

# MASTER TEACHER CONTRACT

July 1, 2006  
through  
June 30, 2008

BETWEEN

THE REED CITY EDUCATION ASSOCIATION

AND

THE BOARD OF EDUCATION  
REED CITY AREA PUBLIC SCHOOLS  
REED CITY, MICHIGAN



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## PROFESSIONAL NEGOTIATIONS POLICY

THIS AGREEMENT, entered into this 18<sup>th</sup> day of September, 2006, by and between the Board of Education of the Reed City Area Public Schools, Reed City, Michigan, hereinafter called the "Board" and the Reed City Education Association/Michigan Education Association, hereinafter called the "Association."

ARTICLE 1  
TEACHER RIGHTS

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

ARTICLE 2  
MANAGEMENT RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by laws and the Constitution of the State of Michigan and/or the United States, including, but without limiting the generality of the foregoing, the right:
1. To hire all employees; to verify their certification and qualifications; to determine the conditions of continued employment; to promote; to transfer; to demote and to dismiss, subject to the restrictions of the Teacher Tenure Act.
  2. To the executive management and administrative control of the school system and its property and facilities and the activities of its employees.
  3. To establish grades and courses of instruction, including special programs and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
  4. To decide, after consultation and review with teachers involved, the means and methods of instruction, the selection of textbooks and other teaching materials and the use of teaching aids of every kind and nature.
  5. To determine class schedules; hours of instruction; duties, responsibilities and assignments (including administrative and non-teaching activities); and the terms and conditions of employment not otherwise expressly provided for by this agreement
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and the laws of the State of Michigan and the Constitution and laws of the United States. Nothing contained therein shall be construed to deny or restrict the Board of exercising any rights it may have under the Michigan General School Laws.

ARTICLE 3  
AGENCY SHOP

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

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

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

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

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

ARTICLE 4  
TEACHING SCHEDULE

A. Length of School Year.

1. The length of the school year is specified by the calendar attached to this agreement as Schedule E, including specified conference days, record days and holidays. The district will, at all times, maintain the minimum number of hours and days of pupil instruction required by the State to maintain the maximum amount of State aid.
2. If this number is beyond the number contemplated by the parties at the time of preparing the school calendars mentioned above, the parties shall meet to discuss a schedule that complies with the State-required minimum instructional hours.
3. Scheduled days of student instruction that are not held because of conditions not within the control of school authorities, such as inclement weather, fires, epidemics, mechanical breakdowns or health conditions (as defined by city, county or state health authorities) will be rescheduled to insure that there are 180 days of student instruction. Employees will receive their regular pay for days that are cancelled but shall work on the rescheduled days with no compensation.
4. The parties agree that this contract provision has been negotiated with the intention of complying with provisions of the State Aid Act and to assure that the district will incur no loss of state aid. Further, the parties recognize the school district's obligation to comply with requirements set forth by the State Board of Education regarding the number of "student instruction" days as defined by that agency. In addition to any requirement of the State Aid Act to receive full state aid, the parties agree to reschedule lost days of student instruction (attributable to conditions not within the control of school authorities, such as inclement weather, fires, epidemics, mechanical breakdowns or health conditions (as defined by the city, county or state health authorities) to assure the minimum number of instructional days that may be mandated by the Department of Education and/or statute. Employees will receive their regular pay for days that are canceled but shall work on the rescheduled days with no compensation.
5. It is understood and agreed that in the event the rescheduling of the days at the end of the school year interferes with a teacher's scheduled return to school to upgrade his/her skills or other job-related activity as approved by administration, the teacher may:
  - a. Use his/her personal leave;
  - b. Use his/her sick leave; or
  - c. Use unpaid leave time.
6. If, at any time during the life of this agreement, it becomes lawful to count as days of pupil instruction days when pupil instruction is not provided due to conditions not within the control of school authorities, such as due to severe weather, fire epidemics or health conditions, it is agreed that the following school closing provision shall become immediately effective:

When conditions not within the control of school authorities, such as severe weather, fire, epidemics or health conditions, or an employer directive results in the closing of a school or other



facility of the employer, bargaining unit members shall be excused from reporting to duty without loss of pay. Days shall not be rescheduled.

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

B. Work Day.

1. At the High School and Middle School, the normal teacher workday shall be seven and one-quarter (7-1/4) hours, inclusive of a thirty (30) minute duty-free lunch period. At Norman Elementary, the normal teacher work day shall be seven hours and 25 minutes, inclusive of a **thirty-five (35)** minute duty-free lunch period.

C. Staff Meetings.

1. In addition, in a particular building when a staff meeting is held, the teachers will be expected to be in attendance until its conclusion, with the meeting lasting no longer than one (1) hour. The primary purpose of staff meetings shall not be for in-service training. There shall be no more than two (2) administratively-called meetings per month requiring teachers' attendance beyond the established workday. However, the superintendent reserves the right to call one (1) district-wide staff meeting per semester, of one hour each in duration, at no additional compensation.
2. The parties understand that meetings in addition to those listed above may be necessary and will be called by the administration. Teachers attending such meetings shall be compensated pursuant to Article 6 Professional Compensation, Section F.1.a. **State monitoring for special education will be conducted during school hours. An y extra time outside of the normal work day will be compensated at established rates as stated in Article 6 Professional Compensation.**
3. Any teacher attending said meetings who is already receiving an extra stipend or salary for the duties connected with the meeting shall not also receive the release time. It is also understood that whenever possible, all IEP's will be conducted during the workday. However, after one IEP has been scheduled outside of the workday (exclusive of staff meetings), teachers will be compensated as described in Article 6 – Professional Compensation.
4. An attempt to provide 24 hours' notice of special staff meetings will be made and attendance will be expected. Staff members unable to attend will not be penalized for nonattendance but will be required to notify their administrators and be responsible to get the information presented at the meeting.
5. Coaches will be excused from staff meetings when there are conflicts with practice and game schedules. Coaches are responsible to communicate with their building principal regarding the information discussed at the staff meeting.

ARTICLE 5  
TEACHING ASSIGNMENTS AND CLASS SIZE

- A. If a teacher's teaching assignment is to be changed, the administration will consult with the teacher at least fourteen (14) calendar days prior to the effective date of the change in assignment. If the teacher is unavailable for such consultation, the district shall send a letter of notification by certified mail to the teacher's residence as recorded in the central business office. A change of assignment will be effective seven (7) calendar days from the mailing date. The reason for the change shall be stated and shall not be arbitrary or capricious.
- B. All personnel covered under this agreement shall be given a duty-free lunch period with no assigned duties other than taking those disciplinary actions upon students who are a normal part of a teacher's responsibilities.

Duty Free Lunch:     **35** minutes for elementary teachers  
  30 minutes for secondary (middle/high) teachers

At the elementary level, each building may provide up to twenty (20) minutes recess time to be mutually scheduled by the principal and the teachers.

Each building may, upon agreement of two-thirds of the teachers in the building and the building principal, modify the daily schedule to best meet the needs of that individual building, subject to approval by the superintendent. Such modifications may not adversely affect the transportation schedules, or in any manner lessen the amount of required student instructional time.

- C. Inasmuch as the pupil-teacher ratio is an important aspect of an effective educational program, it is mutually agreed by the administration, Board and Association that the following guidelines on class size will be observed. The effective class size shall not, after the second Friday of the school year, exceed the effective maximum provided herein.

Elementary Maximum:	Junior First	20
	Kindergarten - Grade 3	25
	<b>Grades 4 and 5</b>	<b>27</b>

Middle School and High School Maximums:		
	General	28
	Labs (Art, Computers, Life Skills, Science, Shop)	26
	Physical Education*	50
	Vocal Music **	50
	Co-Op***	70

\* Same gender supervision will be provided for each locker room.  
\*\* When numbers exceed the limit, the administration will work with the instructor to provide an assistant or accompanist.  
\*\*\* Average per block of release time.

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

Grades K-5	\$4.00 per student per day
Grades 6-8 (5-period day):	\$0.80 per student per period
Grades 9-12	\$1.00 per student per block

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

E. Special Education. In the development of this agreed-upon standard, the parties recognize that some students who have physical, mental and/or emotional impairments (handicaps as defined by law) require special education programs and services. They also recognize that without proper planning, the integration (mainstreaming) of these students into the least restrictive environment as required by law may interfere with and/or place extraordinary demands on the regular (non-special education) classroom teacher as well as other students in such classrooms. Accordingly, it is agreed that while all provisions of the Special Education Code of the State must be complied with, if the district seeks a deviation, notification shall be given to the Association. In addition, the following provisions will be made:

1. No special education students shall be placed in a regular education classroom without written notification of placement to the affected regular education teacher(s). The special education teacher will contact the regular education teacher with appropriate information.
2. The regular education teacher(s), special education consultant(s) and special education teacher(s) will be given the opportunity during the work day (school hours) for planning and decision-making in regard to the individual needs of the student(s) and training needs of the affected regular classroom teacher(s).
3. Special needs students currently comprise approximately ten percent (10%) of the student population. When enrollment of special education students exceeds ten percent (10%) of the enrollment in a regular education class, with a minimum of three (3), the regular education teacher will be compensated at the rate established for enrollment exceeding class size guidelines (as described in Article 5 Teaching Assignments and Class Size, Section C). Compensation for special education students will count as one (1) for resource room students and one-half (1/2) for other students receiving special education services. **This language applies only to general education classrooms and not special education classrooms.**
4. **We understand that scheduling special education students can be difficult. However, an effort will be made to balance the number of special education students placed into regular education classrooms.**
5. **Elementary regular education teachers and the following-year teacher, if known, will be included in end-of-year IEPs.**

F. Administering Medication. Teachers shall not administer medication without appropriate training. In the event that medicine(s) are to be given to any student, such medicine(s) shall be administered by the principal's designee when the following conditions are met:

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

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

- G. Medically Fragile Students. Teachers shall be advised of any medical conditions of students, known to the district, which in the district's judgment may necessitate emergency action or intervention by a supervising teacher. The involved teacher shall be advised of the appropriate protocols and procedures and be provided appropriate training in such emergency procedures.

ARTICLE 6  
PROFESSIONAL COMPENSATION

- A. The salaries of teachers covered by this agreement are set forth in Schedule A, which is attached to and incorporated in the agreement.
- B. New teachers hired into Reed City Area Public Schools may be given credit for previous teaching experience in other private, parochial and/or public schools.
- C. Any member of the Association required by the district to perform duties beyond the agreed-upon calendar shall be compensated on a pro-rated basis of his/her salary rate for the school year for which the extra duties are performed.
- D. Procedures for reimbursing employees for expenses incurred shall be developed by the administration. The procedures and forms developed shall be provided to the Association, and made generally available to the teachers.
- E. Salary will be paid biweekly under the following options:
  - 1. Twenty-one (21) biweekly payments; or
  - 2. Twenty-six (26) biweekly payments.
- F. Coverage for absent teachers during preparation time:
  - 1. If the administration arranges with the teacher to substitute for an absent teacher during his/her preparation period, the teacher will be compensated at a rate of 0.3 times the current daily substitute teacher rate.

