools Employee Retirement Board.
- H. The Board of Education will reimburse a bargaining unit member for the cost of a certification document up to \$125 with the following stipulations:
1. The staff member has served in the Ravenna District for 5 years or more
  2. Reimbursement is limited to one time in any five year period and is further limited to a member previously holding a professional certificate (as defined by the State)
  3. Member must seek reimbursement within 2 months of receipt of certification
- I. The following amounts to be paid shall be deposited by the employer in the form of a non-elective employer contribution to a 403(b) plan account of each eligible employee's choice, except that no contribution shall cause an employee to exceed the limitations of Section 415(c) of the Internal Revenue Code:
1. ERI, severance and termination payments (F and H of this Appendix and Appendix H).  
Contributions that exceed the Section 415 (c) limitations shall be deposited for each affected employee in the following calendar year and in each subsequent year until all amounts due have been deposited by the employer. However, no employer contribution may be deposited in any year that is later than the fifth calendar year following the year in which the employee terminates employment with the school district.
- J. The 403(b) policy [and the 403(b) plan document, if any] of this school district shall provide that all employees are eligible to retire from the school district for the purpose of the district's 403 (b) plan and hence may withdraw 403(b) contributions at any time before or after termination of employment to the extent allowable by the Internal Revenue Code.
- L. If the Board of Education is requesting a bargaining unit member to become highly qualified in a subject area, the Board would be responsible for the cost of the test to become highly qualified. The Board of Education would not be responsible for any costs if a bargaining unit member voluntarily takes a test to become highly qualified in a subject area.
- NOTE: Benefits E., F, and G. shall be subject to withholding by the District of all required State and Federal taxes.
  -

## APPENDIX E

### EXTRA DUTY ASSIGNMENTS

- A. If by June 1 of the current contract year, a teacher has not resigned nor been relieved of his/her supplementary assignment in writing, then he/she will be deemed under contract for the following year for that position. This action is in no way to be construed as the granting of tenure, nor is it applicable if the individual's teaching contract is terminated.
- B. The Superintendent shall issue to each extra duty teacher, upon appointment, a letter indicating the nature of the extra duty assignment, starting date, length of assignment, and the salary.
- C. Compensation for extra duty assignments shall be made according to the attached schedule. Compensation for all extra-pay, extra duty assignments will be paid either in one pay period or two depending upon the teacher's choice. No payments will be released without supervisory approval.
- D. The percentage stated for extra duties shall be computed on the BA Step I salary. After the teacher's first year in a sport or activity, the "Longevity Step Bonus" schedule will be used to compute the payment. (Schedule attached.)
- E. Preference shall be given in assigning extra duty assignments to bargaining unit members who apply. If the District determines that no inside applicant is properly suited for the position, it may then post the position outside.
- F. Extra duty assignments are non-tenure appointments. Evaluation of performance on these assignments shall be done separately from the regular evaluation process.
- G. The inclusion of any extra duty assignment on the pay scale of this contract merely enumerates the compensation for the assignment if it is made by the District. Specifically, this contract does not include any obligation on the part of the District to fill such positions. Acceptance of such assignments is voluntary.
- H. Driver Education and summer school teachers shall receive \$20.00 per hour.
- I. Approved Curriculum workshop participants shall be paid \$16.25 per hour.

Approved In-Service training or approved Team Planning days shall be paid at the rate of \$70\* per day or pro-rated per hour.

Payment must be approved in advance by the Superintendent or by his designee.

The approved rate for noon supervision/noon detention shall be \$12.50.

\* This amount is the same as the current rate paid for daily subs.



J. At the discretion of the Athletic Director, a game supervisor(s) may be employed from time-to-time at the rate of \$40.00 per event. For track meet supervisors the rate shall be \$60.00. Game supervisor of 7/8th grade basketball or volleyball shall be \$25. Game supervisor of 9th grade basketball and 9th grade volleyball shall be \$15. Notification of openings for game supervisor positions will be sent to the REA at the beginning of each sport season.

