

Master Agreement
between the
Richmond Board of Education
and
MEA-NEA Local 1, Richmond Education
Association

2021-22 | 2022-23 | 2023-24 | 2024-25

(June 27, 2022 Contract Extension)

NON-DISCRIMINATION STATEMENT

In compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education amendments of 1972, Section 504 of Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title II of the Americans with Disability Act of 1990, and Elliott-Larsen Civil Rights Act of 1977, it is the policy of the Richmond Community School District that no person shall, on the basis of race, color, religion, military status, national origin or ancestry, sex (including sexual orientation), disability, age (except as authorized by law,) height, weight, or marital status be excluded from participation in, be denied the benefits of, or be subjected to, discrimination during any program, activity, service or employment. Inquiries related to any nondiscrimination policies should be directed to the Superintendent, 35276 Division Road, Richmond, MI 48062 (586) 727-3565.

TABLE OF CONTENTS

Agreement.....	4
Article I – Recognition	4
Article II – Association and Teacher Rights.....	5
Article III – Board Rights	6
Article IV – Professional Staff Employees	7
Article V – Teaching Hours and Class Load	10
Article VI – Teaching Conditions.....	12
Article VII – Professional Qualifications and Assignments	17
Article VIII – Vacancies, Promotions and Transfers.....	18
Article IX – Sick Leave Days	19
Article X – Professional and Personal Leave	21
Article XI – Sabbatical Leave.....	23
Article XII – Unpaid Leaves of Absences	26
Article XIII – Teacher Evaluations.....	28
Article XIV – Professional Behavior.....	29
Article XV – Necessary Reduction in Staff – Layoff.....	29
Article XVI – Professional Compensation	30
Article XVII – Insurance Protections	34
Article XVIII – Special Assignments	37
Article XIX – Substitute Calls and Emergency School Closings	38
Article XX – Calendar with 1984PA 239 Amended	38
Article XXI – Student Discipline and Teacher Protection.....	39
Article XXII – Contract Administration and Consultation on Policy.....	41
Article XXIII – Professional Grievance Procedure	41
Article XXIV – Miscellaneous Provisions	44
Article XXV – Duration of Agreement	45

Appendices

Schedule A – Salary.....	46
Schedule B – Compensation for Co-Curricular Assignments	51
Schedule C – Calendar.....	56
Schedule D – Grievance Form.....	57
Schedule E – Professional Staff Employee Evaluation	60
Schedule F – Live Synchronous Virtual Instruction.....	60

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 I and NEA (Michigan Education Association and National Education Association), hereinafter called the 'Association is entered into on this 9th day of August 2021.

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 a 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, Dean of Students, 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 teachers' 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.
- 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 the teacher's annual salary, amount to be paid, placement on the appropriate salary schedule and total benefit cost to the District. Extra pay will be issued on an adjusting memorandum, 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 bargaining unit member shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection. As a duly elected body exercising 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 of 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 provided 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, 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. The parties recognize that the Michigan Employment Relationship Commission has adopted the *Weingarten* rule allowing requested union representation at any investigatory meeting at which the employee reasonably believes may result in discipline.
- J. Supervisory teachers of student teachers/interns shall be tenured teachers, whenever possible, and who voluntarily accept the assignment, with the approval of the Superintendent or designee.

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 Constitutions 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 and Laws of the United States.

ARTICLE IV PROFESSIONAL STAFF EMPLOYEES

This section applies only to those members of the bargaining unit who are not in positions requiring certification and whose employment is not governed by the Teacher Tenure Act (i.e. Speech Therapists and Social Workers). These positions are identified below as “Professional Staff Employees” (PSE).

Professional Qualifications

- A. PSE shall not be reassigned to another position except for 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 extending beyond the current school year.

Assignment Notification

- A. After the notice of assignment given by June 1st, until the succeeding June 1st assignments, no involuntary change of assignments as defined above shall be made without the consent of the PSE, 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. If the PSE objects to such reassignment he/she may submit the dispute for resolution to the grievance procedure.