0-20	minutes	0.5 x 0.3 (substitute teacher rate)
21-45	minutes	1.0 x 0.3 (substitute teacher rate)
46-65	minutes	1.3 x 0.3 (substitute teacher rate)
66+	minutes	2.0 x 0.3 (substitute teacher rate)
  - 2. Compensation for such substituting will be included in the paycheck for the pay period worked.
  - 3. Each building principal shall develop a plan for rotating substitute requests among all staff. Except where staff volunteer, the principal shall make every effort to avoid requiring a teacher to substitute for a full block (two consecutive periods) if on a block schedule in that building. The building principal may, where no volunteers are available, require teachers to substitute during their preparation period to assure the rotation of substituting requests, and to avoid requiring a teacher to sacrifice a full block of preparation time.
  - 4. **When teachers are required by the building administrator to meet more than two times in one week during their preparation times, the above compensation scale will be followed.**

TUITION REIMBURSEMENT

- A. **For the length of this contract, the district will provide a \$15,000 pool for tuition and the cost of background checks/fingerprinting reimbursement each year. Currently-employed teachers required to complete a background check and provide a set of fingerprints will be reimbursed from this pool. Teachers working toward their continuing certificate (first eighteen hours) shall be eligible for reimbursement through this pool.** For all tuition paid for course work throughout the year, the pool shall be divided equally by the number of credit hours successfully

completed with a grade of "C" or better. Each eligible teacher shall receive reimbursement based on the number of credit hours he/she completed.

**For example:**

**50 staff complete background check:       $\$70 \times 50 = \$3,500$        $\$15,000 - 3,500 = \$11,500$   
 $\$11,500 \div 40$  credit hours =  **$\$287.50$  per credit hour reimbursement****

**OR**

**100 staff complete background check:       $\$70 \times 100 = \$7,000$        $\$15,000 - 7,000 = \$8,000$   
 $\$8,000 \div 40$  credit hours =  **$\$200.00$  per credit hour reimbursement****

The reimbursement shall be limited to no more than actual tuition, and shall commence with classes taken during the summer of 2006. Teachers must submit satisfactory evidence of completion by September 30 of each year to be eligible.

**Teachers taking courses to become highly qualified within a required area shall be reimbursed from these funds.**

Teachers receiving tuition reimbursement must return to the district to work the following year.

#### SALARY/TERMINATION OF EMPLOYMENT/SEVERANCE PAY

- A. Personnel leaving the system and/or retiring will be paid all salary due at the date of termination of employment.
- B. Upon retirement, severance pay will be paid pay at fifty percent (50%) of the current substitute daily pay per day of accumulated sick leave.
- C. Severance pay will be paid to any teacher leaving the system according to the following formulas:
  - 1. Teachers with 5-9 years of service in Reed City:  
Daily sub pay x 15% x accumulated sick days
  - 2. Teachers with 10-14 years of service in Reed City:  
Daily sub pay x 20% x accumulated sick days
  - 3. Teachers with 15-19 years of service in Reed City:  
Daily sub pay x 30% x accumulated sick days
  - 4. Teachers with 20-29 years of service in Reed City:  
Daily sub pay x 40% x accumulated sick days
- D. **Members may choose to have accumulated sick time paid either by having it placed in an annuity or by check, if maximum annual contribution to annuity has been reached.**

ARTICLE 7  
LEAVES OF ABSENCE

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

**A. Paid Leave**

**At the beginning of every school year, each employee will be credited with ten (10) days classified as paid leave days. Less than full-time employees shall have leave days prorated to the nearest half day.**

- 1. These days may be used for personal illness, illness of a family member, medical appointments, funeral days, and personal business.**
- 2. To qualify for a paid leave day, the employee must give notification to the proper administrative official by 6:30 a.m. the day requested. Advance notification will be given when possible.**
- 3. Days on which an employee is in attendance at professional conventions, visitations to other schools, educational conferences and meetings, speaking engagements, etc., will not be regarded as absences if prior administrative approval has been granted. Therefore, no deduction of a day or days from the paid leave days will occur.**
- 4. Paid leave days may be taken in hourly, half-day, or full-day units.**
- 5. No advanced paid leave day shall be taken on the days immediately preceding or following a holiday or scheduled school vacation except in the case of an emergency with the permission of the superintendent or his/her designee.**
- 6. Unused paid leave days will be converted to sick days accumulating to a maximum of 200 days. Paid Leave days must be used prior to use of accumulated sick days.**
- 7. The superintendent of schools may grant absence from duty chargeable to sick leave for other extenuating circumstances.**
- 8. The Board of Education reserves the right to require a doctor's written statement as evidence of illness or injury.**
- 9. Sick Leave Bank. At the beginning of each school year an open enrollment period, commencing on the first student day and being thirty (30) calendar days in length, shall be made available for members to enroll in the sick leave bank. New members hired after the open enrollment period shall have thirty (30) calendar days to enroll in the sick leave bank. Each member enrolling in the sick leave bank will contribute two (2) days of his/her sick leave to the sick leave bank.**

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

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

Members who have not repaid the days borrowed from the sick leave bank and are requesting to terminate their membership in the bank shall be obligated to repay those days at the appropriate minimum rate until all days borrowed are repaid.

Members, including those filling temporary vacancies, who elect to become members of the sick leave bank, borrow days from the bank and terminate their employment with Reed City Area Public Schools before all days borrowed from the bank are repaid, shall have their per diem pay withheld from their remaining payroll entitlement for all days not repaid. The sick leave bank shall be credited with the repaid days.

When the sick leave bank is depleted to fifty (50) days, members will contribute one (1) day of their sick leave. Necessary additions will be made at the beginning of each school year, and are to be made after all repayments have occurred. The sick leave bank shall have a maximum of two hundred (200) days.

The sick leave bank will be controlled by a committee composed of three (3) Association members elected by the Association membership.

The sick leave bank will be administered by the committee in accordance with the following procedures and guidelines:

- a. Any employee enrolled in the RCEA sick leave bank may apply for a loan from the sick leave bank for disability caused by personal illness or accident **or childbirth and care. Childbirth and care will be granted only if the bank has a total of 125 days or more.**
- b. An employee must first exhaust all his/her sick days before utilizing days from the sick leave bank.
- c. All requests for use of sick leave bank days must be in writing. The committee shall maintain a copy of the request, as well as a record of the committee's action on the request.
- d. The employee must give the committee adequate notice of the request to allow the committee time to meet prior to the needed days of leave.
- e. A maximum of ten (10) days per request may be granted by the committee.
- f. If a second request for days from the sick leave bank is made by the employee, it must be accompanied by a doctor's statement explaining the need for the leave time.



- g. An employee may borrow up to a maximum of twenty (20) days in one contract year (July 1 - June 30).
  - h. An employee who has been granted and used sick days from the sick leave bank during a contract year is not eligible for further allotments from the sick leave bank in succeeding contract years until all sick days have been repaid.
  - i. Members borrowing sick leave days from the bank will be required to repay those days. Employees will be required to repay those days with a minimum of five (5) days per year until all days borrowed from the bank are repaid. Payback will be made at the onset of the contract (12-month employees) or school year (non-twelve month employees) subsequent to the year that the days were borrowed.
  - j. **Members who have more than forty (40) sick days may donate up to ten (10) sick days to another member due to extenuating circumstances upon approval by the superintendent or the superintendent's designee and the executive board of the Association.**
10. Any teacher whose personal illness or disability extends beyond the period compensated under this Article shall be granted a leave of absence through the end of the current school year. The teacher may continue his/her medical or other insurances, at his/her own expense, provided this is permitted by the carrier.
11. Sick leave days may be donated to the sick leave bank by members for reasons other than what is stated in the contract with prior approval from the superintendent of schools or designee.
12. **Extra days over the cap of 200 will be returned to the members by means of a random draw.**

B. Other Leave

- 1. Bereavement Leave.
  - a. When death occurs in a teacher's immediate family\*, the teacher, upon request, will be excused for up to five (5) working days beginning with the day after the death provided he/she attends the funeral. The five (5) days provided for the above may be days other than those immediately following the date of death if unusual circumstances exist.
    - \* Immediate Family" shall be interpreted as spouse, parent, step-parent, parent of current spouse, son, son-in-law, daughter, daughter-in-law, step-children, grandchildren, step-grandchildren, brother, sister, brother-in-law, sister-in-law or grandparent or spouse's grandparent.
  - b. **In the event of the death of the employee's spouse, child, step-child, or parent, an additional five (5) days' bereavement may be taken.**

2. Personal Leave (without pay, but retaining earned sick leave).
  - a. Personal leave without pay will not be granted for extension of vacations. The superintendent shall retain the right to grant or deny requests for personal leave without pay for other reasons. The teacher has the right to appeal the superintendent's decision to the Board of Education.
  - b. Overseas Dependent Schools. Leave of absence may be granted up to two (2) years to any tenure teacher who joins the Overseas Dependent Schools as a full-time teacher. Any period so served shall be treated as time taught for purposes of the salary schedule set forth in Schedule A of this agreement. The teacher shall be entitled to return from the above-mentioned leave providing that a position is available for which he/she is qualified.
  - c. Sabbatical. Teachers who have been employed for seven (7) years may, at the discretion of the Board of Education, be granted a sabbatical leave, without pay or fringe benefits, for one (1) year. A sabbatical leave is defined as being for the purpose of pursuing a formal educational program. A teacher, upon return from a sabbatical leave, shall be restored to his/her former teacher position or a position of like nature. Any year period spent on an approved sabbatical leave will entitle the teacher to accrue seniority and retain placement on the salary schedule.
  - d. Military Leave
    - i. Military leaves of absence shall be granted to any teacher who shall be inducted for military duty in any branch of the Armed Forces of the United States. Teachers on military leave shall be given the benefits of any increments and sick leave allowances that would have been credited to them had they remained in active service to the school.
    - ii. A teacher who is a member of the United States Armed Forces Reserve units or of the National Guard and is called into active service shall be granted a leave of absence for that purpose. The teacher will suffer no loss of pay or benefits for time spent on such leave provided the teacher turns into the superintendent all compensation received while on active duty. Expenses paid to the teacher by military are not to be considered compensation that is to be reimbursed to the district.
  - e. Child Care Leave. A leave of absence shall be granted to any male or female bargaining unit member for the purpose of child care. Whenever possible, teachers shall notify the superintendent no later than sixty (60) days prior to the anticipated date of the desired leave. In cases of adoption, the sixty (60) day requirement can be waived.
    - i. A bargaining unit member may commence child care leave subsequent to the birth of the child. Disability leave shall not be counted as child care leave time.

- ii. Insurance benefits will be continued for the remainder of the month in which the leave commenced, and the following month, unless the employee is otherwise eligible for Family Medical Leave coverage. When district-paid benefits have ceased, the teacher may, at his/her option, pay the health insurance premiums, at the group rate, subject to the provisions of the carrier.
- iii. The leave shall be for a predetermined, approved time period. The leave shall not be longer than two (2) semesters, not counting the semester in which the leave began. Generally, the leave will be scheduled to end with the end of a semester.
- iv. A teacher who returns at the end of the scheduled child care leave will be returned to his/her former position, if it is still available, or to an equivalent position. Teachers who elect not to return at the end of their child care leave may opt to have their names added to the recall list to be recalled to any future available positions for which they are certified and qualified in accordance with their seniority and the recall provisions of this agreement.

