

MASTER AGREEMENT
between the
REETHS-PUFFER EDUCATION ASSOCIATION
and the
REETHS-PUFFER BOARD OF EDUCATION

July 1, 2024 – June 30, 2028



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REETHS-PUFFER SCHOOLS AGREEMENT

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

WITNESSETH

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

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

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

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

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

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

ARTICLE 1 **RECOGNITION**

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

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

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

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

- B. The Board agrees not to negotiate with any teacher's organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and have the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with or in violation of the terms of this Agreement, and further providing that the Association's rights to be present at such adjustment and/or resolution has not been abridged or denied.

ARTICLE 2
TEACHER AND ASSOCIATION RIGHTS

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

Any plans, strategies, or objectives which conflict with the Master Agreement will require mutual agreement between the Reeths-Puffer Education Association and the Reeths-Puffer Board of Education.
 2. The Reeths-Puffer Education Association shall approve any and all teacher representatives to any district or building committee formed for the purpose of Site Based Decision Making, Building Level Decision Making, etc.
 3. The participation in the above-mentioned committees or councils shall be voluntary on the part of the bargaining unit members.
- C. The Association and its representatives shall have the right to use school buildings at any time in accordance with regular scheduling procedures for meetings provided that when special custodial service is required the Board may make a reasonable charge therefore. No charge shall be made for use of schoolrooms before the commencement of the school day nor until 6:00 p.m.
- D. The Association and its representatives shall have the right to use school facilities and equipment for Association business in the building in which it is located, including available technology at reasonable times when such equipment is not otherwise in use. There is no

expectation of privacy with use of District technology. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. The person operating each piece of equipment shall be trained to operate that machine prior to the use. Teachers' cell phones shall not be considered District equipment at any time.

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

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

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

1. Prior to initiating any measure against a non-teaching professional staff member as described in paragraph K above, the Board shall inform said staff member of his rights to representation by the Association.
 2. Should the non-teaching professional staff member request representation by the Association, all action by the Board regarding the matter or matters shall be deferred for at least forty-eight (48) hours to allow such Association representatives, as determined by the non-teaching professional staff member, to be present. In instances involving such issues where the continued presence of the non-teaching professional staff member could reasonably be assumed to cause and/or immediately threaten the welfare of the student(s), the administration may temporarily suspend the non-teaching professional staff member with pay pending further investigation in accordance with this section. The Association specifically reserves the right to utilize the grievance procedure should such administrative action authorized herein not be deemed proper and necessary.
 3. Prior to any meeting called by the Board to discuss such matter or matters and, in time to allow for an adequate review, the Board shall provide the Association and the non-teaching professional staff member with full particulars, including written documentation when applicable, of the matter or matters in question.
- L. For tenured teachers, consistent with the Teachers' Tenure Act, discipline may only be issued for reasons that are not arbitrary or capricious and the parties subscribe to the concept of progressive discipline as required by law. The district reserves the right to apply disciplinary measures consistent with the severity of the infraction.
1. All discipline will be in writing and placed in an individual's personnel file, and the teacher will be forwarded a copy.
 2. Bargaining unit members have full Weingarten rights. Should a teacher request representation by the Association, all action may be deferred for 48 hours to allow a representative to be available, if one is not available.
 3. Probationary teachers cannot grieve discipline. Tenured teachers may only grieve discipline up to, but not including, arbitration. This article does not limit a tenured teacher's right to appeal to the State Tenure Commission a "demotion" or "termination" pursuant to the protections outlined in the Michigan Teachers Tenure Act.
- M. A teacher with or without his representative(s) will be allowed to review his official personnel file with reasonable notice under the supervision of the Superintendent or his designee.
- N. The Association and Superintendent shall discuss and recommend teacher representatives to the District Improvement Team. The Reeths-Puffer Education Association shall be entitled to one (1) representative on each of the component teams of the District Improvement Team. The Association President shall submit three (3) nominees to the Superintendent for each of the appointments to the Association-designated positions on the

component's teams. The final selection of the other teacher representatives shall be the prerogative of the Superintendent. The Association President shall serve as an ad hoc member to each of the component teams.

- O. The President and the President-elect of the Association shall be provided with a direct dial telephone, including long distance service, in their classrooms and entry keys for their respective buildings as well as entry key access to an agreed upon meeting room for each building in the District for the purpose of conducting the business of the Association.

ARTICLE 3

BOARD OF EDUCATION RIGHTS

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

- A. The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and/or the United States. Nothing in this Agreement shall in any way prevent or limit the Board from participating in cooperative educational programs with any entities.
- B. The Association recognizes that the Board may invoke appropriate disciplinary action in situations where members fail to adhere to the terms and conditions of employment herein outlined or to reasonable rules, regulations and policies of the Board. The Board also has the right to direct working forces, including the right to evaluate and lay off employees, and establish provisions for health and safety and first aid.
- C. The Board shall manage and control its business, its equipment and its operation and to direct the working force and affairs of the school district.
- D. The Board shall hire all teachers and determine their qualifications subject to the provision of the law.
- E. The Board shall establish levels and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
- F. The Board shall determine the services, supplies and equipment necessary to continue its operation and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules and standards of operation; the means, methods, and processes of carrying on the work, including automation or contracting thereof, or changes therein; the institution of new and/or improved methods or changes therein.
- G. The Board shall adopt rules and regulations.
- H. The Board shall determine financial policies and accounting procedures.

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

ARTICLE 4

PAYROLL DEDUCTIONS

- A. Payroll Deductions.
 - 1. Payroll deductions will also be available to teachers on a mutually agreed basis for the Best Financial Credit Union, for the United Way, for the MEA insurance premiums, and for the annuity programs. Annuity carriers are limited to those companies who have a minimum of five (5) Reeths-Puffer employees participating and present carriers. Annuity carriers must have a minimum of ten (10) participating employees.
 - 2. The Board agrees to remit all annuity payments to the participating carriers within three (3) days of the close of each pay period.
- B. The Board shall not be liable for any errors or losses in the administration of this Article unless it is shown that the Board or its agents were negligent in the care and handling of the moneys involved.
- C. In the event of a verified overpayment in salary or benefits, under the terms of this Agreement, the teacher will make prompt repayment to the District. In the event the teacher fails to make the repayment, the District may deduct the overpayment as a condition of this contract pursuant to the authority set forth in MCL 408.477.

ARTICLE 5

TEACHING CONDITIONS

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

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

- C. The Board shall make available in each school adequate lunchroom, restroom and lavatory facilities for staff use only.
- D. Existing telephone facilities shall be made available to teachers for their reasonable use. Personal long-distance calls may not be charged to school phones. Personal long-distance calls may be made and billed to the home phone of the teacher.
- E. Adequate off-street parking facilities shall be provided and properly maintained and identified for teacher use.
- F. Provisions for above named facilities will be made in all future buildings.
- G. The Association agrees that the management of the students during the school day is an integral part of every teacher's duty and further agrees to take effective action to promote conditions on school property which are conducive to good discipline.

ARTICLE 6

HOURS

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

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

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

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

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

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

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

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

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

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

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

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

teachers with morning recess duty off and the other half with afternoon recess duty off. This "off time" may be used as additional planning time. The determination of an emergency or when additional recess staff is necessary due to safety/security will be made by the administration after notice is provided to the building representative.

- G. In recognition of added responsibility for attending IEP meetings and Section 504 meetings before and after school, bargaining unit members assigned to special education: special education teachers, social worker, school psychologist, occupational therapy, speech/language therapist, or physical therapy positions shall receive a stipend of \$400 per school year. The stipend shall be prorated for part-time bargaining unit members assigned to the above positions.

ARTICLE 7

TEACHING LOADS AND ASSIGNMENTS

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

*Emergency, as used in this section, shall be strictly defined as an unforeseen or unexpected development that is beyond the control of the Board.
 - c. Substitutes shall be secured for any absent teacher in special subjects which afford preparation time to elementary classroom teachers.
 - d. Elementary teachers may use for preparation all time prior to the start of each school day, unless a mandatory meeting or IEPC is scheduled.
 4. In the event the foundation grants of the District decrease, for any reason, the Board and the Association agree that the provisions of Article 7, Section A, may be re-negotiated at the request of either party to this Agreement.

- B. Since pupils are entitled to be taught by non-teaching professional staff members who are working within their area of competence, non-teaching professional staff members shall not be assigned outside the scope of their certificates, licenses, approvals, and their qualifications.

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

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

Professional staff member shall provide written notice to the District of any change to his/her certificates, licenses, endorsements or approvals after the original filing of same with the District. This shall include notice of any additional endorsements, certificates, renewals, approvals as well as expirations, revocations and any limitations thereon.

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

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

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

G. Recognizing the benefit of collaboration, the District will consult with all classroom teachers who will be a part of “push-in” and “inclusion” programming. Common planning for those teachers will be a goal that is pursued.

ARTICLE 8

PLACEMENT

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its staff members.
- B. Decisions about placement of bargaining unit members, including teachers of record as defined by the Revised School Code, shall comply with Section 1248 of the Revised School Code to the extent required.
- C. The Superintendent or designee decides placement decisions, when a vacancy exists and when a posting is made. A “vacancy” shall be defined as an unassigned, open position or a newly created position which the district intends to fill. Vacancies shall be posted at least ten calendar days prior to being filled.
- D. The Superintendent or designee may place a bargaining unit member into a position for which they are certified, for a reason that is not arbitrary or capricious including, but not limited to, the following clear and transparent factors:
 - a. Compliance with State and Federal laws, regulatory standards, and state grant, and categorical funding requirements.
 - b. Qualifications determined by the district, including but not limited to credentials necessary for school or program accreditation.
 - c. Disciplinary record.
 - d. Effectiveness based on previous evaluations.
 - e. Length of service in the grade level or subject area.
 - f. Professional development, special training, additional training, additional certification(s), and experiences that lend themselves to the classroom.All factors being equal, seniority will be considered as a tiebreaker.
- E. The Superintendent or designee will discuss with the Association involuntary transfers before they occur.
- F. Probationary Teachers cannot grieve any aspect of this Article. Tenured Teachers may grieve alleged violations of this Article up to, but not including, arbitration.

ARTICLE 9

LAYOFF AND RECALL

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

*Provided that such elimination is for reasons other than to discriminate against an individual non-teaching professional staff member(s).