Extra Duty    Payment (% of B.A. Base - Step 1)

13	Varsity Football Coach
8	First Assistant Varsity Football Coach
7	Second Assistant Varsity Football Coach
7	Junior Varsity Football Coach
5	Assistant Junior Varsity Football Coach
13	Varsity Basketball Coach
8	Junior Varsity Basketball Coach
7	Freshman Basketball Coach
6	Jr. High Basketball Coach
10	Varsity Baseball Coach
7	Junior Varsity Baseball Coach
8	Cross Country Coach
4	Junior High Cross Country
10	Varsity Track Coach
5	Asst. Varsity Track Coach**
4	Jr. High Track Coach
10	Varsity Wrestling Coach
6	Junior Varsity Wrestling Coach
4	Jr. High Wrestling Coach
10	Varsity Volleyball
6	Junior Varsity Volleyball
5	9th Grade Volleyball
4	Jr. High Volleyball
7	Combined High School and Assistant Cheerleading Coach (Fall)
10	Combined High School and Assistant Cheerleading Coach (Winter)
5	Jr. High Cheerleading Coach
3	Closeup Advisor
2	Jr/Sr High Computer Club Advisor
3	National Honor Society Advisor
3	Quiz Bowl
2	SADD Advisor
3	Science Olympiad Advisor
13	Band
4	High School Play Director (3 Acts)
3	All Other Play directors - per play
6	Annual Director

2	Elementary Student Council Advisor
6	High School Student Council Advisor
4	Jr. High Student Council Advisor
*2	School Newspaper
3	High School Choral
3	Elementary School Concert Director
2	Class Advisor
4	Class Advisor Junior Year
10	Varsity Softball Coach
7	Junior Varsity Softball Coach
5	Accreditation Chairperson - Jr./Sr. High
5	Accreditation Chairperson - Elementary
4	Odyssey of the Mind Coordinator
2	Flag Corp Coach
3	Curriculum Chair up to 6 positions
13	FFA Advisor
10	Bowling
3	BPA

\*Allowance is paid only if no class in Journalism is scheduled.

\*\*One (1) coach added when boys and girls track teams combined have 61-74 team members, two (2) coaches added when boys and girls track teams combined are 75 and up.

#### ATTACHMENT TO Appendix E

##### Extra Duty Assignment Longevity Bonus

For each year a teacher has been assigned to an extra duty assignment listed in Appendix E, that teacher shall receive an extra duty longevity bonus as listed below.

Longevity bonus is portable from one like sport to another (i.e. track/cross country, baseball/softball, boys and girls basketball).

One step of longevity will be subtracted for each year a coach is removed from the previous assignment in that sport or a related sport. If the coach's return is within 2 years, there will be no reduction. The third year begins the reduction.

Longevity Step Bonus Amounts

<i>% Rate For Duty</i>	Step 1	Step 2	Step 3	Step 4	Step 5
13	0	\$300	\$600	\$900	\$1,200
12	0	\$276	\$552	\$828	\$1,104
11	0	\$255	\$510	\$765	\$1,020
10	0	\$231	\$462	\$693	\$ 924
9	0	\$207	\$414	\$621	\$ 828
8	0	\$186	\$372	\$558	\$ 744
7	0	\$162	\$324	\$486	\$ 648
6	0	\$138	\$276	\$414	\$ 552
5	0	\$114	\$228	\$342	\$ 456
4	0	\$ 93	\$186	\$279	\$ 372
3	0	\$ 69	\$138	\$207	\$ 276
2	0	\$ 45	\$ 90	\$135	\$ 180
1	0	\$ 24	\$ 48	\$ 72	\$ 96



## APPENDIX F

### CLASS SIZE

Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be regulated wherever possible to meet the following optimum standards except in traditional large group instruction or experimental classes where teachers have voluntarily agreed to exceed the maxima:

I.	<u>ELEMENTARY</u>	<u>MAXIMUM</u>
	Developmental Kindergarten	20
	Kindergarten	28
	1st, 2nd, 3rd, 4th, 5th & 6th	28
	Transitional 1st Grade	18
II.	<u>7th &amp; 8th Grade</u>	
	Physical Education	40
	All Others	28
III.	<u>SENIOR HIGH</u>	
	<u>English</u>	
	Reading Skills	20
	College Writing	25
	Journalism	25
	All others	28
	<u>Mathematics</u>	
	Applied Math	20
	Transitional Math	28
	Algebra	25
	Geometry	25
	Functions, Statistic & Trig	28
	Proficiency Prep Math	28
	All other classes	28
	<u>Social Studies</u>	
	All classes	28
	<u>Foreign Languages</u>	
	All Classes	28
	<u>Science</u>	
	Integrated science III	28
	Biology	28
	Chemistry	25
	Physics	25
	Anatomy/Physiology	25
	Ecology, Environmental Science	25
	Health Science	28