### 3. Association Days

- a. Teachers who are officers of the Michigan Education Association shall, upon proper application be given leave of absence without pay or fringe benefits, for the purpose of performing duties for the Association, providing a suitable replacement can be found. Upon return, the teacher will be reinstated to their former position.
- b. Teachers who are officers or delegates of the Reed City Education Association shall, upon proper application, be granted collectively a maximum of fifteen (15) days during the school year for Reed City Education Association business. Such leave is with pay and benefits. The Association agrees to reimburse the school district for the substitute teacher's pay for each Association Day used by its officers or delegates. The local Association shall provide prior approval of the teacher's requested Association leave time.
- c. A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary. The number of staff to be released shall not exceed four (4) at any one time.

- 4. Jury Duty Leave. A teacher who is summoned for jury duty and is not relieved from such duty shall be granted a jury duty leave of absence for that purpose, provided evidence of such duty is presented to the superintendent at the earliest possible date. Employees shall work their scheduled hours when not serving as jurors and an employee not selected to serve on a particular jury shall report for work immediately after selection of said jury. Provided the teacher turns into the superintendent all compensation received for jury duty, the teacher shall suffer no loss of pay for time spent on jury duty leave. Expense money paid to the

teacher by the court is not considered compensation. The teacher is entitled to keep all expense money (i.e. mileage, meals, etc.) paid by the court.

C. Family and Medical Leave Act

Pursuant to the provisions of the Family and Medical Leave Act, eligible employees shall be granted unpaid leave for the purpose and to the extent required by law, subject to all of the terms and conditions of the law and its implementing regulations. Any paid or unpaid leave that is otherwise available under the provisions of this agreement for the same purposes for which leave is required to be provided under the Family and Medical Leave Act shall be used at the discretion of the employee. Contractual leave shall be credited toward fulfilling Family and Medical Leave Act leave entitlement. A synopsis of Family and Medical Leave Act rights and requirements is attached to this agreement as Addendum D.

ARTICLE 8  
EVALUATION OF PERSONNEL

A. Evaluation of teachers by administrative/board appointed evaluator:

1. All duties, responsibilities (as described in a job description) and criteria for evaluation of any Reed City Education Association bargaining unit member will be determined by the Board of Education of Reed City Area Public Schools. Updated job descriptions and criteria for evaluation will be developed by a committee comprised of Board and Association representatives.
2. The evaluator shall provide orientation regarding the agreed-upon evaluation instrument, procedures and criteria for each Association member. When a new instrument is devised, all members shall receive the orientation. Subsequent orientations shall be provided for all new bargaining unit members and will be available for any other bargaining unit members who request such orientation.
3. Probationary teachers shall be evaluated a minimum of two (2) times per year at least sixty (60) days apart. Tenure teachers shall be evaluated a minimum of one (1) time every three years.
4. Formal evaluations **shall** consist of **one (1)** scheduled observation **followed by at least one unscheduled observation** of more than thirty (30) minutes in length and may include **additional** informal observations **of unspecified length**. Written notification for the scheduled observations **shall occur at least** one (1) week prior to the observation. The two observations **(one scheduled and one unscheduled) shall be** conducted within a three- (3-) week period.

**The evaluator will give the teacher a “Teacher Self Evaluation” form on the day of the scheduled observation. The self evaluation shall be filled out by the teacher and turned into the evaluator within one week of receiving it. The teacher shall provide narrative explaining sections that have an asterisk (\*) and may provide narrative on other areas. The “Teacher Self Evaluation” shall be read by the evaluator and its content considered as a part of the evaluation process.**

5. The evaluator shall provide the **finished formal** evaluation to the person evaluated within two (2) weeks of the **unscheduled** observation **and a meeting to discuss the evaluation**.
6. Any complaint against a bargaining unit member by any person, including any parent or student, must be brought to the attention of the member as soon as is practicably possible. No complaint shall be utilized in any way in the evaluation process unless the member has been previously notified of the event.
7. Evaluators shall use teacher evaluation instruments as specified in Schedule B.
8. Teachers shall have the right to respond formally, in writing, to any part of their evaluation. Any response to an evaluation should be attached to the evaluation and be done within five (5) working days.

9. Probationary notice or notice of the denial of tenure to a probationary teacher shall be given by April 30 of each year. Copies of the probationary/denial of tenure notice shall be given to the probationary teacher and the president of the Association.
10. Observations for the purpose of evaluation shall not be conducted before September 10 or after April 30 to the end of the school year, unless contained in a (1) Professional Growth Plan; (2) Individual Development Plan; or Plan of Assistance.

B. Evaluation of administrators by teachers:

1. Teachers in each building shall have the right to evaluate principals or administrators responsible for their building.
2. Evaluations shall be compiled by the Association's building representative and one other designee of the Association.
3. Summarized results of evaluations shall be presented to the principal or administrator and the superintendent of schools. Evaluations shall be presented to the principal no later than **March 1** of each school year.
4. The evaluation tool shall be developed by the administration. Any mark below a satisfactory must be accompanied with a written explanation.

C. Evaluation instruments:

1. All evaluation instruments shall be developed by a committee representing the Association and the Board/administration and be mutually agreed-upon by the Association and the Board/administration. The only exception being in this Section A.1 above regarding observation tools.
2. Evaluation forms may be revised at any time through mutual agreement between the Association and Board/administration.
3. A copy of the evaluation instrument shall be attached to this contract as Schedule B.
4. Standardized tests and other measurement tools designed to monitor student growth in school programs (for No Child Left Behind and other similar state-level mandates) shall only be used in relation to individual teacher evaluations when considering at time frame of 3-5 years.

D. Professional Growth Plans:

1. **Professional Growth Plans will be developed for an individual under any of the following circumstances:**
  - a. **All probationary teachers; and**
  - b. **All tenured teachers during a year of evaluation.**

2. Establishment of Professional Growth Plans:
  - a. All Professional Growth Plans will follow a similar format and will include goals, objectives, teacher plan, administrative support and timelines. The administrator shall be responsible for the Professional Growth Plan, which shall be developed in consultation with the teacher. **Professional Growth Plans will be completed before October 1 of an evaluation year. Professional Growth Plans are not intended to be punitive or find fault with teachers. This is a tool that promotes growth.**
  - b. Copies of Professional Growth Plans and all subsequent related documents shall be on file in the personnel file with the building administrator and the teacher.
3. **Establishment of Annual Professional Goals and Goal Assessment for Tenured Staff:**
  - a. **Annual Professional Goals are required from each tenured teacher during each year that they are not scheduled to be evaluated.**
  - b. **Annual Professional Goals are due within the first ten (10) days of the school to the building administrator for approval.**
  - c. **A Self-Assessment Summary regarding the progress made on a teacher's Annual Professional Goals is required to be turned in at the end of the school year to the building administrator.**

E. Individual Development Plans/Plans of Assistance:

1. Individual Development Plans and Plans of Assistance are designed to improve instruction, accentuate positive strengths and remediate problem areas.
2. In the event that a teacher experiences unsatisfactory performance per indication of the evaluation document in any area to the extent that student learning is adversely affected, that teacher will be placed on an Individual Development Plan/Plan of Assistance to improve the quality of his/her performance.
  - a. Teachers shall have the right to Association representation at all meetings regarding Individual Development Plans/Plans of Assistance at their request.
  - b. Individual Development Plans/Plans of Assistance shall be signed by the building administrator, the teacher and may be witnessed by an Association representative. Refusal of the teacher or Association representative to sign, however, shall not invalidate the Individual Development Plan/Plan of Assistance. Signatures do not denote agreement but rather recognition that the document exists and was created consistent with contractual guidelines.

ARTICLE 9  
PROFESSIONAL DEVELOPMENT

- A. In-service planning days shall be planned by the administration in consultation with teachers. All teachers are required to attend. At the building level, the principal shall consult with the Building Advisory Team. At the district level, the superintendent shall consult with the Superintendent's Advisory Team and/or the District Curriculum Council.
  
- B. All teachers are required to complete at least five (5) days or 33.75 hours of professional development each school year. The district calendar will schedule sufficient in service opportunities to complete this requirement during the regular school year or provide release time and/or reasonable registration fees to attend approved conferences to meet the requirement if there are not enough hours scheduled in the calendar to meet this requirement. Each teacher will be required to maintain and certify a log of the professional improvement hours completed for the year, which must be turned in to the building administrator on or before June 15 of each school year. The district will provide the form for logging these hours.

Teachers are expected and required to attend the district's scheduled professional development in services. If, however, a teacher is unable to attend, it is the responsibility of the teacher to communicate the reasons why to the appropriate building administrator.



ARTICLE 10  
TRANSFERS

- A. The frequent, non-requested transfer of teachers from one school building to another shall be minimized and avoided whenever reasonably practicable. When an involuntary transfer between buildings becomes necessary, the building principals shall meet with potentially effected teachers to discuss possible options. If there is no mutually agreeable solution, then the least senior, properly certified teacher in the building shall be transferred. A transfer shall be considered a change of assignment under Article 5, Section A.
- B. When the district has determined that there is a permanent vacancy in a teaching position, the position shall first be offered to any teacher on layoff who is properly certified and qualified for the position in accordance with Article 12, Section B. If the vacancy is not or cannot be filled in this manner, the superintendent shall post a notice of the vacancy on the faculty bulletin boards and notify the president of the Association in writing prior to filling such vacancy. Any bargaining unit member possessing proper certification may submit an application for the vacancy within five (5) calendar days of the posting. The Board agrees to give due weight to the professional background, attainments, length of service in the district, class/grade level experience, area of specialization and any other factors deemed relevant. The district, however, retains the discretion to determine how the vacancy shall be filled, taking into consideration the best interests of the students and staff at both the sending and receiving schools.
- C. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights that he/she may have had under this agreement prior to such transfer to supervisory or executive status. The teacher in this new position shall have up to two (2) years to determine their suitability for the position. Once this probationary status expires, the teacher shall lose such rights he/she may have had under the agreement.
- D. Within a building, the principals have the right to assign teachers, based on certification and qualifications.
- E. If a transfer within a building is required, all qualified teachers within that subject area will be contacted to determine interest in that transfer. If no staff person indicates an interest in the proposed transfer, the building administrator will appoint the appropriate staff to the position. The appointed staff member may appeal to union leadership for a review of the professional reasons for the transfer.

ARTICLE 11  
LAY-OFF AND RECALL

- A. In the event of a reduction, affected teachers will be notified by May, if possible, but no less than thirty (30) calendar days prior to the effective date of lay-off.
1. In the event of a reduction in personnel, the most senior teachers will be retained so long as they are qualified for available positions.
  2. Qualified is defined as:
    - a. Grades K-6 Certifications to teach available positions.
    - b. Grades 7-8 Certifications to teach available positions.
    - c. Grades 9-12 Certifications with major, minor or masters degree in the subject matter of the assignment to be taught.
    - d. All teachers' qualifications must be in compliance with the accreditation standards of the North Central Association of Colleges and Schools.
- B. Seniority shall be computed from the last date of hire and shall be defined to mean the amount of time continuously employed by the Reed City Area Public Schools. Time spent on leave or layoff shall not be construed as a break in continuous service and seniority shall continue to accrue. The district shall present to the Association a current seniority list of bargaining unit members prior to October 15 each year. Accompanying the name of each teacher on the list shall be the date of last hire and each teacher's certification.
1. For the purpose and intent of the current contract, the word "teacher" as used in this Article, shall be interpreted to include all teacher-certified employees excluding administrators who have never been members of the Reed City Education Association. Teachers who are transferred to supervisory or administrative positions shall be subject to the language in Article 11, Section C. Their seniority shall be frozen at the time their new position begins.
- C. Teachers shall be recalled in inverse order of lay-off for position openings for which they are certified and qualified (as determined in accordance with Section B above). The Board shall give written notice of recall from lay-off by sending a certified letter to the teacher at his/her last known address, with a copy to the Association president.
- It is the responsibility of the teacher to notify the Board of any changes in address. If a teacher fails to report for work within fifteen (15) calendar days from the date on which the recall notice was sent, unless an extension is granted in writing, said teacher will be considered a voluntary quit and shall thereby terminate any employment relationship with the district.
- D. Refusal or acceptance of a position that is less than full-time shall not affect a teacher's recall right to a full-time position, provided he/she had a full-time position prior to the layoff.
- E. A laid-off teacher will only be allowed to refuse one recall, provided that they are under contract to another district.

