

MASTER AGREEMENT

between the

REETHS-PUFFER EDUCATION ASSOCIATION

and the

REETHS-PUFFER BOARD OF EDUCATION

November 21, 2022 - June 30, 2024

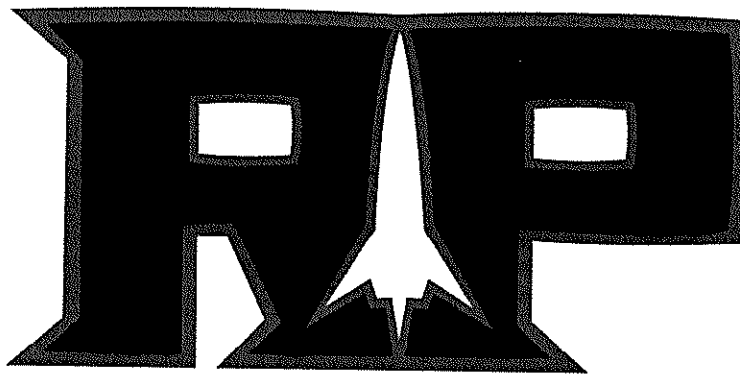


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REETHS-PUFFER PUBLIC SCHOOLS AGREEMENT

This Agreement entered into by and between the Board of Education of the Reeths-Puffer School District, Muskegon, Michigan, hereinafter called the "Board" and the Reeths-Puffer Education Association, hereinafter called the "Association."

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Reeths-Puffer District is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service; and

WHEREAS, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards; and

WHEREAS, the Board and the Association subscribe to the principles of equal employment opportunity; and

WHEREAS, the Board and the Association have a statutory obligation, pursuant to the Public Employment Relations Act, to bargain with respect to hours, wages, terms and conditions of employment; and

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

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

ARTICLE 1 RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in the Public Employment Relations Act, as amended, for all professional and/or certified personnel, including guidance counselors, library media specialists, school psychologists, school social workers and therapists, whether employed on a full-time basis, part-time basis, alternative education, excluding substitute teachers, community school employees, supervisory and executive personnel. It is further agreed that any new professional and/or certified position(s) shall automatically accrue to the bargaining unit unless the parties agree that the new position(s) properly belongs in such excluded category as above outlined. Should a dispute arise over the placement of a new position, the disputing party may seek a ruling from the Michigan Employment Relations Commission for clarification.

The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association.

The term "non-teaching professional staff member" shall refer to those members of the Association's bargaining unit whose employment is not regulated by the Teachers' Tenure Act.

The bargaining unit shall be as defined above, and reference to male teachers shall include reference to all teachers.

- B. The Board agrees not to negotiate with any teacher's organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and have the grievance adjusted without intervention of the Association, if the adjustment is not

inconsistent with or in violation of the terms of this Agreement, and further providing that the Association's rights to be present at such adjustment and/or resolution has not been abridged or denied.

ARTICLE 2
TEACHER AND ASSOCIATION RIGHTS

- A. Pursuant to the Public Employment Relations Act (PERA), the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection or to refrain from such activities. As a duly elected body exercising governmental power and under color of the law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by PERA or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. With respect to any School Improvement Plan as required by Section 1277 of the Revised School Code, it is agreed as follows:
1. All matters pertaining to wages, hours, and other terms and conditions of employment, including the negotiation of an agreement on behalf of the employees shall be the sole responsibility of the Reeths-Puffer Education Association.

Any plans, strategies, or objectives which conflict with the Master Agreement will require mutual agreement between the Reeths-Puffer Education Association and the Reeths-Puffer Board of Education.
 2. The Reeths-Puffer Education Association shall approve any and all teacher representatives to any district or building committee formed for the purpose of Site Based Decision Making, Building Level Decision Making, etc.
 3. The participation in the above-mentioned committees or councils shall be voluntary on the part of the bargaining unit members.
- C. The Association and its representatives shall have the right to use school buildings at any time in accordance with regular scheduling procedures for meetings provided that when special custodial service is required the Board may make a reasonable charge therefore. No charge shall be made for use of schoolrooms before the commencement of the school day nor until 6:00 p.m.
- D. The Association and its representatives shall have the right to use school facilities and equipment for Association business in the building in which it is located, including available technology at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. The person operating each piece of equipment shall be trained to operate that machine prior to the use.
- E. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property during school hours provided that this shall not interfere with scheduled assignments. Interfering with scheduled assignments means diverting the teacher who is directly responsible for student(s) at that time.

- F. The Association shall have the exclusive right to post notices of activities and matters of Association concern on one teacher bulletin board for each building. The Board will furnish this equipment, the location of which will not replace an existing bulletin board. The Association may use the district mail service and teacher mailboxes for communications to teachers concerning Association business. Association members who have been given access to the District's network may use the electronic mail service for communications pertaining to Association business.
- G. The Board agrees to furnish the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, including, but not limited to: annual financial reports and audits, register of certified personnel, agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers, and such other information as will assist the Association in developing intelligent, accurate, information and constructive programs on behalf of the teachers and their students.
- H. The Board may consult with the Association on any new or modified fiscal, budgetary or tax program, construction programs or major revisions of educational policy, which are proposed or under consideration and the Association may be given opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication.
- I. The teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for discrimination with respect to the professional employment of such teacher.
- J. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off the school premises.
- K. No non-teaching professional staff member shall be discharged, disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. The foregoing standard shall not apply to non-renewal or dismissal of a probationary non-teaching professional staff member.

For purposes of this Agreement the probationary period for a non-teaching professional staff member shall be the non-teaching professional staff member's first four school year period in the employ of Reeths-Puffer Schools. Those non-teaching professional staff members hired on or after September 1, 2012 shall have a probationary period of five (5) years.

Any such discipline shall be subject to the grievance procedure hereinafter set forth, including arbitration, except as otherwise specified in Article 16/Grievance Procedure. Procedures regarding all such action as outlined here shall be:

1. Prior to initiating any measure against a non-teaching professional staff member as described in paragraph K above, the Board shall inform said staff member of his rights to representation by the Association.
2. Should the non-teaching professional staff member request representation by the Association, all action by the Board regarding the matter or matters shall be deferred for a least forty-eight (48) hours to allow such Association representatives, as determined by the non-teaching professional staff member, to be present. In instances involving such issues where the continued presence of the non-teaching professional staff member could reasonably be assumed to cause and/or immediately threaten the welfare of the student(s), the administration may temporarily suspend the non-teaching professional staff member with pay pending further investigation in accordance with this section. The Association

specifically reserves the right to utilize the grievance procedure should such administrative action authorized herein not be deemed proper and necessary.

3. Prior to any meeting called by the Board to discuss such matter or matters and, in time to allow for an adequate review, the Board shall provide the Association and the non-teaching professional staff member with full particulars, including written documentation when applicable, of the matter or matters in question.
- L. A teacher with or without his representative(s) will be allowed to review his official personnel file under the supervision of the Superintendent or his designee.
- M. The Association and Superintendent shall discuss and recommend teacher representatives to the District Improvement Team. The Reeths-Puffer Education Association shall be entitled to one (1) representative on each of the component teams of the District Improvement Team. The Association President shall submit three (3) nominees to the Superintendent for each of the appointments to the Association-designated positions on the component's teams. The final selection of the other teacher representatives shall be the prerogative of the Superintendent. The Association President shall serve as an ad hoc member to each of the component teams.
- N. The President and the President-elect of the Association shall be provided with a direct dial telephone, including long distance service, in their classrooms and entry keys for their respective buildings as well as entry key access to an agreed upon meeting room for each building in the District for the purpose of conducting the business of the Association.

ARTICLE 3

BOARD OF EDUCATION RIGHTS

The Association recognizes that the Board has the responsibility and authority to manage and direct all the operations and activities of the District to the full extent authorized by law, and that such rights and responsibilities shall be exercised by the Board in conformity with provisions of this Agreement. All rights and privileges that are not restricted or abridged by this Agreement are reserved to the Board.

- A. The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and/or the United States.
- B. The Association recognizes that the Board may invoke appropriate disciplinary action in situations where non-teaching professional staff members fail to adhere to the terms and conditions of employment herein outlined or to reasonable rules, regulations and policies of the Board.
- C. The Board shall manage and control its business, its equipment and its operation and to direct the working force and affairs of the school district.
- D. The Board shall hire all teachers and determine their qualifications subject to the provision of the law.
- E. The Board shall establish levels 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.
- F. The Board shall determine the services, supplies and equipment necessary to continue its operation and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules and standards of operation; the means, methods, and processes of carrying on the work, including automation or contracting thereof, or changes therein; the institution of new and/or improved methods or changes therein.

- G. The Board shall adopt rules and regulations.
- H. The Board shall determine financial policies and accounting procedures.
- I. The Board shall determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- J. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board shall be limited only by the terms and provisions of this Agreement, state and federal laws and/or the constitutions of the State of Michigan and/or the United States of America.

ARTICLE 4
PAYROLL DEDUCTIONS

- A. Payroll Deductions.
 - 1. Payroll deductions will also be available to teachers on a mutually agreed basis for the Best Financial Credit Union, for the United Way, for the MEA insurance premiums, and for the annuity programs. Annuity carriers are limited to those companies who have a minimum of five (5) Reeths-Puffer employees participating and present carriers. Annuity carriers must have a minimum of ten (10) participating employees.
 - 2. The Board agrees to remit all annuity payments to the participating carriers within three (3) days of the close of each pay period.
- B. The Board shall not be liable for any errors or losses in the administration of this Article unless it is shown that the Board or its agents were negligent in the care and handling of the moneys involved.

ARTICLE 5
TEACHING CONDITIONS

- A. The Association agrees that teachers as professionals are expected to give competent instruction and provide adequate directions to students.

Instructional staff shall have written lesson plans available in the classroom and available to the building administrator upon request. It is further understood, that the building administrator will not collect these plans weekly or enmasse. However, a building administrator may collect weekly lesson plans on the first instructional day of each week from a teacher who has received an evaluation with a rating of "ineffective" or "minimally effective", as addressed in that teacher's IDP. The collection of weekly lesson plans will be discontinued if the teacher receives a subsequent evaluation with an "effective" or "highly effective". In addition, the teacher will have available in his/her room seating charts, rules and regulations for the operation of the classroom, and other materials necessary to class management.
- B. Under no conditions shall a teacher be required to drive a school bus.
- C. The Board shall make available in each school adequate lunchroom, restroom and lavatory facilities for staff use only.

- D. Existing telephone facilities shall be made available to teachers for their reasonable use. Personal long-distance calls may not be charged to school phones. Personal long-distance calls may be made and billed to the home phone of the teacher.
- E. Adequate off-street parking facilities shall be provided and properly maintained and identified for teacher use.
- F. Provisions for above named facilities will be made in all future buildings.
- G. The Association agrees that the management of the 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.

ARTICLE 6
HOURS

- A. Teachers shall not be required to report more than two (2) work days prior to the beginning of classes. Teachers new to the system shall not be required to report more than four (4) work days prior to the beginning of classes.
- B. Starting with the 2023-2024 school year, teachers must be on duty according to the following schedules:

	<u>Report By</u>	<u>Leave No Earlier Than</u>
High School	7:40	3:00
Middle School	7:30	2:55
Intermediate School	7:25	2:50
Elementary Schools	8:30**	3:55*

*The daily report time may be adjusted by the principal and building staff.

**Contingent on preparation time remaining at not less than 135 minutes/week.

Teachers shall not be assigned to a longer school day than designated above.

The parties recognize that student instruction time within the teacher work day is subject to adjustment in order for the District to receive full per pupil and categorical appropriations under the State School Aid Act.

- C. One (1) school day per month shall be set aside for a staff meeting. This meeting shall occur outside the regular teacher work day, will be devoted to administrative matters, and shall not exceed forty (40) minutes in duration. The parties agree that a building principal may call additional staff meetings within the normal school day in case of emergency, with emergency being strictly defined as a situation beyond the control of either the Board or the Administration and one requiring the immediate presence of affected teachers.