Vacancies

- A. Vacancies, which the Board determines to fill, shall be filled on the basis of experience, competency and qualifications of the applicant and length of service in the District. An applicant with less service in the District shall not be awarded such position unless the applicant’s qualifications shall be substantially superior.
- B. 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 fourteen (14) calendar days before the position is filled and notify the Association. Any new positions shall be posted with accompanying job descriptions.

Evaluation

- A. The Association and the Board will meet and endeavor to agree upon an evaluation form for PSE. If an agreement has not been reached on an evaluation form as of the commencement of the school year, the evaluation form currently in use in the district and contained in *Schedule E - Professional Staff Employee Evaluation*, shall be used for evaluations.

- B. Each PSE will be evaluated yearly. 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.

The administration shall notify the Association of the evaluator (by administrative position) assigned to each bargaining unit member at least fourteen (14) calendar days prior to the first evaluation.

- C. Each observation shall be made in person for a minimum of thirty (30) minutes. All monitoring or observations of the performance of the PSE shall be conducted openly and with full knowledge of the PSE. It shall be the responsibility of both parties to communicate with each other regarding observations within seven (7) calendar 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 the PSE has any area that needs improvement, the evaluator shall develop a plan of improvement which:

- a. Identifies specifically the area that needs improvement.
- b. Provides the PSE with specific, appropriate written recommendations for improvement, which are stated in observable behavioral terms.
- c. Develops a fair and workable timeline for improvement. This timeline shall include follow-up visit(s) to evaluate the area(s) of concern.
- d. 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 PSE and to the Association. Within fourteen (14) calendar days the Association shall make recommendations regarding the plan. Within seven (7) calendar days after receipt of the recommendations a final plan shall be given to the PSE 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 the PSE who is disciplined or discharged for incompetence.

- D. A copy of the written evaluation shall be submitted to the PSE prior to April 1st at the time of a post observation conference: one to be signed and returned to the administration, the other to be retained by the PSE. In the event that the PSE feels

the evaluation was incomplete or unjust, the PSE may put objections in writing and have them attached to the evaluation report to be placed in their personnel file. All evaluations shall be based upon valid criteria for evaluating professional growth as stated in the mutually agreed upon evaluation instrument. A second evaluation by another administrator shall be granted upon the request of the PSE to the Superintendent. The request must be in writing and must outline specific reasons for the request.

Discipline

- A. No PSE shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause.
- B. Any complaint not called to the attention of the PSE may not be used as the basis for any written reprimand, discipline or discharge.
- C. Disciplinary records of a non-reoccurring, negative nature will be removed from a PSE's personnel file three (3) years after the date of entry.

Seniority-Reduction Notification

- 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 educational program, curriculum, and staff when funds are not available, or if there is a substantial decrease in students enrolled in the school district, hereby agree as follows:
 - 1. Such layoffs shall be in accordance with the provisions as established in this Article. In the event of a reduction in PSE personnel, the individuals with the least seniority by classification in the system must accept reassignment, where qualified, to any vacancies that may exist in their respective area of responsibility.
 - 2. In the event of a reduction in PSE personnel in excess of vacancies which the Board intends to fill, placement is the process of determining which employees shall be eligible for assignment and which employees shall be placed on lay-off status. It is the goal of the placement process to retain the most senior PSE. This section takes precedence over any assignment transfer rights. The following procedures shall be utilized in placing PSE:
 - a. The Superintendent and Association President shall meet for the purpose of implementing PSE lay-off procedures. Lay-off shall be by seniority within classification (i.e. Speech Therapists and Social

Workers). The intent of this provision is that the most senior PSE shall be retained over the least senior PSE, if certifications/license allows.

b. Association President and the Superintendent will discuss any recall and if no objection is received, the Superintendent shall proceed with the recall by seniority within classification.

3. All PSE subject to lay off will receive thirty (30) calendar day notice prior to the effective day of layoff.

Professional Grievance Procedure

A. Discharge and discipline are a proper subjects for a grievance under this Article.

Evaluation Criteria

See form in *Schedule E - Professional Staff Employee Evaluation*

ARTICLE V TEACHING HOURS AND CLASSLOAD

- A. A teacher's workday, including an uninterrupted lunch period, shall consist of seven (7) clock hours. An uninterrupted lunch period will consist of no less than thirty minutes.