- F. During a period of lay-off, teachers shall not be entitled to any pay or fringe benefits at district expense.
- G. In accordance with the Teacher Tenure Act, a teacher shall remain on the recall list for a period of three (3) years.

ARTICLE 12  
GRIEVANCE PROCEDURE

- A. A grievance is a dispute or a difference of opinion; however, only a grievance that involves the interpretation and application of a provision(s) of this agreement is subject to arbitration. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance; but such grievance shall be submitted to the following grievance and arbitration proceedings. The Association shall provide a grievance committee (sometimes referred to as the "Professional Rights and Responsibilities Committee") that shall screen those complaints of teachers for which the Association provides counsel, endorsement and/or representation. An individual teacher may present a grievance to the Board or its designated representative as long as any adjustment is not inconsistent with the terms of the agreement.
- B. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
1. The termination of services or failure to re-employ any probationary teacher.
  2. The termination or failure to re-employ any teacher to a position on the extra-curricular schedule.
  3. Any matter involving the content of a teacher evaluation. (The procedure, pursuant to Article 8 of this agreement, may be subject to the grievance process.)
  4. Any matter for which a remedial procedure is established pursuant to State or Federal statutes including the Tenure Act.

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

- C. A written grievance as required herein shall contain the following:
1. It shall be signed by the grievant(s) and chair of the grievance committee if the Association is processing the grievance on behalf of the grievant(s).
  2. It shall contain the date when the alleged violation first occurred.
  3. It shall contain a synopsis of the facts giving rise to the alleged violation.
  4. It shall cite the section(s) or subsection(s) of this contract alleged to have been violated.
  5. It shall specify the relief requested.

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

D. Procedure for adjudging of grievance:

1. A teacher believing himself/herself wronged by an alleged violation of the express provisions of this contract shall within ten (10) work days of its first alleged occurrence orally discuss the grievance with his/her building principal.
2.
  - a. Within five (5) work days of the oral discussion in 1, if no resolution is obtained, the grievance shall be reduced to writing as set forth above.
  - b. The written grievance shall be presented to the building principal for disposition. Within five (5) work days of receipt of the written grievance, the principal shall have a meeting with the grievance committee and grievant. It is the principal's responsibility upon consulting with the chairperson of the grievance committee to set a mutually acceptable time, place and date for the meeting.
  - c. Within five (5) work days after the meeting, the principal shall state his/her decision in writing and furnish a copy to the grievant, the chairperson of the grievance committee and the superintendent of schools.
3.
  - a. Within five (5) work days after receiving the decision in 2-c, the grievance committee may appeal in writing to the superintendent of schools.
  - b. Within five (5) work days of receipt of the written grievance, the superintendent shall have a meeting with the grievance committee and grievant. It is the superintendent's responsibility, after consulting with the grievance committee chairperson, to set a mutually acceptable time, place and date for the meeting.
  - c. Within five (5) work days after the meeting, the superintendent shall state his decision in writing and furnish a copy to the grievant and the grievance committee chairperson.
4.
  - a. Within five (5) work days after receiving the decision in 3-c, the grievance committee chairperson may appeal the decision in writing through the superintendent to the Board of Education. The Board of Education shall have a meeting with the grievance committee at or before the next scheduled meeting.
  - b. The Board of Education shall hear the grievance in dispute and shall render its decision in writing within fifteen (15) work days from the close of the meeting. The Board of Education's decision shall be submitted in writing and a copy furnished to the grievant and chairperson of the grievance committee.

E. Arbitration

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

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

1. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.
2. He/she shall have no power to establish salary scales or change any salary.
3. He/she shall have no power to decide any question that under this agreement is within the power of management to decide.
4. He/she shall have no power to interpret State or Federal laws.
5. Where no wage loss has been caused by the Board, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.

F. Workday. For the purpose of this Article, a workday is a day when school is in session.

G. Policy Grievance. The Association may file a policy grievance when such grievance may affect teachers. Such grievance shall be filed within ten (10) work days after the Association should have had knowledge of the incident. A policy grievance may be initiated at Step 3.

H. Any grievance not advanced to the next step by the Association within the time limit in that step, or if no time limit is specified, within four (4) working days, shall be deemed abandoned. Time limits may be extended by the Board and Association in writing, and then the new date shall prevail.

1. On written agreement between the Board and the Association, hearing upon a grievance may be commenced at any step, and any time limit within the grievance procedure may be extended by mutual agreement.
2. An employee has the right to be represented at any step in the grievance procedure by a designee of the Association
3. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship for any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. A grievance arising from an incident occurring prior to the

expiration of the agreement may be processed through the grievance procedure until resolved.

- I. The fees and expenses of the arbitrator shall be shared at a rate of fifty percent (50%) for the Board and 50% for the Association.
- J. The decision of the arbitrator shall be final and binding upon the employees, district and Association. Subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall forthwith be placed into effect.

ARTICLE 13  
MISCELLANEOUS PROVISIONS

- A. Teachers shall be informed of a telephone number they shall call before 6:30 a.m. to report the reason for unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.
- B. The Association and/or its members shall not engage in nor encourage concerted action of any type against the school district that would be in violation of this contract or in violation of the laws or statutes of the State of Michigan.
- C. The Board of Education and the Reed City Education Association agree that the specific terms of this agreement shall prevail if and when they are in conflict with any provision(s) of the individual teacher contracts or the Board of Education's or administration's policies and procedures.
- D. Copies of this agreement shall be printed at the expense of the Board of Education and said copies, separate from the Administrative Bulletin, shall be presented to all teachers now employed and hereafter employed by the Board.
- E. Effective beginning with the 2005-06 school year, Alternative Education program instructors will be included under the provisions of the Master Agreement with full rights contained herein. Seniority date shall be deemed the date of hire.
- F. **Effective beginning with the 2006-07 school year, the Michigan School Readiness Program certified instructor will be included under the provisions of the Master Agreement with full rights contained herein. Seniority date shall be deemed August 22, 2005, the first day of school for the 2005-06 school year.**
- G. **Any union member, at his/her request, may have building representation during any meetings (other than evaluations) as he/she feels is needed for the purpose of observation only.**
- H. **Teachers are expected to dress in a professional manner.**



ARTICLE 14  
RECOGNITION

- A. The Board hereby recognizes the association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all certified personnel under contract, including personnel on tenure or probation, employed by the Board (whether or not assigned to a public school building), but excluding the superintendent, business manager, principals, assistant principals, dean of students and all other administrators, community education personnel, substitute teachers, maintenance supervisor, transportation supervisor, food service supervisor and all support employees. The term "teacher" when used hereinafter in this agreement shall refer to all employees represented by the association in the bargaining or negotiation unit as above defined.
  
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this agreement. Nothing contained herein shall be construed to prevent an individual teacher from presenting a grievance to the Board and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this agreement, provided that the Association has been given opportunity to be represented at such adjustment.

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

NEGOTIATIONS PROCEDURE

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

4. Each party shall keep its own minutes of the negotiations proceedings unless otherwise mutually agreed-upon for one person to keep the minutes.
5. All agreements are tentative until final agreement is reached on the complete contract. Tentative agreements shall be duplicated, dated and initialed by the chairperson of each party.
6. Either party may caucus at any time.
7. The date and time of the next meeting should be set before the close of the preceding meeting, unless otherwise mutually agreed by the parties.

#### ENTIRE AGREEMENT CLAUSE

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

#### DURATION OF AGREEMENT

THIS AGREEMENT shall become effective upon ratification by both parties. This agreement shall be retroactive to July 1, 2006, and shall be in effect through June 30, 2008.

[THIS SPACE IS INTENTIONALLY LEFT BLANK – SIGNATURES ON NEXT PAGE]

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

REED CITY EDUCATION ASSOCIATION

By: \_\_\_\_\_  
\_\_\_\_\_, President

And: \_\_\_\_\_  
\_\_\_\_\_, Secretary

BOARD OF EDUCATION  
REED CITY AREA PUBLIC SCHOOLS

By: \_\_\_\_\_  
\_\_\_\_\_, President

And: \_\_\_\_\_  
\_\_\_\_\_, Secretary

Also signed by the members of the negotiation teams:

BOARD OF EDUCATION:

REED CITY EDUCATION ASSOCIATION:

\_\_\_\_\_  
Steven B. Westhoff, Superintendent and  
Chief Negotiator

\_\_\_\_\_  
Todd Dew, Chief Negotiator

\_\_\_\_\_  
B. Timothy Webster, Assistant Negotiator

\_\_\_\_\_  
Neil Harrison

\_\_\_\_\_  
Sheryl L. Nicklas, Business Manager

\_\_\_\_\_  
Sally Momany

\_\_\_\_\_  
DeAnna Goodman

SCHEDULE A  
2006-07 Salary Schedule

STEP	INDEX	One Percent (1%) Increase			
		BA	MA	MA20	EDS
1	1.0000	\$32,302	\$34,869	\$35,811	\$36,961
2	1.0500	33,917	36,613	37,601	38,809
3	1.0480	35,545	38,370	39,406	40,672
4	1.0470	37,215	40,174	41,259	42,594
5	1.0460	38,927	42,021	43,156	44,542
6	1.0450	40,679	43,913	45,098	46,547
7	1.0440	42,469	45,845	47,082	48,595
8	1.0440	44,338	47,862	49,154	50,733
9	1.0420	46,199	49,872	51,218	52,863
10	1.0400	48,048	51,867	53,267	54,978
11	1.0400	49,970	53,941	55,397	57,177
12	1.0400	51,969	56,099	57,613	59,465
13	1.0200	53,008	57,222	58,766	60,654
14	1.0150	53,803	58,079	59,648	61,564
15	1.0225	55,014	59,386	60,990	62,948
16	1.0045	55,261	59,654	61,264	63,232
17	1.0045	55,510	59,922	61,539	63,517
18	1.0042	55,743	60,174	61,798	63,784
19	1.0042	55,977	60,426	62,057	64,051
20	1.0250	57,376	61,937	63,609	65,652
21	1.0045	57,635	62,216	63,896	65,948
22	1.0042	57,877	62,477	64,163	66,225
23	1.0040	58,108	62,727	64,420	66,489
24	1.0040	58,341	62,978	64,678	66,756
25	1.0080	58,807	63,482	65,196	67,290

(Continued on next page.)

