

## AGREEMENT

This Agreement by and between the Board of Education of the Richmond Community School District, Macomb and St. Clair Counties, Michigan, hereinafter called the "Board" and MEA-NEA Local 1 and NEA (Michigan Education Association/National Education Association), hereinafter called the "Association" is entered into on the (i.e. 15<sup>th</sup> day of June, 2007).

WHEREAS, the Board and the Association recognize and declare that providing a quality education for children of the Richmond Community School System is their mutual aim and that the character of such education depends on many factors which include quality, morale, cooperativeness and dedication of the teaching staff, administrators and the community, and

WHEREAS, the Board has statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel 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 I RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative for all certified teaching personnel and social workers of the Richmond Community School District, whether under contract, on leave, or employed by the Board excluding: Superintendent, Assistant Superintendent, Principals, Assistant Principals, Administrative Assistants, Business Managers, Directors, Full Time Coordinators and Supervisors, Adult Education Instructors, Administrative Interns, Summer School Employees, Athletic Directors, Daily Substitutes and Student Teachers. The Board agrees not to negotiate with any teacher's organization other than the Association for the duration of this Agreement unless otherwise required by law.
- B. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the appropriate unit described in ARTICLE I, Section A, and reference to male teachers shall include female teachers.
- C. Any individual contract between the Board and an individual teacher, heretofore executed shall be expressly subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

Included in each teacher's individual contract, shall be a statement indicating his annual salary, amount to be paid and his placement on the appropriate salary schedule. Extra pay will be used on an adjusting memo, which will be a rider to the teaching contract.

ARTICLE II  
ASSOCIATION AND TEACHER RIGHTS

- A. Pursuant to the Michigan Public Employees Relations Act, the Board hereby agrees that every certified 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 aide and protection. As a duly elected body exercising government power under color of law, of the State of Michigan, the Board is duly bound by the Act and other laws of Michigan and 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/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceedings with respect to any terms or conditions of employment under this Agreement.

The Association agrees to maintain its eligibility to represent all employees by continuing to admit such employees to membership without discrimination on the basis or race, creed, color, age, national origin, sex, marital status or any other participation in, or association with the activities of any employee organization. The Board agrees to continue its policy of non-discrimination against any employee on the basis of race, creed, color, age, national origin, sex, marital status, or any other participation in, or association with the activities of any employee organization.

- B. The rights granted to teachers hereunder shall be deemed to be in addition to those provide by law.
- C. The Association and its representatives shall have the right to use school buildings for meetings upon request to the appropriate administrator.
- D. The Association and its representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property, provided that this shall not interfere with or interrupt school operations. Persons not employed by Richmond Community Schools will report their presence in any building to the school principal's office during school hours.
- E. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines and all types of audio-visual equipment, when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use.
- F. The Association shall have the right to post notice of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use the teacher mailboxes for communications to teachers and shall be allowed the use of the district internal mail service.
- G. The Board agrees to furnish to the Association, in response to requests, all available information concerning the financial resources of the district for collective bargaining, together with information which may be necessary for the Association to process any grievance or complaint.
- H. Teachers shall be entitled to full rights of citizenship and no political or religious activities, or lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such teachers. The private and personal life of a teacher may result in discredit to

the teaching profession and to the school system of which he is a part; such conduct shall be a concern of both parties to this agreement.

- I. Reprimands, warnings and discipline for any infractions of rules or delinquency in professional performance are sometimes necessary. A teacher receiving a reprimand, warning or discipline may discuss the problem further by making an appointment with the appropriate administrator. The teacher may have a member of the Association present as a witness by said teacher's written notice to the appropriate administrator.
- J. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. All charges will be made in writing (and subject to a hearing).
- K. The Board agrees to accept no student teacher for pre-service experience without the express written approval of the Association. The Association agrees, whenever possible, to operate within the guidelines of the MEA and Region 6 Student Teacher Policy.

Supervisory teachers of student teachers/interns shall be tenured teachers possessing the minimum of a Masters degree or 10 years experience in academic preparation, who voluntarily accept the assignment.

### ARTICLE III BOARD RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, 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 of the United States.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Constitution and Laws of the State of Michigan, and the Constitution of the United States.

### ARTICLE IV PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

- A. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association, including NEA and the MEA. Such authorization shall continue in effect from year to year, unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct one-twentieth (1/20) of such dues from the regular salary check of the teacher each pay period for ten months, beginning in September and ending in June of each year. Deductions for teachers employed after the commencement of the school year, shall be appropriately pro-rated to complete payments by the following June. For the proper administration of the provisions of this Article, the Association shall provide the Board monthly with the names of those teachers who have joined or contributed a representation fee by means other than a payroll deduction plan.

Pursuant to *Aboud v. Detroit Federation of Teachers*, 431 US 209.240 (1977), the Association established a procedure set forth in the "Policy Regarding Objections to Political-Ideological

Expenditures". If any person paying service fees hereunder objects to the expenditures by the Association (including MEA or NEA) of any fund collected from him/her, pursuant to this article, such person may present such objection pursuant to that Policy and the procedure therein set forth; however, challenge to any such expenditure shall not relieve the person of the obligation of paying for the service fee or any portion thereof pending final determination thereunder. The remedies set forth under such Policy shall be exclusive and unless and until such procedures, including any judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by such objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.

- B. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall, as a condition of employment, pay as a Representative Benefit Fee to the Association an amount equal to the Professional Dues of the Association, including the MEA and the NEA, provided however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in the preceding paragraph A. In the event that a teacher shall not pay such Representation Benefit Fee directly to the Association or authorized payment through payroll deductions, as provided in the preceding paragraph, the Board may cause the termination of employment of such teacher. Such termination of the affected teacher, shall in no case take place later than the end of the first semester in which he is employed in the district. The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article is just and reasonable cause of discharge of employment, since the establishment of such Representation Benefit Fee is herewith deemed to be the sum required to insure that non-members pay their proportionate share of the costs of obtaining and administering the benefits to be received hereunder.
- C. The procedure in all cases of discharge for violation of this Article shall be as follows:
1. The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Board in the event that compliance is not effected.
  2. If the teacher fails to comply, the Association may file charges, in writing, with the Board, and shall request termination of the teacher's employment. A copy of the notice of non-compliance and proof of service shall be attached to said charge.
  3. The Board, only upon receipt of said charges and request for termination, shall conduct a hearing on said charges, and to the extent that said teacher is protected by the provisions of the Michigan Tenure Teachers Act, all proceedings shall be in accordance with said Act. In the event of compliance at any time prior to discharge, charges will be withdrawn. The Association, in the processing of charges, agrees not to discriminate between various persons who may have refused to pay the Professional Dues and/or Representation Fee.
- D. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for membership dues or equivalent fee, the Board agrees to promptly remit to the Association that portion allocated to the Association and to remit the balance of both the NEA and the MEA, to the Michigan Education Association, 1216 Kendale Boulevard, P.O. Box 673, East Lansing, MI 48823, accompanied by an alphabetical list of teachers for whom such deductions have been made,

categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished. The Association agrees promptly to advise the Board of all members of the Association in good standing from time to time and to furnish any other information needed by the Board to fulfill the provisions of this Article, and not otherwise available to the Board.

- E. This Article shall be effective upon ratification of this agreement, and all sums payable hereunder shall be determined from said date.
- F. Teachers have the right to join any teacher organization, but membership in a teacher organization shall not be required as a condition of employment.
- G. As a condition of the effectiveness of this Section, the Association agrees to indemnify and save Richmond Community Schools, the Board and each individual School Board Member, and all Administrators, harmless against any and all claims, demands, costs, suits, or other forms of liability and all court or administrative agency costs that may arise out of, or by reason of, action taken by the Board for the purpose of complying with this Article.
  - 1. The Association has the right to choose the legal counsel to defend any said suit or action.
  - 2. The Association shall have the right to compromise or settle any claim made against the Board under this Section.
- H. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, MEA-PAC and NEA-PAC, or any other plans or programs jointly approved by the Association and the Board.

ARTICLE V  
TEACHING HOURS AND CLASSLOAD

- A. A teacher's work day shall consist of seven (7) clock hours.
- B. A teacher shall report to his/her teaching station or its adjacent hall area not later than five (5) minutes before the beginning of the school day.
- C. The normal weekly teaching load for kindergarten teachers shall be 27 ½ assigned teaching hours in 1996-1997, 28 hours 55 minutes in 1997-1998 and 29 hours 5 minutes in 1998-1999. Periods when kindergarten classes are receiving instruction in music and physical education, maybe used by the regular classroom teacher for preparation time.
- D. A teacher's day shall consist of:
  - 1. No more than five hours, thirty five minutes of teacher contact time in 1996-1997, five hours, fifty-two minutes in 1997-1998, and five hours, fifty-four minutes in 1998-1999 of teacher-pupil contact (including passing time in grades 7-12).
  - 2. An uninterrupted lunch period of no less than thirty (30) minutes.
  - 3. A preparation period served either before or after the student day, at the individual teacher's choice.
  - 4. Periods when classes in grades 1-6 are receiving instruction in music, physical education and art may be used by the regular classroom teacher for preparation time, however,

classroom teachers are encouraged to coordinate with the art and music instructors to foster a synergistic relationship between the regular classroom instruction and the art and music instruction.

Beginning in the 2000-2001 school year, elementary teachers in grades K-6 shall have a weekly preparation time of 250 minutes. During the daily preparation time for teachers, special instruction for students will be provided in areas such as art, music, physical education, computer technology and library.

Beginning in the 2000-2001 school year, secondary teachers will have five (5) class periods of teaching time and one (1) period of preparation time each day. Starting in the 2000-2001 school year, the daily teacher-student contact time shall not exceed five hours and 20 minutes.

- E. A preparation period of forty-five (45) minutes in 1996-1997, twenty-five (25) minutes in 1997-1998, and twenty-three (23) minutes in 1998-1999 shall be served at the beginning or end of the day. Ten (10) additional minutes in 1996-1997 and eight (8) additional minutes in 1997-1998 and 1998-1999 shall be served at the opposite end of the day. Ten (10) minutes in 1996-1997 and eight (8) minutes in 1997-1998 and 1998-1999 at either end of the day, the teacher shall remain in the building and be available and accessible for consultation with parents and students. Prior to the beginning of the year, the individual teacher will make a choice, in writing, as to when the 45/10, 25/8, or 23/8 minute preparation period will take place.

On Fridays or days preceding holidays or vacations, teachers serving a morning preparation period, may leave at the end of the pupil's day. Teachers with an afternoon preparation period, may leave upon completion of the preparation period, which commences immediately at the end of the pupil's day.

- F. Special teachers (art, music, physical education, etc.) will be scheduled so that their assignment most nearly approximates the load of a regular classroom teacher. To facilitate this provision, due consideration will be given to: (1) facilities, (2) preparation of subject, (3) transportation of supplies and materials, (4) number of students, and (5) transportation between buildings.
- G. If the State requirements for minimum days and hours of pupil instruction change during the life of this Agreement, representative of the Association and the Board shall meet for the purpose of bargaining the school calendar and hours of instruction. It is intent of the parties that no additional days or hours of instruction will be scheduled other than the minimum required by the State.
- H. Newly employed first year teachers shall be assigned the lowest class size of their teaching levels. No high school teacher shall be required to accept any assignment that requires more than four (4) daily preparations. If possible, a new teacher will be given an assignment with less than four (4) preparations.
- I. Since each kindergarten teacher is responsible for two classes of students, the teacher will be given 1 ½ days of additional release time for parent-teacher conferences when scheduled. Such release time will be provided by utilizing substitute teachers to cover kindergarten classes during this time.

- J. Within each building at the beginning of the school year, monthly time shall be mutually established, which upon notice on or before the preceding school day, can be utilized for general meetings of the staff for up to 60 minutes per month, immediately before or after the teacher's regular school day. If an emergency arises, the notification time may be waived and additional meetings may be called.
- K. Teacher's are encouraged to attend extra-curricular activities and are expected to participate in other school related functions within reason.
- L. If by mutual consent of the parties, a district-wide program of in-service teacher education is instituted, an Ad Hoc Committee of six (6) members, three (3) appointed by the Association and three (3) appointed by the Board, shall conduct a study of such program. The Committee shall make determination as to the frequency of the in-service meetings and the content and format of such meetings.
- M. All teachers in the system shall have a duty free, uninterrupted lunch period. In kindergarten through grade four, this period shall not be less than thirty (30) minutes. All other teachers shall have a period of not less than thirty (30) minutes.
- N. There will be an Ad Hoc Committee consisting of the Superintendent, the Building Principals, the Curriculum Coordinator, and one (1) Board Member. Two (2) teachers from grades K-4, two (2) teachers from grades 5-8, and two (2) teachers from grades 9-12 shall be appointed by the Association for this Committee. The purpose of the Committee is the development, review and implementation of curriculum.
- O. The Association and Board agree on shared time as follows:
1. Salary will be based upon the percentage of a full-time position worked.
  2. The percent of a full-time position worked will be awarded toward seniority
  3. Teachers may select a benefit package equal to a dollar amount commensurate with the percentage of a full-time position held, provided the insurance carrier will also approve.
  4. Shared-time teachers are expected to attend staff meetings and all parent/teacher conferences for the full period of time. Example: if parent/teacher conferences are morning and evening, shared-time teachers will attend both morning and evening sessions.
- P. In the event a block schedule is deemed a possibility at the secondary level, a committee shall be formed to study options and to recommend a block schedule plan. Said committee shall consist of one teacher from each department and/or grade level involved, and one administrator from each affected building. The Association shall appoint teacher members of the committee. A teacher's involvement in the committee shall not be used against the teacher by way of negative evaluation or discipline.

If meetings are held after regular school hours, teacher members shall be reimbursed at the current staff development rate.

ARTICLE VI  
TEACHING CONDITIONS

The parties recognize that optimum school facilities for both students and teachers are designed to insure the high quality of education that is the goal of both the Association and the Board. It also acknowledged, that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day, should be directed toward insuring that the energy of the teacher is primarily utilized to this end.

A. The pupil-teacher ratio, when teaching to the individual differences of the child, is an important aspect of an effective educational program. The parties agree that a class size will be maintained as follows:

1. Class size not to exceed 30 students per self-contained classroom in grades K-6.
2. Class size not to exceed 21 students in Junior Primary.
3. Class size not to exceed grant requirements or state guidelines for Fresh Fours and Preschool programs and 15 per section in Young Fives.
4. Class size in grades 7-12 shall not exceed 190 student contacts per day. There shall be no more than 35 per class period.
5. Class size shall not exceed 45 students in physical education, except that when a full gym is utilized by two physical education teachers with two classloads, the limit shall be 80 students.

Nothing contained herein shall limit special large classes (i.e., band, choir) and experimental instruction classes jointly agree to by the Board and the Association.

The number of special education students placed in any self-contained classroom from Young Fives to grade 6 shall be equalized. The number of special education students in grades 7-12, shall not exceed eight (8) per section. The foregoing limits may be exceeded when a co-teacher, certified in special education, is assigned to the classroom.

Every effort will be made to equalize the number of special education students placed in any self-contained classroom or section in the secondary grades.

For the purposes of this Article, the official tally for class size will be the 1<sup>st</sup> official count day of the school year. If the aforesaid limits are exceeded at any time following the fourth Friday count, the Association and the affected teacher(s) will sit down with the Administration to determine a resolution. For the purposes of class size count in self-contained classrooms, all students who appear on the regular classroom teacher's attendance roll shall be counted as full time students except for those for which the teacher is not responsible to grade.

B. Any teacher who will be providing instructional or other services to a handicapped student in a regular education classroom setting shall be invited, in writing, to participate in the Individual Educational Planning Committee (IEPC) which may initially place (or continue the placement of) the student in a regular education classroom. Whenever possible, such written notification will be made five (5) school days prior to the IEPC. Individual teachers may need to attend the IEPC at different times so that one substitute can be utilized for the release time necessary for each teacher to attend.