- B. Acting within the approved budget, the Superintendent is responsible for establishing the

number and nature of teaching assignments to implement the approved curriculum. If the Superintendent determines that insufficient funds are budgeted for existing staff or that a reduction in teaching staff is necessary due to a program, curricular, or other operational consideration(s), the Superintendent will recommend to the Board the teaching positions to be reduced. Prior to issuance of layoff notices, the RPEA will be given an opportunity to make specific recommendations regarding the particular implementation of layoff and recall procedures planned by the district.

- C. The Superintendent or designee may layoff and recall a Bargaining Unit member for a reason that is not arbitrary or capricious including, but not limited to, the following clear and transparent factors:
- Compliance with State and Federal laws, regulatory standards, and state grant, and categorical funding requirements.
 - Qualifications determined by the district, including but not limited to credentials necessary for school or program accreditation.
 - Disciplinary record.
 - Effectiveness based on previous evaluations.
 - Length of service in the grade level or subject area.
 - Professional development, special training, additional training, additional certification(s), and experiences that lend themselves to the classroom.
- All factors being equal, seniority will be considered as a tiebreaker.
- D. A Teacher is eligible for recall for 18 months from the date the district implemented the reduction in force. Teachers placed on layoff will continue to receive all insurance benefits until the end of the month following the layoff notice. Teachers wishing to continue insurance beyond that point may do so on their own by purchasing COBRA continuation coverage. Teachers returning from layoff will be considered active employees upon receiving notice. Should a Teacher refuse to return from layoff within five business days during the school year, or ten calendar days during the summer break, they shall be deemed to have voluntarily quit. All fringe benefits will be restored to Teachers returning from layoff.
- E. Probationary Teachers cannot grieve any aspect of this Article. Tenured Teachers may grieve alleged violations of this Article up to, but not including, arbitration.

ARTICLE 10 **CLASS SIZE**

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

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

- | | | |
|----|----------------|------------|
| 1. | Kindergarten I | 23 pupils |
| 2. | Grades K2-3 | 28 pupils |
| 3. | Grades 4-6 | 31 pupils |
| 4. | Grades 7-12 | 143 pupils |

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

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

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

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

4. Class size guidelines shall not apply to music ensembles, physical education classes or study hall.

C. The parties recognize that children having special physical, mental and emotional disabilities may require specialized classroom experience and that their presence in regular classrooms may place extraordinary and unfair demands upon the teacher. Teachers believing that such students are assigned to their classes may request that these students be referred for evaluation to determine if the student is eligible for special education programs or services. Upon determining that such students require specialized classroom experience, the Board will make every effort to place these students in the appropriate specialized classroom, consistent with the terms of a student's Individualized Education Plan.

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

ARTICLE 11

PROFESSIONAL COMPENSATION

- A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. The parties agreed to reopen wage scale increases only in 2025-2026 or 2026-2027 if UAAL or OPEB credit is not extended beyond the 2024-2025 school year. Otherwise, each salary schedule shall remain in effect as appropriate during the term of this Agreement. For the 2027-2028 school year, the parties agree to a full wage reopener, including steps and lanes. Teachers new to the District shall not be hired with placement beyond the fifth step of the salary schedule until mutually agreed to, in writing, prior to the offer being made, by the Association and the Board. The Association will be provided with a list of those teachers placed beyond the first step.
- B. In case it is necessary to request a teacher to take an extra period or periods of extended [more than ten (10) school days] consecutive teaching assignment(s), and the teacher agrees to same, such teacher shall be compensated during their preparation period: 1/6 of salary as pro-rated. The extra period means a period for which a teacher is unassigned. The teacher taking the extra period shall have this noted as a rider to his/her contract.
- C. Teachers requested to teach, travel or perform work assignments during their daily preparation period and, who voluntarily agree to said teaching or work assignments, shall be paid the summer teaching assignment rate set forth in Schedule C. Upon request, the Association President will be given a copy of the list of all teachers performing these responsibilities.
- D. Teachers involved in voluntary extra duty assignments as assigned and approved by the Superintendent and set forth in Schedule C, which is attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions of this Agreement without deviation.
- E. Mileage Reimbursement. It shall be the policy of the Board of Education to reimburse all teachers at the mileage rate allowable under Internal Revenue Service regulations relative to business mileage expense.
- F. Credits earned toward lateral placement on the salary schedule must:
 - 1. Be in a planned program and earned at an institution accredited as a teaching institution or transferable to such institution;
 - or
 - 2. Be a graduate level class related to education or related to the employee's field of instruction and must be earned at an institution accredited as a teaching institution

or transferable to such institution. Approval for such classes taken at a non-accredited institution must be obtained prior to taking such credits in a planned program.

3. Any undergraduate classes that are to be taken for lateral placement on the salary schedule must be pre-approved by the Superintendent.
- G. The Board will reimburse teachers and non-teaching professional staff for the cost of renewal of a Michigan Teaching Certificate or professional certificate required for their position upon presentation by the employee of a receipt verifying that the employee has paid the renewal fee. Reimbursement can be for only one (1) certificate/license every five (5) years. In order for reimbursement request to be valid, it must be made within one (1) year of renewal date.

- H. Merit Pay
In addition to compensation addressed in other articles/schedules of the R-PEA Master Agreement, each teacher shall receive \$1,000 annually (in their final pay of June), if they have successfully met the following standards:

Earned a rating of "Effective" or "Highly Effective" on their most recent end-of-year evaluation,

and

earned and/or retained National Board Certification.

ARTICLE 12

PAID LEAVE

- A. Sick leave of ten (10) days at the beginning of every school year shall be credited to the sick leave account of each teacher. This benefit will be pro-rated for teachers hired after the beginning of the school year at the rate of one (1) day per month. Each teacher shall be entitled to unlimited days accumulation of the unused portion of each year's sick leave which shall be available in future years.

Sick leave shall be granted in accordance with the schedule specified herein, subject to the following conditions:

1. Personal illness and/or disability.
 2. Illness and/or disability in the immediate family. "Immediate family" is defined to include spouse, child, parent, parent-in-law, brother, sister, grandparent and grandchild. The Board reserves the right to review each case.
 3. Absence by exposure to contagious diseases.
- B. Bereavement: Utilization of such leave shall be for the purpose of attending the funeral or making funeral arrangements in the case of the death of teacher's father, mother, father-in-law, mother-in-law, spouse, children, brother, sister, brother-in-law, sister-in-law, grandparents or grandchildren. This leave shall be for a maximum of five (5) days.

- C. One additional day shall be granted for attending funerals held more than 200 miles from Muskegon.
- D. Funerals: One day leave shall be granted for attending funerals for persons other than in the immediate family.
- E. Jury Duty: When on jury duty the teacher shall submit to the school his full jury duty pay less mileage and meals (the difference between costs and wages). The school will pay the school wages of the teacher in full. Jury duty after school hours will have the jury pay for that period going to the teacher. The teacher will turn in a record of time served and accounting of jury pay due the school.
- F. Witness: Any bargaining unit member subpoenaed to appear as a witness in a court of competent jurisdiction.
- G. Illness or disability associated with pregnancy, miscarriage, abortion or childbirth shall be treated as any other illness or disability.
- H. The parties agree that there may be personal conditions or circumstances which may require teacher absenteeism for other reasons than heretofore mentioned. At the beginning of each school year, each teacher shall be eligible for three (3) days.

- 1. Unused days shall be added to the teacher's accumulated sick days.
- 2. Teachers desiring to use such leave shall submit their request on the application form (provided by the Board) at least four (4) working days in advance of the anticipated absence except in cases of emergency. This form must be filed with the principal or immediate supervisor.
- 3. Restrictions: The intent of these days is not to extend a recess. "Recess" shall be defined as Labor Day, Thanksgiving Recess, Christmas Recess, Spring Recess, Memorial Day, Mid-Winter Recess. Summer is considered to be a break; however, it cannot be extended through the use of personal days. It is further understood that these days may not be used during the first or last week of a semester.

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

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

5. The number of teaching personnel in each building who may be absent on any given day for personal leave is limited as follows:

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

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

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

6. New teachers shall be eligible on the following pro-rated system:
- Teachers hired at the beginning of the school year - post 3 days.
 - Teachers hired after the ninth (9th) week of first semester - post 2 days.
 - Teacher hired at the beginning of the second semester - post 1-1/2 days.
 - Teacher hired after the ninth (9th) week of the second semester - post 1 day.
- I. Approved visitation at other schools or attendance at educational conferences or conventions for which approval has been given in advance.
- J. Association Leave Days
- At the beginning of each school year, the Association shall be credited with fifty (50) * school days to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association.
 - The Association President or his/her designated representative shall notify the Board no less than twenty-four (24) prior to the intended use of said leave unless otherwise mutually agreed to or unless the Association President (or designee) has received less than twenty-four (24) hours notice from a teacher of a classroom observation under Article 15 of this Agreement, and there exists a need to meet with that teacher prior to the observation.
 - Association leave days may be taken in either whole or half day segments and, in either case, use of such days will be appropriately subtracted from the credited amount.
- *Twenty-five (25) of these days shall be made available to the Association without cost and twenty-five (25) with the understanding that the Board be reimbursed moneys expended to cover salary costs of substitutes employed during the absence of Association officers or agents.
- K. FMLA Leave runs concurrent with workers' compensation leave. Any teacher who is absent from work due to a compensable injury under Michigan Workers Disability Compensation Act shall be entitled to exercise one of the following options:

1. Receive such disability benefits as provided by law; or
 2. Receive such benefits as described immediately above and pro-rated deduction from sick leave accumulated by the individual necessary to maintain regular salary.
- L. Anyone off on paid or unpaid leave for one or more school years will be offered training, including curriculum and technology-based training, so that their return to the classroom will be as successful as possible.

ARTICLE 13

UNPAID LEAVES OF ABSENCE

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

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

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

- B. Teachers who have been employed for seven (7) years may be granted a sabbatical leave for one year.

1. A teacher, upon return from a sabbatical leave, shall be restored to his/her former position or to a position of like nature, seniority and status. Any period spent on sabbatical leave shall be treated as teaching service for purpose of applying seniority and the salary schedule set forth in Schedule A of this agreement. A teacher will receive no wages or fringe benefits while on sabbatical leave.

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

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

clause. The returning teacher will be restored to the same position from which leave was taken (if still in existence) or to a comparable position for which the teacher is certified and qualified, as specified in the Uniformed Services Employment and Reemployment Rights Act and its implementing regulations.