2007-08 Salary Schedule

STEP	INDEX	One Percent (1%) Increase			
		BA	MA	MA20	EDS
1	1.0000	\$32,625	\$35,218	\$36,169	\$37,331
2	1.0500	34,256	36,979	37,977	39,197
3	1.0480	35,900	38,754	39,800	41,079
4	1.0470	37,587	40,576	41,672	43,020
5	1.0460	39,316	42,441	43,588	44,987
6	1.0450	41,086	44,352	45,549	47,012
7	1.0440	42,894	46,303	47,553	49,081
8	1.0440	44,781	48,341	49,646	51,240
9	1.0420	46,661	50,371	51,730	53,392
10	1.0400	48,528	52,386	53,900	55,528
11	1.0400	50,470	54,480	55,951	57,749
12	1.0400	52,489	56,660	58,189	60,060
13	1.0200	53,538	57,794	59,354	61,261
14	1.0150	54,341	58,660	60,244	62,180
15	1.0225	55,564	59,980	61,600	63,577
16	1.0045	55,814	60,251	61,877	63,864
17	1.0045	56,065	60,521	62,154	64,152
18	1.0042	56,300	60,776	62,416	64,422
19	1.0042	56,537	61,030	62,678	64,692
20	1.0250	57,950	62,556	64,245	66,309
21	1.0045	58,211	62,838	64,535	66,607
22	1.0042	58,456	63,102	64,805	66,887
23	1.0040	58,689	63,354	65,064	67,154
24	1.0040	58,924	63,608	65,325	67,424
25	1.0080	59,395	64,117	65,848	67,963

If, in the opinion of the administration and the Board of Education, a teacher having thirty (30) graduate semester hours or other preapproved hours (as approved by the superintendent of schools or his/her designee) on a planned program beyond the Bachelor's Degree has taken subjects directly related to his/her teaching field, he/she may be considered to have a Master's equivalent and thereby be compensated at the same as the holder of a Master's Degree.

A teacher, having completed thirty (30) semester hours beyond the Master's Degree having taken subjects directly related to his/her teaching field, may be considered to have an Educational Specialist's equivalent and thereby be compensated at the same rate as the holder of an Educational Specialist's Degree.

Documentation of any change in pay status (due to change in Degree or Certification) must be forwarded to the district payroll department by September 1 of the current school year for spring and summer classes and by January 1 for all fall classes. Failure to provide the appropriate documentation by the due date will result in the forfeiture of the increase for that semester. An exception will be made for an employee who can document that he/she is currently enrolled in a class and completion of said class will result in fulfillment of the above-stated requirement.

\* Index is based on previous step

SCHEDULE B  
Teacher Evaluation Instrument

[See Next Page]

SCHEDULE C  
Fringe Benefit Schedule

The Board will pay an amount to maintain the following coverage for health insurance for July 1, 2006, through June 30, 2008, with caveats as listed below:

Plan A for Employees Needing Health Insurance:

**MESSA Choices II:**

<b>Deductible:</b>	None for in-network (panel) providers; \$250 or \$500, whichever is applicable, for out-of-network (nonpanel) providers. Copayment requirements exist (see pages 22 and 23 of Choices II Booklet) for both panel and nonpanel providers.
<b>Prescription Co-Pay:</b>	\$5 or \$10
[Delta Dental Plan:	E-007 80/80/80 \$1,300 with Adult Ortho
Vision Care:	VSP 3
Long-Term Disability Plan 1:	66-2/3%
Negotiated Life:	\$25,000 with AD & D]

Employee will pay premium cost of \$48.62 per month for Choices II through payroll deduction. Premium cost of \$48.62 will be reduced by amount of State Aid above \$210 per child for nondirected equity and declining enrollment payments per State Aid Act 2006-07.

Board will pay premium costs up to \$1,186.48 per month plus additional premium amount above \$210 per child for nondirected equity and declining enrollment payments per State Aid Act 2006-07.

Note: If State Aid is reduced per proration, employee contribution will increase to a maximum of \$48.62 per month for Choices II and board will pay premium cost of up to \$1,186.48.

**2007-08**

Board will pay premium costs of up to \$1,186.48 per month plus one-half (50%) of the increase in premium of MESSA Choices II for 2007-08 to a maximum of nine percent (9%).

For example:

If 2006-07 teacher premium contribution was \$-0-; and MESSA Choices II rate increases \$200 for 2007-08; then Teacher contribution would be \$100.

**Board will pay an additional percent (1%) of the increase in premium if student enrollment increases between 1 to 10 students based on previous year's fall count.**

**Board will pay an additional two (2%) of the increase in premium if student enrollment increases between 11 to 20 students based on previous year's fall count.**

**First Note: If Health Care Premiums for MESSA Choices II increase more than 18% for the 2007-08 school year; health care benefits will be re-opened for negotiation.**

**Second Note: If State Aid is capped (zero dollar increase per student) then the increase in board contribution towards premium payment will be a maximum of \$50.00.**

**Plan B, for those employees not electing health (medical) insurance coverage:**

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

Those not electing health (medical) insurance coverage, in addition to Plan B, will have **\$350 per month** for this contract for the following options:

1. Annuities:
  - a. Prudential
  - b. Lincoln National
  - c. Massachusetts Mutual
  - d. Fidelity
  - e. Equitable
  - f. Paradigm Equities
  - g. Valic
  - h. Farm Bureau
  - i. Oppenheimer
  - j. American Funds

Additions to the list will be made with ten (10) or more members signing up with a company or fund.

2. Options listed on current MESSA application form.



**SCHEDULE D**  
**Extra-Curricular Salary Schedule**

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

**EXTRA-CURRICULAR ATHLETIC:**

Position	Percentage	Position	Percentage
Baseball		Golf	8%
Varsity	10%	<b>JV</b>	<b>4%</b>
Junior Varsity	7%	Soccer – Boys	
Basketball – Boys		Varsity	10%
Varsity	12%	JV	7%
JV	8%	Soccer – Girls	
Freshman	8%	Varsity	10%
8 <sup>th</sup> grade	7%	JV	7%
7 <sup>th</sup> grade	7%	Softball	
Basketball – Girls		Varsity	10%
Varsity	12%	JV	7%
JV	8%	Track – Boys	
Freshman	8%	Varsity	10%
8 <sup>th</sup> grade	7%	JV	7%
7 <sup>th</sup> grade	7%	Track – Girls	
Cheerleading		Varsity	10%
Varsity Basketball	8%	JV	7%
JV Basketball	4%	Track – MS	
Freshman Basketball	4%	Head	4%
MS Basketball	3%	Assistant	3%
Varsity Football	6%	Volleyball	
JV Football	3%	Varsity	12%
Freshman Football	3%	JV	7%
Cross Country		Freshman	6%
Varsity	8%	<b>7<sup>th</sup> Grade</b>	4%
Middle School	4%	<b>8<sup>th</sup> Grade</b>	4%
Football		Wrestling	
Varsity	12%	Varsity	12%
Assistant Varsity (2)	8%	Assistant	8%
JV	8%	Middle School	4%
Assistant JV	7%		
Freshman	8%		
Assistant Freshman	7%		

The varsity coach in coordination with the AD may choose to redistribute the total combined percentage for a sport, to pay assistants and level coaches at different rates than listed in the contract. They may use the redistribution method to hire more or less than the listed number of coaches as stated in Schedule D – Extra Curricular Athletic. The head coach may not use redistribution to increase his or her percentage. However, he may lower his percentage to supplement percentages of other coaches in his/her program. All new positions must have written responsibilities that are developed with the coordination with the AD and approval by the superintendent. For example: the varsity basketball coach may use the total listed percentage for all assistants and level coaches (30% as per the 2004 contract) to hire as many coaches at a level as he or she feels the program needs. As per the 2004 contract, the 7<sup>th</sup> grade basketball coach receives 7%. The varsity coach may want to hire two coaches at that level and pay them 3.5% each.

EXTRA-CURRICULAR NON-ATHLETIC:

Position	Percentage	Position	Percentage
<u>High School:</u>		<u>Middle School:</u>	
12 <sup>th</sup> Gr Sponsor	3% each	Student Council (2)	3% each
11 <sup>th</sup> Gr Sponsor	3% each	Middle School Band	2%
10 <sup>th</sup> Gr Sponsor	2% each	Ski Club	1% split
9 <sup>th</sup> Gr Sponsor	2% each	Drama	1%
Academic Coaches	2%	Yearbook	2% split
<b>Youth in Government</b>	<b>2%</b>	Newspaper	1%
<b>Spaghetti Bridge Club</b>	<b>2%</b>	STAND (2)	1% each
Student Council (2)	4% each	Natl Jr Honor Society	2%
High School Band	12% *	MS Vocal Music	1%
<b>Jazz Band</b>	<b>6%</b>	5th Hour Detention	\$18.00
HS Vocal Music	1%		
Musical-Drama Dir	5%		
Musical-Music Dir	3% each	<u>Elementary School</u>	
Drama-Play	6%	Vocal Music	2%
Recycle Advisor	2%	Safety Patrol Coord.	1%
Ski Club	1% split	Grade Level Chair K-5	\$500
Outing Club (2)	2% each		
Publications	8%		
Natl Honor Society (2)	5% each		
Quiz Bowl	3%		
Poetry Club	1%		
Debate	4%		
Forensics	2%		
SADD (2)	4% each		
Art Club	2%		
5 <sup>th</sup> Hour Detention	\$18.00		
Noon Hour Coord.	\$18.00		

Summer School pay is based on the hourly equivalent from the BA or MA base, as applicable.

\* HS Band conditioned upon participation by high school band in the following local parades: Evergreen Festival (Thanksgiving) and Memorial Day.

District Curriculum Council

The District Curriculum Council shall be as follows. Positions shall be posted, and interested association members will apply in writing for the positions when posted.

- A. District Curriculum Council:
- |                                   |                             |
|-----------------------------------|-----------------------------|
| Seven (7) voting members          | Superintendent (non-voting) |
| \$500 stipend each                | Board of Education member   |
| Monthly meetings                  | Superintendent's designee   |
| One (1) person from each building |                             |

- B. Content Area Specialists:  
\$1,000 stipend each  
One (1) elementary teacher for each content area  
One (1) secondary teacher for each content area  
Approximately eighteen (18) month commitment  
Summer work required  
Report to District Curriculum Council  
\$1,500 budget for each content area studied  
\$1,000 for professional development during preimplementation  
Professional development during implementation would be from curriculum budget.
- C. Process:  
Content area specialists gather input from staff and outside sources and report to District Curriculum Council.  
District Curriculum Council must approve the curriculum.  
District Leadership Team will hear report from District Curriculum Council.  
Board of Education Curriculum Committee review will follow.  
Board of Education will approve curriculum as final step.
- D. Timelines:  
January through June – Gather appropriate materials and input.  
June through September – Define, organize and write curriculum.  
September through June – Revise curriculum and in-service staff for implementation the following fall.
- E. North Central Accreditation:  
One (1) chairperson per building – \$500 each.  
Three (3) goal chairs per building – \$500 each.