At the time of the IEPC meeting, at which the handicapped or medically fragile student is placed in a classroom, there shall be a teacher consultant assigned to the student (if one has not already

been assigned). Medically fragile students are those who are chronically ill and/or medical-technology dependent, and/or who have life-threatening conditions that require immediate medical attention. Prior to placement, the teacher consultant will advise the teacher regarding the problems presented by the student's handicap or medical condition and instructional behavioral management of the student. If a teacher consultant is not assigned and the teacher perceives the need for training and/or assistance in dealing with the student, the teacher may communicate the need for additional training to the building administrator and the Special Education Director. Within ten (10) school days, a meeting shall be held, attended by the teacher, teacher consultant, the principal (or designee) and the Director of Special Education to decide if additional training and/or assistance is required, and the manner and/or content of additional training and/or assistance to be provided.

Teachers will not be required to administer tracheotomy suctioning, catheterization (including clean intermittent catheterization) or tube feeding to students. Prior to the classroom placement of a student who requires one or more of these procedures, the teacher will be advised in writing regarding how to handle emergencies that might arise as a result of the student's condition.

- C. The Board recognizes that appropriate books, supplies, and equipment are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board undertakes promptly to implement all joint decisions thereon made by its representatives and the Association.
- D. The Board and the Administration mutually recognize the importance of continuous use of adequate teaching reference materials in maintaining a high level of professional performance. In furtherance of that recognition, the Board shall provide a teacher reference library in the district and include therein all texts, which are reasonably requested by the teachers.
- E. The Board agrees to make available in each school adequate typing, duplicating, word processing facilities and clerical personnel to aid teachers in the preparation of instructional materials.
- F. The Board shall provide:
  - 1. A separate desk for each teacher in the district with a lockable drawer space.
  - 2. Suitable closet space for each teacher to store coats, overshoes and personal articles.
  - 3. Adequate chalkboard or whiteboard space in every classroom.
  - 4. Copies, exclusively for each teacher's use, of all texts used in each of the courses he/she is to teach and a copy of the instruction manuals per building for all software programs and education related equipment the teacher is expected to use.
  - 5. A collegiate dictionary in every classroom upon request of the teacher.
  - 6. Storage space in each classroom for instructional materials and equipment to hold all materials required subject to the physical limitations of the classroom.
  - 7. Attendance books, grade books, paper, pencils, pens, chalk, erasers and other such materials required in daily teaching responsibility, the established curriculum and its associated budget.
  - 8. Gym uniforms for physical education teachers, smocks for art and home economics teachers, laboratory coats for science teachers, director's uniform for high school band

director, shop coats for vocational and industrial education teachers. Proper laundering service for all said items shall be provided without charge to the teacher.

- G. The Board shall make available in each school, lunchroom, restroom and lavatory facilities exclusively for teacher use and at least one furnished room which shall exclusively be reserved for use a faculty lounge. Provisions for such facilities will be made in all future buildings.
- H. Telephone facilities shall be made available to teachers for their reasonable use. Toll calls will be charged to teachers if not related to school business.
- I. Upon the request of the Association, vending machines shall be installed in the teacher's lounge and lunchroom areas. The proceeds from all such machines shall be placed in a teacher's fund created for that purpose.
- J. Adequate off street parking facilities shall be provided and properly maintained and identified exclusively for teacher use.
- K. When both students and teachers are in the building, neither shall be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their health, safety or well-being. In emergency situations when students are required to stay in the building, teachers will be required to stay as long as the students need their supervision.
- L. Except in cases involving the safety of students, teachers shall endeavor to respond to electronic communications (e-mail) within two (2) school days.
- M. The provisions contained in this section apply to all School Improvement Plans (SIP) as provided in Public Act 25 of 1989, Section 1277.
  - 1. Participation in any building or district School Improvement Committee is voluntary. At the building level, the teachers in the building will elect the teacher representatives on an annual basis. At the district level, the Association will select the teacher representatives.
  - 2. Participation or non-participation on a building or district School Improvement Committee shall not be used as criteria for negative evaluation or discipline.
  - 3. Committee decisions that require a deviation from the Agreement will be permitted only after a properly executed Letter of Agreement between the Association and the Board.
  - 4. Teachers who serve on the SIP Committee shall be paid on pro-rated hourly wages based on BA Step ) for all meeting time beyond the regular school day to a maximum of \$1200. A teacher shall not be required to serve on an unpaid basis beyond the maximum payment level, however, once a teacher has agreed to serve on a paid basis, service shall be mandatory for that teacher until the payment maximum has been reached except in cases of emergency or resignation.
  - 5. SBD Committee members shall be granted release time for committee meetings when such meetings are held during school hours.
- N. If any teacher is complained against or sued as a result of action taken by the teacher while in proper performance of his/her duties for the Board of Education, to the extent that coverage therefore does not exist under the teacher's professional liability coverage, the Board will provide legal counsel and render all necessary assistance to the teacher in his/her defense.

- O. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these values can be best transmitted in an atmosphere, which is free from censorship, indoctrination and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.

Academic freedom in teaching will be encouraged for all teachers who shall exercise such freedom within the framework of the curriculum and school policies. The teacher is expected to teach the students in the best manner of which he/she is capable.

- P. In the event the District, either alone or as part of a consortium of other school districts makes an agreement to operate or cooperate in the operation of a public school academy, as defined in MCL 380.503 (4), before the said public school academy operates or before implementation of such an agreement, the district will enter into negotiations with the Association concerning the impact of same on the members of the Association.
- Q. The Board may offer classes at the high school from the Michigan Virtual High School or Michigan Virtual University during the regular school hours in compliance with state regulations. The parties agree as follows:

1. A Virtual High School class may be offered for which there are fewer than ten students enrolled from the regular high school schedule;
2. A Virtual University class may be offered for eligible students as determined by state rules and regulations;
3. The on-site mentor teacher position will be a bargaining unit position;
4. The position will be filled on a voluntary basis;
5. The assignment will be considered an extra duty;
6. The teacher will be paid at the rate of \$125 per student semester; the mentor teacher will not be expected to create lesson plans, teach lessons, or evaluate student progress, however, the on-site mentor shall abide by the provisions of the March 2003 On-Site Mentor Teacher Handbook.
7. There will be no reduction in the total number of bargaining unit members employed or the hours worked as a result of the District's participation in the program;
8. Teachers of Virtual High School classes must meet the same standards as newly hired Richmond teachers.
9. To the extent possible, the on-site mentor will be a content-area teacher in the content of the on-line classes.

- R. At the elementary level, an assessment committee will provide oversight for the elementary assessment program. The committee will be composed of one teacher from each grade level, a representative of the Association president, two administrators selected by the superintendent. Membership on the committee shall be voluntary. In the event there is more than one volunteer from a grade level, the representative shall be chosen by lot.

The Committee will be charged with the responsibility of making:

1. Recommendations regarding assessments.
2. Implementation guidelines for the use of assessments
3. Recommend appropriate training for teachers in the administration of the assessments.

ARTICLE VII  
PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

- A. As a condition of employment all teachers teaching for the first time in the Richmond Community Schools or who are returning after a year's absence shall be required to have a physical examination at the expense of the Board of Education by a physician designated by the Board. In the event the teacher chooses to have a physical examination performed by a physician other than the one designated by the Board, the examination shall be at the teacher's expense.
- B. Chest X-rays or tuberculin tests shall be required once every three (3) years for all teachers. Each teacher must submit proof of freedom from tuberculosis to the Superintendent's Office before the first paycheck in September will be issued.
- C. No new teacher shall be employed by the Board for a regular teacher assignment who does not have a Bachelor's degree from an accredited college and/or university, and/or a special, provisional or permanent certificate.
- D. The employment of teachers whose certification is based on the Michigan full year permit is to be permitted only in case of absolute necessity or where the teacher has outstanding credentials and the Association shall be so notified in each instance and the Board shall indicate the extent to which it has endeavored to fill the position with a fully certificated person.
- E. A person with a Bachelor's degree who is eligible for the Michigan substitute permit shall be employed only in the cases of absolute necessity or where the teacher has outstanding credentials and the Association shall be so notified in each instance and the Board shall indicate the extent to which it has endeavored to fill the position with a fully certificated person. In no event will such a person be employed in a regular full time position for more than two (2) consecutive years. The individual contract shall provide for immediate termination in the event a person with a valid provisional or permanent certificate can be employed.
- F. Persons with less than a Bachelor's degree who are eligible only for the Michigan substitute permit shall be employed by the Board on a day-to-day substitute basis. Substitutes employed in a single classroom for more than thirty (30 ) school days shall have a Bachelor's degree.
- G. Teachers shall not be assigned outside the scope of their teaching certificates or their major or minor field of study except temporarily and for good cause and the Association shall be notified in each instance, along with a written statement of reasons for such assignment. Temporary shall be defined for purpose of this Article as not to extend beyond the current school year.
- H. All teachers shall be given written notice of their assignment which shall include number of periods, number of preparations and subject taught and/or grade level for the forthcoming year no later than the preceding first day of June.

In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly and consulted. The following criteria shall define a change in a teacher's schedule:

1. Reassignment to a different building.
  2. In the elementary, reassignment to a different grade.
  3. In the secondary, reassignment of class loads in which more than one additional preparation will be required (total preparations not to exceed those as stated in ARTICLE V, paragraph G).
  4. In the secondary, reassignment to another department.
  5. In middle school, reassignment to a different grade or another subject.
- I. After the notice of assignment given by June 1<sup>st</sup>, until the succeeding June 1<sup>st</sup> assignments, no involuntary change of assignments as defined above shall be made without the consent of the teacher, except in cases of emergency, or to prevent undue disruption of the instructional programs, or for changes in staff requirements due to shifts in the student distribution and/or scheduling conflicts. The Superintendent shall notify the affected teacher and the Association, in writing, of the reasons for such transfers. If the teacher objects to such reassignment, he may submit the dispute for resolution through the grievance procedure, or he may resign his position, in good standing, within ten (10) days of the notification of reassignment by mutual agreement. In no event will changes in teacher's schedules be made later than the 15<sup>th</sup> day of August preceding the commencement of the school year except by mutual agreement of the administration and the Association. The terms and conditions of transfers shall be super-ceded by the provisions of the paragraph relating to seniority in the event of a staff reduction.
- J. If a change in a teacher's certification will occur because of classes taken during the summer, the Superintendent must be given proof of enrollment by July 15<sup>th</sup>. If the class will not be completed more than 30 days before the first teacher work day, a letter from the instructor indicating that the class will be successfully completed must be submitted 30 days prior to the first teacher work day. If the class is completed, the grade must be submitted 30 days prior to the first teacher work-day.

Failure to comply with these dates will result in a teacher being unable to use this new certification to change positions until the following year.

## ARTICLE VII VACANCIES, PROMOTIONS AND TRANSFERS

- A. The Board declares its support of a policy of filling vacancies including extra pay positions from within its own teaching staff. A vacancy shall be defined for purpose of this agreement as a position presently unfilled. A position presently filled but which will be open in the future, or a new position that is not currently in existence. Whenever a vacancy arises or is anticipated, the Superintendent shall promptly post notice of same on a bulletin board in each school building for not less than two (2) weeks before the position is filled and notify the Association. Vacancies shall be filled on the basis of experience, competency and qualifications of the applicant and length of service in the District. Any new positions shall be posted with accompanying job descriptions. An applicant with less service in the District shall not be awarded such position unless his qualifications shall be substantially superior.

- B. The Board recognizes the advantage of having experienced teachers fill teaching vacancies that occur in the district. To that end, the Board agrees to post all vacancies with the MEA/NEA Local 1 office for a period of no less than five (5) calendar days prior to any other posting outside the district. The Board agrees to grant an interview to applicants from MEA/NEA Local 1.
- C. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by teachers for transfer to a different class, building, or position shall be made in writing, on forms furnished by the Board, one copy of which shall be filed with the Superintendent and one copy shall be filed with the Association. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications. Such requests shall be renewed once each year to assure active consideration by the Board. Transfers shall be defined for purposes of this agreement as a change in work location, a change in grade level or subject area taught, or a change in position.
- D. The Association recognizes that when vacancies occur during the school year it may be difficult to fill them from within the District without undue disruption to the existing instructional program. If the Superintendent, in his/her reasonable judgment so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the current semester at which time the position will be considered vacant.
- E. Any teacher who shall be transferred to an administrative or executive position and shall later return to a teacher status shall be entitled to retain such rights as he/she may have had under this agreement prior to such transfer to supervisory or executive status.
- F. In the event the Board voluntarily enters into consolidation of the district with another district(s), the Board shall guarantee fulfillment of the terms of this agreement for its duration.

ARTICLE IX  
SICK LEAVE DAYS

- A. A total of ten (10) days at the beginning of each year is granted each teacher for sick leave. Teachers working during the summer months will be given one day per month of sick leave prorated. Unused portions of these days may be accumulated up to 145. All accumulated days at the time of the signing of this contract will be honored. The Board may ask for and be given proper evidence of authenticity of reason given for absences. However, before taking action on cases of alleged abuse, the Board shall first submit them to the Association for it to investigate. The Association's report of its findings and recommendation on the case shall be forwarded to the Board, within seven (7) days of being notified. Sick leave days may be used as follows:
  - 1. Sick leave days may be used for either personal or family illness. Family shall be defined as mother, father, spouse, children or any other person defined as a dependent by the I.R.S. Sick leave for family illness may only be used in the event of serious illness or when no other person is available to stay with such family member. The Board may require verification should there be a reason to believe that there has been abuse of this provision.

- B. Teachers who have accumulated more than 145 sick days at the end of the 2007-2008 school year have these days frozen at that level. The Board may offer to pay out the value of days in excess of 145 upon approval of the teacher. Payment shall be made at the rate in effect at the time of payout pursuant to the formula provided in Article XVI, Paragraph I.
- C. Teachers shall be permitted to be absent from their duties without loss of pay or leave days for reasons of death as follows:
  - 1. For reasons of death in the immediate family for up to five (5) duty days for each occurrence. In cases where considerable distance of travel is involved, the Superintendent may allow additional days as needed.

The immediate family shall be defined as spouse, children, father or mother of either spouse, sibling of either spouse, spouse of sibling of either spouse, grandchildren, grandparent of either spouse, stepchildren or any other person acceptable as an exemption on the teacher's income tax or anyone who makes their home with the teacher and/or in the judgment of the Superintendent is emotionally dependent on the teacher.

- D. Teachers shall be permitted to be absent from their duties without loss of pay or leave days because of mumps, scarlet fever, measles, chicken pox, head lice, or impetigo for up to ten (10) duty days.
- E. Teachers shall be permitted to be absent from their duties without loss of pay or leave days for taking selective service examinations.
- F. When absences resulting from a major personal injury arising out of and in the course of employment with the Richmond Community Schools which entitles the injured teacher to compensation under the provisions of the Worker's Compensation Act occur, the School District shall supplement the Worker's Compensation check with an amount sufficient to equal the regular salary for a period not to exceed the accumulated allowable days of absence providing all Worker's Compensation checks covering the period from the date of the injury to the expiration of the accumulated allowable days of absence are turned into the Superintendent's Office for recording.
- G. Sick Leave Bank—A sick band has been established. It will be directed and administered by a committee of three (3) tenure teachers and the Superintendent as an ex officio member.

- 1. Participation in the sick band is mandatory for all teachers. Each new participant shall contribute one day at the beginning of the school year.
- 2. A maximum number of days to be accumulated within the bank shall be a number equal to three times the number of the full teaching staff. When the bank is depleted to less than twice the number of full teaching staff, each teacher shall contribute one day to build it up again.
- 3. Additions will be made to the bank at the beginning of each fiscal year according to the above limitations.
- 4. A teacher must first spend all of his/her personal sick leave accumulation before applying to the Sick Bank. Sick Bank use shall not exceed the number of leave days between the exhaustion of the teacher's personal sick leave days and the

commencement of long-term disability coverage. If the teacher has less than twenty (20) day of leave accumulation, the illness or injury must be covered by absence without pay, except that when a teacher who has been on the Bank suffers a relapse, he will not be subject to the waiting period. Following the twentieth (20) day of absence, or the expenditure of accumulated leave days as indicated above, whichever is later, a teacher may apply for use of the Bank. A tenure teacher shall have the use of the Sick Leave Bank extended into the following school year for up to a maximum usage if the injury or illness shall make it necessary.