Physical Science	28
<u>Vocational</u>	
Personal Management	28
Parenting	28
All others	25
<u>Technology</u>	
Computer	25
Business/Services Technology 1	25
Business/Services Technology Management	25
Business/Services Technology Finance	25
Market Store	25
HyperCard	25
Desktop Publishing	25
<u>Miscellaneous</u>	
Physical Education	40
Power P.E.	28
Lifetime P.E.	28
Art	25
Internship School To Work	20
IA	34
Alternative Education	16

Reimbursement will be paid to teachers having an excess of above maxima enrolled in their classes. Such reimbursement will be paid at the end of the school year when final excess numbers are determined. To qualify as an excess number, the enrollment in a class must exceed the maximum class size for forty-seven (47) days in any semester. For a class of nine weeks duration, the enrollment in a class must exceed the maximum size for 24 days in the nine week period. The payment shall be ½ the amount listed for semester classes.

		SEMESTER	YEARLY
K-5:	First child over maxima	\$80	\$160
	Second child over maxima	\$165	\$330
	Third child and over	\$245	\$490
	(For kindergarten one-half of the above reimbursement figures apply)		
6-12:	First child over maxima	\$15	\$30
	Second child over maxima	\$35	\$70
	Third child and over	\$50	\$100

It is the teacher's responsibility to apply to the Building Principal for reimbursement by June 30.

**APPENDIX G**

**RAVENNA PUBLIC SCHOOLS**

**TEACHER EVALUATION FORM**

**NAME OF TEACHER** \_\_\_\_\_ **DATE** \_\_\_\_\_

**DATES OF OBSERVATIONS:**

**ACTIVITY/SUBJECT OBSERVED:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SCALE 1. SATISFACTORY**  
**2. NEEDS IMPROVEMENT**

**3. UNSATISFACTORY**  
**N/OB NOT OBSERVED**

**I. PERSONAL CHARACTERISTICS**

A. Communicates effectively, orally and in writing      1      2      3 N/OB

B. Is enthusiastic and motivated      1      2      3 N/OB

C. Uses/appreciates humor      1      2      3 N/OB

D. Interacts with others with respect/dignity/empathy      1      2      3 N/OB

E. Is dependable and punctual      1      2      3 N/OB

**COMMENTS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**II. INTERPERSONAL RELATIONSHIPS**

A. Works cooperatively with colleagues	1	2	3 N/OB
B. Promotes positive school image within the community	1	2	3 N/OB
C. Initiates and maintains effective communications with parents	1	2	3 N/OB
D. Accepts differing viewpoints	1	2	3 N/OB

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**III. LEARNING ENVIRONMENT**

A. Physical organization of classroom is conducive to learning	1	2	3 N/OB
B. Establishes and maintains positive rapport with students	1	2	3 N/OB
C. Establishes an instructive classroom atmosphere	1	2	3 N/OB
D. Constructively manages student behavior	1	2	3 N/OB
E. Maximizes instructional time	1	2	3 N/OB
F. Monitors performance and adjusts learning activities	1	2	3 N/OB

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**IV. INSTRUCTIONAL PROCESS**

A. Demonstrates knowledge of curriculum and teaches the academic standards of the district	1	2	3	N/OB
B. Prepares and organizes materials, lessons and units	1	2	3	N/OB
C. Classroom presentation demonstrates sequence and continuity	1	2	3	N/OB
D. Recognizes and attempts to provide for individual differences	1	2	3	N/OB
E. Uses a variety of teaching techniques	1	2	3	N/OB
F. Provides instructional feedback and evaluates student progress	1	2	3	N/OB
G. Demonstrates effective communication skills	1	2	3	N/OB
H. Provides encouragement and motivation to the students	1	2	3	N/OB
I. Successfully engages students in opportunities for learning	1	2	3	N/OB

COMMENTS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**V. PROFESSIONAL QUALITIES**