A teacher shall report to his/her teaching station and/or its adjacent hall area not later than five (5) minutes before the beginning of the school day.

- B. Elementary (Grade K-5) teachers shall have a weekly preparation time of 250 minutes. During the daily preparation time for teachers, special instruction for students shall be provided.

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 5 hours and 20 minutes, unless mutually agreed or otherwise negotiated in the school calendar.

Beginning with the 2023-24 school year, secondary (Grade 6-12) teachers will have six (6) class periods of teaching time and one (1) period of preparation time each day.

Preparation time for less than full-time equivalent teachers shall be prorated to their FTE assignment. For example:

Teacher FTE	Prorated Preparation Time Calculation
0.1 to 0.5	0.07
0.6 to 1.0	0.14

- C. 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.
- D. 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.
- E. Newly employed first year teachers shall be assigned the lowest class size of their teaching levels. The District will attempt to minimize the number of daily preparation a secondary teacher is assigned when developing the master schedule. In the event that more than four (4) daily preparation periods are assigned, the District will meet with REA leadership to review and discuss the master schedule in an effort to reduce the number of daily preparations.
- F. Teachers are encouraged to attend extra-curricular activities and are expected to participate in other school related functions within reason.
- G. 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 determinations as to the frequency of the in-service meetings and the content and format of such meetings.
- H. There will be a Curriculum Committee consisting of the Superintendent, the Building Principals, the Curriculum Coordinator; 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.
- I. 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 all 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.

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 ensure the high quality of education that is the goal of both the Association and the Board. It is 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 in the elementary school shall not exceed 30 students per self-contained classroom.
2. Class size in the middle and high school shall not exceed 180 student contacts per day. There shall be no more than 30 per class period.
3. Class size shall not exceed 45 students per teacher in physical education.

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

The number of special education students assigned to a teacher of record in any self-contained classroom in the elementary school shall be equalized. The number of special education students in middle and high school shall not exceed eight (8) per class. The foregoing limits may be exceeded when a co-teacher, certified in special education, is assigned to the classroom or if mutually agreed, a paraprofessional may be 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, prior to the first student day of the school year, or if mutually agreed thereafter.

For the purposes of this Article, the official tally for class size will be the 1st official count day of the school year for 1st semester and the 2nd official count day of the school year for 2nd semester, as determined by the State of Michigan. If the class limits for the day are exceeded at any time following the count day, the Association and the affected teacher(s) will sit down with the Administration to determine a resolution. For the purpose 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 students for which the teacher is not responsible to grade. In the case of an overage as of each count day, the average will be paid out to the teacher at a rate of \$4 per day, per student over class size count for the balance of the semester that there continues to be an overage.

- 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 and 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, and 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 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. Grade books, if PowerSchool is not available, paper, pencils, pens, white board markers, 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 laboratory science teachers, and 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 as 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 teachers' fund created for that purpose.
- J. Adequate off-street parking facilities shall be provided and properly maintained and identified exclusively for staff.
- 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 Section 1277 of the Revised School Code.
 - 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 a criterion 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 in accordance with Article XVI, Professional Compensation.

5. SIP 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.
- P. 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 utilizing research-based instructional methods, in the best manner of which he/she is capable.
- Q. 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.
- R. The Board may offer online classes, as allowed by pupil accounting rules and regulations, at the middle and high school during the regular school hours in compliance with state regulations. All students taking online courses, supported by the District, during the school year shall be assigned a mentor. Teachers shall only be assigned as an online mentor to students taking online courses at the same time as the preparation hour of the teacher and can mentor a student in any course. To the extent possible, the onsite mentor shall be a content area teacher in the content of the online course. Mentors shall be paid \$125.00 per student, per semester. The mentor teacher will not be expected to create lesson plans, teach lessons, or evaluate student progress.
- S. 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 ASSIGNMENT NOTIFICATION

- 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 may 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. 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 and/or university, and/or a special, provisional or permanent certificate.
 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.
- C. 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.
- D. All teachers shall be given written notice of their tentative assignment, via email, which shall include number of periods, number of preparations and subjects taught and/or grade level for the forthcoming year within seven (7) calendar days after the Board of Education approves the original Fiscal Year Budget, for the upcoming school year.