**Payment for Schedule D Positions**

**Payments for Schedule D positions will be made upon completion of work.**

SCHEDULE E  
School Calendar 2006-07

<b>August 2006</b> T-4; S-0	Monday Tuesday-Thursday	August 28 August 29-31	Opening Day – Staff Only Professional Development (“PD”), Staff Only
<b>September 2006</b> T-19; S-19	Friday & Monday <b>Tuesday</b>	September 1 & 4 September 5	Labor Day Recess Students Report Half Day; Staff PD
<b>October 2006</b> T-22; S-22	Tuesday  Thursday  Friday	October 17  October 19  October 20	Full Day for All Students Parent-Teacher Conferences – Elementary Only K-5: 5-8 p.m. Half Day for All Students Parent-Teacher Conferences – K-12 K-5: 1-4 p.m. 5-8 p.m. 6-12: 12-3 p.m. 5-8 p.m. Half Day for All Students and Elementary Staff; Full Day Secondary (6-12) Staff Parent-Teacher Conferences – Secondary Only 6-12: 12-3 p.m.
<b>November 2006</b> T-19; S-19	Friday Wednesday Wednesday Thursday & Friday	November 10 November 15 November 22 November 23-24	End of First Marking Period Safety Day Recess Half Day Students and Staff Thanksgiving Recess
<b>December 2006</b> T-16; S-16	Monday-Friday	December 25-29	Holiday Recess
<b>January 2007</b> T-18; S-17	Monday-Friday Monday Thursday & Friday  Monday	January 1-5 January 8 January 25-26  January 29	Holiday Recess School Resumes End of First Semester; 9-12 Exams Half Day Students; Record Day Staff Afternoon No School Students/Record Day Staff
<b>February 2007</b> T-19; S-19	Monday Tuesday	February 19 February 27	Presidents’ Day Recess Full Day for All Students Parent-Teacher Conferences – Elementary Only K-5: 5-8 p.m.
<b>March 2007</b> T-22; S-21	Thursday  Friday  Monday Friday	March 1  March 2  March 12 March 30	Half Day for All Students Parent-Teacher Conferences – K-12 K-5: 1-4 p.m. 5-8 p.m. 6-12: 12-3 p.m. 5-8 p.m. Half Day for All Students and Elementary Staff; Full Day Secondary (6-12) Staff Parent-Teacher Conferences – Secondary Only 6-12: 12-3 p.m. No School Students; PD Staff Half Day All Students and Staff End of Third Marking Period
<b>April 2007</b> T-16; S-16	Monday-Friday Monday	April 2-6 April 9	Spring Recess School Resumes
<b>May 2007</b> T-22; S-22	Monday	May 28	Memorial Day Recess
<b>June 2007</b> T-4; S-4	Tuesday Wednesday	June 5 June 6	Half Day – Students; Record Day – Staff Half Day – Students; Record Day – Staff Last Day of School

SCHEDULE F  
Employee Request for Absence Form

[form to be attached]

ADDENDUM A  
The Extended Contract

In accordance with the concepts of Article 6 of the Master Teacher Contract, the Reed City Education Association and the Reed City Board of Education agree to the following provisions of a plan to deal with contract overloads.

To deal with this situation, the Reed City Education Association and the Board of Education enter into the Extended Contract Concept for the term of this agreement with the following provisions:

- A. At administration determination of staffing needs, a posting will be made of the overload schedule(s).
- B. Within the building that the overload occurs, the most senior, certified teacher applying to teach a class that can alleviate the overload will be granted the extended contract, allowing for minimal schedule accommodations.
- C. Applicants will have their class schedules and certifications reviewed yearly with the appropriate principal(s) for the term of this agreement.
- D. The teacher's planning time and per diem pay will be based on the schedule of the building at which the overload occurs.
- E. Extended contract teachers will be available before or after school upon request of the administration.
- F. With the third overload schedule in the same content area, at grades K-12, a half-time or full-time teacher may be hired.
- G. Teachers will be offered extended contracts on a rotating basis in accordance with the above-stated provisions. If certified teachers within the building do not apply for the overloads, the principal may utilize teachers outside of the building.

**ADDENDUM B**  
Rights under the Family and Medical Leave Act of 1993

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons. Employees are eligible if they have worked for a covered employer for at least one year, and for 1,250 hours over the previous 12 months, and if there are at least 50 employees within 75 miles.

REASONS FOR TAKING LEAVE: Unpaid leave must be granted for any of the following reasons;

- To care for the employee's child after birth or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent who has a serious health condition;
- For a serious health condition that makes the employee unable to perform the employee's job.

At the employee's or employer's option, certain kinds of paid leave may be substitute for unpaid leave.

ADVANCE NOTICE AND MEDICAL CERTIFICATION: The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.

- The employee ordinarily must provide 30 days' advance notice when the leave is "foreseeable."
- An employer may require medical certification to support a request for leave because of a serious health condition and may require a second or third opinion (at the employer's expense) and a fitness for duty report to return to work.

JOB BENEFITS AND PROTECTION:

- For the duration of FMLA leave, the employer must maintain the employee's health coverage under any "group health plan."
- Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits and other employment terms.
- The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

UNLAWFUL ACTS BY EMPLOYERS: FMLA makes it unlawful for any employer to:

- Interfere with, restrain or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

ENFORCEMENT:

- The US Department of Labor is authorized to investigate and resolve complaints of violations.
- An eligible employee may bring a civil action against an employer for violations.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FOR ADDITIONAL INFORMATION: Contact the nearest office of the Wage and Hour Division listed in most telephone directories under US Government, Department of Labor

ADDENDUM C  
Cash Option Cafeteria Plan

[See Next Page]

[Amended Cash Option Cafeteria Plan to  
Add Dependent Day Care to be Inserted]



**TEACHER EVALUATION FORM**

**REED CITY AREA PUBLIC SCHOOLS**

Administrative Evaluation  Teacher Self-Evaluation  \* Denotes - Supporting comments are required on teacher self evaluation.

Teacher _____	School _____
School Year _____	Grade Level/Subject Taught _____
Teacher/Mentor: _____	Date: _____
Status: Probationary: <input type="checkbox"/>	Tenure: <input type="checkbox"/>

U = Unsatisfactory    B = Basic    P = Proficient    D = Distinguished    NA = Not Applicable    See Master Evaluation for explanation of each level.

**SECTION 1: PLANNING AND PREPARATION:**

U    B    P    D    NA

A. Demonstrating knowledge of content

Comment: \_\_\_\_\_

B. Demonstrating knowledge and understanding of district curriculum

\*Comment: \_\_\_\_\_

C. Application of district curriculum

\*Comment: \_\_\_\_\_

D. Demonstrate knowledge of students

Comment: \_\_\_\_\_

E. Designing coherent instruction

Comment: \_\_\_\_\_

F. Assessing student learning

\*Comment: \_\_\_\_\_

PLANNING AND PREPARATION OVERALL COMMENTS \_\_\_\_\_

**SECTION 2: THE CLASSROOM ENVIRONMENT**

**U B P D NA**

A. Creating an environment of respect and rapport

Comment: \_\_\_\_\_

B. Establishing a culture for learning

\*Comment: \_\_\_\_\_

C. Managing instructional groups (whole or small group)

Comment: \_\_\_\_\_

D. Managing transitions and performance of non-instructional duties

Comment: \_\_\_\_\_

E. Expectations/Standards of student behavior and responses to student misbehavior

Comment: \_\_\_\_\_

F. Organizing physical space

Comment: \_\_\_\_\_

THE CLASSROOM ENVIRONMENT - OVERALL COMMENTS: \_\_\_\_\_

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

**SECTION 3: INSTRUCTION**

**U B P D NA**

A. Communicating clearly and accurately

Comment: \_\_\_\_\_

B. Using questioning and discussion techniques

Comment: \_\_\_\_\_

C. Creating lessons

Comment: \_\_\_\_\_

D. Lesson structure

Comment: \_\_\_\_\_

E. Demonstrating flexibility and responsiveness

Comment: \_\_\_\_\_

F. Lesson assessment with feedback

\*Comment: \_\_\_\_\_

G. Student Motivation

\*Comment: \_\_\_\_\_

INSTRUCTION - OVERALL COMMENTS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SECTION 4: PROFESSIONAL RESPONSIBILITIES**

**U B P D NA**

A. Reflecting on Teaching

\*Comment: \_\_\_\_\_

B. Maintaining Accurate Records

\*Comment: \_\_\_\_\_

C. Communicating with Families

\*Comment: \_\_\_\_\_

D. Overall Work Attitude

\*Comment: \_\_\_\_\_

E. District Involvement

\*Comment: \_\_\_\_\_

F. Inquiry and Implementation Regarding New Instructional Techniques

\*Comment: \_\_\_\_\_

PROFESSIONAL RESPONSIBILITIES - OVERALL COMMENTS:

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

SUMMARY OF PERFORMANCE:

SATISFACTORY

UNSATISFACTORY

COMMENTS:

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

Signature of Teacher

Signature of Evaluator

Date

**\*SECTION 4: PROFESSIONAL RESPONSIBILITIES WORKSHEET**

The rubrics in section 4 are associated with being a true professional educator. They encompass the roles assumed outside of and in addition to those in the classroom with students. They consist of a wide range of professional responsibilities, from self-reflection and professional growth, to contributions made to the school and district, to contributions made to the professions as a whole. The components also include interactions with the families of students, contacts with the larger community, the maintenance of records and other paperwork, and advocacy for students. These things are difficult for your administrator to evaluate without asking; therefore this part of the self evaluation is \*required.

**LIST OR DESCRIBE YOUR PARTICIPATION (PAST AND PRESENT) IN THE FOLLOWING AREAS**

District Committees (Curriculum Council, Superintendent's Advisory, District Leadership, RAPS One, *etc.*)

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Building Committees and/or Responsibilities (Mentor, Grade Level Chair, Coach, Activity Sponsor, Building Advisory, *etc.*)

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Graduate Courses, Workshops, In services, Research Projects, Read or Published Educational Articles, *etc.*

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School and/or Other Related Activities

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**REED CITY AREA PUBLIC SCHOOLS**

**CASH OPTION CAFETERIA PLAN**

(Restated Effective November 1, 2006)

**VARNUM, RIDDERING, SCHMIDT & HOWLETT LLP**  
Bridgewater Place  
333 Bridge Street, N.W.  
Grand Rapids, MI 49504  
(616) 336-6000

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**GENERAL INFORMATION**

**NAME OF PLAN:** Reed City Area Public Schools  
Cash Option Cafeteria Plan

**NAME OF SPONSOR:** Reed City Area Public Schools,  
a Michigan governmental entity

**ADDRESS OF SPONSOR:** 829 South Chestnut Street, Suite A  
Reed City, Michigan 49677

**TELEPHONE NUMBER:** (231) 832-2201

**EMPLOYER ID NUMBER:** 38-6003232

**TYPE OF PLAN:** Cash Option Cafeteria Plan

**PLAN YEAR:** November 1 through October 31

**PLAN ADMINISTRATOR** Reed City Area Public Schools

**AGENT FOR SERVICE  
OF LEGAL PROCESS:** Superintendent  
Reed City Area Public Schools  
829 South Chestnut Street, Suite A  
Reed City, Michigan 49677

This Plan is a government Plan and, therefore, is not subject to Titles I and IV of ERISA.

**REED CITY AREA PUBLIC SCHOOLS  
CASH OPTION CAFETERIA PLAN**

The Board of Education of Reed City Area Public Schools, a Michigan government entity (the "Employer"), amends and restates this Cash Option Cafeteria Plan (the "Plan") as set forth in this document, to be effective November 1, 2006.

**ARTICLE I  
INTRODUCTION**

1.1 Cafeteria Plan Status. This document is intended to constitute a written Plan qualifying as a Cafeteria Plan under §125 of the Code. The purpose of this document as a Cafeteria Plan is to provide each Participant the choices described in Section 5.1 below.