A. Understands and follows school district policies and procedures	1	2	3	N/OB
B. Demonstrates a commitment toward the school improvement process at the building and district level	1	2	3	N/OB
C. Demonstrates a commitment toward professional growth	1	2	3	N/OB
D. Is prompt in maintaining accurate records	1	2	3	N/OB

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SUMMARY EVALUATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Satisfactory** \_\_\_\_\_ **Unsatisfactory** \_\_\_\_\_

**Professional Development Plan to be developed** \_\_\_\_

I met with \_\_\_\_\_ on \_\_\_\_\_ to discuss his/her formal observation and evaluation. The entire content of the Principal's evaluation was discussed. The Teacher was given the opportunity to ask questions and indicate that he/she was satisfied with the procedures used during this evaluation.

\_\_\_\_\_  
Principal's Signature Date

\_\_\_\_\_  
Teacher's Signature Date

## APPENDIX H

### EARLY RETIREMENT INCENTIVE PROGRAM (ERIP)

- A. Teachers may make application to participate in the District's Early Retirement Incentive Program (ERIP) under the following conditions:
1. The teacher must have a minimum of 15 years of service with the Ravenna Public Schools.
  2. The teacher must be eligible for retirement in compliance with the Michigan Public Employees Retirement Act and have made application under said act to retire.
  3. The teacher must submit his/her resignation from the Ravenna Public Schools no later than May 1 of the year he/she intends to draw early retirement benefits.
  4. Retirement will become effective on July 1 of said year.

- \* B. Teachers meeting the above requirements will be provided the following early retirement benefits.

Scheduled Payment Benefit: The District shall pay the teacher the sum of \$5,000 within ninety (90) days of the last working day, or on January 5 of the next calendar year, at the teacher's option, and \$2,000 on the annual anniversary of that date for the next nine (9) years, or until and including age 62 whichever comes first.

\* State and Federal taxes will be withheld by the school district. \* In the event that the retiree dies before receiving all payments set forth above the remaining amount due shall be paid to his/her beneficiary or estate.

APPENDIX I

ANNUAL LEAVE NOTIFICATION \*

**Ravenna Public Schools  
Professional Staff Leave Notification\***

Signature of Staff Member: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Principal: \_\_\_\_\_ Date: \_\_\_\_\_  
(Principal's signature does not indicate approval.)

I will be using my 1<sup>st</sup> Personal Business Day on: \_\_\_\_\_

I will be using my 2<sup>nd</sup> Personal Business Day on: \_\_\_\_\_

I will be using my 3<sup>rd</sup> Personal Business Day on: \_\_\_\_\_

I will be using my Release Time\* on: \_\_\_\_\_

\*Time cards must be attached and days cannot be used during the last two weeks of school.

Article XII Leaves of Absence H.

Teachers shall notify the superintendent at least two days in advance when leave will be taken. Leave may not be taken during the first week or the last week of school or with less than two days notice except by permission of the superintendent. Leave may also be denied if it is scheduled on a day when three or more other teachers in the building have already scheduled leave. Days set forth in the above which are not used, will be added to accumulated sick leave.

\*\*\*\*\* Central Office Use \*\*\*\*\*

Approved

Not Approved

Explanation: \_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent

\_\_\_\_\_  
Date

\*This form may be used to cover one or more days of absence.

## APPENDIX J

### SCHOOL IMPROVEMENT

The District and the Association recognize the need for staff involvement with regard to School Improvement issues. The District pledges to communicate with and work cooperatively with the Association in developing and implementing School Improvement changes on both building and district levels. In no event shall such plans conflict with any provision of this Agreement unless mutually agreed to by the District and the Association.

The District recognizes the Association as the sole representative of its members in regard to wages, hours, and other terms and conditions of employment.

Teacher representatives on building committees shall be selected mutually by the building principal and Association building representatives. Teacher representatives on District-wide committees shall be mutually selected by the Administration and the designated Association representative.

Teacher participation on building and/or District-wide committees shall be voluntary. A teacher shall not be evaluated and/or subject to discipline because of his/her involvement, or lack thereof, on School Improvement Committees.

None of the foregoing shall be interpreted as a waiver of any rights under this Agreement by the Association or any bargaining unit member or the Board or any of its agents.