Part-time teachers' attendance at staff meetings and other meetings outside the regular work day shall be prorated according to the work assignment of the part-time teacher.

Other meetings outside the regular teacher work day shall be dedicated to professional development, including school accreditation and school improvement purposes, according to the following provisions:

1. All faculty members are to be in attendance at professional development meetings that are either designated on the school calendar or which are required under this Article.

Proper exceptions will be made for bargaining unit members absent due to illness, other approved leaves or conflicts due to previously scheduled District athletic competition in which the teacher has coaching responsibilities.

2. The content and extent of professional development meetings shall include school improvement, school accreditation and other purposes that satisfy the substantive requisites for professional development time for compliance with Section 1527 of the Revised School Code as well to be counted as pupil instruction time under Section 101 of the State School Aid (or their successor provisions).
 3. Faculty members within a building and the building principal may mutually agree to schedule professional development meetings before or after regular teacher work hours so long as all teachers are required to be in attendance (subject to the provision in Paragraph 2, above) and on the condition that such meetings are scheduled during the school year. The dates for professional development meetings will be established by the building principal, in consultation with building representatives, by October 1.
 4. Professional development meetings referenced in this Article shall be at least sixty (60) minutes in duration.
- D. Teachers are expected to remain for a sufficient period after the close of the school day to attend to those matters which properly require attention at that time, including consultations when scheduled with the teacher, except that on Fridays or on days preceding holidays or vacations, the teacher's day shall end at the close of the pupil's day. Scheduled staff meetings shall be excluded from the above limitations. The above beginning and ending times may be changed to fit scheduling need providing the total time between the start and finish remain the same.
- E. Teachers shall start their lunch as soon as students are brought to the lunch line. Teachers shall be entitled to a duty-free period of no less than thirty (30) consecutive minutes for lunch [Intermediate, Middle School and Senior High teachers assigned to lunch supervision in lieu of a classroom assignment shall be entitled to twenty-five (25) minutes.]
- F. The Board and the Association agree that teachers in the elementary schools recognize that recess is a necessary part of the educational program of this age group. Recess is defined by each particular building through the cooperative effort of staff and administration thus allowing for the individual differences in size and composition of student bodies. Except in cases of emergency or in situations in which it has been deemed necessary (due to issue of safety/security) to have more staff on duty, the District will provide half of the elementary teachers with morning recess duty off and the other half with afternoon recess duty off. This "off time" may be used as additional planning time. The determination of an emergency or when additional recess staff is necessary due to safety/security will be made by the administration after notice is provided to the building representative.
- G. In recognition of added responsibility for attending IEP meetings and Section 504 meetings before and after school, bargaining unit members assigned to special education: special education teachers, social worker, school psychologist, occupational therapy, speech/language therapist, or physical therapy positions shall receive a stipend of \$400 per school year. The stipend shall be prorated for part-time bargaining unit members assigned to the above positions.

ARTICLE 7
TEACHING LOADS AND ASSIGNMENTS

- A. The normal weekly teaching load:
1. Senior and Middle School (6 period day) 25 teaching periods and 5 unassigned preparation periods.
 2. Intermediate School (when operated as secondary-level program) (7 period day) up to 30 teaching periods and 10 unassigned preparation periods. In the event that the Intermediate School is restructured, the Association will be consulted regarding the impact of any resulting changes in working conditions.
 3. Elementary schools:
 - a. Elementary teachers shall be provided a minimum of 225 unassigned preparation minutes each week exclusive of lunches and recesses. This preparation time shall be scheduled during a student day and in blocks of not less than thirty (30) consecutive minutes. Elementary planning time on half days will occur on alternating half days.
 - b. Any time during which a special teacher is assigned to a classroom, the teacher may use that time for preparation. No departure from these norms, except in case of emergency, * shall be authorized without prior written agreement between the Board or its representative and the Association.

*Emergency, as used in this section, shall be strictly defined as an unforeseen or unexpected development that is beyond the control of the Board.
 - c. Substitutes shall be secured for any absent teacher in special subjects which afford preparation time to elementary classroom teachers.
 - d. Elementary teachers may use for preparation all time prior to the start of each school day, unless a mandatory meeting or IEPC is scheduled.
 4. In the event the foundation grants of the District decrease, for any reason, the Board and the Association agree that the provisions of Article 7, Section A, may be re-negotiated at the request of either party to this Agreement.
- B. Since pupils are entitled to be taught by non-teaching professional staff members who are working within their area of competence, non-teaching professional staff members shall not be assigned outside the scope of their certificates, licenses, approvals, and their qualifications.

It is the non-teaching professional staff member's responsibility to inform the administration of any changes in certifications, licenses, approvals, or other employment qualifications.

"Certified" or "certification" shall be defined as the requirement to hold all certificates, licenses, endorsements and approvals required by law and/or regulation to serve in the position assigned. It is the non-teaching professional staff member's responsibility to file such certificates, licenses, endorsements or approvals with the District. The certification status of a non-teaching professional staff member on file with the District shall be considered conclusive for all purposes under this Agreement.

The non-teaching professional staff member shall provide written notice to the District of any change to his/her certificates, licenses, endorsements or approvals after the original filing of same with the District. This shall include notice of any additional endorsements, certificates, renewals, approvals as well as expirations,

revocations and any limitations thereon.

The non-teaching professional staff member shall notify the District and the Association, in writing, in the event that he/she petitions the State Board of Education (or other regulatory authority) for the nullification or limitation of his/her license, approval, certificate, one or more endorsements thereon.

A bargaining unit member who seeks to nullify or otherwise limit a license, approval of one or more endorsements thereon, must make application to do so prior to February 1 in order to be considered for assignment based on revised certification or credentials for the next school year.

- C. The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teachers and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.
- D. The assignment of bargaining unit members to Community Education positions outside of this Agreement will be done on a volunteer basis.
- E. All non-teaching professional staff members shall be given written notice of their assignments for the forthcoming school year no later than August 1. Such notice shall include building; or the work location, schedule and/or department. If any changes are effectuated after August 1, the affected non-teaching professional staff member shall be notified as soon as possible
- F. Teacher(s) employed by the Administration to serve as Team Leaders shall be selected in consultation with the Association and compensated in accordance with the provisions of this Agreement.
- G. Recognizing the benefit of collaboration, the District will consult with all classroom teachers who will be a part of "push-in" and "inclusion" programming. Common planning for those teachers will be a goal that is pursued.
- H. For the 2021-2022 school year, no teacher shall be scheduled to teach face-to-face and virtually simultaneously.

ARTICLE 8

TRANSFERS AND VACANCIES

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its staff members.
- B. Transfers:
 - 1. The word "transfer" shall mean a change in assignment of a non-teaching professional staff member. Transfers may be either voluntary or involuntary.
 - 2. A voluntary transfer may occur when a non-teaching professional staff member applies for and is awarded a permanent vacancy under this Article.
 - 3. Involuntary transfers of non-teaching professional staff members may only be made if:
 - a. The performance of the non-teaching professional staff member has been minimally effective or ineffective.
 - b. An emergency arises, with emergency being defined as a situation beyond the control of the

Board or Administration.

4. If a non-teaching professional staff member objects to an involuntary transfer, the dispute may be resolved through the grievance procedure.
5. In the event that an involuntary transfer of a non-teaching professional staff member, as described in (3) above, becomes necessary, the non-teaching professional staff member in the affected department (by building and non-grade level assignments), with the least seniority shall be the non-teaching professional staff member transferred to an existing vacancy, provided that he/she is certified and qualified for the assignment to which he/she is being transferred.

C. Vacancies

1. "Permanent vacancy" shall mean a non-teaching professional staff member bargaining unit position newly created (including, but not limited to, positions created by increased enrollment, revised curriculum, and new programs and services) or a non-teaching professional staff member bargaining unit position the Board intends to fill because of the resignation, retirement, dismissal for cause, or death of the non-teaching professional staff member previously assigned to said bargaining unit position.
2. Whenever any permanent vacancy in a non-teaching professional staff member position exists, the Board shall post the vacancy on the District's website for a period of not less than six (6) calendar days.
3. Any non-teaching professional staff member may apply for a permanent vacancy. The following factors shall be given consideration in awarding a vacancy to a non-teaching professional staff member:
 - Certification
 - Qualifications
 - Identified special requirements of the position
 - Academic preparation
 - Seniority

All the above criteria being equal, the position shall be awarded to the most senior non-teaching professional staff member applicant. In no instance shall an applicant from outside of the District be employed to fill a vacancy for which a non-teaching professional staff member in the bargaining unit has applied unless the former's qualifications, such qualifications being as outlined herein, are substantially superior.

4. "Temporary vacancy" shall mean a non-teaching professional staff member bargaining unit position which is open due to a leave of absence or a non-teaching professional staff member bargaining unit position which becomes available after August 1st.
5. In filling a temporary vacancy in a non-teaching professional staff member assignment, the following provisions shall govern:
 - a. The temporary vacancy shall first be filled by the recall of a non-teaching professional staff member on lay off from this school district, who is certified and qualified for the temporary vacancy.
 - b. If there is no non-teaching professional staff member on lay off from this school district who is certified and qualified for the temporary vacancy, the Board may fill the temporary vacancy from

any source.

- c. Temporary vacancies will be posted as permanent vacancies, if the position still exists, by the end of the school year.
- D. If special talents or expertise needed for the implementation of a new program(s) are not available within the school district teaching staff, teachers from the bargaining unit shall be given opportunities to seek additional training to fulfill the requirements for the position(s) providing such training can be completed in time to meet the starting date of the new program(s).
- E. Subcontracting: Prior to the time the Board contracts services or utilizes non-bargaining unit personnel to perform bargaining unit work, the Board shall
 1. Offer recall to all eligible non-teaching professional staff members.
 2. Return an eligible non-teaching professional staff member from a leave of absence.
 3. Post such position for consideration by other employees in the bargaining unit.
- F. A non-teaching professional staff member who has been employed by the District less than four (4) years may not request a transfer under the provisions of this Article unless he/she has been involuntarily transferred under the provisions of paragraph B(3) of this Article.

ARTICLE 9 LAYOFF AND RECALL

- A. Personnel reduction or lay off** shall mean a reduction of non-teaching professional staff member bargaining unit position(s) because of program elimination*, program reduction, loss of student enrollment, for economic reasons or consolidation of the school district with one or more other school districts.

*Provided that such elimination is for reasons other than to discriminate against an individual non-teaching professional staff member(s).
- B. No non-teaching professional staff member shall be laid off without sixty (60) days prior notification.
- C. The non-teaching professional staff member(s) in the specific position(s) being reduced or eliminated shall be the individual(s) notified of lay off. He/She shall have the right to displace another member of the bargaining unit who is the least senior non-teaching professional staff member assigned to a position within the certification and qualifications of the non-teaching professional staff member.

Non-teaching professional staff members who opt to exercise displacement or placement rights as herein outlined must meet the certification and qualification standards specified in Article 7 paragraph B of this Agreement.

- D. By September 15 annually, the Association shall identify to the Board, in writing, up to ten (10) offices within the Association which are entitled to superseniority based upon the Association's representation that the duties of those offices involve contract administration duties which require the regular presence of the Association official on the job.