5. Application for withdrawals from the Bank shall be made to the Sick Bank Committee, which is selected by the teachers. The Committee shall be responsible for authenticating the claim of illness or injury, as well as, the eligibility of a teacher to draw on the Bank. Each September, the teachers shall select one (1) member to the committee for a three (3) year term. Copies of the Committee's decision on applications shall be forwarded to the Superintendent, President of the Association, the applicant, and a copy retained for permanent filing by the district.
6. The Association shall indemnify and hold the district harmless against any and all claims that may arise out of this section (Sick Leave Bank) of the Master Agreement as it applies to the Associations' decisions, administration, and operation of the Sick Bank.

- H. The Board will grant up to twelve (12) weeks of Family and Medical Leave during any twelve (12) month period to eligible employees in accordance with the Family and Medical Leave Act (FMLA) of 1993.

All requests for such leave will be made to the superintendent. When the need is foreseeable, notice will be given thirty (30) days before the start of the FMLA leave. If it is not possible for the employee to give thirty (30) days notice, the employee must give as much notice as practicable.

Proper certification of the reason for the leave must be provided. An employee may be required to use all available personal leave time for all or part of the duration of the FMLA leave, with any balance of time being without pay. At the end of the FMLA leave, the employee will be returned to his/her position held prior to the leave.

## ARTICLE X PROFESSIONAL AND PERSONAL LEAVE

- A. The Board may grant professional leave days with pay, for members of the teaching staff to attend conferences, school visitations and meetings to improve their competency in their teaching field. Teachers will submit requests for such leave in advance, in writing, and accompany their request with a meeting agenda when possible. The number of leaves granted may be limited by the administration, when necessary, to assure reasonable distribution among the total staff within the approved budget. Written application for such visitation is to be submitted to the principal at least one week in advance of the proposed visit. Such application shall describe the place and purpose of the visit and the potential value to the school district.

B. Teachers shall be permitted to be absent from their duties without loss of pay for reasons of personal business subject to the following conditions:

1. A maximum of three (3) days each year, not chargeable against accumulated allowable days of absence shall be granted.
2. Personal business shall be defined as bona fide business that requires the presence of the teacher, the times of which are beyond the control of the teacher and reasonably cannot be conducted at any time other than during the school day.
3. Requests for absence because of activities arising out of employment other than with the Richmond Community Schools shall not be approved.
4. Notification of use for personal leave must be made to the Superintendent or his/her designee at least five (5) work days in advance except in cases of unforeseen emergency.
5. Parties mutually agree that these days are not to be used as vacation days and may not be taken the day before or the day after a vacation or holiday. Appeals for unforeseen emergencies may be made to the Superintendent of his/her designee.
6. A teacher planning to use a business day, or days, shall notify the immediate supervisor or principal immediately upon knowing his/her need to take a business day.
  - a. The principal/immediate supervisor may question the reason for the business day, if the principal/supervisor has evidence the teacher did not make proper use of the day.

<u>SAMPLE FORM</u>	
Name _____	Date _____
Date Business Day Requested _____	
I hereby request a personal business day and also state that the use of this day is defined as business that requires my presence on said day, and that the business cannot be conducted at any other time. I further state that this day will not be used as vacation or the extension of a vacation period.	

7. Any teacher not using all of his/her personal business leave days in a given school year will have any unused days added to his/her accumulated sick days the following school year, or at the option of the teacher, each of the days may be redeemed at the end of the school year at 75% of the substitute teacher rate.

- C. A teacher taking not more than one (1) sick day in a school year will receive one (1) personal day the following school year. A teacher taking no sick days in a school year will receive two (2) personal days the following school year.

Such days shall be accumulated up to five (5).

1. A personal day is defined as a leave day that may be taken at any time, for any reason, with 48 hours of notice to the building principal. However, no more than two of such days may be taken consecutively and on a first come, first served basis, provided however, not more than four persons per day in the district may be absent on such leave.
  2. Such days may be redeemed at any time for a payment of one-half (1/2) of a substitute's daily pay. Notice of such redemption must be made seven (7) days in advance of payment.
  3. A teacher may opt to convert such leave days to sick leave days.
- D. Absence for jury service by a teacher will not be chargeable to the sick leave or personal leave allowance and the school district will pay the difference in salary between his/her daily salary and any fee he/she is paid for jury duty.
- E. Teachers shall be paid the difference between his daily salary and any fee he is paid as a witness for appearance before administrative bodies or courts only if subpoenaed on behalf of the administration, or for court appearances involving litigation arising out of the teacher's employment where the teacher has been finally adjudged not guilty of culpable conduct in her/her employment and such other cases as the Board in its discretion shall decide.
- F. At the beginning of each school year the Association shall be credited with thirty (30) days to be used by the Association President and/or his/her officers, agents, or appointees; such use to be at the discretion of the President of the Association for solving school system problems. The Superintendent shall be notified three (3) days in advance whenever possible. No more than two (2) teachers from each school shall be gone at the same time. The Association also understands that whenever any days are used, they will reimburse the district for the cost of the substitute teacher(s) used. In addition, the Association President shall be permitted a total of ten (10) days of released time upon request. The Association shall reimburse the Board for one-half the cost of the substitute teacher used. The Board shall provide the Association President one (1) school period release time per school day with full pay and all fringe benefits paid by the Board.

## ARTICLE XI SABBATICAL LEAVE

Sabbatical leaves may be granted to teachers subject to the approval of the Board of Education upon the recommendation of the Superintendent, when in their considered judgment the professional competence of the staff member and the general welfare of the school district will be benefited.

Sabbatical leave is granted to teachers to permit them to improve their ability to render educational service to the District. Such improvement is usually achieved by formal study, research and/or writing and educational travel. Applications for other types of experience shall be considered on their merits and may be approved by the Board upon recommendation of the Superintendent.

The provisions of sabbatical leave are authorized by, and shall be interpreted in accordance with Section 572, Michigan School Code of 1960, M.S.A. 15.3572 and any amendments thereto as follows:

- A. Any Board, after a teacher has been employed at least seven (7) consecutive years by said Board and at the end of each additional period of seven (7) or more consecutive years of employment, may grant said teacher a sabbatical leave for professional improvement not to exceed two (2) semesters at any one time: Provided, that the teacher holds a permanent or life certificate, or is engaged in teaching in a college maintained by the Board. During said sabbatical leave, the teacher shall be considered to be in the employ of said Board, shall have a contract, and shall be paid compensation as provided in the rules and regulations of said Board; Provided, however, that said Board shall not be held liable for death or injuries sustained by any teacher while on sabbatical leave.
- B. Teachers on sabbatical leave shall be allowed credit toward retirement for time spent on such leave in accordance with rules and regulations established by the board of control of public school employee's retirement funds.
- C. A teacher upon return from a sabbatical leave shall be restored to hi/her teaching position, seniority, status and pay. Said teacher shall be entitled to participate in any other benefits that may be provided for by rules and regulations of the board made pursuant to law.
- D. In addition, sabbatical leaves shall be governed by the following terms and conditions:
  - a. No more than two teachers may be granted leave during and fiscal year.
  - b. The period of the leave shall not be less than one semester.
  - c. A sabbatical leave once granted cannot be terminated before the date of expiration except as otherwise agreed by the Board of Education.
- E. As a condition to receiving final approval, the applicant shall sign and file with the Secretary of the Board of Education a written agreement stipulating that he will remain in the employ of the Richmond Community Schools for a period of two (2) years after the expiration of said leave, or that failing to do so he shall repay within two (2) years of his date of termination of employment an amount of money which shall bear the same relation to the amount granted as the un-expired period of service bears to two (2) years. This condition does not apply in cases wherein the person becomes incapacitated to work or in cases wherein the condition is waived by the Board of Education.
- F. Compensation shall be one-half (1/2) of the contract salary he would receive if on active staff status for the period in which the leave is effective.
- G. Payment of salary to a teacher on sabbatical leave shall be made in accordance with provisions for payment of salary to the rest of the staff. It shall be the responsibility of said teacher to notify the bookkeeper at least one (1) week before the first pay period of the effective period of the leave as to the place to which his checks should be addressed.
- H. The next regular salary increment shall be granted at the beginning of the next full year of school following return to service.
- I. Sabbatical leaves shall also serve as a leave without pay from all other school activities.

- J. A teacher on sabbatical leave shall furnish a progress report to determine that the employee is fulfilling the agreement and all the requirements of the said leave. In the event that the teacher is not fulfilling the agreement or is dilatory in any respect, the entire sum paid to the employee by the Board shall cease. A teacher shall not be considered as having completed the requirement of said leave until a final report has been approved by the Superintendent. At his discretion, the Superintendent may require proof that the approved program has been followed. When approved by the Superintendent, he shall transmit the final report to the Board of Education.
- K. Applications for sabbatical leave shall be filed with the Superintendent not later than February 15<sup>th</sup> for a leave commencing the first semester of a school year, or September 15<sup>th</sup> for a leave beginning the second semester of a school year.
- L. Applicants must file with the application a detailed plan for the period of the leave.
- M. Within five (5) teacher duty days following the deadline for filing, the Superintendent shall refer all applications to a review committee composed of one teacher from each building appointed by the Association and one administrator from each building appointed by the Superintendent. They shall be governed by the following.
- i. The sabbatical leave committee shall make recommendations to the Superintendent concerning all applications. In re-recommending approval or disapproval they shall consider the date of application, the purpose of the leave, the seniority or service in the School District, the professional growth of the applicant, the potential benefit to the School District and any other factors deemed important.
  - ii. The sabbatical leave committee will forward its recommendation within fifteen (15) days after receipt of the application.
- N. The superintendent shall notify all applicants as to the final disposition of the request by October 31<sup>st</sup> for the second semester or March 31<sup>st</sup> for the first semester.
- O. Applicants approved for sabbatical leave shall be governed by the following:
- i. Substantial changes in the approved program of said leave must be approved by the Superintendent.
  - ii. An interim report shall be filed at the midpoint of the period for which said leave is taken. This report shall contain sufficient information to enable the Superintendent to determine that said leave is being utilized in the approved manner.
  - iii. Each teacher returning from sabbatical leave shall file a final written report with the Superintendent not later than one (1) month after the day on which the teacher again takes up active service with the School District. Said report shall include the transcripts and how much experience gained, the itinerary of travel or any other pertinent activity, together with the teacher's appraisal of the professional value of the activities and the manner in which the knowledge and experience gained may be applied to the benefit of the School District.

ARTICLE XII  
UNPAID LEAVES OF ABSENCE

- A. A leave of absence of up to two (2) years may be granted to any teacher, upon approval of the Board, for the purpose of participating in exchange teaching programs in other school districts, states, territories, or countries, foreign or military teaching program; the Peace Corps, Teacher's Corps or Job Corps as a full-time participant in such programs; or work program related to hi/her professional responsibilities to the Board of Education; provided said teacher states his/her intention to return to the school system. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such period.
- B. A leave of absence of up to two (2) years may be granted to any teacher, upon approval of the Board, for the purpose of engaging in study at an accredited college or university reasonably related to his/her professional responsibilities. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she had when the leave was granted.
- C. A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty in lieu of induction in any branch of the armed forces of the United States. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she had when the leave was granted.
- D. The Board shall grant any pregnant employee leave of absence upon written request, subject to the following provisions:
  - 1. With use of sick days:
    - a. The employee shall have the option of using Board granted sick days.
    - b. The employee and her physician shall determine when the leave shall commence. The employee shall promptly furnish a doctor's letter stipulating the commencement date and indicating the employee's physical fitness to work until the commencement date.
    - c. If this date is prior the fifth (5<sup>th</sup>) month of pregnancy, the Board reserves the right to request a detailed written report of the pregnancy and conditions require such a leave.
    - d. The employee shall provide the Board with a physician's letter stating the termination date of such leave.
  - 2. Unpaid Leave:
    - a. If the employee opts to take a maternity leave without pay, the return date must be at the logical break in the school year; i.e., September or January.
    - b. Upon return from such leave, the teacher shall be assigned the same or an equivalent teaching position as the one held at the beginning of such leave,

and shall be placed at the position on the salary schedule commensurate with his teaching experience prior to such leave.

- E. An employee may request an unpaid parental leave for the purpose of caring for any of their children. Such request shall be submitted to, and may be granted by, the Board of Education. Such leaves must terminate at the end of the semester. Upon return from such leave the teacher shall be assigned the same or equivalent teaching position as the one held at the beginning of such leave, and shall be placed at the position on the salary schedule commensurate with their teaching experience prior to such leave. A one-year extension may be granted at the discretion of the Board of Education. The Board shall not pay for fringe benefits during such leave.
- F. The Board may grant leaves for reasons other than those previously stated. The granting of such leaves shall be based upon written application.
- G. A leave of absence is not considered a break of service for seniority purposes. See ARTICLE XV.
- H. Eligibility for any kind of leave shall be dependent upon at least two years of continuous employment and procurement of tenure in the Richmond Community Schools.
- I. Teachers returning from leave shall be assigned their same positions or comparable positions. Comparable shall be defined as the area of the teacher's certification.
- J. Teachers on leaves who accept other positions, or extend unnecessarily their periods of military service, or in any other way abuse this section shall automatically terminate their employment with the Richmond Community Schools.
- K. Accumulated allowable days of absence shall be maintained but shall not accrue during the periods of the leave.
- L. Teachers on leave must notify the Superintendent or his/her designee on or before March 1<sup>st</sup> of their intention to return or of their desire to extend their leave. The Board shall notify each affected teacher by February 1 of their contractual obligation to notify the Board regarding a return from leave. Failure to notify the Board on or before March 1 shall result in the assignment of the teacher. Failure to report to the assignment shall be considered a voluntary resignation.

### ARTICLE XIII TEACHER EVALUATION

- A. The Association and the Board will meet and endeavor to agree upon a long and short evaluation form. If agreement has not been reached on an evaluation form as of the commencement of the school year, the evaluation forms currently in use in the district and contained in the Appendix attached hereto shall be used for evaluations.
- B. The first evaluation of any teacher during the 2007-2008 school year shall be on the long evaluation form. Subsequent evaluations shall be on either the long or the short form at the discretion of the Superintendent or his/her designee; provided, however, when a teacher is evaluated, the teacher will be advised in writing of the form, which will be used in the teacher's next evaluation.

- C. Each bargaining unit member who is not a probationary teacher will be evaluated a minimum of once every three (3) years. Evaluations may be conducted by any member of the Richmond School District's Administrative Staff who has or had certification as a teacher or has a degree in school administration and training in teacher evaluation. Each probationary teacher shall be evaluated a minimum of once each school year of the probationary period preceded by at least two (2) formal observations at least sixty (60) days apart.

The administration shall notify the Association of the evaluator ( by administrative position) assigned to each bargaining unit member at least two weeks prior to the first evaluation.

- D. Each observation shall be made in person for a minimum of thirty (30) minutes. All monitoring or observations of the performance of a teacher shall be conducted openly and with full knowledge of the teacher. It shall be the responsibility of both parties to communicate with each other regarding classroom observations within five (5) days of each observation.

Any judgment of incompetence must not be arbitrary nor capricious, but must be supported by observation or documentation to support the conclusion made by the evaluator. Should the information demonstrate that an employee has any area that needs improvement, the evaluator shall develop a plan of improvement which:

1. Identifies specifically the area that needs improvement.
2. Provides the employee with specific, appropriate written recommendations for improvement, which are stated in observable behavioral terms.
3. Develops a fair and workable timeline for improvement. This timeline shall include follow-up visit(s) to evaluate the area(s) of concern.
4. Provide a positive program of assistance that may include materials, resources, consultant services, and sufficient time during the school day to implement the recommendation(s) of the evaluator.

A proposed plan of improvement shall be submitted to the teacher and to the Association. Within ten (10) days, the Association shall make recommendations regarding the plan. Within five (5) days after receipt of the recommendations a final plan shall be given to the teacher and implemented.