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

- a. Reassignment to a different building.
- b. In the elementary, reassignment to a different grade.

- c. 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.).
 - d. In the secondary, reassignment to another department.
 - e. In middle school, reassignment to a different grade or another subject.
- E. If tentative assignments are changed, the Superintendent or designee shall notify the affected teacher and the Association in writing of the change.

If a change in a teacher's certification will occur because of courses taken during the summer, the Superintendent must be given proof of enrollment by July 15th. If the class will not be completed more than thirty (30) days before the first teacher workday, a letter from the instructor indicating that the class will be successfully completed must be submitted thirty (30) days prior to the first teacher work day. If the class is completed, the grade must be submitted thirty (30) days prior to the first teacher workday.

Failure to comply with these dates may result in the inability of a teacher to use this new certification when the District determines final assignments.

ARTICLE VIII 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.
- B. 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, via email, to the Superintendent or designee by the Friday following Memorial Day each year. The written email 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 Superintendent or designee.
- C. 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.

**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. Unused portions of these days may be accumulated up to 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. 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 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 or seven (7) calendar days, whichever comes first, 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.
- Through mutual agreement with the Association, the Superintendent has the authority to grant additional bereavement days, on a case-by-case determination, without establishing precedent or practice.
- C. 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 fourteen (14) calendar days.
- D. Teachers shall be permitted to be absent from their duties without loss of pay or leave days for taking selective service examinations.
- E. 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 Workers 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.

F. Sick Leave Bank –

A sick bank 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 bank is mandatory for all teachers. Each new participant shall contribute one (1) 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 (1) 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 utilize 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-five (25) days 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, the teacher will not be subject to the waiting period. Following the twenty-fifth (25) 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 Committees decisions 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 Association's decisions, administration, and operation of the Sick Bank.
- G. The Board shall grant leaves under the Family and Medical Leave during the Board defined period to eligible employees in accordance with the Family and Medical Leave Act (FMLA) of 1993.

All requests for such leave shall be made to the Superintendent or designee. 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 is 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 seven (7) calendar 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 shall not be taken the day before, the day of, or the day after a holiday or holiday break, or the day of Parent-Teacher Conferences, Records Day or Semester/Final Exams. Appeals for unforeseen emergencies may be made to the Superintendent.
6. A teacher planning to use a business day, or days, shall notify the Superintendent or designee immediately upon knowing his/her need to take a business day.
7. The Superintendent or designee may question the reason for the business day, if the principal/supervisor has evidence the teacher did not make proper use of the day.

SAMPLE FORM

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.

8. Any teacher not using all of his/her personal business leave days in a given school year shall have those days rolled over to sick days for the following school year.
- C. A teacher taking zero (0) sick days shall receive compensation equivalent to one (1) day of pay, at the teacher's per diem rate.

Any teacher taking no more than one (1) sick day shall receive compensation equivalent to one-half (1/2) day of pay, at the teacher's per diem rate.

Such compensation shall be paid in the June 25th payroll to a District-approved annuity provider.

- 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 his/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 appointees to perform such duties as are acceptable. Such days shall be reimbursed as follows:

For the first fifteen school days, the Association shall pay the cost associated with the substitute teacher for absences necessitated by union leave. No more than two (2) teachers from each school shall be gone at the same time.

For days in excess of fifteen, the Association shall pay the total cost of the individual(s) utilizing the days, inclusive of salary and fringe benefits.

The Association President shall be paid \$6,800.

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 1235 of the Revised School Code and any amendments thereto as follows:

- A. 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 employees' retirement funds.
- C. A teacher upon return from a sabbatical leave shall be restored to his/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.