- E. Seniority shall be computed from the last date of hire and shall be defined to mean the amount of time continuously employed as a member of the bargaining unit. Time spent on leave or on lay off shall not be construed as a break in continuous service and seniority shall continue to accrue unless otherwise stated in this contract. The District shall prepare and present to the Association a current seniority list of bargaining unit members prior to October 15 of each year. Accompanying the name of each teacher on the list shall be the date of last hire and each teacher's certification. With the exception of E-1 below, no person other than a member of the bargaining unit shall possess, retain or accrue seniority within the bargaining unit. In the event more than one teacher has the same first day of work, such seniority ties shall be broken by drawing lots. The Administration and the Association shall mutually determine the procedure to be utilized.
1. Should an administrator be returned to active teaching status, he/she shall be credited for seniority purposes, with only those years during which he was a member of the bargaining unit. The salary in the position to which the returning administrator is assigned shall be the same as if the teacher had been continuously employed as an active classroom teacher.
- F. As a condition to his/her recall rights under this Article, a non-teaching professional staff member shall notify the Board, in writing, of any changes to his/her certification and qualifications that may impact on the order of recall. Changes in a non-teaching professional staff member's certification and qualifications that are made known to the Board after September 1, will be handled as follows:
1. If a non-probationary non-teaching professional staff member on layoff has revised certification and/or qualifications that would entitle that individual to displace an on-staff probationary non-teaching professional staff member, that probationary non-teaching professional staff member shall be placed on layoff at the next marking period after the Board has received the notice of the non-probationary non-teaching professional staff member's revised certification and qualifications. The laid-off non-probationary non-teaching professional staff member will then be recalled to the position vacated by the probationary non-teaching professional staff member. The layoff notice provisions of paragraph B of this Article are inapplicable to the displacement of the probationary non-teaching professional staff member.
 2. Non-probationary non-teaching professional staff members on layoff have no right to displace or bump other on-staff non-probationary non-teaching professional staff members based on revised certification and/or qualifications of the laid-off non-probationary non-teaching professional staff members. However, non-probationary non-teaching professional staff members will be entitled to be recalled to vacancies, based on their revised certification and qualifications, under the procedures specified in paragraph G of this Article.
 3. Probationary non-teaching professional staff members on layoff who have revised certification and/or qualifications may not displace or bump any other non-teaching professional staff member. However, when assignments are made for the ensuing school year, a probationary non-teaching professional staff member is entitled to displace the least senior probationary non-teaching professional staff member holding an assignment for which the laid-off probationary non-teaching professional staff member is certified and qualified.
- G. Non-teaching professional staff members on lay off shall be recalled in order of seniority provided the individual is certified and qualified as defined in Article 7, paragraph B of this Agreement for the vacancy. Vacancies shall be posted under Article 8 of this Agreement prior to initiating recall of non-teaching professional staff members.

Recall rights terminate in the event a non-teaching professional staff member is not recalled within four (4) years of the effective date of layoff. Recall rights for a probationary non-teaching professional staff member shall terminate three (3) years after the effective date of layoff.

- H. The Board shall give written notice of recall from lay off by sending a certified letter to the non-teaching professional staff member with a copy sent to the Association President. The non-teaching professional staff member shall respond to the notice of recall within seven (7) calendar days of receipt. Refusal or acceptance of a position that is less than full time shall not affect a non-teaching professional staff member's recall rights to a full-time job.

ARTICLE 10
CLASS SIZE

- A. Beginning with the 2023-2024 school year, the following language will apply:

Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size adhere to the following guidelines for a single room:

- | | | |
|----|--|------------|
| 1. | Kindergarten I | 23 pupils |
| 2. | Grades K2-3 | 28 pupils |
| 3. | Grades 4-6 | 31 pupils |
| 4. | Grades 7-12 | 143 pupils |
| 5. | Special classes for students who are eligible for special education services under the Individuals with Disabilities Education Act shall conform to the regulations of the Rules for Special Education Programs and Services issued by the Michigan Department of Education. | |
| 6. | Class size per teacher in the secondary schools shall be no more than 31 students and, in no instance, be more than the equipment and facilities permit in such departments as Industrial Arts, Fine Arts, Homemaking, etc. | |
| 7. | Remedial Reading | 20 pupils |

- B. Exceptions to class size provisions as outlined in A above shall be as follows:

1. In Grades 7-12, a general education and special education teacher teach a class together, class size shall be determined by the principal and teachers involved. Students shall not be counted on more than one teacher's roster in any given class/period. Therefore, students with an individualized education plan, who are on the roster of a special education teacher at any given time, shall NOT be counted toward the class or daily limit of the general education teacher.
2. In the event that additional students need to be placed in a K1-4 classroom, the teacher will be compensated an additional \$15/day per student for every day where the maximum number has been surpassed. The amount at the 5th Grade level is \$7.50/day per student for every day where the maximum has been surpassed. When the maximum number of students is reached, the District will consult with grade level/subject teachers as to the best placement for the additional student(s) and the District will make the final decision on the placement.
3. In the event that additional students need to be placed in a 6-12 classroom the teacher will be compensated an additional \$6 per student for every day where the maximum number has been surpassed. When the maximum number of students is reached, the District will consult with grade level/subject teachers as to the best placement for the additional student(s) and the District will

make the final decision on the placement.

*It is expected that one week after the first day of each semester, 7-12 class lists will be finalized and the agreed upon class size limits will be in place.

4. Class size guidelines shall not apply to music ensembles, physical education classes or study hall.
- C. The parties recognize that children having special physical, mental and emotional disabilities may require specialized classroom experience and that their presence in regular classrooms may place extraordinary and unfair demands upon the teacher. Teachers believing that such students are assigned to their classes may request that these students be referred for evaluation to determine if the student is eligible for special education programs or services. Upon determining that such students require specialized classroom experience, the Board will make every effort to place these students in the appropriate specialized classroom, consistent with the terms of a student's Individualized Education Plan.

In the event special education students are mainstreamed into a regular classroom via the Individualized Educational Planning Committee (IEPC), the parties specifically agree that in each instance of such placement (Mainstreaming) as described herein, the "receiving" classroom teacher, the "sending" special education teacher, and other such special education personnel as are specified by law to serve on the IEPC shall be members of said committee.

ARTICLE 11 **PROFESSIONAL COMPENSATION**

- A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Each salary schedule shall remain in effect as appropriate during the term of this Agreement. Teachers new to the District shall not be hired with placement beyond the fifth step of the salary schedule until mutually agreed to, in writing prior to the offer being made, by the Association and the Board. The Association will be provided with a list of those teachers placed beyond the first step.
- B. In case it is necessary to request a teacher to take an extra period or periods of extended [more than ten (10) school days] consecutive teaching assignment(s), and the teacher agrees to same, such teacher shall be compensated during their preparation period: 1/6 of salary as pro-rated. The extra period means a period for which a teacher is unassigned. The teacher taking the extra period shall have this noted as a rider to his/her contract.
- C. Teachers requested to teach, travel or perform work assignments during their daily preparation period and, who voluntarily agree to said teaching or work assignments, shall be paid the summer teaching assignment rate set forth in Schedule C. Upon request, the Association President will be given a copy of the list of all teachers performing these responsibilities.
- D. Teachers involved in voluntary extra duty assignments as assigned and approved by the Superintendent and set forth in Schedule C, which is attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions of this Agreement without deviation.
- E. Mileage Reimbursement. It shall be the policy of the Board of Education to reimburse all teachers at the mileage rate allowable under Internal Revenue Service regulations relative to business mileage expense.
- F. Credits earned toward lateral placement on the salary schedule must:
1. Be in a planned program and earned at an institution accredited as a teaching institution or transferable

to such institution;

or

2. Be a graduate level class related to education or related to the employee's field of instruction and must be earned at an institution accredited as a teaching institution or transferable to such institution. Approval for such classes taken at a non-accredited institution must be obtained prior to taking such credits in a planned program.
 3. Any undergraduate classes that are to be taken for lateral placement on the salary schedule must be pre-approved by the Superintendent.
- G. The Board will reimburse teachers and non-teaching professional staff for the cost of renewal of a Michigan Teaching Certificate or professional certificate required for their position upon presentation by the employee of a receipt verifying that the employee has paid the renewal fee. Reimbursement can be for only one (1) certificate/license every five (5) years. In order for reimbursement request to be valid, it must be made within one (1) year of renewal date.
- H. Merit Pay
In addition to compensation addressed in other articles/schedules of the R-PEA Master Agreement, each teacher shall receive \$1,000 annually (in their final pay of June), if they have successfully met the following standards:
- Earned a rating of "Effective" or "Highly Effective" on their most recent end-of-year evaluation,
- and
- earned and/or retained National Board Certification.

ARTICLE 12 PAID LEAVE

- A. Sick leave of ten (10) days at the beginning of every school year shall be credited to the sick leave account of each teacher. This benefit will be pro-rated for teachers hired after the beginning of the school year at the rate of one (1) day per month. Each teacher shall be entitled to unlimited days accumulation of the unused portion of each year's sick leave which shall be available in future years.
- Sick leave shall be granted in accordance with the schedule specified herein, subject to the following conditions:
1. Personal illness and/or disability.
 2. Illness and/or disability in the immediate family. "Immediate family" is defined to include spouse, child, parent, parent-in-law, brother, sister, grandparent and grandchild. The Board reserves the right to review each case.
 3. Absence by exposure to contagious diseases.
- B. Bereavement: Utilization of such leave shall be for the purpose of attending the funeral or making funeral arrangements in the case of the death of teacher's father, mother, father-in-law, mother-in-law, spouse,

children, brother, sister, brother-in-law, sister-in-law, grandparents or grandchildren. This leave shall be for a maximum of five (5) days.

- C. One additional day shall be granted for attending funerals held more than 200 miles from Muskegon.
- D. Funerals: One day leave shall be granted for attending funerals for persons other than in the immediate family.
- E. Jury Duty: When on jury duty the teacher shall submit to the school his full jury duty pay less mileage and meals (the difference between costs and wages). The school will pay the school wages of the teacher in full. Jury duty after school hours will have the jury pay for that period going to the teacher. The teacher will turn in a record of time served and accounting of jury pay due the school.
- F. Witness: Any bargaining unit member subpoenaed to appear as a witness in a court of competent jurisdiction.
- G. Illness or disability associated with pregnancy, miscarriage, abortion or childbirth shall be treated as any other illness or disability.
- H. The parties agree that there may be personal conditions or circumstances which may require teacher absenteeism for other reasons than heretofore mentioned. At the beginning of each school year, each teacher shall be eligible for three (3) days.
 - 1. Unused days shall be added to the teacher's accumulated sick days.
 - 2. Teachers desiring to use such leave shall submit their request on the application form (provided by the Board) at least four (4) working days in advance of the anticipated absence except in cases of emergency. This form must be filed with the principal or immediate supervisor.
 - 3. Restrictions: The intent of these days is not to extend a recess. "Recess" shall be defined as Labor Day, Thanksgiving Recess, Christmas Recess, Spring Recess, Memorial Day, Mid-Winter Recess. Summer is considered to be a break; however, it cannot be extended through the use of personal days. It is further understood that these days may not be used during the first or last week of a semester.

The administration may grant exceptions to the above-restrictions in case of emergency, provided the teacher provides notice of the need for leave as soon as possible and furnishes the reason underlying the emergency. Such exceptions are granted at the discretion of the administration and are not precedent setting.

- 4. Lottery for Personal Day use: Staff may exercise the option to use personal days immediately before/after Thanksgiving recess, before/after the December recess, before/after spring recess, before/after Mid-Winter recess, and before/after Good Friday, as determined by a random drawing conducted in September for all days. The staff member must have submitted a request for the personal day by the 1st Friday in September. This drawing shall be conducted by the Superintendent or his/her designee, and the Association President or his/her designee by the 3rd Friday in September. If any days remain or become available they will be awarded to the next staff member requesting them.
- 5. The number of teaching personnel in each building who may be absent on any given day for personal leave is limited as follows:

High School	6	Middle School	4
Central	3	Reeths-Puffer Elementary	4
Twin Lake	3	Duck Creek & Pennsylvania	1 (each)
McMillan	1	Intermediate	4

Excluding bargaining unit members whose absence does not require hiring a substitute.

In cases of unavoidable conflict, the teacher shall request and the building principal may grant exceptions.