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

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

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

G. Other Leaves of Absence

- 1. In addition to the leaves provided elsewhere in this Article, the Board may grant written requests for leaves of absence of at least one (1) semester but not to exceed two (2) semesters without pay and fringe benefits. The written application shall include the purpose for such leave request and the anticipated duration of the leave.
 - 2. At least thirty (30) calendar days prior to the expiration date of the leave, the teacher must give written notice of intent to return to his/her position by certified mail. Failure of any individual to provide such timely notice shall be deemed a violation of this provision. A teacher providing such timely notice shall be returned to the same or another position for which he/she is certified and qualified, with the term qualified being as defined according to Article 9 of this Agreement.
- H. A teacher may request a leave of absence under the provisions of the Family and Medical Leave Act of 1993 (FMLA) of up to twelve (12) weeks in any school year and as prescribed by the law for military leaves. Such leave shall be granted by the Board in accordance with the provisions of the Act and may be required to run concurrently with any other paid leave available to the teacher making the request. Seniority and group health plan benefits shall

continue to accrue during such leave period. These leaves are subject to and administered in accordance with the FMLA and FMLA rules and regulations. FMLA may be taken intermittently for serious health conditions and military leaves. It shall be calculated on a rolling backward basis, except military caregiving which will be rolling forward as required by law.

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

ARTICLE 14

STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, special education personnel, or other professional persons the teacher will report these circumstances to his/her immediate supervisor for consideration of referral. Whenever it appears that the presence of a particular student in the class will impede the education of the balance of the class because of disruptions caused by said student, the Board will relieve the teacher of responsibilities with respect to said pupil until needed improvements and corrections can be made, to the extent such action is consistent with the provisions of I.D.E.A., the student's I.E.P., and Section 504 of the Rehabilitation Act. The Association recognizes that, in a large measure, the teacher's effectiveness in the classroom is governed by the teacher's ability to manage students.
- B. A teacher may exclude a pupil from class for up to one (1) full school day when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable and the exclusion is otherwise permitted by law. In such cases, the teacher will furnish the principal, either as promptly as being his teaching obligations will allow or no later than the end of the school day, full particulars of the incident in writing. The pupil shall not be returned to class until after consultation by the principal with the teacher, in accordance with the requirements of Section 1309 of the Revised School Code.
- C. Any case of assault upon a teacher related to his employment by the district shall be promptly reported to the Board or its designated representative. When the teacher acts consistent with policy, the Board will provide the teacher with access to legal information per the Board, at Board expense, to advise the teacher of his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- D. Under no circumstances shall any teacher be required or requested by the Board or any agent thereof to transport students in an automobile or other motor vehicle that is the personal property of the teacher.

- E. Time lost by a teacher in connection with any incident mentioned in paragraph C and D above shall not be charged against the teacher, providing the teacher's actions were in conformance with existing school policies.
- F. The Board will reimburse teachers for any non-negligent loss, damage or destruction of clothing or personal property of the teacher while on duty in the school or on school premises if such loss or damage is the result of student attack upon the teacher or results from student resistance to reasonable discipline or physical restraint by the teacher.

ARTICLE 15

EVALUATION

- A. All district teachers, including all teachers of record, will be evaluated pursuant to the 5D+ performance evaluation system, which is attached to this agreement as Appendix III. The District will measure student growth as 20% of the evaluation. For the 2024-2025 School Year, student growth will be administered as it was for the 2023-2024 school year excluding the state assessments unless otherwise agreed. The parties will meet by April 15, 2025 to determine whether the metrics should be changed for subsequent contract years.
- B. Prior to classroom observations, the teacher shall be provided a copy of the district evaluation form and an explanation of how the observation process works.
- C. If a tenured teacher has been rated "highly effective" or "effective" for three (3) consecutive year-end evaluations, they shall be evaluated every third year thereafter. If a teacher is placed on an IDP, moves to a new assignment, or is subsequently rated below "effective" on a year-end evaluation, the Teacher may in the District's discretion be evaluated annually until receiving an "effective" rating for an additional three (3) consecutive years. Unless otherwise agreed, the District and Association shall meet prior to September 15 each contract year to comprise a list of tenured teachers and their evaluation status for the current school year.
- D. Probationary Teachers cannot challenge any aspect of the evaluation process, including observations, the IDP, the mid-year performance review or their assigned rating.
- E. An alleged violation of this Article is not subject to arbitration in the grievance process. An Arbitrator, however, has jurisdiction to consider a grievance filed under the grievance procedure by a tenured teacher who receives two (2) consecutive ratings of "needing support."
- F. No formal work site observations will be made during the first fifteen (15) and the final twenty (20) days of pupil instruction in a school year.

ARTICLE 16

GRIEVANCE PROCEDURE

- A. A claim by a teacher, group of teachers, or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.
- B. In the event that a teacher believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with his/her building principal accompanied by his/her

Association representative within fifteen (15) working days of the occurrence or knowledge of the alleged violation, misinterpretation or misapplication.

- C. If, as a result of the informal conference with the building principal, an alleged grievance still exists, the teacher may invoke the formal grievance procedure through the Association within five (5) work days of the informal discussion with the principal, on the form set forth, signed by the grievant and a representative of the Association, which form shall be available from the Association representative in each building. A copy of the grievance form shall be delivered to the principal. If the grievance involves more than one school building, it may be filed with the Superintendent or a representative designated by him.
- D. Within five (5) working days of receipt of the grievance, the principal shall meet with the Association in an effort to resolve the grievance. The principal shall indicate his disposition of the grievance in writing within five (5) working days of such meeting and shall furnish a copy thereof to the Association.
- E. If the Association is not satisfied with the disposition of the grievance or if no disposition has been made within five (5) working days of such meeting, the grievance shall be transmitted to the Superintendent. Within seven (7) working days, the Superintendent or his designee shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing within five (5) working days of such meeting and shall furnish a copy thereof to the Association.
- F. If the Association is not satisfied with the disposition of the grievance by the Superintendent or if no disposition has been made within the time period provided in E., the Association shall submit a demand for arbitration to the American Arbitration Association within fifteen (15) working days.

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

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

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

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

J. Expiration of Agreement and Rights Regarding Process

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

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

ARTICLE 17
RETIREMENT

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

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

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

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

B. Retirement Benefit

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

For teachers qualifying under this subsection of ¶ C who retire under this provision after August 15, 2014, the Board shall contribute the retiree's share of the health insurance premium not paid on behalf of the retiree through the Michigan Public School Employees Retirement System (MPERS), including the cost of Medicare Part B premiums. However, in no event shall the Board's contribution exceed twenty percent (20%) of the cost of the MPERS health plan.

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

- b. The Board shall pay the teacher such sums as follows:
 - 1) Twenty-Five Thousand Dollars (\$25,000).
 - 2) This sum will be paid in two equal installments and will be paid in the first period during the first two Januarys after they retire. This money will be deposited into a 403b account.
- 4. Any teacher hired on or after November 22, 2022, with at least twenty (20) years of service at Reeths-Puffer Schools, or with at least ten (10) years of service at Reeths-Puffer Schools and ten (10) years of MPERS service credit earned outside of Reeths-Puffer Schools, who is eligible for retirement under MPERS, may elect retirement from Reeths-Puffer Schools. The teacher shall be eligible for the following accumulated sick day reimbursement:

50 -150 days	\$3.00 x unused sick days x years of service (for all days)
151+ days	\$5.00 x unused sick days x years of service* (for all days)

*Maximum reimbursement shall be \$20,000
- 5. Conditions affecting the payment of retirement benefits:
 - a. Employees retiring under this provision shall only receive those benefits as provided under the retirement plan in effect at the time of the employee's retirement.
 - b. In the event of the death of the retired bargaining unit member before the expiration of benefit(s) such benefit(s) shall continue to be provided to the spouse only until the regularly scheduled date of benefit termination.
- 6. A teacher desiring to take advantage of this section must submit his/her intent in writing to the Superintendent of Schools ninety (90) days or more before the date of retirement. At the request of the teacher, the District may waive the ninety (90) day notice requirement.

ARTICLE 18

MISCELLANEOUS PROVISIONS

- A. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call before 7:00 a.m. to report unavailability for work. Notice of inability to report for work must be provided at least one (1) hour before their established start time. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.
- B. This Agreement shall supersede all previous policies adopted by the Board or past practices affecting the Association which are contrary to or inconsistent with its terms, except as mutually agreed to by the Board and the Association through subsequent negotiations. All such previous policies adopted by the Board and all such past practices affecting the Association pursuant to this provision are no longer in effect.

- C. Copies of the Agreement shall be published on the District website. A hard copy of the R-PEA Master Agreement can be requested from the Human Resources Office (ESB).
- D. If any provision of this Agreement or any application of the Agreement to either party shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this Agreement by mutual consent of both parties and only by mutual consent. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- F. In the event the Board finds it necessary to operate on a one-half day schedule, salary, hours, and terms are to be reopened to negotiations.
- G. Any material of a negative nature more than four (4) years old will be expunged from the teacher's file. The exception(s) will be behavior of a recurring nature or where removal of the material is prohibited under Section 1230b of the Revised School Code (or its successor provision). The teacher must request in writing the removal of said material.
- H. In the event that pupil instruction is not provided due to conditions not within the control of school authorities, (such as due to severe storms, fire, epidemics, or health conditions), teachers shall be excused from reporting to duty without loss of pay. Days and hours lost due to school closings under the above conditions shall not be rescheduled, unless otherwise required to qualify for state aid.
- I. Teachers will work added days and hours as required by the Revised School Code and State School Aid Act and any changes during the duration of this contract.
- J. Each teacher who has used two (2) or fewer sick days during the previous school year shall be allowed one (1) day per school year for professional improvement. Such days may be used at the teacher's discretion for, but not limited to such activities as: seminars, workshops, in-services, educationally relevant visitations, etc. The activity attended must be in the State of Michigan. This day must be used as a full day. Personal day guidelines are in effect here. Unused days may be accumulated for one (1) year only.
- K. An emergency manager appointed under the Local Financial Stability and Choice Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Financial Stability and Choice Act, 2012 Public Act 436. This language was added due to statutory requirement.
- L. The Association hereby agrees that no bargaining unit member shall engage in any strike, work stoppage or other withholding of services. The Association also agrees that neither it nor any of its officers or agents will call, initiate, authorize or participate in any such strike or work stoppage.