In addition, sabbatical leaves shall be governed by the following terms and conditions:

- a. No more than two teachers may be granted leave during any 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.
- D. 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 unexpired 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.
- E. 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.
- F. 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.
- G. The next regular salary increment shall be granted at the beginning of the next fall year of school following return to service.

- H. Sabbatical leaves shall also serve as a leave without pay from other school activities.
- I. 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 requirements of said leave until a final report has been approved by the Superintendent. In his discretion, the Superintendent may require proof that the approved program has been followed. When approved by the Superintendent, he shall transmit the final reports to the Board of Education.
- J. Applications for sabbatical leave shall be filed with the Superintendent not later than February 15th for a leave commencing the first semester of a school year, or September 15th for a leave beginning the second semester of a school year.
- K. Applicants must file with the application a detailed plan for the period of the leave.
- L. 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:
 - 1. The sabbatical leave committee shall make recommendations to the Superintendent concerning all applications. In re-commending 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.
 - 2. The sabbatical leave committee will forward its recommendation within fifteen (15) days after receipt of the application.
- M. The Superintendent shall notify all applicants as to the final disposition of the request by October 31st for the second semester or March 31st for the first semester.
- N. Applicants approved for sabbatical leave shall be governed by the following:
 - 1. Substantial changes in the approved program of said leave must be approved by the Superintendent.
 - 2. 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.

3. 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 LEAVE OF ABSENCE

1. 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, or Teacher's Corps as a full-time participant in such programs; or work program related to his/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.
2. 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.
3. 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.
4. The Board shall grant any pregnant employee leave of absence upon written request, subject to the following provisions:
 - 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. The employee shall provide the Board with a physician's letter stating the termination date of such leave.

- 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.
- 5. 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.
- 6. The Board may grant leaves for reasons other than those previously stated. The granting of such leaves shall be based upon written application.
- 7. A leave of absence is not considered a break in service for seniority purposes. See Article XV.
- 8. 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.
- 9. Teachers returning from leaves shall be assigned their same positions or comparable positions. Comparable shall be defined as the area of the teacher's certification.
- 10. 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.
- 11. Accumulated allowable days of absence shall be maintained but shall not accrue during the periods of the leave.
- 12. Teachers on leave must notify the Superintendent or his/her designee on or before March 1st of their intention to return or of their desire to extend their leave. The Board shall notify each affected teacher by February 1st 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
MENTORS AND PERSONNEL FILES**

- A. The Board shall appoint a mentor teacher for every probationary teacher during his/her first three (3) years of classroom teaching. A probationary teacher shall be defined as new to the profession, not new to the District. The mentor, insofar as possible, shall be a tenure teacher with a minimum of five (5) years of teaching experience and shall be engaged in teaching within the same grade, building, or discipline as the probationary teacher. Mentor teachers shall serve on a voluntary basis. The mentor shall not be involved in the evaluation of the probationary teacher. Mentors and Mentees shall be paid a stipend of \$300 each for a minimum of twelve (12) hours of mentoring activity that support the needs of the Mentee. This stipend shall be paid in the last payroll in June provided an *Employee Time Sheet* is received in Payroll by June 10th. Time sheet must include the date, time and nature of the activity of Mentor-Mentee time and be approved by the building principal. The Mentor and Mentee shall mutually agree upon the date and time for such mentoring activity which may occur before school, during common preparation periods, at lunch, or after school. Mentor-Mentee observations may occur during student instructional time, with prior approval of the building principal. 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.

If mutually agreed upon by the Association and Superintendent, a mentor may be provided for teachers who are new to the District and/or new to a grade-level/subject or building. Upon approval, Mentors and Mentees shall be paid a stipend of \$200 each for a minimum of eight (8) hours of mentoring activity that support the needs of the Mentee. This stipend shall be paid in the last payroll in June provided an *Employee Time Sheet* is received in Payroll by June 10th. Time sheet must include the date, time and nature of the activity of Mentor-Mentee time and be approved by the building principal. The Mentor and Mentee shall mutually agree upon the date and time for such mentoring activity which may occur before school, during common preparation periods, at lunch, or after school. Mentor-Mentee observations may occur during student instructional time, with prior approval of the building principal.