**ARTICLE II  
ELIGIBILITY, PARTICIPATION AND EFFECTIVE DATE**

2.1 Effective Date of Restatement of Plan. The Plan is amended and restated effective November 1, 2006.

2.2 Eligibility. Each Employee of the Employer who is eligible for health care benefits, including teachers and support personnel (as those terms are defined in the applicable collective bargaining agreement between such Employee and the Employer) and nonunion employees is eligible to participate in the Plan upon the Employee's date of employment with the Employer; provided that the applicable collective bargaining agreement so provides and acknowledges eligibility for participation hereunder.

2.3 Commencement of Participation. Each Employee will commence participation in the Plan on the first day of the calendar month coincident with or following his/her date of becoming eligible pursuant to Section 2.2 above. However, commencement of coverage and Benefits under the Medical Plan is as stated within the appropriate contract.

2.4 Cessation of Participation. A Participant will cease to be a Participant in the Plan as of the earlier of: (a) the date on which the Plan is terminated, or (b) the date on which he/she ceases to be an eligible Employee under Section 2.2, and all COBRA rights have been waived and/or fulfilled.

**ARTICLE III**  
**DEFINITIONS**

3.1 "Annual Open Enrollment Period" means the period of at least 15 days beginning not earlier than October 1 and ending not later than October 31 each year during which Participants may revise their elections and enroll for benefits.

3.2 "Benefits" mean the amounts paid to, or coverage received by, Participants under the Cafeteria Plan, as compensation or coverage, whichever the Participant elects.

3.3 "Code" means the Internal Revenue Code of 1986, as amended from time to time. Reference to any section of the Code includes reference to any comparable or succeeding provisions of any legislation which amends, supplements or replaces such section.

3.4 "Dependent" has the same meaning as given such term under the Medical Plan.

3.5 "Dependent Care Expense Reimbursement Account" means the account maintained for Participants to record the flexible dollars allocated for their benefit to the Dependent Care Expense Reimbursement Program.

3.6 "Dependent Care Expense Reimbursement Program" means the program established by the Employer to reimburse a Participant for Dependent Care Expenses described in Code § 129.

3.7 "Dependent Care Expenses" means the expenses that are considered to be employment-related expenses under Code § 21(b) relating to expenses for household and Dependent Care Expenses necessary for gainful employment of the Participant and spouse, if any, if paid for by the Participant to provide qualifying Dependent care services.

3.8 "Election Form" means the form provided by the Employer on which Participants elect or waive benefits, authorize payroll deductions to contribute flexible dollars to the Plan, and allocate Flexible Dollars their accounts.

3.9 "Eligible Employment-Related Expenses" means the Dependent Care Expenses paid or incurred incident to maintaining employment after the date the Participant becomes eligible to participate in the Dependent Care Expense Reimbursement Program of this Plan and during the Plan Year, other than amounts paid to:

A. An individual with respect to whom a Dependent deduction is allowed under Code § 151(a) to the Participant or the Participant's spouse;

B. The Participant's spouse; or

C. A Participant's child who is under 19 years of age.

3.10 "Employee" means any individual employed by the Employer pursuant to Section 2.2 above, and does not include independent contractors or leased employees.

3.11 "Flexible Dollars" means the dollar amounts contributed by the Employer at its discretion and the dollar amounts contributed by the Employer pursuant to elections by Participants that are allocated to Participants accounts to allow Participants to elect certain benefits under the Plan.

3.12 "Medical Plan" means the group medical/hospitalization Plan provided to non-union employees or negotiated by the Employer and the Reed City Education Association, MEA/NEA and by the Employer and the Reed City Educational Support Personnel Association, MEA/NEA and included in their respective Master Agreements, as more particularly described in the appropriate contract and policy issued by the Insurance Company. For the Reed City Education Association, MEA/NEA and the Reed City Educational Support Personnel Association, MEA/NEA, those benefits are: MESSA Choices II.

3.13 "Participant" means any Employee who is eligible to participate in the Plan in accordance with ARTICLE II.

3.14 "Plan Administrator" means the Reed City Area Public Schools.

3.15 "Plan Year" means the 12-month period beginning on November 1 and ending on October 31 of each subsequent calendar year.

3.16 "Premium Payment Accounts" means the accounts maintained for Participants to record the flexible dollars allocated for their benefit to pay premiums for the following purposes:

A. Health care premium account: the account maintained for Participants to record flexible dollars allocated for their benefit to the Employer's health care programs.

B. Other qualified benefits accounts: the amounts, if any, maintained for Participants to record flexible dollars allocated for their benefit to record

Flexible Dollars to pay for other qualified benefits under Code § 125 that the Employer offers on the condition of Participant payment of premiums.

3.17 "Qualifying Dependent Care Services" means the services relating to the care of a qualifying individual that enable the Participant and spouse to remain gainfully employed and are performed:

A. In the Participant's home; or

B. Outside the Participant's home for the care of a Dependent of the Participant who is under age 13 or the care of any other qualifying individual who resides at least 8 hours per day in the Participant's household. If the expenses are incurred for services provided by a Dependent care center (*i.e.*, a facility that provides care for more than six (6) individuals not residing at the facility), then the center must comply with all applicable state and local laws and regulations.

3.18 "Qualifying Individual" means an individual who is:

A. A Dependent of the Participant who is under the age of 13. For purposes of the Dependent Care Expense Reimbursement Program, the child of a divorced Participant will be the Dependent of the Participant only if the Participant is the parent in the custody of the child in accordance with Code § 21(e)(5);

B. A spouse or Dependent of a Participant who is mentally or physically incapable of self care.

#### **ARTICLE IV FUNDING**

4.1 Employer Contributions. The Employer will fund all the benefits of this Plan from its general assets.

4.2 Maximum Employer Contributions. The maximum Employer contribution will be as stated on the Election Form. (See Attachment "A"). No Employee will be required to sign an Election Form not containing the dollar amount of the Employer's maximum contribution.

#### **ARTICLE V CAFETERIA PLAN BENEFITS**

5.1 Benefit Options. Each Plan Year, a Participant may elect to receive one of the benefits described below:

A. Medical Plan Coverage. Each Participant may elect to receive coverage for himself/herself and his/her eligible Dependents under the negotiated Medical Plan for the Plan Year; or

B. Cash in Lieu of Medical Plan Coverage. Each eligible Employee may elect to waive coverage for himself/herself and his/her Dependents under the Medical Plan and receive cash in lieu thereof, in the amount specified on the Election Form for such Plan year; provided, however, the Participant must be covered under some other medical/hospitalization Plan or policy and must provide proof, satisfactory to the Plan Administrator, of such other coverage, in order to waive coverage under the Medical Plan. The cash will be paid to the Employee in the first paycheck of each month.

C. Pre-Tax Premium Payment. Each Participant who elects Medical Plan coverage and who has an obligation to pay a share of the cost of such medical coverage will pay the Participant's share of the cost on a pre-tax basis. All such premium payments will be treated as a payment for qualified benefits under Code §125.

D. Dependent Care Assistance. Each Participant may elect to allocate flexible dollars to a Dependent Care Expense Reimbursement Account as described in Article VI.

5.2 New Participants. Any Participant who becomes eligible for a Benefit under Section 4.1, on a date other than the first day of the Plan Year, is entitled to such Benefit, on a pro-rata prospective basis only, during the remaining months in the Plan Year after his/her Election Form is filed with, and accepted by, the Plan Administrator.

5.3 Coverage Provided Under Separate Medical Plan. Coverage and Benefits under the Medical Plan are provided under the separate group contract/Plan negotiated by the Employer, and not under this Plan. The type and amount of Benefits available under the Medical Plan (including deductibles and co-pays), and the eligibility and coverage requirements under the Medical Plan (including pre-existing illness rules, coverage limits and coordination of benefit rules) are as provided in separate negotiated contracts.

**ARTICLE VI**  
**DEPENDENT CARE EXPENSE REIMBURSEMENT PROGRAM**

6.1 **Participation.** The Employer provides a Dependent Care Expense Reimbursement Program that provides Participants the opportunity to receive reimbursement of Dependent Care Expenses in a manner that is excludable from gross income under Code § 129. This program is intended to meet the requirements of Code § 129.

6.2 **Benefits and Limitations.** The Employer will reimburse Participants for amounts incurred by the Participants for Dependent Care Expenses after the date of the Participant's eligibility to participate in the program during the Plan year, other than amounts paid to:

- A. An individual with respect to whom a Dependent deduction is allowed under Code § 151(a) to the Participant or the Participant's spouse;
- B. The Participant's spouse; or
- C. A child of a Participant who is under 19 years of age.

An outline of the benefits and limitations provided by the Dependent Care Expense Reimbursement Program is contained in the Summary Plan Description.

6.3 **Maximum Reimbursement Amount.** The maximum amount that may be credited to a Participant's Dependent Care Reimbursement Account during a calendar year will be the lesser of the following:

- A. \$5,000 (\$2,500 in the case of a married Participant filing a separate income tax return); or
- B. An amount equal to the Participant's earned income for the calendar year or the spouse's earned income for the calendar year, whichever is less. A spouse who is a full-time student or has a total disability during any month in which the Participant incurs Dependent Care Expenses will be deemed to have the following earned income for the month:
  - (1) \$250, if there is one (1) qualifying individual for whom the Participant incurs Dependent Care Expenses; or
  - (2) \$500, if there is more than one (1) qualifying individual for whom the Participant incurs Dependent Care Expenses.

For purposes of the Dependent Care Expense Reimbursement Program, the term "Dependent" means an individual who is a Dependent of a Participant in the Plan within the meaning of Code § 152 and meets the requirements of a qualifying individual in Code § 21(b)(1). These include children who live with the Participant who are younger than age 13 and spouses and other Dependents who have the same principal place of abode as the Participant and are physically or mentally incapable of caring for themselves. Except for Dependents who are physically or mentally incapable of caring for themselves, Dependents must have gross income that is less than Code § 151(d) exemption amount (\$3,200 in 2005), must not be qualifying children of the Participant or any other taxpayer, and must not be married and filing a joint tax return with a spouse for a taxable year.

6.4 Dependent Care Expense Reimbursement Accounts. The Employer will establish a separate Dependent Care Expense Reimbursement Account for each Participant electing to participate in this program that will be credited with the amount of the Dependent care reimbursement benefits elected by the Participant. The Employer will charge a Participant's Dependent Care Expense Reimbursement Account with the amount of any reimbursements made to the Participant. The amount of any reimbursement of Dependent Care Expenses may not exceed the balance of the Participant's Dependent Care Expense Reimbursement Account at the time of reimbursement. If any balance remains in a Participant's Dependent Care Expense Reimbursement Account for a Plan year after all reimbursements have been made, the balance will be forfeited by the Participant and those forfeitures will be used to pay Plan expenses.

6.5 Cost of Participation. The Participant will pay the cost of participation in the Dependent Care Expense Reimbursement Program.

## **ARTICLE VII**

### **ELECTION PROCEDURES**

7.1 Election Form. At least 15 days prior to the first day of the Plan Year, or upon commencement of participation, the Plan Administrator will provide to each Participant an Election Form, attached hereto, which form will reflect the Participant's choice under Section 5.1 for such Plan Year.