6. New teachers shall be eligible on the following pro-rated system:

- a. Teachers hired at the beginning of the school year - post 3 days.
- b. Teachers hired after the ninth (9th) week of first semester - post 2 days.
- c. Teacher hired at the beginning of the second semester - post 1-1/2 days.
- d. Teacher hired after the ninth (9th) week of the second semester - post 1 day.

i. Approved visitation at other schools or attendance at educational conferences or conventions for which approval has been given in advance.

J. Association Leave Days

1. At the beginning of each school year, the Association shall be credited with fifty (50) * school days to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association.
2. The Association President or his/her designated representative shall notify the Board no less than twenty-four (24) prior to the intended use of said leave unless otherwise mutually agreed to or unless the Association President (or designee) has received less than twenty-four (24) hours notice from a teacher of a classroom observation under Article 15 of this Agreement, and there exists a need to meet with that teacher prior to the observation.
3. Association leave days may be taken in either whole or half day segments and, in either case, use of such days will be appropriately subtracted from the credited amount.

*Twenty-five (25) of these days shall be made available to the Association without cost and twenty-five (25) with the understanding that the Board be reimbursed moneys expended to cover salary costs of substitutes employed during the absence of Association officers or agents.

K. Any teacher who is absent from work due to a compensable injury under Michigan Workers Disability Compensation Act shall be entitled to exercise one of the following options:

1. Receive such disability benefits as provided by law; or
2. Receive such benefits as described immediately above and pro-rated deduction from sick leave accumulated by the individual necessary to maintain regular salary.

L. Anyone off on paid or unpaid leave for one or more school years will be offered training, including curriculum and technology-based training, so that their return to the classroom will be as successful as possible.

ARTICLE 13 **UNPAID LEAVES OF ABSENCE**

A. Unpaid leaves of absence may be granted for the following purposes. Seniority will not accrue and the teacher will not advance on the salary schedule unless specifically stated.

Any teacher whose personal illness extends beyond the period compensated under Article 12 shall be granted a leave of absence without pay for up to one (1) year. If requested in writing, a second year may be granted at the discretion of the superintendent or designee. The teacher, upon return from such leave, shall be returned to his/her former position or to a position of like nature and status. Seniority shall continue to accrue for a period of one (1) year.

Anyone off for one or more school years will be offered training, including curriculum and technology-based training, so that their return to the classroom will be as successful as possible.

- B. Teachers who have been employed for seven (7) years may be granted a sabbatical leave for one year.
1. A teacher, upon return from a sabbatical leave, shall be restored to his/her former position or to a position of like nature, seniority and status. Any period spent on sabbatical leave shall be treated as teaching service for purpose of applying seniority and the salary schedule set forth in Schedule A of this agreement. A teacher will receive no wages or fringe benefits while on sabbatical leave.

At no time shall more than 2% of the total staff be on sabbatical.

- C. Teachers who may be elected President or Vice-President of their state or national Association should, upon proper application, be given leave of absence during the term(s) of office without pay for the purpose of performing duties for the Association. Teachers given leaves of absence without pay shall receive credit [for the first three (3) years of leave only] toward annual salary increment on the schedule appropriate to their rank. The teacher, upon return from such leave, shall be returned to his/her former position or to a position of like nature and status.
- D. Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist in lieu of being inducted, for full time military duty to any branch of the Armed Forces of the United States. Teachers on military leave will be given the benefits of any increments and seniority accrual which would have been credited to them had they remained in active service to the school system. A teacher completing his military service must return to the system no later than the law allows, following his discharge, or forfeit his rights under this clause. The returning teacher will be restored to the same position from which leave was taken (if still in existence) or to a comparable position for which the teacher is certified and qualified, as specified in the Uniformed Services Employment and Reemployment Rights Act and its implementing regulations.

Teachers required to fulfill annual training duty with reserve units which conflict with the school calendar, shall be given leave without pay. Experience in military service will be given only to those whose teaching career was interrupted while in this system.

- E. A leave of absence not to exceed four (4) years shall be granted to any teacher upon application for the purpose of campaigning for, or service in, public office. Upon return from such leave, a teacher shall be placed in the first available position. No seniority or salary increment shall accrue.
- F. A teacher shall be entitled, upon written request, to a parental leave of absence, without pay, for up to two (2) years. Such leave shall commence immediately after the birth of a child, receives de-facto custody of an infant child, receives custody of a minor child or, prior to receiving custody of said infant or minor child if such is necessary, as determined by the teacher, to fulfill the requirements of adoption. A request for leave shall include the beginning and anticipated ending date of the leave. The request for leave must be submitted to the Superintendent of Schools not less than thirty (30) days prior to commencement of leave where the need for leave is foreseeable. Where the need for leave is not foreseeable, the leave request must be made as soon as reasonably possible.

After notifying the District of a desire to return to active employment, the teacher shall be assigned his/her former position or, if the former position is no longer open, to a position of like nature for which the teacher is certified and qualified (as defined in Article 7 paragraph B of this Agreement) to fill. A teacher returning from leave will be assigned based on certification only if that teacher was not required to meet qualification standards in the assignment he/she held when leave was taken. During said leave, seniority will not accrue nor shall the teacher be advanced on the salary schedule.

G. Other Leaves of Absence

1. In addition to the leaves provided elsewhere in this Article, the Board may grant written requests for leaves of absence of at least one (1) semester but not to exceed two (2) semesters without pay and fringe benefits. The written application shall include the purpose for such leave request and the anticipated duration of the leave.
2. At least thirty (30) calendar days prior to the expiration date of the leave, the teacher must give written notice of intent to return to his/her position by certified mail. Failure of any individual to provide such timely notice shall be deemed a violation of this provision. A teacher providing such timely notice shall be returned to the same or another position for which he/she is certified and qualified, with the term qualified being as defined according to Article 9 of this Agreement.

H. A teacher may request a leave of absence under the provisions of the Family and Medical Leave Act of 1993 (FMLA) of up to twelve (12) weeks in any school year. Such leave shall be granted by the Board in accordance with the provisions of the Act and may be required to run concurrently with any other paid leave available to the teacher making the request. Seniority and group health plan benefits shall continue to accrue during such leave period. These leaves are subject to and administered in accordance with the FMLA and FMLA rules and regulations.

I. The Superintendent (or designee) may, in his/her discretion, approve up to three (3) days of unpaid leave where the teacher has exhausted personal leave and must be absent due to extenuating personal circumstances or emergency conditions. If granted, these days cannot be used immediately before or after any other paid leave available to the teacher and may not be used to extend a school break or recess, as those terms are defined in Article 12 of this Agreement. Any absences under this provision shall be counted toward the building limitations for personal leave use in Article 12(H)(4) of this Agreement.

ARTICLE 14
STUDENT DISCIPLINE AND TEACHER PROTECTION

A. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, special education personnel, or other professional persons the teacher will report these circumstances to his/her immediate supervisor for consideration of referral. Whenever it appears that the presence of a particular student in the class will impede the education of the balance of the class because of disruptions caused by said student, the Board will relieve the teacher of responsibilities with respect to said pupil until needed improvements and corrections can be made, to the extent such action is consistent with the provisions of I.D.E.A., the student's I.E.P., and Section 504 of the Rehabilitation Act. The Association recognizes that, in a large measure, the teacher's effectiveness in the classroom is governed by the teacher's ability to manage students.

B. A teacher may exclude a pupil from class for up to one (1) full school day when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, either as promptly as being his teaching obligations will allow or no later than the end of the school day, full particulars of the incident

in writing. The pupil shall not be returned to class until after consultation by the principal with the teacher, in accordance with the requirements of Section 1309 of the Revised School Code.

- C. Any case of assault upon a teacher related to his employment by the district shall be promptly reported to the Board or its designated representative. The Board will provide the teacher with access to legal counsel appointed by the Board, at Board expense, to advise the teacher of his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- D. Under no circumstances shall any teacher be required or requested by the Board or any agent thereof to transport students in an automobile or other motor vehicle that is the personal property of the teacher.
- E. Time lost by a teacher in connection with any incident mentioned in paragraph C and D above shall not be charged against the teacher, providing the teacher's actions were in conformance with existing school policies.
- F. The Board will reimburse teachers for any non-negligent loss, damage or destruction of clothing or personal property of the teacher while on duty in the school or on school premises if such loss or damage is the result of student attack upon the teacher or results from student resistance to reasonable discipline or physical restraint by the teacher.

ARTICLE 15 **EVALUATION OF NON-TEACHING PROFESSIONAL STAFF MEMBERS**

- A. All formal/written monitoring or observation of the work of a non-teaching professional staff member shall be conducted in person and with the full knowledge of the non-teaching professional staff member.

No formal work-site observations will be made during the first fifteen (15) and the final twenty (20) days of pupil instruction in a school year.

- B. Evaluation of non-teaching professional staff members shall be by formal/written observation. No formal/written observation shall be for less than thirty (30) minutes. At least one (1), but not more than three (3) formal/written observations shall result in a formal/written evaluation document presented to each non-teaching professional staff member evaluated. Informal visitations are permissible to the administration at anytime.

If a non-probationary non-teaching professional staff member has been placed on an Individualized Development Plan the evaluation may be supplemented by up to three (3) informal observations in addition to the range of formal/written observations specified above.

If a non-probationary non-teaching professional staff member's most recent evaluation work performance rating was "satisfactory", the formal/written observations in the next evaluation shall be limited to two (2).

- C. No formal/written observation shall substantially interfere with the delivery of services by non-teaching professional staff members. Each observation shall be preceded by not less than forty-eight (48) hours notice, except for probationary non-teaching professional staff members or non-probationary non-teaching professional staff members on an individualized Development Plan who will receive not less than twenty-four (24) hours notice.
- D. Each non-teaching professional staff member, upon his/her employment or at the beginning of the school year, whichever is later, shall be apprised of the specific criteria on which he/she will be evaluated.

- E. The Association and the Board of Education may by mutual agreement change the evaluation process and the evaluation form for non-teaching professional staff members. When changes are made and agreed to, they will be presented to the membership within ten (10) calendar days.
- F. Assignments outside the area of certification of a non-teaching professional staff member shall not be evaluated.
- G. Written/formal evaluations shall be by personal observation in the classroom, conducted by the immediate supervisor(s) of the non-teaching professional staff member or mutually agreed upon district administrator(s).
- H. All formal/written observations of non-teaching professional staff members shall be reduced to writing and given to the individual within twelve (12) school days of the work-site observation(s). If an administrator believes a non-teaching professional staff member is doing unacceptable work, the reasons therefore shall be set forth in specific terms and shall identify specific ways in which the individual is to improve and the assistance to be given by the administration. In subsequent observation reports, failure to again note a prior specific deficiency which was repeated and observed shall be interpreted to mean that adequate improvement has taken place.
- I. Following such formal/written evaluation, which shall include a conference with the evaluator, the non-teaching professional staff member shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the signature of the non-teaching professional staff member be construed to mean that he/she necessarily agrees or disagrees with the content of the evaluation. A non-teaching professional staff member may submit a self-evaluation if desired.

If a non-teaching professional staff member disagrees with the evaluation, he/she shall submit a written response within fifteen (15) school days, which response shall be attached to the file copy of the evaluation in question. All formal/written evaluations are to be placed in the non-teaching professional staff member's personnel file.

- J. At least 15 days before the end of each school year the Board shall provide a probationary non-teaching professional staff member with a definite written statement as to whether or not his/her work has been effective. Failure to submit a written statement shall be considered as conclusive evidence that the work of the non-teaching professional staff member is effective.

For purposes of this Agreement, a non-teaching professional staff member shall be in a probationary period for the first four (4) years of employment with the Board. Those non-teaching professional staff members hired on or after September 1, 2012 shall have a probationary period of five (5) years.

For purposes of this provision, the "end" of the school year shall be June 30. If a probationary non-teaching professional staff member's service is being measured under the anniversary date method (i.e. because the individual began service after the commencement of the school year or has unpaid leave or layoff intervals that have interrupted the probationary period), the "end" of the school year is the anniversary date of employment.