Unless the plan of improvement, viewed as a whole, is designed in bad faith, the content of the plan of improvement shall not be the subject of grievance arbitration and the content of the plan of improvement shall not be reviewable by an arbitrator in the defense of a teacher who is disciplined or discharged for incompetence.

- E. A copy of the written evaluation shall be submitted to the teacher prior to April 1<sup>st</sup> at the time of a post observation conference: one to be signed and returned to the administration, the other to be retained by the teacher. In the event that the teacher feels his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the Evaluation Report to be placed in his personnel file. All evaluations shall be based upon valid criteria for evaluating professional growth as stated in Appendix Evaluation Criteria. A second evaluation by another administrator shall be granted upon a teacher's request to the

Superintendent. The request must be in writing and must outline specific reasons for the request.

- F. The Board shall appoint a mentor teacher for every probationary teacher during his/her first three (3) years of classroom teaching, or a re-assigned teacher during his/her first year of re-assignment. The mentor insofar as possible, shall be a tenure teacher with a minimum of five years of teaching experience and shall be engaged in teaching within the same grade, building, or discipline as the probationary or re-assigned teacher. Mentor teacher shall serve on a voluntary basis and shall receive a stipend of \$300.00 per year. The mentor shall not be involved in the evaluation of the probationary or re-assigned teacher. Mentor teachers and mentee teachers shall be granted one day release time per marking period so that the mentor teacher may work with the probationary teacher during his/her work day. No teacher shall at any one time serve as a mentor for more than one mentee teacher unless there is a shortage of qualified volunteers for the position.
- G. Each teacher shall have the right, upon request, to review the contents of his own personnel file excluding placement files and references. A representative of the Association may, at the teacher's written request, accompany the teacher in this review. Further access to a teacher's personnel file shall be limited to the Superintendent of Schools, the individual teacher's principal, and Board of Education members authorized by the Board of Education. A teacher shall be advised of all materials to be inserted in his personnel file regarding reprimands, teacher evaluations, and parental complaints and be allowed to attach a response to said items which shall become a part of the file. Each teacher's personnel file shall contain the following minimum items of information:

- T.B. report and required medical information
- All teacher evaluation reports
- Copies of annual contracts
- Teacher certificate
- A transcript of academic records
- Tenure recommendation

Both the Association and the District understand and agree that the provisions of this section are subject to the Michigan statutes commonly know as the Freedom of Information Act.

The Board agrees that upon receipt of any Freedom of Information Act (FOIA) request for information concerning a bargaining unit member's personnel file, it will immediately send a copy of said request to the involved teacher and the Association President. The teacher and/or Association President shall notify the superintendent within three (3) days of receipt of said notice whether the disclosure of the requested information is objected to by said teacher or the Association. If the involved teacher or the Association objects to disclosure and it is consistent with the statute, the Board shall apply for the ten (10) day extension of time (if permissible within the rationale in the statute for said extension) for disbursement of said information allowed under FOIA. In the event the Board deems it necessary to disburse said information at the end of the 10-day extension pursuant to FOIA, it shall do so unless the teacher or Association procures a proper court order restraining the Board from disbursing said information.

- H. Any complaint made against a teacher by a parent, student, or other person; which is being considered as a basis for a written reprimand, discipline or discharge of said teacher, will be

promptly called to the attention of the teacher. Any complaint not called to the attention of the teacher may not be used as the basis for any written reprimand, discipline or discharge.

- I. Standardized test results of academic progress of students will not be used as evaluative of the quality of a teacher's teaching ability.
- J. Disciplinary records of a non-reoccurring, negative nature will be removed from a teacher's personnel file three (3) years after the date of entry.
- K. The provisions of this article shall not be altered nor modified by an individual teacher.

#### ARTICLE XIV PROFESSIONAL BEHAVIOR

- A. Teachers are expected to comply with reasonable rules, regulations, and directions adopted by the Board or its representative which are not inconsistent with the provision of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being or is professionally demeaning.
- B. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness, or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline shall be promptly reported to the offending teacher.
- C.

#### ARTICLE XV NECESSARY REDUCTION IN STAFF-LAYOFF

- A. The parties hereto, realizing that education, curriculum, and staff to a large degree depend upon the economic facilities available to the Board of Education as provided by the public and the State of Michigan, and in accordance with this realization understand that in some instances it may be economically necessary to reduce the education program, curriculum and staff when funds are not available or if there is a substantial decrease in student enrolled in the school district hereby agree as follows;

A single district-wide seniority list will be prepared, at a reasonable time following ratification of this Agreement ranking all teachers in the order of their date of beginning employment in the District as full time teachers. In the circumstances of more than one individual beginning employment on the same date, all individuals so affected will participate in a drawing, by lot, to determine positions on the seniority list. Seniority shall be defined for purposes of this agreement as the uninterrupted anniversary date of the first work-day for service in the district in which students are in attendance. Seniority will continue to accumulate when teachers are on sabbatical (or military) leaves. All seniority is lost if there is a severance of employment. Verification of seniority list must be made within twenty (20) working days after it has been presented.

If the criteria as established in the paragraph above is met, then the district shall notify said bargaining unit member at least thirty (30) days prior to the effective date of layoff. Such layoffs shall be in accordance with the provisions as established in this Article.

In the event of a reduction in personnel in a particular department, in the secondary, or in a grade in the elementary, or in a special service in special education, the individuals with the least seniority in the system must accept reassignment, where qualified, to any vacancies that may exist in their respective area of certification.

Upon the return of a teacher from a leave during which seniority is not accumulated, the teacher will be placed in the lottery of the list of all teachers whose seniority date is the same as the new seniority date of the returning teacher.

Administrators and supervisors employed by the district as of September 1, 1981, shall be carried on the seniority list at the level of their proper seniority date, and will assume that position on the seniority list should they transfer to teaching status.

Administrators and supervisors employed by the district after September 1, 1981, from outside the district, are excluded from the provision. After August 21, 1983, teachers from within the district who leave the Association to fill district positions which are not covered by this (the Association) agreement, shall be allowed to maintain their teaching seniority while serving in this new position but shall not accrue any additional seniority.

Upon the return of such an individual to the bargaining unit, they will be placed on the seniority list at the level appropriate to their teaching seniority.

In the event of a reduction in personnel in excess of vacancies available, the following procedure will be used:

- A. Staff requirements for all schools in the district will be listed by building, grade level, and/or department. This list will be made available to the Association at least three (3) school days prior to the scheduled date set to implement the assignment procedure.
- B. A committee consisting of the Superintendent, Building Principals, the Association President, and three (3) Association designees, shall meet for the purpose of implementing the assignment procedure. Beginning with the first name on the seniority list, each individual will be slotted into assignments, matching his current building grade and/or department assignment, and special qualifications when applicable (art, music) where possible, until the staff requirements are satisfied. When his current assignment is not available, personal preference will be considered in reassignment, limited only by the vacancies existing at the time.
- C. Secondary teachers hired after August 20, 1983, will be defined as to include grades 7-12. All teachers hired prior to this date will be grandfathered for qualifications applying to grades 7 and 8.
- D. Secondary teachers shall be assigned to their state certified major and minor fields.
- E. Teachers holding elementary certificates shall review their transcripts with the Superintendent and his/her designee to determine equivalent majors or minors which

shall be used henceforth in establishing their qualifications for assignment to the Middle School.

- F. Individuals not slotted into assignments will be laid off, to be recalled in seniority order as positions become available for which they are certified and qualified as provided in ARTICLE XV. Representatives of the Association and the Board will meet prior to any recall and if no response is received within seven (7) calendar days, will proceed with the recall.
- G. In the event of a reduction in staff, the Board will be guided by the Policies and Standards for the Approval of Secondary School.\* Should any compliance with North Central requirements jeopardize any teacher(s) position, the Board shall notify in writing the teacher(s) affected. The teacher(s), so notified, shall have twelve (12) months from the date of notification to comply with the state requirements.
- H. The Board and the Association will meet before the implementation of the layoff procedure to verify the seniority list. Subsequent to this meeting, all teachers will be notified, in writing, of their assignments or possible options available and copies will be given to the Association.
- I. The Board agrees to provide reassigned teachers with Board paid in-services, workshops, reimbursement for new college classes, or released time for visitations, in order for the reassigned teacher to become familiar with his /her new assignment. A committee of three (3) teachers and two (2) administrators will meet to decide if the reassigned teacher should, in fact, take a college class. If four of the five members of the committee decide the class is necessary, then all fees will be reimbursed by the Board.
- J. In the case of the closing of a building, the Board will:
  - A. Provide to the Association a list of teaching assignments available sixty (60) days preceding the closing.
  - B. Provide a list of displaced teachers to the Association sixty (60) days preceding the closing.
  - C. Place, with the Association's approval, the most senior teachers first into positions they are certified to teach.

\*As published by the North Central Association of Colleges and Schools.

#### ARTICLE XVI PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in the Appendix, which is attached to and incorporated in this Agreement. Such salary schedules shall re in effect during the designated periods.
- B. Teachers who earn additional semester hours in their certification areas, or toward an advanced degree in the educational field entitling them to advancement above the B.A.

degree and present evidence thereof to the Superintendent prior to October 15<sup>th</sup> of any school year, shall receive the benefit of such additional credit retroactively to the first day of the contract year. Term and quarter hours shall be equated to semester hours.

- C. Each teacher shall receive a \$600 increment after accumulating 15,20,25 and 30 years of seniority. For the 2004-2005 and 2005-2006 school years longevity payments will be as follows: 15 years \$600.00; 20 years - \$1200.00; 25 years - \$2100.00, 30 years - \$700.00. Payment of such increments shall be by separate check the first pay period in December of each year. Seniority is defined in Article XV of this contract.
- D. If a teacher accepts a permanent teaching assignment during his/her conference period or outside the normally scheduled school day, the teacher will be paid at a rate based on 1/6 of his/her regular teacher's salary.

The District and Association recognize that emergency situations occur in which substitute teachers may be in short supply. Positions shall be first filled by drawing from a list of teacher volunteers compiled at the beginning of each school year. In the event that there are not a sufficient number of volunteers, the building administrator(s) and teachers shall substitute on a rotating basis. Teachers shall be paid at an hourly rate based on 1/6 of the B.A. base of the salary schedule.

- E. A teacher's daily rate will be determined by dividing his/her annual wage by the teacher's duty days. The daily rate will be divided by 1/6 to determine the hourly rate.
- F. Teachers required in the course of their work to drive personal automobiles from one school building to another school will receive a car allowance of twenty-five (\$.25) cents per mile. The same allowance shall be given for use of personal cars for field trips and other business of the district. The Board shall provide liability insurance protection for teachers when their personal automobiles are used as provided in this section.
- G. Teachers retiring will receive a terminal leave payment of sixty dollars (\$60) per year of accumulated seniority. A teacher must have a minimum of ten (10) years seniority to qualify. Seniority is defined in ARTICLE XV.

In lieu of the above, a teacher may choose to participate in the terminal pay program.

1. The teacher retiring will receive a terminal leave payment of \$60 per year of accrued seniority for the first ten (10) years.
2. After ten (10) years of continuous service the Board will match up to a maximum of \$60 per fiscal year deductions for tax sheltered annuities.
3. After twenty (20) years of continuous service, the Board will match up to a maximum of \$120 fiscal year deductions for tax sheltered annuities.

- H. Teachers may elect to receive their salary on one of three plans as follows:
  1. 26 equal payments including checks during July and August.
  2. 21 equal payments during the months of the school year.
  3. 21 payments with the twenty-first check including the payments otherwise received in July and August.

4. Re-openers on Wage and Health/Federal Regulations. Establish procedures for renegotiations if wage controls and/or National Health Insurance are instituted.

- I. Pay for unused sick days at retirement – teachers will be entitled to 50% of their accumulated unused sick days at a rate of 30% of their daily wage at retirement. Sample: 180 days with a rate of \$150 per day. 50% of 180 days is 90 days. 30% of \$150 per day is \$45. 90 days x 45 equals \$4,050.
- J. If any salary/wage or benefit provisions of this Agreement is nullified or modified by an action of any government agency, as a result of the institution or reinstatement of any form of wage and benefit controls, the parties hereto shall meet to negotiate those provisions of the Agreement affected by such government action.
- K. Each teacher shall advise the district of his/her retirement eligibility date according to the Michigan Teacher's Retirement Plan on or before October 31, 1994. The form of notification shall authorize the district to obtain from the Michigan Teacher's Retirement Plan such information as the district may need to confirm that date. Any subsequent purchases of retirement eligibility time must be reported by the teacher to the district at the time of such purchase.

A teacher who retires in his/her first five years of eligibility shall be eligible to receive bonus payments according to the tier schedule in this section. The tier level of bonus payment eligibility shall be the same as the year of retirement eligibility in which the teacher retires. Thus, if a teacher retires in his/her first year of retirement eligibility, tier 1 applies. If in the second year of retirement eligibility, tier 2 applies and so on.

A teacher who retires under this section shall in the year of his/her retirement receive 1/5 of the tier base that applies. In each of the succeeding four years the teacher shall be eligible to receive an additional 1/5 of the tier base. Exercise of that eligibility by the teacher shall occur by the teacher attending the annual teacher orientation session as a consultant. If the teacher is unable to attend the orientation session and the district is notified thereof in advance of the session, the district shall employ the services of a substitute teacher and then make the payment to the retired teacher less the cost of the substitute teacher. Failure to attend the orientation or arrange for a substitute shall forfeit the consultant pay eligibility for that year. In the event a retired teacher dies with years of unexercised consultant pay eligibility, the district shall pay to his/her estate, in a lump sum, the consultant pay the deceased teacher would have received if he/she had lived and had exercised eligibility by attending the orientation session for each year of such eligibility.

A teacher who retires under this section shall give the district notice of his/her intention to retire on or before June 30, for the retirement to be effective for the ensuing semester. Such notice when given shall be irrevocable.

Tier 1 base = 60% of the top of Masters schedule.

Tier 2 base = 55% of the top of Masters schedule.

Tier 3 base = 50% of the top of Masters schedule.

Tier 4 base = 20% of the top of Masters schedule.

Tier 5 base = 10% of the top of Masters schedule

For the school year 1995-1996 only, currently employed teachers, eligible to retire before August 15, 1995 shall, for purposes of this section be considered to have an eligibility date of August 15, 1995 if they give irrevocable notice to retire on or Before June 30, 1995.

For those teachers who gave notice of retirement to the district on or before June 30, 1994, retirement shall be considered to be a Tier 3 level, regardless of retirement eligibility.

- L. Commencing June 6, 1987, the Board shall contribute 1% of each teacher's salary toward a tax-sheltered annuity for each bargaining unit member. Such contribution shall be made on or before June 30. The amount of money contributed for each teacher shall be determined by multiplying the teacher's salary by 1% after the June, 1987 COLA has been folded into the salary schedule. Any current annuity program which has an agent of record with the Board may be selected for this benefit by each member. The tax-sheltered annuity will belong to each member who signs up for this benefit. Once the annuity is calculated, it shall remain frozen at this same dollar amount for each teacher thereafter.

## ARTICLE XVII INSURANCE PROTECTION

Should the Board of Education decide to solicit bids on insurance programs, we will seek input from the Association.

The Board shall provide all insurance benefits listed in Section A and Section B for a full twelve-month period of each school year for all teachers in the bargaining unit, except for those teachers electing benefits under Section C below. Such benefits shall be provided, without cost to the teachers, to each teacher and his/her dependents, as defined by MESSA.

### SECTION A

1. MESSA Super Med I/MC (Super Care 1 2003 Revision) Health Insurance with an individual deductible of \$100 and a family deductible of \$200: When appropriate, MESSA Super Med I or MESSA Limited Medicare Supplement and Medicare, Part B, premium shall be paid on behalf of the teacher, hi/her spouse and/or dependents eligible for Medicare.
- 2a. MESSA/Delta Dental Plan E, including the 007 orthodontic rider with no coordination of benefits,  
or
- 2b. MESSA/Delta Dental Plan C, including the 03 orthodontic rider with internal and external coordination of benefits.
3. MESSA Term Life Insurance in the amount of Fifty Thousand Dollars (\$50,000.00) for the teacher only. Such insurance protection shall be paid to the teacher's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount; in the event of accidental dismemberment, the insurance will pay according to the schedule.
4. MESSA Plan VSP-2 Silver Vision Insurance including internal and external coordination of benefits.