ARTICLE 19
MENTOR TEACHER

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

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

1. \$300 for classroom materials or compensation of \$200 per year. The monies for materials shall be in addition to normal allowance for classroom supplies.
 2. In the event a teacher should mentor two mentees, the compensation shall be \$450 for classroom materials or compensation of \$325 per year.
 3. If one mentee, \$300 (or two mentees \$450) can be applied toward a professional development opportunity, including a college or university class. Guidelines:
 - a) The class or professional development activity must be pre-approved by the Superintendent (or designee).
 - b) Mentor will submit a conference reimbursement form with appropriate receipts to the Superintendent (or designee) upon completion of the course of professional development activity.
 - c) Mentor Teachers shall be master teachers with three (3) or more years of teaching experience (with "effective" or "highly effective" evaluation ratings) and shall be a member of the bargaining unit.
 - d) Mentor Teachers shall be selected from a list of volunteers for the position. The list shall be reviewed by the Association.
 - e) In order to receive the full compensation for being a mentor, the mentor teacher must complete requirements outlined in this Article.
 - f) Compensation for Mentor Teachers shall be made by the board the first pay period of June, orders for supplies should be placed by June 30th, or submit the reimbursement form (with receipts) upon the completion of course or professional development activity.
 - g) Mentor Teachers will meet with their Mentees for a total of six (6) hours during the school year. Both the Mentor and the Mentee will document their time on a form provided by the school district. The one (1) hour meeting held by October 15th shall count towards the six (6) hours.
- B. The Mentor Teacher shall be available to provide professional support, instruction, and guidance. The purpose of the Mentor assignment is to provide a peer who can offer assistance, resources, information and a voice of experience and insight in a non-threatening collegial fashion.
- C. A Mentor Teacher shall be assigned in accordance with the following:

1. Participation as a Mentor shall be voluntary.
 2. The Mentor Teacher assignment shall be for one (1) year subject to review by the Mentor Teacher, Mentee, and the Administration after three (3) months. If any of the parties; Mentor Teacher, Mentee, or Administration feel it would be in the best interest of the Mentee to make a change, a new Mentor Teacher shall be assigned at the beginning of the next semester. At the end of each year, the match will be reviewed and the appointment may be renewed by mutual agreement of the Mentor Teacher, Mentee, and Administration. If the Mentor Teacher goes on leave during their time as a mentor, the Mentor Teacher will be given the option of continuing to meet the requirements or choosing to opt out of being a Mentor. If opting out, the Mentee will be assigned a different mentor.
 3. The purpose of the Mentor/Mentee relationship is to acclimate the bargaining unit member and to provide necessary assistance toward attaining quality instruction. The Board and the Association agree the relationship shall be confidential and shall not, in any manner, be a matter included in the evaluation of the Mentor Teacher or Mentee. Neither the Mentor Teacher nor the Mentee shall be permitted to participate in any matter related to the evaluation of the other. Further, the Mentor Teacher shall not be called as a witness in any grievance or administrative hearing involving the Mentee, or shall the Mentee be called as a witness in any grievance of administrative hearing involving the Mentor Teacher except as required by law.
 4. Mentor Teachers shall be provided training.
 5. Mentor Teachers shall be assigned to one Mentee per year but not more than two during any given year.
- D. A Mentee shall be defined as a bargaining unit member in his/her first three (3) years in the classroom or otherwise allowed by law. Each Mentee shall be assigned a Mentor Teacher.
- E. Teacher Mentees shall be assigned in accordance with the following:
1. Each teacher in his/her first three years in the classroom shall only be assigned to one (1) Mentor Teacher at a time.
 2. Mentees shall be provided with a minimum of fifteen (15) days of professional instruction during their first three (3) years of classroom teaching.
- F. Timelines:
1. August - A list of Mentor volunteers will be reviewed by the Association no later than September 1.
 2. September - Mentees shall be assigned to Mentors no later than September 15 of each year. The list shall be sent to the Association.
 3. October - A meeting of Mentor Teachers and Mentees shall be held by October 15. The meeting shall be approximately one (1) hour in length. A make-up meeting will be scheduled.

4. May - By May 30, the administrator will ask for and make a list of Mentor volunteers for the following year. This list must be submitted to the Superintendent.
- Forms documenting Mentor and Mentee meeting times shall be turned in by May 15.
 - Dates may be changed if mutually agreed.

ARTICLE 20

JOB SHARING

- A. Job sharing shall be defined as two teachers sharing one full time position. Job sharing is not available to probationary teachers.
- B. Agreements to a job share shall be voluntary and will be considered for approval by the Superintendent only upon the recommendation of the building principal(s). In order to establish a shared job assignment, the teachers involved shall submit a written request with the building principal by April 15th. The job-sharing assignment shall become final when planning for the assignment has been completed and approved by the administration, but no later than the final teacher work day of the school year.
- C. Job sharing shall commit the teachers and Board to not more than one school year. The job share arrangement shall be assessed at mid-year for the purpose of determining the need for adjustments. By approval of administration, the job-sharing assignment may be renewed by April 15th.
- D. If a full-time teacher is in a job share arrangement, he/she will be regarded as on a partial leave of absence from a full-time position.
- E. The shared time positions are intended to be for a full school year, but are subject to discontinuation in the event of staff reduction.
- F. Seniority shall accrue as if the job-sharing teachers were employed full time.
- G. Teachers in a job share will be given salary schedule step advancement in accordance with this Agreement. Teachers in a job share will be paid on a pro-rata share of salary (based on their step and column), which reflects the fraction of time the position is shared and as provided for in the salary schedule of this Agreement. Paid leaves and planning time shall be prorated based on the fraction of time the teacher contributes to the shared position.
- H. If teachers in a shared assignment substitute in each other's absence, they shall be paid the substitute rate.
- I. Fringe benefits shall be pro-rated based on the fraction of time the position is shared in accordance with Salary Schedule B.
- J. Each job-sharing teacher shall be expected to attend all parent-teacher conferences, open houses without extra compensation. The teacher shall be expected to attend fifty percent (50%) of all other required meetings; however, administration may require full participation at required meetings with any additional time, beyond fifty percent (50%), compensated at the Summer Teaching Assignment Rate.

- K. The job-sharing teachers shall confer regularly for the purpose of planning and parent communication.

ARTICLE 21

DURATION OF AGREEMENT AND RETROACTIVITY OF AGREEMENT

This Agreement shall be effective upon ratification by the Board and the Association, and shall continue in effect until June 30, 2028. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

REETHS-PUFFER EDUCATION ASSOCIATION

By: _____

Its: President

By: _____

Its: Secretary

By: _____

Its: Chairman, Negotiating Committee

Dated this ____ day of _____, 20__

REETHS-PUFFER BOARD OF EDUCATION

By: _____

Its: President

By: _____

Its: Secretary

By: _____

Its: Superintendent

SALARY SCHEDULE A
2024-2025 SALARY SCHEDULE

2024-2025: Salary Schedule A for 2024-2025 shall increase by 3% over 2023-2024 levels. There shall be a one (1) step advancement beyond 2023-2024 step placement: except one additional step advancement will occur for bargaining unit members who did not receive a step during the 2020-2021 school year. Bargaining unit members who are eligible will have lateral column movement in 2024-2025 upon submission and approval of academic credits.

SALARY SCHEDULE A-IIa

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

STEP	INDEX	BA	BA+20	MA	MA+15	MA+30
1.0	1.000	47,901	48,859	51,254	52,212	53,170
2.0	1.050	50,296	51,302	53,818	54,823	55,829
3.0	1.100	52,693	53,743	56,380	57,433	58,486
4.0	1.150	55,084	56,188	58,942	60,043	61,146
5.0	1.200	57,479	58,630	61,505	62,654	63,804
6.0	1.250	59,877	61,073	64,068	65,266	66,463
7.0	1.300	62,272	63,515	66,632	67,875	69,121
8.0	1.350	64,666	65,959	69,193	70,486	71,780
9.0	1.400	67,060	68,400	71,757	73,097	74,438
10.0	1.450	69,456	70,844	74,320	75,705	77,097
11.0	1.500	71,852	73,287	76,883	78,318	79,755
12.0	1.550	74,244	75,730	79,445	80,928	82,416
13.0	1.600	76,640	78,174	82,008	83,539	85,073

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

14.0	1.020	78,174	79,737	83,646	85,210	86,774
15.0	1.030	78,940	80,519	84,468	86,045	87,624
16-17	1.040	79,707	81,301	85,288	86,881	88,475
18-19	1.050	80,474	82,084	86,108	87,715	89,325
20-21	1.060	81,239	82,862	86,928	88,551	90,175
22-23	1.070	82,007	83,645	87,747	89,388	91,025
24-25	1.080	82,772	84,427	88,568	90,223	91,878
26-27	1.090	83,537	85,210	89,389	91,059	92,729
28-29	1.100	84,307	85,992	90,209	91,892	93,578
30.0	1.110	85,073	86,772	91,026	92,729	94,430

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

SALARY SCHEDULE A
2024-2025 SALARY SCHEDULE

SALARY SCHEDULE A-IIb

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

STEP	INDEX	BA	BA+18	BA+30	MA	MA+15	MA+30
1.0	1.000	47,901	48,859	51,254	51,254		
2.0	1.050	50,296	51,302	53,818	53,818		
3.0	1.100	52,693	53,743	56,380	56,380		
4.0	1.150	55,084	56,188	58,942	58,942		
5.0	1.200	57,479	58,630	61,505	61,505	62,654	63,804
6.0	1.250	59,877	61,073	64,068	64,068	65,266	66,463
7.0	1.300		63,515	66,632	66,632	67,875	69,121
8.0	1.350		65,959	69,193	69,193	70,486	71,780
9.0	1.400		68,400	71,757	71,757	73,097	74,438
10.0	1.450			74,320	74,320	75,705	77,097
11.0	1.500			76,883	76,883	78,318	79,755
12.0	1.550			79,445	79,445	80,928	82,416
13.0	1.600			82,008	82,008	83,539	85,073

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

14.0	1.020		83,646	83,646	85,210	86,774
15.0	1.030		84,468	84,468	86,045	87,624
16-17	1.040		85,288	85,288	86,881	88,475
18-19	1.050		86,108	86,108	87,715	89,325
20-21	1.060		86,928	86,928	88,551	90,175
22-23	1.070		87,747	87,747	89,388	91,025
24-25	1.080		88,569	88,569	90,223	91,878
26-27	1.090		89,389	89,389	91,059	92,729
28-29	1.100		90,209	90,209	91,892	93,578
30.0	1.110		91,026	91,026	92,729	94,430

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

SALARY SCHEDULE A
2025-2026 SALARY SCHEDULE

2025-2026: Salary Schedule A for 2025-2026 shall increase by 3% over 2024-2025 levels: except the parties will re-open negotiations on the wage scale increase for 2025-2026 if UUAL or OPEB credit is not extended to the school year. There shall be a one (1) step advancement beyond 2024-2025 step placement: except one additional step advancement will occur for bargaining unit members who did not receive a step during the 2019-2020 school year. Bargaining unit members who are eligible will have lateral column movement in 2025-2026 upon submission and approval of academic credits.