The above notification requirement pertaining to probationary non-teaching professional staff members shall not apply to staff reduction.

The Board shall ensure that each probationary non-teaching professional staff member is provided with an Individualized Development Plan (IDP) developed by appropriate administrative personnel in consultation with the individual and that the non-teaching professional staff member is provided with at least an annual year end performance evaluation each year during the probationary period. The annual year end performance evaluation shall be based on, but it not limited to, at least 2 classroom formal/written observations, and shall include at least an assessment of the non-teaching professional staff member's progress in meeting the goals of his or her Individualized Development Plan.

- K. The Board shall ensure that a non-teaching professional staff member who has completed a probationary period is provided with a performance evaluation at least once every three (3) years and, if the individual has received a less than "effective" performance evaluation, the school district shall provide the non-teaching professional staff member with an Individualized Development Plan developed by appropriate administrative personnel in consultation with the individual.

Except as otherwise provided in paragraph B of this Article, one performance evaluation shall be based on, but is not limited to, at least 2 classroom observations conducted during the period covered by the evaluation and, if the non-teaching professional staff member has an Individualized Development Plan, shall include at least an assessment of the individual's progress in meeting the goals of his or her Individualized Development Plan.

- L. Each evaluation of a non-teaching professional staff member shall include at the conclusion of the report, the statement: "Considering all factors, the work performance of this teacher is ____ "highly effective"; ____ "effective"; ____ "minimally effective"; or ____ "ineffective" (check one)."

ARTICLE 16

GRIEVANCE PROCEDURE

- A. A claim by a teacher, group of teachers, or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.
- B. In the event that a teacher believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with his/her building principal accompanied by his/her Association representative within fifteen (15) working days of the occurrence or knowledge of the alleged violation, misinterpretation or misapplication.
- C. If, as a result of the informal conference with the building principal, an alleged grievance still exists, the teacher may invoke the formal grievance procedure through the Association within five (5) work days of the informal discussion with the principal, on the form set forth, signed by the grievant and a representative of the Association, which form shall be available from the Association representative in each building. A copy of the grievance form shall be delivered to the principal. If the grievance involves more than one school building, it may be filed with the Superintendent or a representative designated by him.
- D. Within five (5) working days of receipt of the grievance, the principal shall meet with the Association in an effort to resolve the grievance. The principal shall indicate his disposition of the grievance in writing within five (5) working days of such meeting and shall furnish a copy thereof to the Association.
- E. If the Association is not satisfied with the disposition of the grievance or if no disposition has been made within five (5) working days of such meeting, the grievance shall be transmitted to the Superintendent. Within seven (7) working days, the Superintendent or his designee shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing within five (5) working days of such meeting and shall furnish a copy thereof to the Association.
- F. If the Association is not satisfied with the disposition of the grievance by the Superintendent or if no disposition has been made within the time period provided in E., the Association shall submit a demand for arbitration to the American Arbitration Association within fifteen (15) working days.

The arbitrator shall be selected by the American Arbitration Association (AAA) in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration and proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement.

Both parties agree to be bound by the award of the arbitrator and agree that judgment therein may be entered in any court of competent jurisdiction.

- G. The fees and expenses of the arbitrator shall be shared equally by the parties.
- H. If any non-probationary professional staff member for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all professional compensation lost. If any non-teaching professional staff member shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him/her.

Dismissal of probationary non-teaching professional staff members shall not be subject to arbitration under this Agreement.

- I. The limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship of any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

J. Expiration of Agreement and Rights Regarding Process

- 1. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
- 2. It is understood and agreed by the parties that the evaluation procedure, as set forth, is subject to the grievance procedure. It is expressly understood that the resulting evaluation of the probationary teacher and the criteria used to evaluate the probationary teacher are not subject to the grievance or arbitration procedures.

- K. The Grievance Report Form, Appendix 4, shall be the instrument utilized by the parties when utilizing the grievance procedure as outlined in Article 16.

ARTICLE 17
RETIREMENT

For the purposes of Article 17, it is noted that Retirement is defined as separating from Reeths-Puffer Schools and concurrently retiring under the Michigan Public School Employees Retirement Act.

- A. Any teacher, hired by Reeths-Puffer Schools before November 22, 2022, upon retirement from the Reeths-Puffer School District and after ten (10) years of service with the Reeths-Puffer School District shall be entitled to the following rate of reimbursement for accumulated sick days.

First 150 days (1-150)	\$7.50 per day
Next 50 days (151-200)	\$10.00 per day
Next 50 or more days (201 plus)	\$16.00 per day

A teacher will be entitled to a 50% bonus on the total amount entitled for unused sick days, provided that written notice of the intent to retire is submitted to the Superintendent ninety (90) days or more before the date of retirement. At the request of the teacher, the District may waive the ninety (90) day notice requirement.

B. Retirement Benefit

1. Any teacher hired before September 1, 2004 with at least twenty (20) years of service at Reeths-Puffer or with at least ten (10) years of service at Reeths-Puffer and ten (10) years of MPERS service credit earned outside of Reeths-Puffer Schools, who is eligible for retirement under Michigan Public School Retirement System, may elect retirement from the Reeths-Puffer School District. The teacher shall receive the following benefits. Benefits will be available for a maximum of ten (10) years.
 - a. The Board shall fully cover the cost of health insurance not covered by the state retirement program including the cost of Medicare Part B premiums, for those teachers qualifying under this subsection of ¶ C who retired on or before August 15, 2014.

For teachers qualifying under this subsection of ¶ C who retire under this provision after August 15, 2014, the Board shall contribute the retiree's share of the health insurance premium not paid on behalf of the retiree through the Michigan Public School Employees Retirement System (MPERS), including the cost of Medicare Part B premiums. However, in no event shall the Board's contribution exceed twenty percent (20%) of the cost of the MPERS health plan.
 - b. The Board shall provide without cost, MESSA negotiated \$45,000 term life insurance through age 64 and \$10,000 term life insurance beginning age 65.
 - c. The Board shall pay the teacher such sums as follows:
 - 1) Three thousand five hundred dollars (\$3,500) thirty (30) days after their last work day for the first year of retirement.
 - 2) One thousand five hundred dollars (\$1,500) each year for nine (9) additional years thereafter on the same date.
2. Any teacher hired on or after September 1, 2004 with a combined total of ten (10) years, but less than twenty (20) years of service with the Reeths-Puffer Schools, and is eligible for retirement under Michigan Public School Retirement System, may elect retirement from Reeths-Puffer Schools. The teacher shall be eligible for the following benefits for a maximum of five (5) years.
 - a. The Board shall fully cover the retiree's share of health insurance not paid on behalf of the retiree through the Michigan Public School Employees Retirement System, including the cost of Medicare Part B premiums. However, in no event shall the Board's contribution exceed twenty percent (20%) of the cost of the MPERS health plan.
 - b. The Board shall provide without cost, MESSA negotiated \$45,000 term life insurance through age 64 and \$10,000 term life insurance beginning age 65.
 - c. The Board shall pay the teacher such sums as follows:
 - 1) Five Thousand Dollars (\$5,000) thirty (30) days after their last work day for the first year of retirement.
 - 2) Three thousand Dollars (\$3,000) each year for four (4) additional years thereafter on the same date.
3. Any teacher hired on or after September 1, 2004 with at least twenty (20) years of service at Reeths-Puffer Schools, or with at least ten (10) years of service at Reeths-Puffer Schools and ten (10) years of MPERS service credit earned outside of Reeths-Puffer Schools, who is eligible for retirement under

MPSERS, may elect retirement from Reeths-Puffer Schools. The teacher shall be eligible for the following benefits for a maximum of five (5) years.

- a. The Board shall provide without cost, MESSA negotiated \$45,000 term life insurance through age 64 and \$10,000 term life insurance beginning age 65.
 - b. The Board shall pay the teacher such sums as follows:
 - 1) Twenty-Five Thousand Dollars (\$25,000).
 - 2) This sum will be paid in two equal installments and will be paid in the first period during the first two Januarys after they retire. This money will be deposited into a 403b account.
4. Any teacher hired on or after November 22, 2022, with at least twenty (20) years of service at Reeths-Puffer Schools, or with at least ten (10) years of service at Reeths-Puffer Schools and ten (10) years of MPSERS service credit earned outside of Reeths-Puffer Schools, who is eligible for retirement under MPSERS, may elect retirement from Reeths-Puffer Schools. The teacher shall be eligible for the following accumulated sick day reimbursement:
- | | |
|--------------|--|
| 50 -150 days | \$3.00 x unused sick days x years of service (for all days) |
| 151+ days | \$5.00 x unused sick days x years of service* (for all days) |
- *Maximum reimbursement shall be \$20,000
5. Conditions affecting the payment of retirement benefits:
- a. Employees retiring under this provision shall only receive those benefits as provided under the retirement plan in effect at the time of the employee's retirement.
 - b. In the event of the death of the retired bargaining unit member before the expiration of benefit(s) such benefit(s) shall continue to be provided to the spouse only until the regularly scheduled date of benefit termination.
6. A teacher desiring to take advantage of this section must submit his/her intent in writing to the Superintendent of Schools ninety (90) days or more before the date of retirement. At the request of the teacher, the District may waive the ninety (90) day notice requirement.

ARTICLE 18
MISCELLANEOUS PROVISIONS

- A. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call before 7:00 a.m. to report unavailability for work. Notice of inability to report for work must be provided at least one (1) hour before their established start time. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.
- B. This Agreement shall supersede all previous policies adopted by the Board or past practices affecting the Association which are contrary to or inconsistent with its terms, except as mutually agreed to by the Board and

the Association through subsequent negotiations. All such previous policies adopted by the Board and all such past practices affecting the Association pursuant to this provision are no longer in effect.

- C. Copies of the Agreement shall be published on the District website. A hard copy of the R-PEA Master Agreement can be requested from the Human Resources Office (ESB).
- D. If any provision of this Agreement or any application of the Agreement to either party shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this Agreement by mutual consent of both parties and only by mutual consent. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- F. In the event the Board finds it necessary to operate on a one-half day schedule, salary, hours, and terms are to be reopened to negotiations.
- G. Any material of a negative nature more than four (4) years old will be expunged from the teacher's file. The exception(s) will be behavior of a recurring nature or where removal of the material is prohibited under Section 1230b of the Revised School Code (or its successor provision). The teacher must request in writing the removal of said material.
- H. In the event that pupil instruction is not provided due to conditions not within the control of school authorities, (such as due to severe storms, fire, epidemics, or health conditions), teachers shall be excused from reporting to duty without loss of pay. Days and hours lost due to school closings under the above conditions shall not be rescheduled, unless otherwise required to qualify for state aid.
- I. Teachers will work added days and hours as required by the Revised School Code and State School Aid Act and any changes during the duration of this contract.
- J. Each teacher who has used two (2) or fewer sick days during the previous school year shall be allowed one (1) day per school year for professional improvement. Such days may be used at the teacher's discretion for, but not limited to such activities as: seminars, workshops, in-services, educationally relevant visitations, etc. The activity attended must be in the State of Michigan. This day must be used as a full day. Personal day guidelines are in effect here. Unused days may be accumulated for one (1) year only.
- K. An emergency manager appointed under the Local Financial Stability and Choice Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Financial Stability and Choice Act, 2012 Public Act 436. This language was added due to statutory requirement.

ARTICLE 19 **MENTOR TEACHER**

- A. A Mentor Teacher shall be defined as a Master Teacher as identified in the Revised School Code and shall perform the duties of a Master Teacher as specified herein.