## SECTION B

1. MESSA CHOICES PPO Health Insurance: When appropriate, MESSA CHOICES PPO or MESSA Limited Medicare Supplement and Medicare, Part B, premiums shall be paid on behalf of the teacher, his/her spouse and/or dependents eligible for Medicare.
2. MESSA/Delta Plan E, including the 007 orthodontic rider with no coordination of benefits, or  
  
MESSA/Delta Dental Plan C, including the 03 orthodontic rider with internal and external coordination of benefits.
3. MESSA Term Life Insurance in the amount of Fifty Thousand Dollars (\$50,000.00) for the teacher only. Such insurance protection shall be paid to the teacher's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount, in the event of accidental dismemberment, the insurance will pay according to the schedule.
4. MESSA Plan VSP-2 Silver Vision Insurance including internal and external coordination of benefits.

## SECTION C

Teachers not electing insurance benefits as described in Section a or B above shall be provided by the Board with the following insurance benefits, for a full twelve-month period of each school year. The benefits listed below shall be provided, without cost to teachers, to each teacher, not enrolled in benefits under Section A above, and his/her eligible dependents, as defined by MESSA.

- 1a. MESSA/Delta Plan Auto Plus, including the 008 orthodontic rider with no coordination of benefits, or
- 1b. MESSA/Delta Dental Plan C, including the 03 orthodontic rider with internal and external coordination of benefits.
2. MESSA Term Life Insurance in the amount of Sixty Thousand Dollars (\$60,000.00) for the teacher only. Such insurance protection shall be paid to the teacher's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount; in the event of accidental dismemberment, the insurance will pay according to the schedule.
3. MESSA Dependent Term Life Insurance in the amount of Ten Thousand dollars (\$10,000.00) for each teacher's spouse and Five Thousand Dollars (\$5,000.00) for each dependent child as defined by MESSA.
4. MESSA Plan VSP-3 Gold Vision Insurance including internal and external coordination of benefits.
5. The Board will contribute 55% of the cost of Plan C per month to a deferred income insurance program through an insurance company to be determined by the employee from the

annuities companies offered by the Board. All benefits, conditions and requirements shall be set forth in the policy of deferred income insurance and as interpreted by the insurance company.

- K. The Board shall provide, without cost to the teachers, MESSA Plan II Long-Term Disability Insurance for each teacher. Benefits shall be paid at sixty-six and two-thirds percent ( $66 \frac{2}{3}$  %) of salary to a monthly maximum of Thirty-Five Hundred Dollars (\$3,500.00) and shall begin after expiration of ninety (90) calendar days. Benefits will continue at no cost to the teacher in the event of total disability.
- L. The Board may bid coverage annually on identical MESSA-PAC specifications and may choose another insurance carrier if the total savings between the packages exceeds 2%.
- M. Fringe benefits for teachers working less than full time shall be pro-rated; i.e., a half-time teacher will receive one-half of the benefits. Part time teachers employed before 1979 continue to receive their present benefits.
- N. If a national health insurance programs is instituted by action of Congress or any government agency during the life of this Agreement, the parties hereto shall meet to renegotiate this Article.
- O. In all times above, the provisions of the group policy and the rules and regulations of the carrier, will be governed to the commencement and duration of benefits, nature and amount of benefits, and all other aspects of coverage.

#### ARTICLE XVIII SPECIAL ASSIGNMENT

- A. Assignments for the Driver Education programs will be made by the Board on the basis of preference to tenure teachers possessing permanent teaching certificates regularly employed in the district during the normal school year. Teachers shall be compensated for teaching in Driver Education programs at not less than the hourly rate as stated in the extra duty assignment schedule.
- B. Teachers involved in voluntary extra duty assignments as set forth in the Appendix, shall receive as additional remuneration, the appropriate percentage, as provided in the Appendix. The Bachelor base salary corresponding to the number of years of experience in the Richmond Community School District, in the extra duty assignment shall be used to determine the amount of pay.
- C. Assignments and re-assignments to Extra Duty Assignments shall be made annually. Continuing tenure shall not apply to these assignments. A teacher, once given an assignment, will be automatically reappointed to the assignment for the forthcoming school year, unless written notification of his removal is given to him, no later than forty-five (45) days following the end of the activity. Such notification will include the reason(s) for the renewal. Failure to so notify an individual will be conclusive evidence of his reappointment for the next year.
- D. If a varsity coaching position is vacated, all assistant coaches are terminated. A newly hired head coach will select new assignments based upon qualifications set by the Board. All former

assistants who apply for the positions will be interviewed by the new coach and the Athletic Director

- E. A teacher in an extra pay position may be granted a leave from that position for up to one year for reasons of emergency upon application to the Superintendent.

ARTICLE XIX  
SUBSTITUTE CALLS AND EMERGENCY SCHOOL CLOSINGS

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 to report unavailability for work. Such report shall take place at least one (1) hour prior to the teacher's regular reporting time. Once a teacher has reported unavailability, it shall be the responsibility of the Administration to arrange for a substitute teacher.

In cases of emergency school closing, the Board shall endeavor to notify radio stations not later than one (1) hour prior to the time the first teachers are due to report for work and use the teacher fanout system. In such cases, when students are not required to attend school, teachers may report for work at their discretion. Teachers will be paid for such a day at their regular rate of pay if the teacher is at home or at school. Such days will be made up in accordance with ARTICLE XX.

ARTICLE XX  
CALENDAR WITH 1984 PA 239 AMENDED

In case of emergency school closing, the Board shall endeavor to notify radio stations not later than one (1) hour prior to the time the first teachers are due to report for work and use the teacher fanout system. In the event that pupil instructional days have been cancelled due to conditions not within the control of the Board, instructional days shall be rescheduled to comply with 1984 PA 239.

The Superintendent or his designee will endeavor to delay the start of the school day when possible. The Superintendent or his/her designee will determine, at his/her discretion, when a delayed start is warranted. Class schedules and duration of classes will be determined by the Administration. In no event will classes end later than 3:45 p.m.

In the event that the Superintendent or his/her designee directs that school remain open on any of the scheduled days when less than the required number of students are present to receive full state-aid, teachers will be paid prorated additional compensation for days in excess of one hundred eighty (180) days of student instruction.

If 1984 PA 239 as amended, is modified, or repealed so as not to require rescheduling of student days, this article shall be null and void.

ARTICLE XXI  
STUDENT DISCIPLINE AND TEACHER PROTECTIONOS

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law

enforcement personnel, physicians or other profession persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.

- B. It is recognized that discipline problems are less likely to occur in classes where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. Each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom. The teachers recognize that all disciplinary action and methods invoked by them shall be reasonable and just.
- C. A teacher may exclude a pupil from one class period when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incident in writing. The administrator shall provide to the teacher, a written explanation of the action taken by the principal and of any follow-up the principal may expect from the teacher.
- D. The employer recognizes the need to have reasonable rules established for student conduct. At the beginning of each school year, the district will publish to all students and staff of the district, a copy of all rules of conduct for students as shall be in effect at the time. Any change in the rules during the school year shall be similarly published before said rules shall become effective. Students enrolling after the beginning of the year will be provided a copy of the rules by the administration on or before the student's first day of attendance. In addition to the rules set forth above, subject to prior approval of the administration, each teacher may establish additional rules for students during the time said students are in his/her charge. Such teacher imposed rules shall be published to the students with an indication of penalty for violation of each such rule.
- E. Teachers may use such reasonable physical force as may be necessary to:
  - 1. Protect himself/herself, pupils or others from injury.
  - 2. Obtain possession of a weapon or other dangerous object upon or within the control of a pupil.
  - 3. Protect property from physical damage.
- F. Teachers may use reasonable physical force for the purposes set forth in Section E above, but shall not be obligated to risk his/her safety to perform such function.
- G. Teachers shall not inflict, threaten to inflict or cause to be inflicted corporal punishment. Corporal punishment means the deliberate infliction of physical pain by any means upon the whole or any part of a pupil's body as a penalty or punishment for a pupils offense.
- H. Any case of assault upon a teacher, which has its inception in a school centered problem, shall be reported immediately in writing to the Superintendent or his designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher and judicial authorities. A teacher may use such force as is necessary to protect himself from attack or to prevent injury to another student.
- I. If a civil law suit or a criminal complaint is filed against a teacher as a result of disciplinary action taken by a teacher with a pupil while the teacher is acting in proper performance of his/her

or her duties for the Board of Education, to the extent that coverage therefore does not exist under the teacher's professional liability coverage, the Board or its insurer will provide legal counsel for the defense of any such suit or complaint and the Board of Education will render all reasonably necessary assistance to the teacher in his/her defense such as, but not by way of limitation, granting leave to the teacher for court appearances, payment of court costs in cases where the defense prevails, excusing the absence of pupils who may be called as witnesses.

- J. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.
- K. The Board will reimburse teachers for any loss, damage, or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises, if caused by a deliberate act of vandalism or malicious mischief, which has its inception in discipline of a student or as a result of rendering assistance in emergencies.
- L. No disciplinary action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in a said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned. If any questions of breach of professional ethics is involved, the Association shall be notified.
- M. Procedure for suspension of students from school shall be distributed to students, teachers and parents each year. School Authorities will endeavor to achieve correction of students' misbehavior through counseling and interview with the child and his parents when warranted. Transfer of the student to another teacher, or other measures, short of suspension, will first be exhausted.

## ARTICLE XXII

### A. CONTRACT ADMINISTRATION AND CONSULTATION OF POLICY

- A. A time on the last Wednesday school is in session each month shall be reserved for a meeting of central office representatives of the Board and representatives of the Association to discuss district-wide matters of mutual concern, including administration of the contract. The Association and Board representatives will provide the agenda they wish to discuss on the Friday preceding the Wednesday meeting. If, by mutual consent, a meeting is not necessary, such meeting will be cancelled. These meetings are not intended to bypass the grievance procedure; however, if mutually agreeable to representatives of both parties, items discussed and agreed to in such session that would form the basis of an appropriate provision in the Master Agreement may be processed through the normal ratification process and made a part of the Master Agreement.
  - 1. This Section is based on MCL Section 280,1312. If that statute is repealed or amended, this section shall automatically be likewise repealed or amended to conform to said repeal or amendment.
- B. The Association shall designate at least one (1) teacher in each school Association Representative (A.R.). The Principal and the Association Representative shall meet at least once each month for the purpose of reviewing the administration of the contract and to resolve problems, which may arise. These meetings are not intended to bypass the grievance procedure.
- C. The Administration shall keep the Association informed by using these meetings to discuss anticipated changes in areas of educational programs, construction or fiscal affairs.

D. Nothing in this Article is construed to prevent emergency meetings when called by mutual consent.

## ARTICLE XXII PROFESSIONAL GRIEVANCE PROCEDURE

### A. DEFINITION OF GRIEVANCE

A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provisions of this Agreement, or a violation, misinterpretation or misapplication of any rule, order, regulation, or policy of the Board may be processed as a grievance as hereinafter provided.

Any dismissal, discharge, discipline, demotion, reduction in rank or compensation for which a remedy is provided under the Tenure Act, or any other grievance for which redress is provided under said Act, shall not be subject to the grievance procedure in this Agreement. The non-renewal of a probationary teacher's contract may be the subject of a grievance, which shall not proceed beyond level 4 of the grievance process. However, the discharge or termination of service before the expiration of a probationary teacher's contract is a proper subject for grievance under this Article.

### B. LEVEL ONE (INFORMAL DISCUSSION)

In the event that a teacher believes there is a basis for a grievance, he shall first discuss the alleged grievance with his building principal within ten (10) days (TEN (10) SCHOOL DAYS) of the occurrence of which complaint is made, either personally or accompanied by an Association representative. The principal shall have up to five (5) (FIVE (5) SCHOOL DAYS) to reply to the grievance, provided that if he knows that the solution is beyond the scope of his authority, he will immediately so declare.

### C. LEVEL TWO (FORMAL PROCEDURE COMMENCES)

If the grievance is not resolved at Level One, the grievant may invoke the formal grievance procedure on the form set forth in annexed Appendix, signed by the grievant and a representative of the Association. Forms shall be available from the Association Representative in each building. A copy of the grievance form shall be delivered to the agreed upon appropriate administrator. If the grievance involved more than one school day, it may be filed with the Superintendent. A grievance must be filed within twenty (20) school days of the time when the grievant learned of the occurrence of which he complains, whichever is later.

### D. LEVEL THREE

If the Association is not satisfied with the disposition of the grievance at Level Two, the grievance shall be transmitted to the Superintendent by filing a written notice thereof with his office within ten (10) school days (TEN (10) SCHOOL DAYS) or of receipt of the agreed upon appropriate administrator's written disposition. The Superintendent or his designee, shall meet with the Association in an effort to resolve the grievance and indicate his disposition thereof in writing within ten (10) school days (TEN (10) SCHOOL DAYS) of the described notice, and shall furnish a written copy of the disposition to the Association.

#### E. LEVEL FOUR

If the Association is not satisfied with the disposition of the grievance by the Superintendent, or his designee, the grievance shall be transmitted to the Board by filing copies of all prior materials and a notice of grievance appeal with the Secretary of other designee of the Board within five (5) school days of receipt of the Superintendent's written disposition. The Board, no later than its next regular meeting or two calendar weeks, whichever shall be sooner, shall hold a hearing, public or private at the Association's option, on the grievance, review such grievance, and give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board, shall be made no later than seven (7) days thereafter. A written copy of such disposition shall be furnished to the Association. The Board when considering a grievance filed by a probationary teacher regarding non-renewal of contract, must consider whether the evaluation administrators have properly evaluated said teacher as outlined in Article XIII. If the administrators did not follow the criteria as outlined in Article XIII, said teacher's contract will be renewed.

#### F. LEVEL FIVE (ARBITRATION)

If the Association is not satisfied with the disposition made by the Board, the grievance, at the option of the Association, may be referred for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. Only the Association may take a grievance to arbitration. If the parties cannot agree upon an arbitrator, he shall be selected by the American Arbitration Association in accordance with its rules except each party shall have the right to pre-emptorily strike no more than three from the list of arbitrators. The Association shall exercise its right of arbitration by giving the Board's chief executive officer written notice of its intention to arbitrate within five (5) school days of receipt of written disposition of the Board. The Board and the Association shall not be permitted to assert in such arbitration, proceeding any grounds or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement, or Board rule, order, policy, or regulation. Both parties agree to be bound by the award of the arbitration and agree that judgment thereon may be entered in any court of competent jurisdiction.

#### G. ARBITRATION COSTS

Each party shall bear its own costs of arbitration, except that the fees and charges of the arbitrator shall be shared equally by the parties.

#### H. TIME LIMITS

The time limits provided in this Article shall be strictly observed unless extended by written agreement of these parties. IN the event a grievance is filed after May 15<sup>th</sup> of any year, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon as thereof as possible. Failure of the grievant and/or Association to proceed with its grievance within the times hereinbefore provided, shall result in the dismissal of the grievance. Failure of the Board or its representatives to take the required action within the time provided, shall result in the dismissal of the grievance. Failure of the Board or its representatives to take the required action within the time provided, shall entitle the grievant and/or Association to proceed to the next step on the grievance procedure.

During the summer break period, when school is not in session, all grievance procedure time limits which are expressed in terms of school days, shall be expressed in terms of weekdays, and shall not

include Saturdays, Sundays or holidays for purposes of the computation of grievance procedure time limits.

I. CONTINUITY OF GRIEVANCE

Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder maybe processed through the grievance procedure until resolved.