SALARY SCHEDULE A-IIa

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

STEP	INDEX	BA	BA+20	MA	MA+15	MA+30
1.0	1.000	49,338	50,325	52,791	53,778	54,765
2.0	1.050	51,805	52,841	55,432	56,467	57,504
3.0	1.100	54,274	55,356	58,072	59,156	60,241
4.0	1.150	56,737	57,873	60,710	61,844	62,980
5.0	1.200	59,204	60,389	63,351	64,533	65,719
6.0	1.250	61,673	62,905	65,990	67,224	68,457
7.0	1.300	64,140	65,420	68,631	69,911	71,195
8.0	1.350	66,606	67,938	71,269	72,601	73,933
9.0	1.400	69,072	70,452	73,910	75,290	76,671
10.0	1.450	71,540	72,970	76,549	77,976	79,409
11.0	1.500	74,007	75,485	79,190	80,668	82,148
12.0	1.550	76,472	78,002	81,828	83,356	84,889
13.0	1.600	78,939	80,519	84,468	86,045	87,625

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

14.0	1.020	80,519	82,130	86,156	87,766	89,378
15.0	1.030	81,308	82,935	87,002	88,627	90,253
16-17	1.040	82,098	83,740	87,847	89,487	91,129
18-19	1.050	82,888	84,546	88,691	90,346	92,004
20-21	1.060	83,676	85,348	89,536	91,208	92,881
22-23	1.070	84,467	86,155	90,379	92,069	93,756
24-25	1.080	85,255	86,960	91,226	92,930	94,634
26-27	1.090	86,043	87,766	92,070	93,791	95,511
28-29	1.100	86,836	88,571	92,916	94,649	96,385
30.0	1.110	87,625	89,376	93,757	95,511	97,263

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

SALARY SCHEDULE A
2025-2026 SALARY SCHEDULE

SALARY SCHEDULE A-IIb

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

STEP	INDEX	BA	BA+18	BA+30	MA	MA+15	MA+30
1.0	1.000	49,338	50,325	52,791	52,791		
2.0	1.050	51,805	52,841	55,432	55,432		
3.0	1.100	54,274	55,356	58,072	58,072		
4.0	1.150	56,737	57,873	60,710	60,710		
5.0	1.200	59,204	60,389	63,351	63,351	64,533	65,719
6.0	1.250	61,673	62,905	65,990	65,990	67,224	68,457
7.0	1.300		65,420	68,631	68,631	69,911	71,195
8.0	1.350		67,938	71,269	71,269	72,601	73,933
9.0	1.400		70,452	73,910	73,910	75,290	76,671
10.0	1.450			76,549	76,549	77,976	79,409
11.0	1.500			79,190	79,190	80,668	82,148
12.0	1.550			81,828	81,828	83,356	84,889
13.0	1.600			84,468	84,468	86,045	87,625

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

14.0	1.020		86,156	86,156	87,766	89,378
15.0	1.030		87,002	87,002	88,627	90,253
16-17	1.040		87,847	87,847	89,487	91,129
18-19	1.050		88,691	88,691	90,346	92,004
20-21	1.060		89,536	89,536	91,208	92,881
22-23	1.070		90,379	90,379	92,069	93,756
24-25	1.080		91,226	91,226	92,930	94,634
26-27	1.090		92,070	92,070	93,791	95,511
28-29	1.100		92,916	92,916	94,649	96,385
30.0	1.110		93,757	93,757	95,511	97,263

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

SALARY SCHEDULE A
2026-2027 SALARY SCHEDULE

2026-2027: Salary Schedule A for 2026-2027 shall increase by 3% over 2025-2026 levels: except the parties will re-open negotiations on the wage scale increase for 2026-2027 if UUAL or OPEB credit is not extended to the school year. There shall be a one (1) step advancement beyond 2025-2026 step placement: except one additional step advancement will occur for bargaining unit members who did not receive a step during the 2018-2019 school year. Bargaining unit members who are eligible will have lateral column movement in 2026-2027 upon submission and approval of academic credits.

SALARY SCHEDULE A-IIa

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

STEP	INDEX	BA	BA+20	MA	MA+15	MA+30
1.0	1.000	50,818	51,835	54,375	55,391	56,408
2.0	1.050	53,359	54,427	57,095	58,161	59,229
3.0	1.100	55,902	57,016	59,814	60,930	62,048
4.0	1.150	58,439	59,609	62,531	63,699	64,870
5.0	1.200	60,980	62,200	65,251	66,469	67,690
6.0	1.250	63,523	64,792	67,970	69,241	70,510
7.0	1.300	66,064	67,383	70,690	72,009	73,331
8.0	1.350	68,605	69,976	73,407	74,779	76,151
9.0	1.400	71,144	72,566	76,127	77,549	78,971
10.0	1.450	73,686	75,159	78,846	80,315	81,792
11.0	1.500	76,228	77,750	81,566	83,088	84,612
12.0	1.550	78,766	80,342	84,283	85,857	87,436
13.0	1.600	81,308	82,935	87,002	88,627	90,254

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

14.0	1.020	82,935	84,593	88,740	90,399	92,059
15.0	1.030	83,748	85,423	89,612	91,285	92,960
16-17	1.040	84,561	86,252	90,482	92,172	93,863
18-19	1.050	85,375	87,083	91,352	93,057	94,765
20-21	1.060	86,187	87,909	92,222	93,944	95,667
22-23	1.070	87,001	88,739	93,091	94,831	96,569
24-25	1.080	87,813	89,569	93,963	95,717	97,473
26-27	1.090	88,625	90,399	94,832	96,605	98,376
28-29	1.100	89,441	91,228	95,703	97,489	99,276
30.0	1.110	90,254	92,057	96,570	98,376	100,181

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

SALARY SCHEDULE A
2026-2027 SALARY SCHEDULE

SALARY SCHEDULE A-IIb

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

STEP	INDEX	BA	BA+18	BA+30	MA	MA+15	MA+30
1.0	1.000	50,818	51,835	54,375	54,375		
2.0	1.050	53,359	54,427	57,095	57,095		
3.0	1.100	55,902	57,016	59,814	59,814		
4.0	1.150	58,439	59,609	62,531	62,531		
5.0	1.200	60,980	62,200	65,251	65,251	66,469	67,690
6.0	1.250	63,523	64,792	67,970	67,970	69,241	70,510
7.0	1.300		67,383	70,690	70,690	72,009	73,331
8.0	1.350		69,976	73,407	73,407	74,779	76,151
9.0	1.400		72,566	76,127	76,127	77,549	78,971
10.0	1.450			78,846	78,846	80,315	81,792
11.0	1.500			81,566	81,566	83,088	84,612
12.0	1.550			84,283	84,283	85,857	87,436
13.0	1.600			87,002	87,002	88,627	90,254

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

14.0	1.020		88,740	88,740	90,399	92,059
15.0	1.030		89,612	89,612	91,285	92,960
16-17	1.040		90,482	90,482	92,172	93,863
18-19	1.050		91,352	91,352	93,057	94,765
20-21	1.060		92,222	92,222	93,944	95,667
22-23	1.070		93,091	93,091	94,831	96,569
24-25	1.080		93,963	93,963	95,717	97,473
26-27	1.090		94,832	94,832	96,605	98,376
28-29	1.100		95,703	95,703	97,489	99,276
30.0	1.110		96,570	96,570	98,376	100,181

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

SALARY SCHEDULE A
2027-2028 SALARY SCHEDULE

Full Wage Reopener, including steps and lanes.

It will be a bargaining unit member's responsibility to gain and retain written pre-approval for SCECHs to be considered for lateral advancement on the pay scale. The pre-approval must be obtained from the Director of Instruction and Learning or designee. This process will only consider SCECHs pre-approved after ratification of the 2024-2028 Agreement. Additionally, it will be the responsibility of bargaining unit members to retain supporting documentation (e.g., MOECS reports) to substantiate the accrual of SCECHs.

When a bargaining unit member believes that he/she is eligible for lateral movement on the pay scale, he/she shall submit an original unopened hard copy of (or secure digital access to) an updated transcript, and/or evidence of accrued, pre-approved SCECHs (Beyond District Provided Professional Development (DPPD)).

375 pre-approved SCECHs shall equate to fifteen graduate course hours for consideration of lane movement. A bargaining unit member must earn a Master's degree before advancing past the BA+30 lane, regardless of the number of SCECHs for credit hours. For purposes of lane advancement past the MA lane, only SCECHs or graduate credit earned after placement on the MA lane shall be considered.

Lateral movement on the pay scale shall take place one time per year (start of first semester). Documentation substantiating a bargaining unit member's eligibility to move laterally on the pay scale shall be submitted to the Human Resources Office at least fourteen (14) calendar days prior to the start of the first semester (first day with students). If the documentation is not submitted in a timely fashion, the movement on the pay scale will be postponed to the start of the second semester.

Where applicable, an individual "stuck" at a given step, due to a lack of earned credits or accrued continuing education clock hours, shall remain at their given step until such time that they've gained the additional credits/hours necessary to change "lanes." Once an individual is eligible to move laterally, they will automatically be eligible to move down the pay scale. *One additional step for every three years of instruction "stuck."*

Step Advancement: Step advancement shall be granted at the beginning of every school year.

SALARY SCHEDULE B
FRINGE BENEFITS

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

The MESSA-PAK Plan A includes the following:

1. **Health Insurance:**

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

-OR-

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

-OR-

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

-OR-

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

-OR-

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

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

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

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

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

The Board's monthly contribution for medical benefit plan costs for the 2022-2023 and 2023-2024 school years shall be as follows:

Single Subscriber: \$641.90/month

Two Person Subscriber: \$1,342.42/month

Full Family Subscriber: \$1,760.65/month

January 1 each contract year this amount will increase to the maximum amount allowed by the state hard cap, or if no hard cap exists by law, the contribution shall increase by the percentage increase in insurance costs from the previous year up to 5%.