The Mentor Teacher position shall be a voluntary position and shall be compensated at:

1. \$300 for classroom materials or compensation of \$200 per year. The monies for materials shall be in addition to normal allowance for classroom supplies.
 2. In the event a teacher should mentor two mentees, the compensation shall be \$450 for classroom materials or compensation of \$325 per year.
 3. If one mentee, \$300 (or two mentees \$450) can be applied toward a professional development opportunity, including a college or university class. Guidelines:
 - a) The class or professional development activity must be pre-approved by the Superintendent (or designee).
 - b) Mentor will submit a conference reimbursement form with appropriate receipts to the Superintendent (or designee) upon completion of the course of professional development activity.
 - c) Mentor Teachers shall be tenured teachers with five (5) or more years of teaching experience (with "effective" or "highly effective" evaluation ratings) and shall be a member of the bargaining unit.
 - d) Mentor Teachers shall be selected from a list of volunteers for the position. The list shall be reviewed by the Association.
 - e) In order to receive the full compensation for being a mentor, the mentor teacher must complete requirements outlined in this Article.
 - f) Compensation for Mentor Teachers shall be made by the board the first pay period of June, orders for supplies should be placed by June 30th, or submit the reimbursement form (with receipts) upon the completion of course or professional development activity.
 - g) Mentor Teachers will meet with their Mentees for a total of six (6) hours during the school year. Both the Mentor and the Mentee will document their time on a form provided by the school district. The one (1) hour meeting held by October 15th shall count towards the six (6) hours.
- B. The Mentor Teacher shall be available to provide professional support, instruction, and guidance. The purpose of the Mentor assignment is to provide a peer who can offer assistance, resources, information and a voice of experience and insight in a non-threatening collegial fashion.
- C. A Mentor Teacher shall be assigned in accordance with the following:
1. Participation as a Mentor shall be voluntary.
 2. The Mentor Teacher assignment shall be for one (1) year subject to review by the Mentor Teacher, Mentee, and the Administration after three (3) months. If any of the parties; Mentor Teacher, Mentee, or Administration feel it would be in the best interest of the Mentee to make a change, a new Mentor Teacher shall be assigned at the beginning of the next semester. At the end of each year, the match will be reviewed and the appointment may be renewed by mutual agreement of the Mentor Teacher, Mentee, and Administration. If the Mentor Teacher goes on leave during their time as a mentor, the Mentor Teacher will be given the option of continuing to meet the requirements or choosing to opt out of being a Mentor. If opting out, the Mentee will be assigned a different mentor.
 3. The purpose of the Mentor/Mentee relationship is to acclimate the bargaining unit member and to provide necessary assistance toward attaining quality instruction. The Board and the Association

agree the relationship shall be confidential and shall not, in any manner, be a matter included in the evaluation of the Mentor Teacher or Mentee. Neither the Mentor Teacher nor the Mentee shall be permitted to participate in any matter related to the evaluation of the other. Further, the Mentor Teacher shall not be called as a witness in any grievance or administrative hearing involving the Mentee, or shall the Mentee be called as a witness in any grievance of administrative hearing involving the Mentor Teacher except as required by law.

4. Mentor Teachers shall be provided training.
 5. Mentor Teachers shall be assigned to one Mentee per year but not more than two during any given year.
- D. A Mentee shall be defined as a bargaining unit member in his/her first three (3) years in the classroom. Each Mentee shall be assigned a Mentor Teacher.
- E. Teacher Mentees shall be assigned in accordance with the following:
1. Each teacher in his/her first three years in the classroom shall only be assigned to one (1) Mentor Teacher at a time.
 2. Mentees shall be provided with a minimum of fifteen (15) days of professional instruction during their first three (3) years of classroom teaching.
- F. Timelines:
1. August - A list of Mentor volunteers will be reviewed by the Association no later than September 1.
 2. September - Mentees shall be assigned to Mentors no later than September 15 of each year. The list shall be sent to the Association.
 3. October - A meeting of Mentor Teachers and Mentees shall be held by October 15. The meeting shall be approximately one (1) hour in length. A make-up meeting will be scheduled.
 4. May - By May 30, the administrator will ask for and make a list of Mentor volunteers for the following year. This list must be submitted to the Superintendent.
 - Forms documenting Mentor and Mentee meeting times shall be turned in by May 15.
 - Dates may be changed if mutually agreed.

ARTICLE 20 **JOB SHARING**

- A. Job sharing shall be defined as two teachers sharing one full time position. Job sharing is not available to probationary teachers.
- B. Agreements to a job share shall be voluntary and will be considered for approval by the Superintendent only upon the recommendation of the building principal(s). In order to establish a shared job assignment, the teachers involved shall submit a written request with the building principal by April 15th. The job-sharing assignment shall become final when planning for the assignment has been completed and approved by the administration, but no later than the final teacher work day of the school year.
- C. Job sharing shall commit the teachers and Board to not more than one school year. The job share arrangement shall be assessed at mid-year for the purpose of determining the need for adjustments. By

approval of administration, the job-sharing assignment may be renewed by April 15th.

- D. If a full-time teacher is in a job share arrangement, he/she will be regarded as on a partial leave of absence from a full-time position.
- E. The shared time positions are intended to be for a full school year, but are subject to discontinuation in the event of staff reduction.
- F. Seniority shall accrue as if the job-sharing teachers were employed full time.
- G. Teachers in a job share will be given salary schedule step advancement in accordance with this Agreement. Teachers in a job share will be paid on a pro-rata share of salary (based on their step and column), which reflects the fraction of time the position is shared and as provided for in the salary schedule of this Agreement. Paid leaves and planning time shall be prorated based on the fraction of time the teacher contributes to the shared position.
- H. If teachers in a shared assignment substitute in each other's absence, they shall be paid the substitute rate.
- I. Fringe benefits shall be pro-rated based on the fraction of time the position is shared in accordance with Salary Schedule B.
- J. Each job-sharing teacher shall be expected to attend all parent-teacher conferences, open houses without extra compensation. The teacher shall be expected to attend fifty percent (50%) of all other required meetings; however, administration may require full participation at required meetings with any additional time, beyond fifty percent (50%), compensated at the Summer Teaching Assignment Rate.
- K. The job-sharing teachers shall confer regularly for the purpose of planning and parent communication.

ARTICLE 21
DURATION OF AGREEMENT AND RETROACTIVITY OF AGREEMENT

This Agreement shall be effective upon ratification by the Board and the Association, and shall continue in effect until June 30, 2024. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

REETHS-PUFFER EDUCATION ASSOCIATION

By: Julie Schultzy
Its: President

By: Sara D. Wake
Its: Secretary

By: Amelia D. Maley
Its: Chairman, Negotiating Committee

Dated this 21 day of November, 2022

**REETHS-PUFFER BOARD
OF EDUCATION**

By: Ken Brown
Its: President

By: [Signature]
Its: Secretary

By: [Signature]
Its: Superintendent

SALARY SCHEDULE A
2022-2023 SALARY SCHEDULE

2022-2023: Salary Schedule A for 2022-2023 shall increase by 3% over 2021-2022 levels. There shall be a one (1) step advancement beyond 2021-2022 step placement. Bargaining unit members who are eligible will have lateral column movement in 2022-2023 upon submission and approval of academic credits.

SALARY SCHEDULE A-IIa

This schedule is effective only for employees hired before September 8, 1998.

STEP	INDEX	BA	BA+20	MA	MA+15	MA+30
1.0	1.000	45,151	46,054	48,312	49,215	50,117
2.0	1.050	47,409	48,357	50,728	51,676	52,624
3.0	1.100	49,668	50,658	53,144	54,136	55,129
4.0	1.150	51,922	52,962	55,558	56,596	57,636
5.0	1.200	54,180	55,264	57,975	59,057	60,142
6.0	1.250	56,440	57,567	60,390	61,519	62,648
7.0	1.300	58,697	59,869	62,807	63,979	65,153
8.0	1.350	60,954	62,173	65,221	66,440	67,659
9.0	1.400	63,211	64,474	67,638	68,901	70,165
10.0	1.450	65,469	66,778	70,053	71,359	72,671
11.0	1.500	67,727	69,080	72,470	73,822	75,177
12.0	1.550	69,983	71,383	74,884	76,283	77,685
13.0	1.600	72,241	73,686	77,300	78,744	80,189

Longevity Schedule: Applies to accumulated years of service allowed by Reeths-Puffer Schools (including years transferred into this system). The percentage is based on the 13th step salary in each case.

14.0	1.020	73,686	75,160	78,845	80,318	81,793
15.0	1.030	74,409	75,897	79,619	81,106	82,594
16-17	1.040	75,131	76,634	80,392	81,893	83,396
18-19	1.050	75,854	77,372	81,165	82,680	84,197
20-21	1.060	76,576	78,106	81,938	83,468	84,999
22-23	1.070	77,299	78,844	82,710	84,256	85,800
24-25	1.080	78,020	79,581	83,484	85,044	86,604
26-27	1.090	78,742	80,318	84,257	85,832	87,406
28-29	1.100	79,467	81,055	85,031	86,617	88,206
30.0	1.110	80,189	81,791	85,801	87,406	89,010

Teachers State Retirement will not be deducted from the salary but will be paid directly by the Board of Education.

SALARY SCHEDULE A
2022-2023 SALARY SCHEDULE

SALARY SCHEDULE A-IIb

This schedule is effective for all employees hired after September 8, 1998.

STEP	INDEX	BA	BA+18	BA+30	MA	MA+15	MA+30
1.0	1.000	45,151	46,054	48,312	48,312		
2.0	1.050	47,409	48,357	50,728	50,728		
3.0	1.100	49,668	50,658	53,144	53,144		
4.0	1.150	51,922	52,962	55,558	55,558		
5.0	1.200	54,180	55,264	57,975	57,975	59,057	60,142
6.0	1.250	56,440	57,567	60,390	60,390	61,519	62,648
7.0	1.300		59,869	62,807	62,807	63,979	65,153
8.0	1.350		62,173	65,221	65,221	66,440	67,659
9.0	1.400		64,474	67,638	67,638	68,901	70,165
10.0	1.450			70,053	70,053	71,359	72,671
11.0	1.500			72,470	72,470	73,822	75,177
12.0	1.550			74,884	74,884	76,283	77,685
13.0	1.600			77,300	77,300	78,744	80,189

Longevity Schedule: Applies to accumulated years of service allowed by Reeths-Puffer Schools (including years transferred into this system). The percentage is based on the 13th step salary in each case.

14.0	1.020			78,845	78,845	80,318	81,793
15.0	1.030			79,619	79,619	81,106	82,594
16-17	1.040			80,392	80,392	81,893	83,396
18-19	1.050			81,165	81,165	82,680	84,197
20-21	1.060			81,938	81,938	83,468	84,999
22-23	1.070			82,710	82,710	84,256	85,800
24-25	1.080			83,484	83,484	85,044	86,604
26-27	1.090			84,257	84,257	85,832	87,406
28-29	1.100			85,031	85,031	86,617	88,206
30.0	1.110			85,801	85,801	87,406	89,010

Teachers State Retirement will not be deducted from the salary but will be paid directly by the Board of Education.

SALARY SCHEDULE A
2023-2024 SALARY SCHEDULE

2023-2024: Salary Schedule A for 2023-2024 shall increase by 3% over 2022-2023 levels. There shall be a one (1) step advancement beyond 2022-2023 step placement. Bargaining unit members who are eligible will have lateral column movement in 2023-2024 upon submission and approval of academic credits.

SALARY SCHEDULE A-IIa

This schedule is effective only for employees hired before September 8, 1998.

STEP	INDEX	BA	BA+20	MA	MA+15	MA+30
1.0	1.000	46,506	47,436	49,761	50,691	51,621
2.0	1.050	48,831	49,808	52,250	53,226	54,203
3.0	1.100	51,158	52,178	54,738	55,760	56,783
4.0	1.150	53,480	54,551	57,225	58,294	59,365
5.0	1.200	55,805	56,922	59,714	60,829	61,946
6.0	1.250	58,133	59,294	62,202	63,365	64,527
7.0	1.300	60,458	61,665	64,691	65,898	67,108
8.0	1.350	62,783	64,038	67,178	68,433	69,689
9.0	1.400	65,107	66,408	69,667	70,968	72,270
10.0	1.450	67,433	68,781	72,155	73,500	74,851
11.0	1.500	69,759	71,152	74,644	76,037	77,432
12.0	1.550	72,082	73,524	77,131	78,571	80,016
13.0	1.600	74,408	75,897	79,619	81,106	82,595

Longevity Schedule: Applies to accumulated years of service allowed by Reeths-Puffer Schools (including years transferred into this system). The percentage is based on the 13th step salary in each case.