- J. The Association agrees not to initiate a grievance involving the rights of an individual teacher without his express approval in writing. The signature of the individual grievant placed on the appropriate grievance form shall serve as such "express approval".
- K. The processing of grievances shall take place at such time and places so as not to disrupt the execution of a teacher's assigned duties.

ARTICLE XXIV  
MISCELLANEOUS PROVISIONS

- A. This Agreement shall constitute the full and complete contractual commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in writing and signed amendments to this Agreement.
- B1. This Agreement shall supersede any rules, regulations or practices of the Board, which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
  - 2. All teachers covered under this Agreement who participate in the production of tapes, publications or other produced educational material, shall retain rights should they be copyrighted or sold by the District. However, the district shall have unlimited access and use of all materials without cost to the District.
- C. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall be void except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. The cost of publication of this contract will be shared equally, by the Board and the Association. Copies of this contract will be distributed to all members of the Association within 30 working days of ratification and fifty copies will be supplied to the Association for Local 1 use.

ARTICLE XXV  
DURATION OF AGREEMENT

This Agreement shall be effective September 1, 2003 and continue in effect until August 31, 2006, provided that upon written notice to the other party, at least sixty (60) days and not earlier than ninety (90) days, prior to the first day of May, 2006, either party may request the reopening of negotiations for the next succeeding fiscal year. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives the day and year written below:

Dated this 15<sup>th</sup> day of October, 2003.

BY \_\_\_\_\_  
President

BY \_\_\_\_\_

BY \_\_\_\_\_  
Secretary

BY \_\_\_\_\_

BY \_\_\_\_\_  
Bargaining Committee Chairperson

TEACHER PAY SCALES

## SALARY INFORMATION (CONT.)

\*Teachers hired after July 1, 1971, will be required to have 20 hours if their continuing certificate requires 15 semester hours.

Non-Degree – 87% of B.A. Scale

Retirement to be paid by the Board of Education. The contract shall be reopened if the State requires the employee to pay the 5%.

1985-1986 School Year – 2% increase at the beginning of the year and 2% capped COLA as follows:

As part of the 1985-1986 salary and salary schedule, each teacher shall receive a cost of living adjustment (COLA) as deferred salary increase, based upon the percentage rise in the Consumer's Price Index (CPI) (all items) for all Urban Consumers for the United States Cities Average published by the Bureau of Labor Statistics, U.S. Department of Labor (1967=100) and hereafter referred to as the CPI. The amount of the deferred salary increase shall be the dollar equivalent of the percentage increase – rounded to the nearest one-tenth of one percent – of the CPI of April, 1986, the remainder shall then be divided by the CPI of April, 1985. The resulting amount of money shall then be paid, rounded to the nearest \$1 to each teacher no later than June 30<sup>th</sup>, 1986. Such payment shall be made part of the teacher's regular salary, but shall be paid by a check separate from the teacher's regular paycheck. Further, the limit of the increase as defined above shall not exceed 2%.

1986-1986 School Year – 2% increase at the beginning of the year and 2% capped COLA as follows:

As part of the 1985-1986 salary and salary schedule, each teacher shall receive a cost of living adjustment (COLA) as deferred salary increase, based upon the percentage rise in the Consumer's Price Index (CPI) (all items) for all Urban Consumers for the United States Cities Average published by the Bureau of Labor Statistics, U.S. Department of Labor (1967=100) and hereafter referred to as the CPI. The amount of the deferred salary increase shall be the dollar equivalent of the percentage increase – rounded to the nearest one-tenth of one percent – of the CPI of April, 1986, the remainder shall then be divided by the CPI of April, 1987. The resulting amount of money shall then be paid, rounded to the nearest \$1 to each teacher no later than June 30<sup>th</sup>, 1987. Such payment shall be made part of the teacher's regular salary, but shall be paid by a check separate from the teacher's regular paycheck. Further, the limit of the increase as defined above shall not exceed 2%.

- A. In the event a teacher does not complete the school year or is employed for less than the full school year, the cost of living adjustment shall be prorated based upon a ratio of the number of work days such teacher worked to \_\_\_\_ work days multiplied by the cost of living adjustment.

- B. If the government changes the make-up, timing or base year of the index herein listed, representatives of the Board and Local 1 shall meet for the purpose of negotiating a new COLA criteria.
- C. The COLA adjustment shall be applied to all salary lanes and shall not be applied to longevity, long-term disability payments (in the year in which the payments commence), short-term disability payments, and all payments made pursuant to Extra Day Schedule.

#### SCHEDULE B INFORMATION

For each year of the 2003-2006 Agreement, all Schedule B positions shall be paid based upon the first semester salary schedule.

Bargaining unit members involved in voluntary Schedule B assignments shall receive as additional remuneration the appropriate percentage as provided in the Appendix (Schedule B). The Bachelor salary schedule corresponding to the number of years of experience in an activity shall be used to determine the amount of pay. Experience will be capped at the 6<sup>th</sup> step of the Bachelor salary schedule. For the 2005-2006 school year the cap shall be moved to the 7<sup>th</sup> step of the Bachelor salary schedule.

When a coaching position becomes available, Association members will have five (5) days in which to respond. Qualifications for this position will be established by the Board. If an Association member fails to meet the established deadline or specified qualifications, the coaching position may be offered to a non-bargaining unit member.

Once a bargaining unit member fills the position and performs satisfactorily, the position remains their until they resign/performs unsatisfactorily. The opening that is created due to the above conditions reverts back to the Association to fill first for a period of five (5) days after the conclusion of the activity.

Pay for extra assignments may be taken as lump sum at the completion of the activity or as follows:

- A. For a seasonal activity (e.g. football), one-half of the middle of the subject season and one-half at the end of the subject season.
- B. For a semester-long activity, one-half at the middle of the semester and one-half at the end of the semester.
- C. For a year-long activity, one-half at the end of the first semester and one-half at the end of the second semester.

The last payment for any activity, will be authorized by the principal of the school involved. Pay for extra duty assignments may be received in separate checks, if requested.

SCHEDULE B

## CALENDARS

## APPENDIX – EVALUATION CRITERIA

### A. TEACHER – PARENT – COMMUNITY RELATIONS

#### THE TEACHER

1. Uses parent conferences as an aid to better understanding of the child as a means of reporting pupil progress.
2. Encourages parents to contribute to the learning situation  
Examples: (1) Interprets the school program to parents.  
(2) Encourages parent participation in school activities.  
(3) Suggests programs of parental aid for children when appropriate.

### B. TEACHER – STAFF RELATIONS

1. Works closely with all school employees for the maintenance of good staff moral.  
Examples: (1) Willingly assumes responsibilities. (2) Seeks and gives aid for Professional Development. (3) Shares materials and ideas.
2. Shows interest and initiative in studying problems related to the instructional program.  
(1) Seeks to improve the instructional program. (2) Participates in staff discussions.  
(2) Is sensitive to the problems of staff members at different levels and/or areas.
3. Use the available specialized services such as the speech correctionist, counselors, psychologist and visiting teachers when appropriate.
4. Works cooperatively with staff to avoid conflicts of activities.  
Examples: Arranges class activities so that other staff members can perform their individual activities comfortably.

### C. TEACHER – PRINCIPAL RELATIONS

#### THE TEACHER

1. Welcomes supervisory visits.
2. Recognizes his responsibility as a professional person to give suggestions for the improvement of the school

### D. TEACHER – PUPIL RELATIONS

#### THE TEACHER

1. Encourages all children to achieve at the highest level of which they are capable.
2. Recognizes individual differences in children and allows for same.
3. Handles day to day problems in the classroom in a manner consistent with generally accepted principal of child growth and development.
4. Inspires confidence in children.
5. Offers opportunities for children to contribute their ideas.
6. Makes it easy for children to bring problems to his attention.
7. Provides opportunities for children to participate in work of the group.

8. Recognizes that he teaches what he is, as well as, what he knows.
  9. Maintains consistent and reasonable control in all contacts with public.
  10. Recognizes and accepts children for what they are.
  11. Maintains healthy relationships with all pupils in the school.
- E. EFFECTIVENESS IN DEVELOPING LEARNING EXPERIENCES.

THE TEACHER

1. Indicates awareness of the objectives of teaching.
2. Applies sound psychological principals of learning to motivate work.
3. Takes responsibility of planning.
4. Strives for quality of learning experiences.
5. Guides the student to good study habits.
6. Effectively promotes growth in oral communications.
7. Effectively promotes growth in written expression.
8. Arranges physical environment for effective learning.
9. Utilizes instructional materials well.
10. Assures sequential development of learning experiences.
11. Promotes integrations of learning experiences.
12. Attempts to evaluate fairly and honestly.
13. The Board and Association are agree that professional educators contribute much to the success of extra-curricular activities and to the feelings of success and well-being in participating students by their attendance at such functions.

F. PERSONAL AND PROFESSIONAL RELATIONS.

THE TEACHER

1. Works cooperatively with students, parents and staff
2. Displays enthusiasm for teaching.
3. Exhibits mature judgment.
4. Refrains from discussing student problems with persons not directly concerned.
5. Respects the worth of each individual.
6. Is dependable in meeting professional responsibilities.

THE TEACHER – PROFESSIONAL

1. Strives to improve knowledge of subject matter, children and methods of teaching.
2. Continually evaluates himself in terms of the qualities listed under personal growth.

EVALUATION FORM

APPENDIX - GRIEVANCE REPORT FORM

## APPENIDIX

## SCHOOL IMPROVEMENT PARTICIPATION

The Richmond Community School District will formulate a School Improvement Plan pursuant to the requirements of Act 25 of the Public Acts of 1989, as amended and Act 197 (Sec. 19 (B)) of the Public Acts of 1989, as amended.

All teachers will be invited to participate either by way of direct committee involvement or by written suggestions or both. Parents of students will be invited to participate in the same manner. High School students and middle school students who have been selected by building SBD committees, will be invited to participate by way of direct committee involvement. Other district employees, such as secretaries, custodians, bus drivers, food service employees and classroom aides will be invited to participate.

There shall be a School Improvement Committee consisting of a Board of Education member, three administrators, one of which shall be the Superintendent, four teachers, (at least one from each building), a person who is a parent of a child attending the district, an adult person who is not a parent of a child attending the district, a custodian from the district, a bus driver from the district, a secretary from the district, a food service employee of the district, a classroom aide from the district, two students (one from the high school and one from the middle school) from the district.

It is expected that problems will occur, such a provisions of the School Improvement plan and/or decisions made by SBD committees being in violation of School Board Policy or the collective bargaining agreements between the district and its various employee units. The SIP shall attempt to resolve those differences recognizing that the unit whose agreement is violated, or the Board of Education in the case of board policy, has the final decision authority whether to waive the violation or not. If the decision is not to waive, the violating provision or decision shall be inoperative.

A monthly report of activity of the SIP Committee shall be made to the Board of Education Curriculum Committee.

In each school building in the district, there shall be a site based Decision Making Committee (SBD Committee). The committee is to consist of the building principal, a teacher from each grade level (Elementary and Middle School) or department (high school), a teacher's aide, a parent and at the high school level, a student. The aide, parent and student shall be chose by the principal and teachers collectively.

The SBD Committee shall be to make decisions in areas of concern that shall be designated in the School Improvement Plan that is developed by the SIP Committee or matters of concern in the building.

A teacher's involvement or non-involvement in any element of the School Improvement Process shall not be used against the teacher by way of negative evaluation or discipline. A teacher's involvement in the School Improvement Process may be used in a positive manner in the teacher evaluation process or in mitigation of discipline.

LETTER OF UNDERSTANDING

The Board of Education of the Richmond Community School District (Board) and MEA/NEA Local 1 (Local 1) enter into the following letter of understanding:

It is hereby agreed by the Board and Local 1 that neither party nor their agents, employees or members of either party acting in behalf of or in concert with such party shall take, suffer or allow, directly or indirectly, any reprisal for any action or inaction taken or not taken by either party, agent, employee or member of either party related to or arising out of the job action conducted between September 3 and 8, 1991, Local 1 members employed by the Board.

It is further agreed that the currently pending litigation related to or arising out of the job action and/or the parties negotiations previous to the date of this agreement, specifically MERC Case #C91H-208 and Macomb Circuit #91-4027-CL, shall be withdrawn/dismissed upon the ratification of the parties 1991-1993 collective bargaining by both parties.

\_\_\_\_\_  
President  
Richmond Board of Education

\_\_\_\_\_  
President  
MEA/NEA, Local 1 – Richmond

September \_\_\_\_\_2007

September \_\_\_\_\_2007

## LETTER OF UNDERSTANDING

If the State requirements for minimum days and hours of pupil instruction change during the life of this Agreement, representatives of the Association and the Board shall meet for the purpose of bargaining the school calendar and hours of instruction. It is the intent of the parties that no additional days or hours of instruction will be scheduled other than the minimum required by the State.

LETTER OF UNDERSTANDING  
BETWEEN  
THE RICHMOND COMMUNITY SCHOOLS  
AND  
MEA/NEA LOCAL 1 – RICHMOND

TEACHING HOURS

This letter of Understanding deals with changes that will occur in the student/teacher schedule for Kindergarten classes beginning January 1, 1997. This is a revision of the Kindergarten section of the Letter of Understanding signed by the parties on January 8, 1997.

It is understood that when there is a half-day schedule for in-service, parent/teacher conferences, and the like and instruction is provided either in the AM or PM session of kindergarten, the other section of kindergarten will not meet on that day. It is also understood that the sections of kindergarten will be rotated so that both the AM sessions and PM sessions receive the same number of days and clock hours of instruction to comply with State regulations contained in Section 2 of the Pupil Accounting Manual.

This letter of Understanding eliminates the need for both kindergarten sections to meet in the morning on the days of the parent/teacher conferences, in-service days and the like.

BOARD OF EDUCATION

MEA/NEA LOCAL 1

\_\_\_\_\_  
(Superintendent)

\_\_\_\_\_  
(MEA/NEA Local 1 President)

\_\_\_\_\_  
(Unit President)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

LETTER OF UNDERSTANDING  
RE: Section 125 or IRS Code

Notwithstanding any other provision of the contract to the contrary, the Richmond Community Schools shall provide a cash option in lieu of health insurance. The cash amount shall be 55% of the cost of Plan B per month. The employer shall formally adopt a qualified plan document, which complies with Section 125 of the Internal Revenue Code. Said plan document shall be approved by the Association.

The amount of the cash payment received may be applied by the bargaining unit member to a Tax Deferred Annuity. To elect a Tax-Deferred Annuity, the bargaining unit member shall enter into a salary reduction agreement.

It is also understood that bargaining unit members who receive a contribution toward a tax deferred annuity as described in Article XVI, Section L of the Master Agreement shall enter into a salary reduction agreement.

The program will become effective September 1, 1996. Benefits currently being provided to bargaining unit members employees shall continue as is until the newly negotiated benefits program is in effect.

All cost relating to the implementation and administration of benefits under this program shall be borne by the Richmond Community Schools.

BOARD OF EDUCATION

MEA/NEA LOCAL 1 – RICHMOND

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**LETTER OF AGREEMENT**

**Between**

**MEA/NEA LOCAL 1, RICHMOND**

**And**

**RICHMOND BOARD OF EDUCATION**

COMPENSATION FOR EXTRA SCHOOL SPONSORED IN-SERVICE OR CURRICULUM DEVELOPMENT

Teachers attending extra school sponsored in-service or curriculum development programs, approved in advance by the Superintendent, outside of the regular school work day, Saturday or summer, will be compensated at \$15.00 per hour. Such activities will be voluntary. Proposals for in-service or curriculum development will specify the objectives to be achieved, the participants, the maximum hours per participant and total projected cost.

MEA/NEA LOCAL 1, RICHMOND

RICHMOND BOARD OF EDUCATION

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

LETTER OF UNDERSTANDING

A committee will be established before November 1, 1999 for the purpose of reviewing and making possible additions/deletions to the present annuity (403B) carriers. The committee shall consist of five (5) members appointed by the Association President and not more than five (5) members appointed by the Board. It is understood that members who are presently participating in a district annuity program may not contribute additional funds to a carrier if the committee eliminates id from the list of carriers. The Business Manager and Association President (or their designee) shall co-chair the committee and mutually agree to the committee's recommendations. The committee shall have a recommendation ready for approval by the Board and Association Executive Board no later than May 1, 2000.