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

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

2. Negotiated Term Life Insurance to each teacher in the amount of \$50,000 with AD&D coverage that will be paid to the teacher's designated beneficiary(s).
3. Negotiated Long Term Disability 50%
\$4,500 Maximum Monthly Income Benefit
\$9,000 Maximum Eligible Salary
60 Calendar Days Modified Fill
Maternity Coverage – yes
Social Security Offset –Primary
Freeze on Offsets - yes
Pre-existing Condition Waiver - yes
Alcoholism/Drug Addition - same as any other illness
Mental/Nervous Condition - same as any other illness
2-year own occupation

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

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

- B. Employees not electing health insurance subsidy through the District may apply the

equivalent of an individual employee's single subscriber premium toward any of the MESSA sponsored options. This is a MESSA PAK PLAN B as follows:

1. Negotiated Long Term Disability 50% same as Plan A
2. Negotiated Life: \$50,000 with AD&D
3. Vision (plan year July 1 – June 30): MESSA Vision Preferred
4. Delta Dental Group Auto Plus 100: 90/90/90: (\$3,000 UCR Class I & II maximum)
(plan year is July 1 – June 30)

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

- 1 – 34 enrolled = \$200 per month
- 35 – 37 enrolled = \$300 per month
- 38 – 40 enrolled = \$350 per month
- 41 – 43 enrolled = \$400 per month
- 44 – 47 enrolled = \$450 per month
- 48 or more enrolled = \$500 per month

Employees may only choose cash-in-lieu if they first present evidence that they otherwise have health insurance meeting the affordability and coverage requirements of the Affordable Care Act.

D. Conditions affecting all Board subsidized insurance programs.

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

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

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

3. Casual employees (long-term substitutes):

- | | | |
|----|--|-------|
| a. | First sixty (60) work days of employment | None |
| b. | After sixty (60) work days of employment | Full* |

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

4. In the event that a teacher has exhausted paid sick leave, insurance benefits shall continue uninterrupted for a period of not to exceed one (1) year beyond the time the teacher's sick bank is exhausted.
5. In the event a teacher is terminated or resigns during the school year, insurance benefits shall be continued through the month following the month that such termination or resignation occurs.
6. In the event a teacher dies during the school year and providing the policy permits continued coverage, the Board shall continue payments of applicable premiums through the following June 30. If the teacher dies after the completion of the school year and providing the policy permits continued coverage, the Board shall continue payments of applicable premiums through August 31st that year.
7. While on layoff, a teacher will have the option to remain an active participant in selected insurance programs herein outlined by contributing thereto the full amount of such coverage provided the insurance carrier allows continued enrollment. Monies for coverage may also be paid in equal monthly installments, but such installments shall be forwarded to the Board in sufficient time to allow the Board to meet payment procedures as determined by the insurance carrier. Failure to forward the installments in a timely manner may result in cancellation of the selected insurance plan(s).
8. The Board shall make payment of insurance premiums for all teachers who completed their contractual obligation to assure insurance coverage for the July 1 through June 30, periods that fall with the duration of this Agreement. Open enrollment periods shall be jointly established by the Board, the Association and the Insurance Company representative, including opportunities for summer pre-enrollment and fall open enrollment.
- E. In the event of the teacher's death while still in the employ of the District, accrued monies shall be paid to the teacher's spouse or designated beneficiary. If the teacher does not have a written beneficiary designation on file with the District, the funds will be paid in accordance with the priorities set forth in the Payment of Wages Act.

**SCHEDULE C- EXTRA CURRICULAR
For 2024-2028 School Years**

Base salary is the BA base at Step 1

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

Head 7 th	Football	7.0	7.5	8.0	8.5
Asst. 7 th (1)	Football	6.5	7.0	7.5	8.0
		Step 1	Step 2	Step 3	Step 4
Varsity	Golf	8.0	8.5	9.5	10.5
Asst. Varsity*	Golf	5.5	6.0	6.5	7.0
Head Coach	Hockey	14.0	14.5	15.5	16.0
Asst. Coach	Hockey	9.0	9.5	10.0	10.5
Varsity	Soccer	11.0	11.5	12.5	13.5
Asst. Varsity	Soccer	5.5	6.0	6.5	7.0
JV	Soccer	9.0	9.5	10.0	10.5
Varsity	Lacrosse	11.0	11.5	12.5	13.5
Asst. Varsity	Lacrosse	5.5	6.0	6.5	7.0
Varsity	Softball	11.0	11.5	12.5	13.5
Asst. Varsity	Softball	5.5	6.0	6.5	7.0
JV	Softball	9.0	9.5	10.0	10.5
8 th	Softball	5.5	6.0	6.5	7.0
Head Varsity	Tennis	10.0	10.5	11.5	12.5
Asst. Varsity	Tennis	7.5	8.0	8.5	9.0
Head Varsity	Track	11.0	11.5	12.5	13.5
Asst. Varsity	Track	8.5	9.0	9.5	10.0
Head Middle School	Track	7.0	7.5	8.0	8.5
Asst. Middle School	Track	6.5	7.0	7.5	8.0
Varsity	Volleyball	12.0	12.5	13.5	14.5
Asst. Varsity	Volleyball	5.5	6.0	6.5	7.0
JV	Volleyball	8.5	9.0	9.5	10.0
9 th	Volleyball	6.5	7.0	7.5	8.0
8 th	Volleyball	6.5	7.0	7.5	8.0
7 th	Volleyball	6.5	7.0	7.5	8.0

Head Varsity	Wrestling	14.5	15.0	16.0	17.0
Asst. Varsity	Wrestling	9.5	10.0	10.5	11.0
Head Middle School	Wrestling	7.0	7.5	8.0	8.5
Asst. Middle School	Wrestling	6.5	7.0	7.5	8.0

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

Base salary is the BA base at Step 1

2024 - 2028	
<u>THE ARTS</u>	
Band Director	17.5
Assistant Band Director	10.8
Middle School Band Director	7.7
Intermediate Band Director	\$250/performance
Sr. High Chorus	9.2
Middle School Chorus/Theatre	6.5
High School Theatre (1,2,3)	3.0
Intermediate School Music Theatre	3.0
High School Musical Director	9.0
High School Musical Music Coach	3.0
Elementary Musicals	\$250/performance
Children's Theatre (if not a class)	6.0
Children's Theatre (if a class)	2.0
High School Play (Fall)	3.3
High School Talent Show	3.3
<u>STUDENT ENGAGEMENT</u>	
High School Student Council	7.0

High School Student Council Asst.	3.1
Middle School Student Council	5.5
National Honor Society	6.0
National Art Honor Society	3.0
Sr. High Science Olympiad	8.0
Middle School Science Olympiad	4.0
Sr. High Yearbook (*if not a class)	7.8
Sr. High Yearbook (if a class)	2.0
Middle School Yearbook	5.5
High School Paper	4.7
Gymnastics	9.4
Debate – Forensics	7.8
<u>ADVISING</u>	
Senior Class Advisor	4.7
Senior Class Assistant	3.1
Junior Class Advisor	3.9
Junior Class Assistant	2.3
Sophomore Class Advisor	2.3
Sophomore Class Assistant	1.6
Freshman Class Advisor	2.0
Freshman Class Assistant	1.95
Team Leader (6)	4.5

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

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

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

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

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

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



REETHS-PUFFER SCHOOLS

2024-2025 School Calendar



The date and times for Open Houses & Conferences will be communicated by the Building Principal.

AUGUST 2024

August 20 _____ New Teacher Orientation
August 21 _____ Teacher Professional Development
August 26 _____ **First Day of School - Half days for Aug. 26 - 29**
August 26 - 29 _____ **K - 12 AM Only**
August 26 & 29 _____ Half Day for Staff
August 30 _____ **K - 12 No School - Labor Day Holiday**

SEPTEMBER 2024

September 2 _____ **K - 12 No School - Labor Day Holiday**

OCTOBER 2024

October 4 _____ **K - 12 Am Only** - Teacher Professional Development
October 14-15 _____ **No School - Fall Break**
October 25 _____ **K - 12 AM Only** - Records Day - End of 1st Marking Period

NOVEMBER 2024

November 1 _____ **K - 12 Am Only** - Teacher Professional Development
November 27 _____ **K - 12 No School**
November 28 - 29 _____ **K - 12 No School - Thanksgiving Break**

DECEMBER 2024

December 6 _____ **K - 12 Am Only** - Teacher Professional Development
December 20 _____ **K - 12 Am Only** - Students and Staff
December 23 _____ **K - 12 No School - Winter Holiday Begins- Dec. 23 - Jan. 3**

JANUARY 2025

January 6 _____ School Resumes
January 10 _____ **K - 12 Am Only** - Teacher Professional Development
January 15 _____ **9 - 12 Am Only** - Student Exams
January 16 _____ **9 - 12 Am Only** - Student Exams
January 17 _____ **9 - 12 Am Only** - Student Exams
January 17 _____ **K - 12 Am Only** - Records Day - End of 2nd Marking Period - End of 1st Semester
January 20 _____ **K - 12 No School - Martin Luther King Jr. Day** - Teacher Professional Development

FEBRUARY 2025

February 7 _____ **K - 12 Am Only** - Teacher Professional Development
February 17 & 18 _____ **K - 12 No School - Mid-Winter Break**



REETHS-PUFFER SCHOOLS

2024-2025 School Calendar



The date and times for Open Houses & Conferences will be communicated by the Building Principal.