14.0	1.020	75,897	77,415	81,210	82,728	84,247
15.0	1.030	76,641	78,174	82,008	83,539	85,072
16-17	1.040	77,385	78,933	82,804	84,350	85,898
18-19	1.050	78,130	79,693	83,600	85,160	86,723
20-21	1.060	78,873	80,449	84,396	85,972	87,549
22-23	1.070	79,618	81,209	85,191	86,784	88,374
24-25	1.080	80,361	81,968	85,989	87,595	89,202
26-27	1.090	81,104	82,728	86,785	88,407	90,028
28-29	1.100	81,851	83,487	87,582	89,216	90,852
30.0	1.110	82,595	84,245	88,375	90,028	91,680

Teachers State Retirement will not be deducted from the salary but will be paid directly by the Board of Education.

SALARY SCHEDULE A
2023-2024 SALARY SCHEDULE

SALARY SCHEDULE A-IIb

This schedule is effective for all employees hired after September 8, 1998.

STEP	INDEX	BA	BA+18	BA+30	MA	MA+15	MA+30
1.0	1.000	46,506	47,436	49,761	49,761		
2.0	1.050	48,831	49,808	52,250	52,250		
3.0	1.100	51,158	52,178	54,738	54,738		
4.0	1.150	53,480	54,551	57,225	57,225		
5.0	1.200	55,805	56,922	59,714	59,714	60,829	61,946
6.0	1.250	58,133	59,294	62,202	62,202	63,365	64,527
7.0	1.300		61,665	64,691	64,691	65,898	67,108
8.0	1.350		64,038	67,178	67,178	68,433	69,689
9.0	1.400		66,408	69,667	69,667	70,968	72,270
10.0	1.450			72,155	72,155	73,500	74,851
11.0	1.500			74,644	74,644	76,037	77,432
12.0	1.550			77,131	77,131	78,571	80,016
13.0	1.600			79,619	79,619	81,106	82,595

Longevity Schedule: Applies to accumulated years of service allowed by Reeths-Puffer Schools (including years transferred into this system). The percentage is based on the 13th step salary in each case.

14.0	1.020			81,210	81,210	82,728	84,247
15.0	1.030			82,008	82,008	83,539	85,072
16-17	1.040			82,804	82,804	84,350	85,898
18-19	1.050			83,600	83,600	85,160	86,723
20-21	1.060			84,396	84,396	85,972	87,549
22-23	1.070			85,191	85,191	86,784	88,374
24-25	1.080			85,989	85,989	87,595	89,202
26-27	1.090			86,785	86,785	88,407	90,028
28-29	1.100			87,582	87,582	89,216	90,852
30.0	1.110			88,375	88,375	90,028	91,680

Teachers State Retirement will not be deducted from the salary but will be paid directly by the Board of Education.

SALARY SCHEDULE B
FRINGE BENEFITS

- A. The Board shall provide to the full-time teachers MESSA PAK A or PAK B insurance coverage for a full twelve (12) month period (i.e., July 1 – June 30) for the teacher and his/her eligible dependents as defined by MESSA.

The MESSA-PAK Plan A includes the following:

1. **Health Insurance:**

MESSA Choices II with: Saver Rx; \$500/\$1000 in-network deductible; \$20/OV; \$25/UC; \$50/ER.

-OR-

MESSA Choices with: Saver Rx; \$1000/\$2000 in-network deductible, with 20% co-insurance; \$20/OV; \$25/UC; \$50/ER.

-OR-

MESSA ABC Plan 1: \$1,500/\$3,000 deductible; ABC Saver Rx; Health Equity H.S.A.

-OR-

MESSA ABC Plan 2: \$2000/\$4000 deductible, with 20% co-insurance; ABC Saver Rx; Health Equity H.S.A.

-OR-

Essentials by MESSA: \$375/\$750 deductible, with 20% co-insurance, \$25 OV; \$50/UC; \$200/ER, EbM RX

For those members electing either the ABC 1 or ABC 2 plans, the District shall deposit 67% of the annual deductible into the member's HSA on the first business day of January and the remaining 33% by the first pay in September. Eligible employees may contribute, through payroll deduction and electronic transfer, additional money towards their HEQ HSA up to the maximum amounts allowed by Federal law.

If a member chooses one of the ABC plans and leaves employment from the District, for any reason, before the end of the deductible year (December 31), the member shall reimburse the District 1/12th of the deductible amount contributed by the District for each month they left early. Reimbursement shall be made through payroll deduction. In the event payroll deduction is not enough to fully reimburse the District, the District may pursue all options necessary to receive full reimbursement from the employee and will hold the Association harmless in these matters.

The parties understand that in the event the minimum deductible necessary for a medical plan to comply with H.S.A. eligibility is increased beyond the current deductible level in MESSA ABC Plan 1, the deductible will automatically adjust to meet the federal minimum requirement.

This article will be reopened upon request by the R-PEA. This does not prevent the District from having discussions with the R-PEA about this article.

The Board's monthly contribution for medical benefit plan costs for the 2022-2023 and 2023-2024

school years shall be maximum hard cap amounts authorized by the State Treasurer under PA 152.

Teachers enrolled in health insurance shall be responsible for all medical benefit plan costs in excess of the Board's contribution, which amounts will be payroll deducted from the compensation of the teacher.

The medical benefit plan coverage year for health insurance is January 1 – December 31.

2. Negotiated Term Life Insurance to each teacher in the amount of \$50,000 with AD&D coverage that will be paid to the teacher's designated beneficiary(s).

3. Negotiated Long Term Disability 50%
\$4,500 Maximum Monthly Income Benefit
\$9,000 Maximum Eligible Salary
60 Calendar Days Modified Fill
Maternity Coverage – yes
Social Security Offset –Primary
Freeze on Offsets - yes
Pre-existing Condition Waiver - yes
Alcoholism/Drug Addition - same as any
other illness
Mental/Nervous Condition - same as any other illness
2-year own occupation

Benefits shall begin after the later of 1) exhaustion of the bargaining unit member's accumulated sick leave, 2) expiration of sixty (60) calendar days of disability accumulation in any twelve (12) consecutive months. (Only the last three (3) days of the waiting period need to be consecutive and for the same condition.)

4. Vision (plan year is (July 1 – June 30): MESSA Vision Preferred (for all teachers and their eligible dependents)

5. Delta Dental Group Auto Plus 100: 90/90/90: (\$3,000 UCR class I & II
(plan year is July 1 – June 30) Maximum) for the teacher and his/her eligible dependents as defined by MESSA.

B. Employees not electing health insurance subsidy through the District may apply the equivalent of an individual employee's single subscriber premium toward any of the MESSA sponsored options. This is a MESSA PAK PLAN B as follows:

1. Negotiated Long Term Disability 50% same as Plan A
2. Negotiated Life: \$50,000 with AD&D

3. Vision (plan year July 1 – June 30): MESSA Vision Preferred

4. Delta Dental Group Auto Plus 100: 90/90/90: (\$3,000 UCR Class I & II
(plan year is July 1 – June 30) maximum)

C. Employees may choose to receive cash in lieu of the insurance package pro-rated to assignment as indicated below:

- 1 – 34 enrolled = \$200 per month
- 35 – 37 enrolled = \$300 per month
- 38 – 40 enrolled = \$350 per month

41 – 43 enrolled = \$400 per month
 44 – 47 enrolled = \$450 per month
 48 or more enrolled = \$500 per month

D. Conditions affecting all Board subsidized insurance programs.

1. Daily substitute teachers shall not be eligible for subsidies.
2. Part-time teachers shall be eligible for monthly pro-rated Board subsidies for each insurance program outlined in this schedule as follows:

<u>Teacher employed: *</u>	<u>Board Subsidy:</u>
a. 4.5 to 5 hours a day and 22.5 to 25 hours per week	Full
b. 3.5 to less than 4.5 hours a day and less than 22.5 but at least 17.5 hours per week	Three-quarters
c. 2.5 to less than 3.5 hours a day and less than 17.5 but at least 12.5 hours per week	One-half
d. Less than 2.5 hours per day or 12.0 hours per week	None

*Includes all daily preparation time as appropriately pro-rated.

3. Casual employees (long-term substitutes):
 - a. First sixty (60) work days of employment None
 - b. After sixty (60) work days of employment Full*

*If employed less than full-time, pro-rated benefits as outlined in 2 immediately above.

4. In the event that a teacher has exhausted paid sick leave, insurance benefits shall continue uninterrupted for a period of not to exceed one (1) year beyond the time the teacher's sick bank is exhausted.
5. In the event a teacher is terminated or resigns during the school year, insurance benefits shall be continued through the month following the month that such termination or resignation occurs.
6. In the event a teacher dies during the school year and providing the policy permits continued coverage, the Board shall continue payments of applicable premiums through the following June 30. If the teacher dies after the completion of the school year and providing the policy permits continued coverage, the Board shall continue payments of applicable premiums through August 31st that year.
7. While on layoff, a teacher will have the option to remain an active participant in selected insurance programs herein outlined by contributing thereto the full amount of such coverage provided the insurance carrier allows continued enrollment. Monies for coverage may also be paid in equal monthly installments, but such installments shall be forwarded to the Board in sufficient time to allow the Board to meet payment procedures as determined by the insurance carrier. Failure to forward the installments in a timely manner may result in cancellation of the selected insurance plan(s).

8. The Board shall make payment of insurance premiums for all teachers who completed their contractual obligation to assure insurance coverage for the July 1 through June 30, periods that fall with the duration of this Agreement. Open enrollment periods shall be jointly established by the Board, the Association and the Insurance Company representative, including opportunities for summer pre-enrollment and fall open enrollment.
- E. In the event of the teacher's death while still in the employ of the District, accrued monies shall be paid to the teacher's spouse or designated beneficiary. If the teacher does not have a written beneficiary designation on file with the District, the funds will be paid in accordance with the priorities set forth in the Payment of Wages Act.

**SCHEDULE C- EXTRA CURRICULAR
For 2022-2023 School Year**

Base salary is the BA base at Step 1.