The committee shall observe the following guidelines when making its recommendation:

1. A maximum of six annuity companies shall be offered unless there is a mutual agreement between the parties to add more carriers.
2. A minimum of five (5) employees must participate in order for a carrier to be considered.

MEA/NEA LOCAL 1

RICHMOND BOARD OF EDUCATION

\_\_\_\_\_  
MEA/NEA LOCAL 1 PRESIDENT

\_\_\_\_\_  
SUPERINTENDENT

\_\_\_\_\_  
UNIT PRESIDENT

LETTER OF UNDERSTANDING  
BETWEEN  
THE RICHMOND COMMUNITY SCHOOLS  
AND  
MEA/NEA LOCAL 1 – RICHMOND

The parties agree that the following procedures shall be implemented should there be a need to close school during the examination days at the secondary level:

1. If school is closed on Wednesday, Thursday or Friday, the schedule shall be moved to the next school day.
2. If two or more days are involved, the schedule shall be moved to the next school days and the Association and the Administration shall meet to review and adjust, if necessary, the school calendar.

This Letter of Understanding shall resolve all disputes regarding the examination schedule. The Association will withdraw, with prejudice, the 2004 grievance and any other legal challenge relating to the January, 2004 school closing.

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For the Association

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Date

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For the Board

---

Date

LETTER OF UNDERSTANDING

NO CHILD LEFT BEHIND

If, by mutual consent of the parties, a district-wide program of PROFESSIONAL DEVELOPMENT is instituted, an Ad Hoc Committee of six (6) members, three (3) appointed by the Association and three (3) appointed by the Board, shall study such a Program. The Committee shall make determinations as to the content and format of such meetings.

In order to comply with Section 1116 (D) of the Elementary and Secondary Education Act (ESEA), also know as the No Child Left Behind Act (NCLB), the Professional Development Committee will work to assist teachers in becoming highly qualified in compliance with state and federal regulations by the end of the 2005-2006 school year. This may include establishing portfolio guidelines.

For the 2004-2005 and 2005-2006 school years, a commitment is made to provide at least 30 hours of professional development to assist teachers who need to become highly qualified. If more time is needed beyond these hours, it will be the teacher's responsibility to accomplish the necessary coursework or testing.

In the event that the law is repealed or amended to not require the concept of "highly qualified", the task of the committee will be reduced to yearly professional development considerations.

In order to comply with Section 1116 (D) of the Elementary and Secondary Education Act (ESEA), also know as the No Child Left Behind Act (NCLB), teachers will be required to be highly qualified in their area of teaching in compliance with state and federal regulations by the end of the 2005-2006 school year. No teacher who is "highly qualified" for the position they occupy will be involuntarily reassigned to any position for which they do not meet such requirements. The Board will pay for the first test any teacher takes to become "highly qualified."

The Association and the Superintendent or his designee shall met before June 1<sup>st</sup> to review assignments as they relate to ESEA.

MEA/NEA, LOCAL 1

RICHMOND BOARD OF EDUCATION

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President, REA

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Superintendent

LETTER OF UNDERSTANDING  
BETWEEN  
THE RICHMMOND COMMUNITY SCHOOLS  
AND  
AND MEA/NEA LOCAL 1 – RICHMOND

The parties agree that for the duration of the 2003-2006 Agreement, kindergarten teachers shall receive seventy-five minutes of additional preparation time per week. Part time kindergarten teachers shall receive an additional amount of preparation time prorated to their employment time.

This Letter of Understanding shall resolve all disputes regarding kindergarten aides. The Association will withdraw, with prejudice, the 2003-2004 grievance and any other legal challenge relating to kindergarten aides.

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
For the Board

\_\_\_\_\_  
Date

**TENTATIVE AGREEMENT**

**MEA/NEA LOCAL 1 –  
RICHMOND**

**2006-2007**

2006-2007 AGREEMENT  
RICHMOND COMMUNITY SCHOOLS

*JA My the 8-30-06*  
*Pat R 8/30/06*  
*Tina Sjversen Cole 830-06*

And

MEA/NEA LOCAL 1, RICHMOND

Salary for 2006-2007

The 2005-2006 salary schedule is to be improved by 1.25% the first semester of the 2006-2007 school year. The first semester salary schedule for 2006-2007 shall be improved by .75% at the commencement of the second semester. See the attached salary schedule.

Insurance for 2006-2007

As soon as practical, all teachers requesting health insurance shall be placed on MESSA Choices II with a \$5/\$10 Rx card. No sooner than January 2007, teachers requesting health insurance shall be placed in the MESSA Choices II Local 1 "bundle" with a \$10/\$10 Rx card.

Local 1 Richmond Proposal H  
Article XV Reduction in Staff

Date \_\_\_\_\_

JA ~~WBB~~ 8-25-06  
PARR 8/30/06

Trina Syperson Cole 8-30-06

Administrators and supervisors employed by the district as of September 1, 1981, shall be carried on the seniority list at the level of their proper seniority date, and will assume that position on the seniority list should they transfer to teaching status.

Administrators and supervisors employed by the district after September 1, 1981, from outside the district, are excluded from this provision. **Any teacher who before June 30, 2006** ~~After August 21, 1983, teachers from within the district who leave~~ left the Association to fill district positions which are not covered by this (the Association) agreement, shall be allowed to maintain their teaching seniority while serving in this new position but shall not accrue any additional seniority.

Upon the return of such an individual to the bargaining unit, they will be placed on the seniority list at the level appropriate to their teaching seniority

Local 1, Richmond Proposal C  
Article VII, Professional qualifications

Date 6-19-06

TA Sub 74d

8-30-06

TRJ

8/30/06

ARTICLE VII  
PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

Tina Sjversen-Cole 8-30-06

c. No new teacher shall be employed by the Board for a regular teacher assignment who:

1. does not have a Bachelor's degree from an accredited college or university,
2. does not have a ~~special~~, provisional, **continuing**, permanent or **professional certificate**.

**Exceptions to the above may be made if the new teacher has the appropriate authorization or license.**

Richmond Community Schools  
NEA/NEA Local 1, Richmond

TA 11/18/06 8-30-06  
Pete RST 8/30/06  
Tina Sjerssen Cole 8-30-06

Sick Bank – Sick Leave Committee

The Association and the Board will meet during the 2006-2007 school year and discuss revisions to the sick bank and sick day policies. In particular, the Board and the Association will:

1. Review teacher sick bank eligibility requirements and the number of days contributed by the employer.
2. Review the cap on the number of accumulated sick days.

JA Herb Myer

6-29-08

ARTICLE XIII  
TEACHER EVALUATION

Tina Siverson Cole

- F. The Board shall appoint a mentor teacher for every probationary teacher during his/her first three (3) years of classroom teaching or re-assigned teacher during his/her first year of re-assignment. The mentor insofar as possible, shall be a tenure teacher with a minimum of five years of teaching experience and shall be engaged in teaching within the same grade, building, or discipline as the probationary or re-assigned teacher. Mentor teachers shall serve on a voluntary basis and shall receive a stipend of \$300.00 per year. The mentor shall not be involved in the evaluation of the probationary or reassigned teacher. ~~Mentor teachers and mentee teachers shall be granted one day release time per marking period so that the mentor teacher may work with the probationary teacher during his/her work day.~~ **Mentor Teachers and Mentee Teachers shall have release time to work together on professional development, professional issues, and professional activities. Prior to the approval of a mentor day, a Mentor Day Plan must be submitted and approved by the principal. First Year Teachers will be given four mentor days. Second Year Teachers will be given three mentor days. Third Year Teachers and re-assigned teachers will be given two mentor days. No teacher shall at any one time serve as a mentor for more than one mentee teacher unless there is a shortage of qualified volunteers for the position.**

Local 1 Richmond Proposal G  
Article XIII  
Teacher Evaluation

*UP 10 / 1201012*

*6-29-06*

Date \_\_\_\_\_

*TA Red 8-25-08*

*Tina Spenser Cole*

- A. The Association and the Board will meet **during the 2006-2007 school year** and endeavor to agree upon **revisions of the** long and short evaluation form. If agreement has not been reached on an evaluation form as of the commencement of the **2007-2008** school year, the evaluation forms currently in use in the district and contained in the Appendix attached hereto shall be used for evaluations
  
- B. ~~The first evaluation of any teacher during the 1986-1987 school year shall be on the long evaluation form.~~ Subsequent Evaluations shall be on either the long or the short form at the discretion of the Superintendent or his/her designee; provided, however, when a teacher is evaluated, the teacher will be advised in writing of the form, which will be used in the teacher's next evaluation.

AT 1110 4/11/06 8-30-06  
 Peter D. B. 8/30/06  
 Tina Spenser 8-30-06

Richmond Community School Board of Education and Richmond Education Association Tentative Agreement 8/24/06							
		2005-06		2006-07		Blended Contract	
				1st Semester 1.25%	2nd Semester 0.75%		
<b>BA</b>	0.0	\$	35,042	\$	35,480	\$	35,613
	0.5	\$	35,849	\$	36,297	\$	36,433
	1.0	\$	38,771	\$	39,255	\$	39,403
	1.5	\$	39,654	\$	40,150	\$	40,301
	2.0	\$	40,538	\$	41,045	\$	41,199
	2.5	\$	41,476	\$	41,995	\$	42,152
	3.0	\$	42,412	\$	42,942	\$	43,103
	3.5	\$	43,411	\$	43,954	\$	44,119
	4.0	\$	44,410	\$	44,965	\$	45,134
	4.5	\$	45,471	\$	46,040	\$	46,212
	5.0	\$	46,530	\$	47,112	\$	47,288
	5.5	\$	47,646	\$	48,241	\$	48,422
	6.0	\$	48,761	\$	49,371	\$	49,556
	6.5	\$	49,936	\$	50,560	\$	50,749
7.0	\$	51,112	\$	51,751	\$	51,945	
7.5	\$	52,341	\$	52,995	\$	53,194	
8.0	\$	53,572	\$	54,242	\$	54,445	
8.5	\$	54,862	\$	55,547	\$	55,756	
9.0	\$	56,155	\$	56,857	\$	57,070	
9.5	\$	57,471	\$	58,190	\$	58,408	
10.0	\$	58,859	\$	59,595	\$	59,818	
<b>BA15</b>	0.0	\$	36,410	\$	36,866	\$	37,004
	0.5	\$	37,241	\$	37,706	\$	37,847
	1.0	\$	40,302	\$	40,806	\$	40,959
	1.5	\$	41,238	\$	41,754	\$	41,910
	2.0	\$	42,178	\$	42,705	\$	42,865
	2.5	\$	43,180	\$	43,720	\$	43,884
	3.0	\$	44,178	\$	44,730	\$	44,898
	3.5	\$	45,233	\$	45,799	\$	45,970
	4.0	\$	46,288	\$	46,867	\$	47,042
	4.5	\$	47,403	\$	47,995	\$	48,175
	5.0	\$	48,518	\$	49,125	\$	49,309
	5.5	\$	49,695	\$	50,316	\$	50,505
	6.0	\$	50,867	\$	51,502	\$	51,696
	6.5	\$	52,103	\$	52,754	\$	52,952
7.0	\$	53,333	\$	53,999	\$	54,202	
7.5	\$	54,632	\$	55,315	\$	55,522	
8.0	\$	55,929	\$	56,628	\$	56,840	

Richmond Community School Board of Education  
and  
Richmond Education Association  
Tentative Agreement 8/24/06

		2005-06		1st Semester 1.25% 2006-07		2nd Semester 0.75% 2006/07		Blended Contract	
	8.5	\$	57,280	\$	57,996	\$	58,431	\$	58,214
	9.0	\$	58,632	\$	59,365	\$	59,810	\$	59,587
	9.5	\$	60,042	\$	60,792	\$	61,248	\$	61,020
	10.0	\$	61,452	\$	62,220	\$	62,686	\$	62,453
<b>BA30/MA</b>	0.0	\$	37,766	\$	38,238	\$	38,525	\$	38,381
	0.5	\$	38,626	\$	39,109	\$	39,402	\$	39,256
	1.0	\$	41,818	\$	42,341	\$	42,658	\$	42,499
	1.5	\$	42,822	\$	43,357	\$	43,682	\$	43,520
	2.0	\$	43,826	\$	44,373	\$	44,706	\$	44,540
	2.5	\$	44,881	\$	45,442	\$	45,782	\$	45,612
	3.0	\$	45,940	\$	46,515	\$	46,864	\$	46,689
	3.5	\$	46,985	\$	47,572	\$	47,929	\$	47,750
	4.0	\$	48,173	\$	48,775	\$	49,141	\$	48,958
	4.5	\$	49,342	\$	49,959	\$	50,334	\$	50,147
	5.0	\$	50,517	\$	51,148	\$	51,532	\$	51,340
	5.5	\$	51,751	\$	52,398	\$	52,791	\$	52,595
	6.0	\$	52,988	\$	53,650	\$	54,052	\$	53,851
	6.5	\$	54,284	\$	54,963	\$	55,375	\$	55,169
	7.0	\$	55,575	\$	56,270	\$	56,692	\$	56,481
	7.5	\$	56,925	\$	57,637	\$	58,069	\$	57,853
	8.0	\$	58,277	\$	59,005	\$	59,448	\$	59,227
	8.5	\$	59,684	\$	60,431	\$	60,884	\$	60,657
	9.0	\$	61,093	\$	61,857	\$	62,321	\$	62,089
	9.5	\$	62,564	\$	63,346	\$	63,821	\$	63,583
	10.0	\$	64,034	\$	64,835	\$	65,321	\$	65,078
<b>MA15</b>	0.0	\$	39,029	\$	39,517	\$	39,813	\$	39,665
	0.5	\$	40,072	\$	40,573	\$	40,878	\$	40,725
	1.0	\$	43,468	\$	44,012	\$	44,342	\$	44,177
	1.5	\$	44,588	\$	45,145	\$	45,484	\$	45,314
	2.0	\$	45,706	\$	46,277	\$	46,624	\$	46,451
	2.5	\$	46,879	\$	47,465	\$	47,821	\$	47,643
	3.0	\$	48,053	\$	48,654	\$	49,018	\$	48,836
	3.5	\$	49,284	\$	49,900	\$	50,274	\$	50,087
	4.0	\$	50,517	\$	51,148	\$	51,532	\$	51,340
	4.5	\$	51,809	\$	52,456	\$	52,850	\$	52,653
	5.0	\$	53,104	\$	53,768	\$	54,171	\$	53,970
	5.5	\$	54,461	\$	55,141	\$	55,555	\$	55,348

Richmond Community School Board of Education  
and  
Richmond Education Association  
Tentative Agreement 8/24/06