MARCH 2025

March 7 _____ **K - 12 Am Only**- Teacher Professional Development

March 21 _____ **K - 12 Am Only** - Records Day - End of 3rd Marking Period

APRIL 2025

April 3 _____ **K - 12 Am Only** - Students and Staff

April 4 _____ **K - 12 No School**

April 7 _____ **K - 12 No School - Spring Break - Apr. 7 - Apr. 11**

April 18 _____ **K - 12 Am Only**- Teacher Professional Development

MAY 2025

May 2 _____ **K - 12 Am Only**- Teacher Professional Development

May 26 _____ **K - 12 No School - Memorial Day**

JUNE 2025

June 4 _____ **9 - 12 AM Only** - High School Exams

June 5 and 6 _____ **K - 12 AM Only - Students**

9 - 12 - High School Exams

K - 12 Records Day PM - End of 4th Marking Period - End of 2nd Semester

June 6 _____ **K - 12 AM Only - Students & Staff**

9 - 12 - High School Exams

Last day of School for students

June 9 _____ **Staff Full PD Day - No students**

APPENDIX II
GRIEVANCE REPORT FORM

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

Building _____

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

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

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

STEP 2: (Union) (Formal Written Level)

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

Union Signature: _____ Date _____

STEP 3: (Building Level Administration)

- A. Signature and date received by Principal:

_____ Date _____

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

Administrator Signature: _____ Date: _____

STEP 4: (Union) (Appeal to Superintendent)

A. Position of Grievant and/or Association:

Union Signature: _____ Date: _____

STEP 5: (Superintendent Level)

A. Signature and date received by Superintendent or Designee:

_____ Date _____

B. Disposition of Superintendent or Designee:

Administrator Signature: _____ Date: _____

STEP 6: (Union) (Demand for Arbitration)

C. Position of Grievant and/or Association:

Union Signature: _____ Date: _____



5D+™ Rubric for Instructional Growth and Teacher Evaluation

We know that building the capacity of teachers will lead to better instruction and greater learning for all students. Helping educators understand what good teaching looks like is at the heart of the Center for Educational Leadership's 5D+ Rubric for Instructional Growth and Teacher Evaluation – a growth-oriented tool for improving instruction.

Dimensions of the

5D+ Rubric for Instructional Growth and Teacher Evaluation

The 5D+ Rubric for Instructional Growth and Teacher Evaluation is based on the 5 Dimensions of Teaching and Learning™ (5D™) instructional framework, which is derived from an extensive study of research on the core elements that constitute quality instruction. These core elements have been incorporated into the 5D framework and 5D+ Rubric as five dimensions: Purpose, Student Engagement, Curriculum & Pedagogy, Assessment for Student Learning, and Classroom Environment & Culture. The 5D+ Rubric also includes Professional Collaboration and Communication, which is based on activities and relationships that teachers engage in outside of classroom instruction.

Organization of the

5D+ Rubric for Instructional Growth and Teacher Evaluation

The 5D+ Rubric is composed of 30 indicators of teacher performance, which are grouped by dimension. In the example below: the dimension is *Purpose* and the indicator is *Learning target(s) connected to standards*. The pages are colored-coded by dimension.

P1	Purpose			
	Unsatisfactory	Basic	Proficient	Distinguished
Learning target(s) connected to standards	Lessons are not based on grade level standards or there are no learning targets aligned to the standard. The daily learning targets do not change daily.	Lessons are based on grade level standards. The daily learning targets align to the standard.	Lessons are based on grade level standards. The daily learning targets align to the standard. Students can explain the learning target(s) in their own words.	Lessons are based on grade level standards. The daily learning targets align to the standard. Students can explain why the learning target(s) are important.

Performance Levels

Performance levels within each indicator are used to delineate teaching practice, from unsatisfactory to basic, proficient and distinguished. The sophistication of teaching practice and the role of students increase across the levels of performance. The language describing each performance level has been carefully examined by a psychometrician to assure clarity, to avoid the risk of a teacher being rated more than once for similar teaching behavior, and to ensure that each indicator evaluates only one aspect of teaching practice. A careful analysis of instructional practice leads to the determination of a teacher's performance level on each indicator.

Resources and Support

The 5D+ Rubric for Instructional Growth and Teacher Evaluation is available as a downloadable PDF on the University of Washington Center for Educational Leadership website at www.k-12leadership.org/teacher-eval. You will also find associated resource materials and a description of the services CEL can provide to support your implementation.

5D+™ Rubric for Instructional Growth and Teacher Evaluation

	Purpose			
	Unsatisfactory	Basic	Proficient	Distinguished
P1	Learning target(s) connected to standards			
	Lessons are not based on grade level standards or there are no learning targets aligned to the standard or the targets do not change daily.	Lessons are based on grade level standards. The daily learning target(s) align to the standard.	Lessons are based on grade level standards. The daily learning target(s) align to the standard. Students can rephrase the learning target(s) in their own words.	Lessons are based on grade level standards. The daily learning target(s) align to the standard. Students can rephrase the learning target(s) in their own words. Students can explain why the learning target(s) are important.
P2	Lessons connected to previous and future lessons, broader purpose and transferable skill			
	Lessons are rarely linked to previous and future lessons.	Lessons are clearly linked to previous and future lessons.	Lessons are clearly linked to previous and future lessons. Lessons link to a broader purpose or a transferable skill.	Lessons are clearly linked to previous and future lessons. Lessons link to a broader purpose or a transferable skill. Students can explain how lessons build on each other in a logical progression.
P3	Design of performance task			
	Performance tasks do not require a demonstration of thinking connected to the learning target.	Performance tasks require a demonstration of thinking connected to the learning target.	Performance tasks require a demonstration of thinking connected to the learning target. Performance tasks require application of discipline-specific concepts or skills.	Performance tasks require a demonstration of thinking connected to the learning target. Performance tasks require application of discipline-specific concepts or skills. Students are able to use prior learnings/understandings to engage in new performance tasks.
P4	Communication of learning target(s)			
	Teacher rarely states or communicates with students about the learning target(s).	Teacher states the learning target(s) once during the lesson and checks for student understanding of the learning target(s).	Teacher communicates the learning target(s) through verbal and visual strategies and checks for student understanding of the learning target(s).	Teacher communicates the learning target(s) through verbal and visual strategies, checks for student understanding of the learning target(s), and references the target(s) throughout instruction.
P5	Success criteria			
	The success criteria for the learning target(s) are nonexistent or vague.	Success criteria are present but may lack alignment to the learning target(s) and/or may not be used by students for learning.	Success criteria are present and align to the learning target(s). With prompting from the teacher, students use the success criteria to communicate what they are learning.	Success criteria are present and align to the learning target(s). Students use the success criteria to communicate what they are learning.

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5D+™ Rubric for Instructional Growth and Teacher Evaluation

Student Engagement				
Unsatisfactory		Basic	Proficient	Distinguished
SE1	Quality of questioning			
Teacher does not ask questions to probe and deepen student understanding or uncover misconceptions.		Teacher asks questions to probe and deepen student understanding or uncover misconceptions.	Teacher asks questions to probe and deepen student understanding or uncover misconceptions. Teacher assists students in clarifying their thinking with one another.	Teacher asks questions to probe and deepen student understanding or uncover misconceptions. Teacher assists students in clarifying and assessing their thinking with one another. Students question one another to probe for deeper thinking.
SE2	Ownership of learning			
Teacher rarely provides opportunities and strategies for students to take ownership of their learning.		Teacher provides opportunities and strategies for students to take ownership of their learning. Most locus of control is with teacher.	Teacher provides opportunities and strategies for students to take ownership of their learning. Some locus of control is with students in ways that support student learning.	Teacher provides opportunities and strategies for students to take ownership of their learning. Most locus of control is with students in ways that support student learning.
SE3	Capitalizing on students' strengths			
Teacher has little knowledge of how students' strengths (academic background, life experiences and culture/language) could be used as an asset for student learning.		Teacher has knowledge of students' strengths (academic background, life experiences and culture/language) and applies this knowledge in limited ways not connected to the unit goals.	Teacher capitalizes on students' strengths (academic background, life experiences and culture/language) and applies this knowledge in limited ways connected to the unit goals.	Teacher capitalizes on students' strengths (academic background, life experiences and culture/language) and applies this knowledge in a variety of ways connected to the unit goals.
SE4	Opportunity and support for participation and meaning making			
Teacher does not use engagement strategies and structures that facilitate participation and meaning making by students. Few students have the opportunity to engage in discipline-specific meaning making.		Teacher uses engagement strategies and structures that facilitate participation and meaning making by students. Some students have the opportunity to engage in discipline-specific meaning making.	Teacher sets expectations and provides support for engagement strategies and structures that facilitate participation and meaning making by students. Most students have the opportunity to engage in discipline-specific meaning making.	Teacher sets expectations and provides support for engagement strategies and structures that facilitate participation and meaning making by students. All students have the opportunity to engage in discipline-specific meaning making. Meaning making is often student-led.
SE5	Student talk			
Talk is dominated by the teacher and/or student talk is unrelated to the discipline.		Student talk is directed to the teacher. Talk reflects discipline-specific knowledge. Students do not provide evidence for their thinking.	Student talk is a mix of teacher-student and student-to-student. Talk reflects discipline-specific knowledge and ways of thinking. Students provide evidence to support their thinking.	Student talk is predominantly student-to-student. Talk reflects discipline-specific knowledge and ways of thinking. Students provide evidence to support their thinking. Students press on thinking to expand ideas for themselves and others.

5D+™ Rubric for Instructional Growth and Teacher Evaluation

Curriculum & Pedagogy				
	Unsatisfactory	Basic	Proficient	Distinguished
CP1	Alignment of instructional materials and tasks			
	Instructional materials and tasks do not align with the purpose of the unit and lesson.	Instructional materials and tasks align with the purpose of the unit and lesson.	Instructional materials and tasks align with the purpose of the unit and lesson. Teacher makes intentional decisions about materials to support student learning of content and transferable skills.	Instructional materials and tasks align with the purpose of the unit and lesson. Teacher makes intentional decisions about materials to support student learning of content and transferable skills. Materials and tasks align with students' levels of challenge.
CP2	Teacher knowledge of content			
	Teacher demonstrates a lack of knowledge of discipline-based concepts and habits of thinking by making content errors.	Teacher demonstrates an understanding of how discipline-based concepts and habits of thinking relate to one another or build upon one another within a unit.	Teacher demonstrates an understanding of how discipline-based concepts and habits of thinking relate to one another or build upon one another over the course of an academic year.	Teacher demonstrates an understanding of how discipline-based concepts and habits of thinking relate to one another or build upon one another over the course of an academic year as well as in previous and future years.
CP3	Discipline-specific teaching approaches			
	Teacher rarely uses discipline-specific teaching approaches and strategies that develop students' conceptual understanding and discipline-specific habits of thinking.	Teacher uses discipline-specific teaching approaches and strategies that develop students' conceptual understanding and discipline-specific habits of thinking at one or two points within a unit.	Teacher uses discipline-specific teaching approaches and strategies that develop students' conceptual understanding and discipline-specific habits of thinking throughout the unit, but not daily.	Teacher uses discipline-specific teaching approaches and strategies that develop students' conceptual understanding and discipline-specific habits of thinking on a daily basis.
CP4	Differentiated instruction for students			
	Teacher does not use strategies that differentiate for individual learning strengths and needs.	Teacher uses one strategy – such as time, space, structure or materials – to differentiate for individual learning strengths and needs.	Teacher uses multiple strategies – such as time, space, structure and materials – to differentiate for individual learning strengths and needs.	Teacher uses multiple strategies – such as time, space, structure and materials – to differentiate for individual learning strengths and needs. Teacher provides targeted and flexible supports within the strategies.
CP5	Use of scaffolds			
	Teacher does not provide scaffolds that are related to or support the development of the targeted concepts and/or skills. If teacher uses scaffolds, he or she does not release responsibility to students.	Teacher provides scaffolds that are clearly related to and support the development of the targeted concepts and/or skills. Using scaffolds, the teacher gradually releases responsibility to students to promote learning and independence.	Teacher provides scaffolds that are clearly related to and support the development of the targeted concepts and/or skills. Using scaffolds, the teacher gradually releases responsibility to students to promote learning and independence. Students expect to be self-reliant.	Teacher provides scaffolds that are clearly related to and support the development of the targeted concepts and/or skills. Using scaffolds, the teacher gradually releases responsibility to students to promote learning and independence. Students expect to be self-reliant. Students use scaffolds across tasks with similar demands.