7.2 Election Procedure. To be effective as of the first day of the Plan Year, or the first day he/she becomes eligible in the case of a new Participant, each Election Form must be completed and returned to the Plan Administrator on or before such date as the Plan Administrator specifies, which date will be no later than the beginning of the Plan Year or the effective date of participation in the case of a new Participant.



7.3 Failure to Complete Election Form. Any Participant who fails to initially complete an Election Form for any Plan Year in a timely manner is deemed to have elected to receive the negotiated Medical Plan coverage for his/her employee group.

7.4 Change of Election by Plan Administrator. If the Plan Administrator determines, at any time during the Plan Year, that the Plan may fail to satisfy any nondiscrimination rule imposed by the Code or any limitation on Benefits provided to certain Employees, the Plan Administrator may take such action as the Plan Administrator deems appropriate, under rules uniformly applicable to similarly situated Participants, to assure compliance with such requirement or limitation. The Employee and his/her Association will be notified and consulted prior to any action being taken.

7.5 Change of Election by Participant. A Participant's election (or failure to elect) is irrevocable by the Participant during the Plan Year, subject to a change in family status. A Participant may revoke his/her election for the balance of a Plan Year and file a new Election Form only if both the revocation and the new election are on account of, and consistent with, a "change in family status." A "change in family status" for this purpose has the same meaning as given such term in the Income Tax Regulations under §125 of the Code, and, generally, includes the marriage or divorce of the Participant, the death of a Spouse or other Dependent, the birth or adoption of a child, the termination or commencement of employment of a Spouse, the switching from part-time to full-time employment, or vice versa, of the Participant or his/her spouse, the taking of an unpaid leave of absence of the Participant or his/her Spouse, and such other events that the Plan Administrator determines will permit a change or revocation of an election during a Plan Year under the Income Tax Regulations and rulings of the Internal Revenue Service. Any new election under this Section will be effective at such time as the Plan Administrator prescribes, in accordance with applicable rules of the Internal Revenue Service.

7.6 Election Period. The "Election Period" for the Benefits under the Plan established in this document is the 30 days prior to the first day of the Plan Year.

## **ARTICLE VIII**

### **ADMINISTRATION OF PLAN**

8.1 Plan Administrator. The administration of the Plan is under the supervision of the Plan Administrator. The Superintendent of the Employer has the right to appoint and remove the Plan Administrator at any time. It is a duty of the Plan Administrator to see that the Plan is carried out, in accordance with its terms, without discrimination. The Plan Administrator has the full power to administer the Plan, subject to any applicable requirements of law and a Participant's rights to a review and appeal as set forth in the grievance procedures of the negotiated Master Agreements. For this purpose, the Plan

Administrator's powers include, but are not limited to, the following authority, in addition to all other powers provided in this document:

A. To make and enforce such rules and regulations as the Plan Administrator deems necessary or proper for the efficient administration of the Plan;

B. To interpret the Plan, the Plan Administrator's interpretation to be final and conclusive on all persons claiming Benefits under the Plan;

C. To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and his/her commencement and termination of participation dates;

D. To appoint such agents, counsel, accountants, consultants and other persons as may be required to assist in administering the Plan, with costs for same to be borne by the Employer; and

E. To allocate and delegate the Plan Administrator's responsibilities under the Plan, and to designate other persons to carry out any of the Plan Administrator's responsibilities under the Plan, any such allocation, delegation, or designation to be in writing.

Any decisions to be made with respect to the eligibility, entitlement, payment or Benefits to, or for the benefit of, the acting Plan Administrator will be made or ratified by an individual authorized by the Employer who is not the Plan Administrator.

8.2 Examination of Records. The Plan Administrator will make available to each Participant and each Association, such records under the Plan as pertain to him/her, or their members for examination at reasonable times during normal business hours.

8.3 Reliance on Receipts, etc. In administering the Plan, the Plan Administrator is entitled, to the extent permitted by law, to rely conclusively on all receipts, papers, statements, certificates, opinions and reports which are made or furnished by any Employee, Participant, accountant, counsel or other agent employed or engaged by the Plan Administrator.

8.4 Funding. The participation and coverage under the Plan is funded solely by the Employer, as negotiated by the parties.

8.5 Limitation of Rights. Neither the establishment of the Plan nor any amendment thereof, nor the payment of any benefits, are to be construed as giving to any

Participant or other person any legal or equitable right against the Employer or the Plan Administrator, except as specifically provided herein.

8.6 Non-Alienation. No benefit may in any manner be alienated, sold, transferred, assigned, pledged or subjected to attachment, garnishment or encumbrance of any kind.

8.7 Severability. Should any provision of this document be found to be null and void, all remaining provisions will continue in full force and effect.

8.8 Gender. As used herein, the masculine includes the feminine and neuter, and the singular, the plural, and vice versa, whenever such meanings would be appropriate.

8.9 Governing Law. This document, the Plan and any matter relating hereto, are governed by, and interpreted in accordance with, the laws of the State of Michigan and the Code.

8.10 Employment Relationship. Nothing in this document will be construed to create, continue or modify the employment relationship of any Employee. Nothing in this document will be construed to modify or amend any collective bargaining agreement, or to add or change any employee benefit not approved by any such collective bargaining agreement.

## **ARTICLE IX** **AMENDMENT AND TERMINATION OF PLAN**

Notwithstanding anything herein to the contrary, the Employer reserves the right to amend or terminate the Plan, at any time and from time to time, and to negotiate changes of any coverage under the contractually provided Medical Plan. No Employee, Participant, Dependent or any other person (whether or not then absent from work because of illness, personal injury, disability or sickness, and whether or not then under medical, dental, psychiatric, surgical or hospital treatment or care) will have any further right, title, interest, or claim, legal or equitable, in or to any Benefit payable under the Plan beyond the Plan Year in which the Plan or Benefit is subject to a negotiated change and/or termination.

## **ARTICLE X** **CLAIMS PROCEDURE**

10.1 COBRA. Nothing in this Section is deemed to deny or restrict any COBRA rights available to any Employee.

**10.2 Special Rules for Presenting Dependent Care Expense Reimbursement Claims:**

**A. Dependent Care Reimbursement.** All claims for reimbursement of Dependent Care Expenses must be submitted no later than 90 days following the end of the Plan Year in which the expense has been incurred. No claims will be paid before the expense has been incurred by the Participant. Claims will be paid on a regular basis as determined by the Plan Administrator. The Employer may specify a minimum claim amount. The amount available for reimbursement to a Participant at any time is limited to the amount of the Participant's Plan year contributions before the date of the claim, less prior reimbursements.

**B. Proof of Claims.** Claims must be submitted to the TPA or the Employer on approved forms, accompanied by bills, invoices, receipts or other acceptable proof of payment. To determine the eligibility of expenses for reimbursement under the reimbursement programs, the Employer may require evidence of any or all of the following:

- (1) the name of the person or persons for whom the expenses have been incurred;
- (2) the amount, date and nature of the expense for which reimbursement is requested;
- (3) the name, address and taxpayer identification number of the person or entity to which the Dependent Care Expense was paid; or
- (4) the amount covered or expected to be recovered under any insurance arrangement or other source.

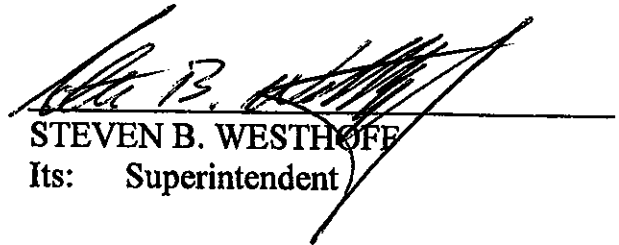
Payment of covered claims under the Dependent Care Expense Reimbursement Program will be made directly to the Participant.

**10.3 Arbitration of Claims:** Any claim arising out of this Plan will be adjudicated by using the appropriate negotiated grievance procedure including final, binding arbitration. Grievances must be filed at the Superintendent level of the contractual procedure.

IN WITNESS WHEREOF, the Employer has caused this document to be executed in its name and behalf as of the day and year first below written.

REED CITY AREA PUBLIC SCHOOLS,  
a Michigan governmental entity

By:



STEVEN B. WESTHOFF

Its: Superintendent

Date: August 21, 2006

**REED CITY AREA PUBLIC SCHOOLS  
CASH OPTION CAFETERIA PLAN ELECTION FORM**  
For the Period from November 1, 2006, to October 31, 2007 ("Plan Year")

EMPLOYEE NAME: \_\_\_\_\_

SSN: XXX-XX-\_\_\_\_\_

Under the Cash Option Cafeteria plan, you may elect to receive coverage under the medical plan for yourself and your eligible dependents. Alternatively, you may elect to waive coverage under the medical plan for yourself and your eligible dependents and receive additional compensation instead. However, in order to waive coverage under the medical plan, you must have proof of coverage for yourself under some other medical/hospitalization plan or policy. You may also elect to participate in the Dependent Care Assistance feature at the Plan. Your election will remain in force for the plan year, and may not be changed during the plan year except in the case of, and consistent with, a "change in family status" as defined in the plan document.

**Medical Plan Coverage:**

\_\_\_\_\_  
(initials) I elect to receive coverage for myself and my eligible dependents under the medical plan for the plan year.

	<u>21 pay periods</u>	<u>26 pay periods</u>
Employer contribution each pay period for medical plan (2006-07):	\$ [ _____ ]	\$ [ _____ ]
Employee must pay any additional premium cost through payroll deduction.		
Your Share of the Cost:	\$ [ _____ ]	\$ [ _____ ]
Total Cost of Medical Plan:	\$ [ _____ ]	\$ [ _____ ]

*(Insert \$ [ \_\_\_\_\_ ] if you are paid over 26 periods or \$ [ \_\_\_\_\_ ] if you are paid over 21 periods as your share of the cost. Under the cash option cafeteria plan, your share of the cost for the medical plan, if any, is deducted on a pro-rata basis from each paycheck and paid on a pretax basis. These amounts may be changed during the year due to premium changes from the insurance company. Your deduction will be adjusted accordingly.)*

\_\_\_\_\_  
(initials) I elect to waive coverage for myself and my eligible dependents under the medical plan for the plan year and receive the additional compensation described in the applicable collective bargaining agreement in the case of employees who are members of a collective bargaining unit or described in the schedule in the case of employees who are not members of a collective bargaining unit. I represent that I have medical/hospitalization coverage for myself under another plan or policy.

Additional compensation each payroll period in lieu of medical plan coverage: \$ [ \_\_\_\_\_ ]

*(Insert \$ [ \_\_\_\_\_ ] if you are paid over 21 payroll periods and \$ [ \_\_\_\_\_ ] if you are paid over 26 pay periods.)*

**Dependent Care Assistance Plan Coverage**

\_\_\_\_\_  
(initials) I elect coverage under the dependent care expense reimbursement feature of this program and agree to contribute \$ \_\_\_\_\_ /pay period for \_\_\_\_\_ pay periods (insert 21 or 26) to my account in the Plan. The maximum is \$5,000/year (\$2,500/year if married filing separately).

I acknowledge and agree that the Reed City Area Public Schools Cash Option Cafeteria Plan, which may be amended from time to time, will govern my rights to and benefits hereunder, irrespective of any oral statements made by the employer. If I fail to file an election form for any plan year, I understand that I will be provided medical plan coverage. The employee contribution (if applicable) will be deducted from my pay and I will not receive any additional compensation for that plan year.

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date received in Central Office