		1st Semester 1.25% 2006-07		2nd Semester 0.75% 2006/07		Blended Contract
	2005-06					
	6.0	\$ 55,815	\$ 56,512	\$ 56,936	\$ 56,724	
	6.5	\$ 57,224	\$ 57,940	\$ 58,374	\$ 58,157	
	7.0	\$ 58,632	\$ 59,365	\$ 59,810	\$ 59,587	
	7.5	\$ 60,101	\$ 60,853	\$ 61,309	\$ 61,081	
	8.0	\$ 61,572	\$ 62,342	\$ 62,809	\$ 62,575	
	8.5	\$ 63,097	\$ 63,886	\$ 64,365	\$ 64,126	
	9.0	\$ 64,619	\$ 65,427	\$ 65,918	\$ 65,672	
	9.5	\$ 66,211	\$ 67,039	\$ 67,542	\$ 67,290	
	10.0	\$ 67,800	\$ 68,647	\$ 69,162	\$ 68,905	
<b>MA30</b>	0.0	\$ 40,692	\$ 41,201	\$ 41,510	\$ 41,355	
	0.5	\$ 41,713	\$ 42,235	\$ 42,551	\$ 42,393	
	1.0	\$ 45,492	\$ 46,061	\$ 46,406	\$ 46,233	
	1.5	\$ 46,536	\$ 47,118	\$ 47,471	\$ 47,294	
	2.0	\$ 47,583	\$ 48,177	\$ 48,539	\$ 48,358	
	2.5	\$ 48,877	\$ 49,488	\$ 49,859	\$ 49,673	
	3.0	\$ 50,168	\$ 50,795	\$ 51,176	\$ 50,985	
	3.5	\$ 51,520	\$ 52,165	\$ 52,556	\$ 52,360	
	4.0	\$ 52,874	\$ 53,535	\$ 53,937	\$ 53,736	
	4.5	\$ 54,282	\$ 54,960	\$ 55,373	\$ 55,167	
	5.0	\$ 55,686	\$ 56,382	\$ 56,805	\$ 56,593	
	5.5	\$ 57,153	\$ 57,867	\$ 58,301	\$ 58,084	
	6.0	\$ 58,622	\$ 59,355	\$ 59,800	\$ 59,578	
	6.5	\$ 60,150	\$ 60,902	\$ 61,359	\$ 61,130	
	7.0	\$ 61,677	\$ 62,448	\$ 62,916	\$ 62,682	
	7.5	\$ 63,269	\$ 64,060	\$ 64,540	\$ 64,300	
	8.0	\$ 64,857	\$ 65,668	\$ 66,161	\$ 65,914	
	8.5	\$ 66,503	\$ 67,334	\$ 67,839	\$ 67,587	
	9.0	\$ 68,151	\$ 69,003	\$ 69,521	\$ 69,262	
	9.5	\$ 69,910	\$ 70,784	\$ 71,315	\$ 71,049	
	10.0	\$ 71,667	\$ 72,563	\$ 73,107	\$ 72,835	

RICHMOND COMMUNITY SCHOOLS  
RICHMOND, MICHIGAN

2006-2007 CALENDAR

TA 6-26-06  
D. M. J. B.  
Tina Sjovesssen Cole

Monday	August 28	PROFESSIONAL DEVELOPMENT No school for all students
Tuesday	August 29	PROFESSIONAL DEVELOPMENT No school for all students
Wednesday	August 30	PROFESSIONAL DEVELOPMENT No school for all students
Tuesday	September 5	FIRST DAY OF SCHOOL – ½ Day for students full day for teachers
Monday	October 9	PROFESSIONAL DEVELOPMENT No school for all students
Wednesday	October 18	PARENT – TEACHER CONFERENCES 5:00 – 8:00 P.M. Full day for all students and teachers
Thursday	October 19	PARENT – TEACHER CONFERENCES ½ Day all students 12:00 – 2:00 M.S./H.S. 1:00 – 3:00 LEE 5:00 – 8:00 p.m. all schools
Friday	October 20	NO SCHOOL – Students and Teachers
Friday	November 3	END OF 1 <sup>ST</sup> MARKING PERIOD Records Day – ½ day for all students
Tuesday	November 21	THANKSGIVING RECESS BEGINS AT END OF DAY
Monday	November 27	CLASSES RESUME
Wednesday	December 20	CHRISTMAS RECESS BEGINS AT END OF DAY
Thursday	January 4	CLASSES RESUME
Wednesday	January 24	½ DAY ALL STUDENTS Exams/Records ½ day comp. Lee Teachers
Thursday	January 25	½ DAY ALL STUDENTS Exams/Records - Full day staff.
Friday	January 26	END OF 2 <sup>ND</sup> MARKING Records Day – ½ day for all students
Wednesday	February 14	WINTER RECESS BEGINS AT END OF DAY
Tuesday	February 20	CLASSES RESUME

PAGE 2  
2006-2007 SCHOOL CALENDAR

Friday	March 23	END OF 3 <sup>RD</sup> MARKING Records Day – ½ day for all students
Wednesday	April 4	PARENT – TEACHER CONFERENCES 5:00 – 8:00 P.M. ELEMENTARY ONLY Full day for students and teachers
Thursday	April 5	SPRING RECESS BEGINS AT END OF DAY
Monday	April 16	CLASSES RESUME
Friday	May 11	PROFESSIONAL DEVELOPMENT No school for all students
Thursday	May 24	MEMORIAL DAY RECESS BEGINS AT END OF DAY
Tuesday	May 29	CLASSES RESUME
Wednesday	June 6	½ DAY ALL STUDENTS Exams/Records
Thursday	June 7	½ DAY ALL STUDENTS Exams/Records
Friday	June 8	LAST DAY OF SCHOOL ½ DAY ALL STUDENTS
Monday	June 11	FIRST DAY TO BE UTILIZED FOR SNOW DAY MAKE-UP

Add 5 min. to the day= 384 minutes

Add 1 min per class

6 min passing for Middle School and High school time

172 student days

178.5 teacher days

REA Proposal

ARTICLE IX  
SICK LEAVE DAYS

A. A total of ten (10) days at the beginning of each year is granted each teacher for sick leave. Teachers working during the summer months will be given one day per month of sick leave prorated. Unused portions of these days may be accumulated up to 145. 180. All accumulated days at the time of the signing of this contract will be honored. The Board may ask for and be given proper evidence of authenticity of reason given for absences. However, before taking action on cases of alleged abuse, the Board shall first submit them to the Association for it to investigate. The Association's report of its findings and recommendation on the case shall be forwarded to the Board, within seven (7) days of being notified. Sick leave days may be used as follows:

1. Sick leave days may be used for either personal or family illness. Family shall be defined as mother, father, spouse, children or any other person defined as a dependent by the I.R.S. Sick leave for family illness may only be used in the event of serious illness or when no other person is available to stay with such family member. The Board may require verification should there be a reason to believe that there has been abuse of this provision.

~~B. Teachers who have accumulated more than 145 sick days at the end of the 1986-1987 school year have these days frozen at that level. The Board may offer to pay out the value of days in excess of 145 upon approval of the teacher. Payment shall be made at the rate in effect at the time of payout pursuant to the formula provided in Article XVI, Paragraph I.~~

TA ~~Miss~~ ~~My~~ 6-17-08  
Sharon Miller 6-17-08  
TA Jane Cassidy 6-17-08  
Peter R. 6-18-08  
Tina Spencer Cole 6-18-08

REA PROPOSAL

- F. Teachers required in the course of their work to drive personal automobiles from one school building to another school will receive a car allowance of ~~twenty-five (\$25) cents per mile~~ equal to the IRS rate per mile. The same allowance shall be given for use of personal cars for field trips or other business of the district. The Board shall provide liability insurance protection for teachers when their personal automobiles are used as provided in this section.

TA Ann Mysl 6-17-08

Sharon Miller 6-17-08

TA Jane Cassidy 6-17-08

Ralph Red 6-18-08

Tina Sypersen Cole 6-18-08

REA Salary Proposal

2007-2008:

1% true annuity (with proposed change in contract language for Article XVI, section L).

2008-2009:

2% increase paid out at 1% first semester and 1% second semester

TA Mudge 6-17-08

Sharon Miller 6-17-08

TA J. Cassidy 6-17-08

Patricia 6-18-08

Tina Sorenson Cole 6-18-08

REA Proposal

Insurance benefits:

MESSA Choices II XVA2 \$10/\$20 RX

Plan with the same specs as current plan but increasing the drug co-pay from \$10/\$10 to \$10/\$20

TA ~~MB~~ 6-17-08  
Sharon Hilley 6-17-08  
TA J. Cassady 6-17-08  
Patt Red 6-18-08  
Tina Spensen-Cole 6-18-08

TA 6-17-08  
 Jane Cassidy  
 Tina Spivey Cole 6-18-08  
 67708 TA [Signature]  
 Sharon Miller 6-17-08  
 Peter [Signature] 6-18-08

~~K. Each teacher shall advise the district of his/her retirement eligibility date according to the Michigan Teachers Retirement Plan on or before October 31, 1994. The form of notification shall authorize the district to obtain from the Michigan Teachers Retirement Plan such information as the district may need to confirm that date. Any subsequent purchases of retirement eligibility time must be reported by the teacher to the district at the time of such purchase.~~

A teacher who retires in his/her first five years of THE STATE OF MICHIGAN ORS eligibility shall be eligible to receive bonus payments according to the tier schedule in this section. The tier level of bonus payment eligibility shall be the same as the year of retirement eligibility in which the teacher retires. Thus, if a teacher retires in his/her first year of retirement eligibility, tier 1 applies. If in the second year of retirement eligibility, tier 2 applies and so on. IT SHALL BE THE TEACHER'S RESPONSIBILITY TO PROVIDE DOCUMENTATION TO THE BOARD OF THEIR RETIREMENT ELIGIBILITY DATE IF THEY WISH TO USE THIS SECTION

~~A teacher who retires under this section shall in the year of his/her retirement receive 1/5 of the tier base that applies. In each of the succeeding four years the teacher shall be eligible to receive an additional 1/5 of the tier base. Exercise of that eligibility by the teacher shall occur by the teacher attending the annual teacher orientation session as a consultant. If the teacher is unable to attend the orientation session and the district is notified thereof in advance of the session, the district shall employ the services of a substitute teacher and then make the payment to the retired teacher less the cost of the substitute teacher. Failure to attend the orientation or arrange for a substitute shall forfeit the consultant pay eligibility for that year. In the event a retired teacher dies with years of unexercised consultant pay eligibility, the district shall pay to his/her estate, in a lump sum, the consultant pay the deceased teacher would have received if he/she had lived and had exercised eligibility by attending the orientation session for each year of such eligibility.~~

A teacher who retires under this section shall give the district notice of his/her intention to retire on or before June 30, for the retirement to be effective for the ensuing semester. Such notice when given shall be irrevocable.

FOR THE 2007-2008 AND 2008-2009 SCHOOL YEARS

Tier 1 base = 60% of the top of Masters schedule.	50%
Tier 2 base = 55% of the top of Masters schedule.	45%
Tier 3 base = 50% of the top of Masters schedule.	40%
Tier 4 base = 20% of the top of Masters schedule.	20%
Tier 5 base = 10% of the top of Masters schedule.	10%

TAMM Hull

6-17-08

Sharon Miller 6-17-08  
TA Jane Cassidy

6-17-08

Paul 6-18-08

Tina Spruison-Cole 6-18-08

FOR THE 2009-2010 SCHOOL YEAR

Tier 1 base = 60% of the top of Masters schedule.	40%
Tier 2 base = 55% of the top of Masters schedule.	35%
Tier 3 base = 50% of the top of Masters schedule.	30%
Tier 4 base = 20% of the top of Masters schedule.	15%
Tier 5 base = 10% of the top of Masters schedule.	10%

IN 2010-2011, SECTION K WILL BE DELETED FROM THE MASTER AGREEMENT

~~For the school year 1995-1996 only, currently employed teachers, eligible to retire before August 15, 1995, shall, for purposes of this section, be considered to have an eligibility date of August 15, 1995, if they give irrevocable notice to retire on or before June 30, 1995.~~

~~For those teachers who gave notice of retirement to the district on or before June 30, 1994, retirement shall be considered to be at Tier 3 level, regardless of retirement eligibility.~~

~~L. Commencing June 6, 1987, EACH YEAR the Board shall contribute 1% of each teacher's CURRENT salary toward a tax-sheltered annuity for each bargaining unit member. Such contribution shall be made on or before June 30. The amount of money contributed for each teacher shall be determined by multiplying the teachers salary by 1% after the June, 1987 COLA has been folded into the salary schedule. Any current annuity program which has an agent of record with the Board may be selected for this benefit by each member. The tax-sheltered annuity will belong to each member who signs up for this benefit. Once the annuity is calculated, it shall remain frozen at this same dollar amount for each teacher thereafter.~~

# Richmond Community Schools 2008 - 2009

AUGUST/SEPTEMBER 2008						
24	25	26		29	30	
31			3	4	5	6
7	8	9	10	11	12	13
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OCTOBER 2008						
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DECEMBER 2008						
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Elem. conferences 5

MAY 2009						
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JUNE 2009						
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JULY 2009						
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30	31					

School Breaks	
	President's Day
	Legal Holidays - Public Schools
	Easter
	Professional Development
	Half Days
	Conferences
	No School
	167 Student 178 Teacher Days

See EMS

1/2 day comp - elem. only

mme HS PD only

Elem. conferences

JAN 6-17-08  
Sharon Miller 6-17-08  
Jane Cassidy 6-17-08

Tina Sjursen Col 6-18-08  
Paul R. G. 6-18-08

# Richmond Community Schools 2008 - 2009

AUGUST/SEPTEMBER 2008						
24	25	26			29	30
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see e.m.s.  
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OCTOBER 2008						
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DECEMBER 2008						
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St 15 T 15

JANUARY 2009						
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FEBRUARY 2009						
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APRIL 2009						
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Elem conferences 5

MAY 2009						
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St 18 T 19

JUNE 2009						
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St 3 T 5  
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JULY 2009						
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AUGUST 2009						
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9	10	11	12	13	14	15
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23	24	25	26	27	28	29
30	31					

School Breaks	
	President's Day
	Legal Holidays - Public Schools
	Easter
	Professional Development
	Half Days
	Conferences
	No School
	167 Student 178 Teacher Days

JAN 6-17-08  
Sharon Miller 6-17-08  
Jane Cassidy 6-17-08

Tina Sjogren Col 6-18-08  
Peter R. G. 6-18-08

**Letter of Understanding**  
Between the Richmond Education Association  
and the Richmond Board of Education

The parties agree to establish a committee to review the Master Agreement between the Richmond Education Association and the Richmond Board of Education. The purpose of the committee will be to remove any outdated language or obsolete provisions. All modifications will be made by mutual agreement of the parties and will be completed by September 30, 2008. The committee will consist of six (6) members, three (3) appointed by the Board and three (3) appointed by the Association. At the conclusion of the committee's work, a Letter of Agreement will be written and signed by both parties to formalize any changes that will appear in the Master Agreement.

\_\_\_\_\_  
For the REA

\_\_\_\_\_  
For MEA-NEA Local 1

*Sharon Miller* 6-17-08  
For the Board

*TA Pat Nylk* 6-17-08  
*TA Jane Cassidy* 6-17-08  
*Robert Red* 6-18-08

*Tina Siverson Cole* 6-18-08

## Letter of Understanding

Between the Richmond Education Association  
and the Richmond Board of Education

The parties agree that a Committee will be established to review and develop guidelines and provide oversight for the utilization of Michigan Virtual High School, Michigan Virtual University, Brigham Young University, Dual Enrollment programs, and all such programs, and the eligibility for participation in these programs. The committee will consist of six (6) members, two (2) VHS mentor teachers, the Richmond High School principal or designee, the RHS counselor, the District Curriculum Director or designee, and the Association President or designee. All findings will be reported to the Board at the scheduled monthly meetings so they may establish board policy for these programs.

\_\_\_\_\_  
For the Richmond Education Association

\_\_\_\_\_  
For MEA-NEA Local 1

*Sharon Miller* 6-17-08  
For the Richmond Board of Education

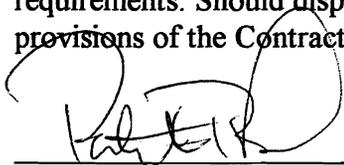
*T. B. Miller* 6-17-08

*T. Jane Cassidy* 6-17-08  
*Rated Rd* 6-18-08

*Tina Sypersen Cole* 6-18-08

LETTER OF UNDERSTANDING  
BETWEEN THE  
RICHMOND COMMUNITY SCHOOLS  
AND  
MEA/NEA LOCAL 1, RICHMOND

The parties agree that for the 2007-2008 school year the contractual NCA and ESEA requirements for one Chemistry/Physics position will be waived. Said position shall be filled by a member qualified to teach either chemistry or physics. For the 2008-2009 school year, teachers of chemistry and /or physics must meet NCA and ESEA requirements. Should displacement occur as a consequence of this provision, the slotting provisions of the Contract will be observed.



Dr. Patrick Bird, Superintendent

5/2/07

Date



Tina Syverson-Cole, REA President

5-2-07

Date

Michael LaBuhn, President, MEA/NEA Local 1

Date