5D+™ Rubric for Instructional Growth and Teacher Evaluation

Assessment for Student Learning				
	Unsatisfactory	Basic	Proficient	Distinguished
A1	Student self-assessment			
	Teacher does not provide an opportunity for students to assess their own learning in relation to the success criteria for the learning target(s).	Teacher provides an opportunity for students to assess their own learning in relation to the success criteria for the learning target(s) in ways that may not deepen student understanding of progress toward the target(s).	Teacher provides an opportunity for students to assess their own learning in relation to the success criteria for the learning target(s) in ways that deepen student understanding of progress toward the target(s).	Teacher provides an opportunity for students to assess their own learning in relation to the success criteria for the learning target(s) in ways that deepen student understanding of progress toward the target(s). Students use success criteria for improvement.
A2	Student use of formative assessments over time			
	Students do not use formative assessments to assess their own learning.	Students use formative assessments at least two to three times per year/course to assess their own learning, determine learning goals, and monitor progress over time.	Students use formative assessments at least two to three times per year/course and use formative assessments within a unit or two to assess their own learning, determine learning goals, and monitor progress over time.	Students use formative assessments at least two to three times per year/course and use formative assessments within each unit to assess their own learning, determine learning goals, and monitor progress over time.
A3	Quality of formative assessment methods			
	Assessment tasks are not aligned with the learning target(s).	Assessment tasks allow students to demonstrate learning. The quality of the assessment methods provides no information about student thinking and needs.	Assessment tasks allow students to demonstrate learning. The quality of the assessment methods provides limited information about student thinking and needs.	Assessment tasks allow students to demonstrate learning. The quality of the assessment methods provides comprehensive information about student thinking and needs.
A4	Teacher use of formative assessments			
	Teacher does not use formative assessments to modify future lessons, make instructional adjustments, or give feedback to students.	Teacher uses formative assessments to modify future lessons or makes in-the-moment instructional adjustments based on completion of task(s).	Teacher uses formative assessments to modify future lessons, makes in-the-moment instructional adjustments based on student understanding, and gives general feedback aligned with the learning target(s).	Teacher uses formative assessments to modify future lessons, makes in-the-moment instructional adjustments based on student understanding, and gives targeted feedback aligned with the learning target(s) to individual students.
A5	Collection systems for formative assessment data			
	Teacher does not have routines for recording formative assessment data.	Teacher has an observable system and routines for recording formative assessment data but does not use the system to inform instructional practice.	Teacher has an observable system and routines for recording formative assessment data and periodically uses the system to inform instructional practice.	Teacher has an observable system and routines for recording formative assessment data and uses the system to inform day-to-day instructional practice.

5D+™ Rubric for Instructional Growth and Teacher Evaluation

Classroom Environment & Culture				
	Unsatisfactory	Basic	Proficient	Distinguished
CEC1	Classroom arrangement and resources			
	Physical environment of the classroom is unsafe or resources are not accessible to all students to support their learning during the lesson.	The physical environment is safe. The resources, materials and technology in the classroom relate to the content or current unit and are accessible to all students.	The physical environment is safe. The resources, materials and technology in the classroom relate to the content or current unit and are accessible to all students. The arrangement of the room supports and scaffolds student learning and the purpose of the lesson.	The physical environment is safe. The resources, materials and technology in the classroom relate to the content or current unit and are accessible to all students. The arrangement of the room supports and scaffolds student learning and the purpose of the lesson. Students use resources and the arrangement of the room for learning.
CEC2	Learning routines			
	Learning routines for discussion and collaborative work are absent.	Learning routines for discussion and collaborative work are present but may not result in effective discourse. Students are held accountable for completing their work but not for learning.	Learning routines for discussion and collaborative work are present, and result in effective discourse. Students are held accountable for completing their work and for learning.	Learning routines for discussion and collaborative work are present, and result in effective discourse. Students independently use the routines during the lesson. Students are held accountable for completing their work and for learning. Students support the learning of others.
CEC3	Use of learning time			
	Instructional time is frequently disrupted.	Some instructional time is lost through inefficient transitions or management routines. Teacher responds to student misbehavior with uneven results.	Instructional time is maximized in service of learning through efficient transitions, management routines and positive student discipline. Student misbehavior is rare.	Instructional time is maximized in service of learning through efficient transitions, management routines and positive student discipline. Students manage themselves, assist each other in managing behavior, or exhibit no misbehavior.
CEC4	Student status			
	Teacher does not develop positive teacher-student relationships that attend to students' well-being. Patterns of interaction or lack of interaction promote rivalry and/or unhealthy competition among students or some students are relegated to low status positions.	Teacher demonstrates positive teacher-student relationships that foster students' well-being. Patterns of interaction between teacher and students and among students may send messages that some students' contributions are more valuable than others.	Teacher and students demonstrate positive teacher-student and student-student relationships that foster students' well-being and develop their identity as learners. Patterns of interaction between teacher and students and among students indicate that all are valued for their contributions.	Teacher and students demonstrate positive teacher-student and student-student relationships that foster students' well-being and develop their identity as learners. Patterns of interaction between teacher and students and among students indicate that all are valued for their contributions. Teacher creates opportunities for student status to be elevated.
CEC5	Norms for learning			
	Classroom norms are not evident and/or do not address risk-taking, collaboration, respect for divergent thinking or students' cultures.	Classroom norms are evident but result in uneven patterns of interaction that do not encourage risk-taking, collaboration, respect for divergent thinking and students' cultures.	Classroom norms are evident and result in patterns of interaction that encourage risk-taking, collaboration, respect for divergent thinking and students' cultures.	Classroom norms are evident and result in patterns of interaction that encourage risk-taking, collaboration, respect for divergent thinking and students' cultures. Students self-monitor or remind one another of the norms.

5D+™ Rubric for Instructional Growth and Teacher Evaluation

Professional Collaboration & Communication				
Unsatisfactory		Basic	Proficient	Distinguished
PCC1	Collaboration with peers and administrators to improve student learning			
PCC2	Teacher rarely collaborates with peers or engages in inquiry for the purpose of improving instructional practice or student learning.	Teacher collaborates and engages in inquiry with peers and administrators for the purpose of improving instructional practice and student learning. Teacher provides minimal contributions.	Teacher collaborates and engages in inquiry with peers and administrators for the purpose of improving instructional practice and student learning. Teacher contributes to collaborative work.	Teacher collaborates and engages in inquiry with peers and administrators for the purpose of improving instructional practice, and student and teacher learning. Teacher occasionally leads collaborative work and/or teacher serves as a mentor for others' growth and development.
	Communication and collaboration with parents and guardians			
PCC3	Teacher rarely communicates in any manner with parents and guardians about student progress.	Teacher communicates with all parents and guardians about goals of instruction and student progress, but usually relies on one method for communication or requires support or reminders.	Teacher communicates with all parents and guardians about goals of instruction and student progress using multiple tools to communicate in a timely and positive manner. Teacher considers the language needs of parents and guardians.	Teacher communicates with all parents and guardians about goals of instruction and student progress using multiple tools to communicate in a timely and positive manner. Teacher considers the language needs of parents and guardians. Teacher effectively engages in two-way forms of communication and is responsive to parent and guardian insights.
	Communication within the school community about student progress			
PCC4	Teacher maintains student records. Teacher rarely communicates student progress information to relevant individuals within the school community.	Teacher maintains student records. Teacher communicates student progress information to relevant individuals within the school community; however, performance data may have minor flaws or be narrowly defined (e.g., test scores only).	Teacher maintains accurate and systematic student records. Teacher communicates student progress information – including both successes and challenges – to relevant individuals within the school community in a timely, accurate and organized manner.	Teacher maintains accurate and systematic student records. Teacher communicates student progress information – including both successes and challenges – to relevant individuals within the school community in a timely, accurate and organized manner. Teacher and student communicate accurately and positively about student successes and challenges.
	Support of school, district and state curricula, policies and initiatives			
PCC5	Teacher is unaware of or does not support school, district or state initiatives. Teacher violates a district policy or rarely follows district curricula/pacing guide.	Teacher supports and has an understanding of school, district and state initiatives. Teacher follows district policies and implements district curricula/pacing guide.	Teacher supports and has an understanding of school, district and state initiatives. Teacher follows district policies and implements district curricula/pacing guide. Teacher makes pacing adjustments as appropriate to meet whole-group needs without compromising an aligned curriculum.	Teacher supports and looks for opportunities to take on leadership roles in developing and implementing school, district and state initiatives. Teacher follows district policies and implements district curricula/pacing guide. Teacher makes pacing adjustments as appropriate to meet whole-group and individual needs without compromising an aligned curriculum.
	Ethics and advocacy			
PCC6	Teacher's professional role toward adults and students is unfriendly or demeaning, crosses ethical boundaries, or is unprofessional.	Teacher's professional role toward adults and students is friendly, ethical and professional and supports learning for all students, including the historically underserved.	Teacher's professional role toward adults and students is friendly, ethical and professional and supports learning for all students, including the historically underserved. Teacher advocates for fair and equitable practices for all students.	Teacher's professional role toward adults and students is friendly, ethical and professional and supports learning for all students, including the historically underserved. Teacher advocates for fair and equitable practices for all students. Teacher challenges adult attitudes and practices that may be harmful or demeaning to students.