		Step 1	Step 2	Step 3	Step 4
Varsity	Baseball	11.0	11.5	12.5	13.5
JV	Baseball	9.0	9.5	10.0	10.5
Varsity	Basketball	15.0	15.5	16.5	17.5
JV	Basketball	10.0	10.5	11.0	11.5
9 th	Basketball	8.5	9.0	9.5	10.0
8 th	Basketball	6.5	7.0	7.5	8.0
7 th	Basketball	6.5	7.0	7.5	8.0
Fall Varsity-Sideline	Cheerleading	6.5	7.0	7.5	8.0
Fall JV – Sideline	Cheerleading	5.5	6.0	6.5	7.0
Winter Varsity-Sideline	Cheerleading	6.5	7.0	7.5	8.0
JV Competitive	Cheerleading	8.5	9.0	9.5	10.0
7 th /8 th	Cheerleading	7.5	8.0	8.5	9.0
Varsity Competitive	Cheerleading	12.0	12.5	13.5	14.5
Boys Varsity	Cross Country	9.0	9.5	10.5	11.5
Girls Varsity	Cross Country	9.0	9.5	10.5	11.5
Head Middle School	Cross Country	5.0	5.5	6.0	6.5
Asst. Middle School	Cross Country	5.0	5.5	6.0	6.5
Head Varsity	Football	15.0	15.5	16.5	17.5
Asst. Varsity (3) *	Football	10.0	10.5	11.0	11.5
Head JV	Football	10.0	10.5	11.0	11.5
Asst. JV (2) *	Football	8.5	9.0	9.5	10.0
Head 9 th	Football	8.5	9.0	9.5	10.0
Asst. 9 th (2) *	Football	7.0	7.5	8.0	8.5
Head 8 th	Football	7.0	7.5	8.0	8.5
Asst. 8 th (1)	Football	6.5	7.0	7.5	8.0
Head 7 th	Football	7.0	7.5	8.0	8.5
Asst. 7 th (1)	Football	6.5	7.0	7.5	8.0
Varsity	Golf	8.0	8.5	9.5	10.5

		Step 1	Step 2	Step 3	Step 4
Head Coach	Hockey	14.0	14.5	15.5	16.0
Asst. Coach	Hockey	9.0	9.5	10.0	10.5

Varsity	Soccer	11.0	11.5	12.5	13.5
JV	Soccer	9.0	9.5	10.0	10.5
Varsity	Lacrosse	11.0	11.5	12.5	13.5
Varsity	Softball	11.0	11.5	12.5	13.5
JV	Softball	9.0	9.5	10.0	10.5
8 th	Softball	5.5	6.0	6.5	7.0
Head Varsity	Tennis	10.0	10.5	11.5	12.5
Asst. Varsity	Tennis	7.5	8.0	8.5	9.0
Head Varsity	Track	11.0	11.5	12.5	13.5
Asst. Varsity	Track	8.5	9.0	9.5	10.0
Head Middle School	Track	7.0	7.5	8.0	8.5
Asst. Middle School	Track	6.5	7.0	7.5	8.0
Varsity	Volleyball	12.0	12.5	13.5	14.5
JV	Volleyball	8.5	9.0	9.5	10.0
9 th	Volleyball	6.5	7.0	7.5	8.0
8 th	Volleyball	6.5	7.0	7.5	8.0
7 th	Volleyball	6.5	7.0	7.5	8.0
Head Varsity	Wrestling	14.5	15.0	16.0	17.0
Asst. Varsity	Wrestling	9.5	10.0	10.5	11.0
Head Middle School	Wrestling	7.0	7.5	8.0	8.5
Asst. Middle School	Wrestling	6.5	7.0	7.5	8.0

*The identification of position(s) in Schedule C does not require the Board to fill those positions.

Base salary is the BA base at Step 1

Band Director	14.5	Sr. High Science Olympiad	14.5
Assistant Band Director	7.8	Middle School Science Olympiad	7.0
Middle School Band Director	6.2		
Sr. High Chorus	6.2	Sr. High Yearbook	7.8
Middle School Chorus/Theatre	5.0	Middle School Yearbook	5.5
Intermediate School			
Music Theatre	3.0		
Intermediate School Band	\$250/per performance		
High School Musical Director	9.0		
Elementary Musicals	\$250/per performance		
Children's Theatre (if not a class)	6.0		
Children's Theatre (if a class)	3.0		
High School Student Council	5.5	Gymnastics	9.4
H.S. Student Council Asst.	3.1		
Middle School Student Council	5.5		
Sr. Class Advisor	4.7	High School Play (Fall)	3.3
Sr. Class Assistant	3.1	Debate - Forensics	7.8
Jr. Class Advisor	3.9	High School Talent Show	3.3
Jr. Class Assistant	2.3		
Sophomore Class Advisor	2.3		
Sophomore Assistant	1.6	High School Paper	4.7
Fr. Class Advisor	2.0		
Fr. Class Assistant	1.95	Team Leader	4.5
National Honor Society	6.0		

**SCHEDULE C- EXTRA CURRICULAR
For 2023-2024 School Year**

Base salary is the BA base at Step 1.

		Step 1	Step 2	Step 3	Step 4
		<i>2023-24</i>			
Head Varsity	Football	15.0	15.5	16.5	17.5
Asst. Varsity (3) *	Football	10.0	10.5	11.0	11.5
Head JV	Football	10.0	10.5	11.0	11.5
Asst. JV (2) *	Football	8.5	9.0	9.5	10.0
Head 9th	Football	8.5	9.0	9.5	10.0
Asst. 9th (2) *	Football	7.0	7.5	8.0	8.5
Head 8th	Football	7.0	7.5	8.0	8.5
Asst. 8th (1)	Football	6.5	7.0	7.5	8.0
Head 7th	Football	7.0	7.5	8.0	8.5
Asst. 7th (1)	Football	6.5	7.0	7.5	8.0
Varsity (2)	Basketball	15.0	15.5	16.5	17.5
Asst. Varsity (2) *	Basketball	5.5	6.0	6.5	7.0
JV (2)	Basketball	10.0	10.5	11.0	11.5
9th (2)	Basketball	8.5	9.0	9.5	10.0
8th (2)	Basketball	6.5	7.0	7.5	8.0
7th (2)	Basketball	6.5	7.0	7.5	8.0
Head Coach	Hockey	14.0	14.5	15.5	16.0
Asst. Coach	Hockey	9.0	9.5	10.0	10.5
Varsity	Volleyball	12.0	12.5	13.5	14.5
Asst. Varsity*	Volleyball	5.5	6.0	6.5	7.0
JV	Volleyball	8.5	9.0	9.5	10.0
9th	Volleyball	7.5	8.0	8.5	9.0
8th	Volleyball	6.5	7.0	7.5	8.0
7th	Volleyball	6.5	7.0	7.5	8.0

Head Varsity	Wrestling	14.5	15.0	16.0	17.0
Asst. Varsity	Wrestling	9.5	10.0	10.5	11.0
Head Middle School	Wrestling	7.0	7.5	8.0	8.5
Asst. Middle School	Wrestling	6.5	7.0	7.5	8.0
Varsity	Baseball	11.0	11.5	12.5	13.5
Asst. Varsity*	Baseball	5.5	6.0	6.5	7.0
JV	Baseball	9.0	9.5	10.0	10.5
Varsity	Softball	11.0	11.5	12.5	13.5
Asst. Varsity*	Softball	5.5	6.0	6.5	7.0
JV	Softball	9.0	9.5	10.0	10.5
8th	Softball	5.5	6.0	6.5	7.0
Varsity Competitive	Cheerleading	12.0	12.5	13.5	14.5
JV Competitive	Cheerleading	8.5	9.0	9.5	10.0
7th/8th	Cheerleading	7.5	8.0	8.5	9.0
Varsity	Lacrosse	11.0	11.5	12.5	13.5
Asst. Varsity (2)*	Lacrosse	5.5	6.0	6.5	7.0
Varsity (2)	Soccer	11.0	11.5	12.5	13.5
Asst. Varsity (2) *	Soccer	5.5	6.0	6.5	7.0
JV (2)	Soccer	9.0	9.5	10.0	10.5
Head Varsity (2)	Track	11.0	11.5	12.5	13.5
Asst. Varsity (2)	Track	8.5	9.0	9.5	10.0
Head Middle School (2)	Track	7.0	7.5	8.0	8.5
Asst. Middle School (2)	Track	6.5	7.0	7.5	8.0
Boys Varsity	Cross Country	9.0	9.5	10.5	11.5
Girls Varsity	Cross	9.0	9.5	10.5	11.5

	Country				
Head Middle School	Cross Country	5.0	5.5	6.0	6.5
Asst. Middle School	Cross Country	5.0	5.5	6.0	6.5
Varsity (2)	Golf	8.0	8.5	9.5	10.5
Asst. Varsity (2)*	Golf	5.5	6.0	6.5	7.0
Fall Varsity- Sideline	Cheerleading	6.5	7.0	7.5	8.0
Fall JV- Sideline	Cheerleading	5.5	6.0	6.5	7.0
Winter Varsity- Sideline	Cheerleading	6.5	7.0	7.5	8.0
Head Varsity (2)	Tennis	10.0	10.5	11.5	12.5
Asst. Varsity (2)	Tennis	7.5	8.0	8.5	9.0

*The identification of position(s) in Schedule C does not require the Board to fill those positions.

Base salary is the BA base at Step 1

	23-24
The Arts	
Band Director	17.5
Assistant Band Director	10.8
Middle School Band Director	7.7
Intermediate School Band	\$250/performance
Sr. High Chorus	9.2
Middle School Chorus/Theatre	6.5
High School Theatre (1, 2, 3)	3.0
Intermediate School Music Theatre	3.0
High School Musical Director	9.0
High School Musical Music Coach	3.0
Elementary Musicals	
Children's Theatre (if not a class)	6.0
Children's Theatre (if a class)	2.0
High School Play (Fall)	3.3
High School Talent Show	3.3
Student Engagement	
High School Student Council	7.0
H.S. Student Council Asst.	3.1
Middle School Student Council	5.5
National Honor Society	6.0
National Art Honor Society	3.0
Sr. High Science Olympiad	8.0
Middle School Science Olympiad	4.0
Sr. High Yearbook (*if not a class)	7.8
Sr. High Yearbook (if a class)	2.0
Middle School Yearbook	5.5
High School Paper	4.7
Gymnastics	9.4
Debate - Forensics	7.8

Advising	
Senior Class Advisor	4.7
Senior Class Assistant	3.1
Junior Class Advisor	3.9
Junior Class Assistant	2.3
Sophomore Class Advisor	2.3
Sophomore Class Assistant	1.6
Freshman Class Advisor	2.0
Freshman Class Assistant	1.95
Team Leader (6)	4.5

School Improvement Chairs (or Co-Chairs) appointed by the administration, will receive \$500 per school year for the performance of those duties. In the event there are Co-chairs, the \$500 stipend will be split equally between co-chairs. Committee Chair (or Co-Chairs, not to exceed two per Committee), appointed by the administration, will receive \$1,000 for the performance of those duties. In the event there are Co-Chairs, the stipend will be split equally. In the event there are no Committee Chairs (or Co-Chairs), the School Improvement Chair (or Co-Chairs) will instead receive a stipend of \$1,500.

The Board will fill vacancies in Schedule C positions from within its own teaching staff whenever possible. When the Board employs an extra-curricular employee outside of the regular staff, the Board shall pay a rate not to exceed the rate adopted in Schedule C. The following factors shall be given consideration for filling Schedule C positions:

- Prior experience in the sport or activity
- Requirements of the posted position
- Prior experience in coaching
- Past Schedule C evaluations

Coaches shall be evaluated not less than once every two years. Coaches shall be provided the evaluation criteria prior to the beginning of the respective seasons. The evaluation shall be completed, reduced to writing, and a conference held with the evaluator and the coach within thirty (30) days after the conclusion of a sport or activity, including any post-season competition.

All summer teaching assignments (June through August) paid out of general operating funds (excludes Community Schools, summer work under contract, federally funded programs) shall be paid \$29.00 per hour.

The salary of extra-curricular appointments not listed shall be negotiated prior to the assignment of said job.

APPENDIX II
GRIEVANCE REPORT FORM

Name(s) of Grievant(s) _____ Date Filed _____

Building _____

STEP 1: (Oral Presentation by Grievant or Building Rep.)

- A. Date cause or grievance occurred:
- B. Date of oral presentation of grievance:
- C. Oral presentation presented to:
- D. Briefly state the problem.

Signature of Grievant/Bldg. Rep.: _____ Date _____

STEP 2: (Union) (Formal Written Level)

- A. Statement of grievance (include alleged contract violation and the desired solution)
(can attach sheets, if necessary):

Union Signature: _____ Date _____

STEP 3: (Building Level Administration)

- A. Signature and date received by Principal:

_____ Date _____

- B. Disposition by Principal (with copy to Grievance and Association)

Administrator Signature: _____ Date: _____

STEP 4: (Union) (Appeal to Superintendent)

A. Position of Grievant and/or Association:

Union Signature: _____ Date: _____

STEP 5: (Superintendent Level)

A. Signature and date received by Superintendent or Designee:

_____ Date _____

B. Disposition of Superintendent or Designee:

Administrator Signature: _____ Date: _____

STEP 6: (Union) (Demand for Arbitration)

C. Position of Grievant and/or Association:

Union Signature: _____ Date: _____