- B. 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. 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:

- a. All teacher evaluation reports
- b. Copies of annual contracts
- c. Teacher certificate

- d. A transcript of academic records
- e. Tenure recommendation

Both the Association and the District understand and agree that the provisions of this section are subject to the Michigan statutes commonly known 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.

- C. Any complaint made against a teacher by a parent, student, or other person will be promptly called to the attention of the teacher.
- D. The provisions of this article shall not be altered nor modified by any 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 provisions 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 by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of same shall be promptly reported to the offending teacher.

ARTICLE XV SENIORITY – REDUCTION NOTIFICATIONS

- A. 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 workday 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.

Upon the return of a teacher from a leave during which seniority is not accumulated, the teacher shall 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.

- B. The Board and the Association will meet, upon request, to verify the seniority list.
- C. 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.
- D. In the case of the closing of a building, the Board will:
 - 1. Provide to the Association a list of teaching assignments available sixty (60) days preceding the closing.
 - 2. Provide a list of displaced teachers to the Association sixty (60) days preceding the closing.

ARTICLE XVI PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in the Appendix (e.g. Schedule A), which is attached to and incorporated in this Agreement. Such salary schedules shall remain 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 15th 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.

Beginning July 1, 2022, teachers taking advanced coursework from an accredited college or university may apply earned credits towards a Lane change from a BA to BA+15 or MA (formerly BA+30/MA) to MA+15. Credits earned do not need to be in a Masters or Educational Specialist degree granting program.

Teachers who earned credits in a recognized Masters or Educational Specialist program from an accredited college or university shall be eligible for a Lane change from BA+15 to MA or MA+15 to MA+30/EDSP. Credits earned must be recognized in an advanced degree program for a Masters or Educational Specialist degree.

- C. Each teacher shall receive, upon eligibility, in their final check of the school year, longevity based on the following schedule: Longevity payments will be as follows: 15-19 years - \$600.00; 20-24 years - \$1200.00; 25-29 years - \$2,100.00; 30-30+ years - \$2,700.00. Payment of such increments shall be the last pay period in June. Seniority is defined in Article XV of this contract.

For the 2021-22 school year, the 2020-21 longevity payment shall be paid the first pay in December. The 2021-22 school year's longevity payment, and subsequent years, shall be paid the last pay period in June.

Beginning with the 2022-23 school year, longevity payments will be as follows:

10-14 years	\$ 450.00
15-19 years	\$ 630.00
20-24 years	\$ 1,260.00
25-29 years	\$ 2,205.00
30+ years	\$ 2,835.00

- D. If a teacher accepts a permanent teaching assignment during his/her preparation period or outside the normally scheduled school day, the teacher will be paid at a rate based on one-seventh (1/7) of his/her regular teacher's salary.

The District and the Association recognize that emergency situations occur in which substitute teachers may be in short supply. Positions shall be filled by available teachers on a rotating schedule. Teachers shall be paid \$37.00 per missed preparation period.

- 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 1/7 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 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. Mileage shall be calculated from the teacher's assigned building for the day to the approved destination.
- 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 per fiscal year deductions for tax sheltered annuities.

H. Teachers may elect to receive their salary on one of two (2) plans as follows:

1. Twenty-four (24) equal payments including checks during July and August.
2. Twenty (20) equal payments during the months of the school year.

When a regular pay date falls during a school recess period, all Employees shall be paid on their regularly scheduled pay date. If a regular pay date falls on a weekend, then the employee shall be paid the Friday before the regular pay date. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose.

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, or any other plans or programs jointly approved by the Association and the Board.

I. Pay for unused sick days at retirement – Teachers who notify the District by May 1st of their retirement year, shall be entitled to 50% of their accumulated unused sick days at a rate of 30% of their daily wage at retirement. Unused sick day pay-out shall be deposited into a District-approved annuity provided on or before June 25th.

Example	Base Salary	Daily Rate (Based on 181 days)	30% of Daily Rate	# of Sick Days	50% of Sick Days	Payout
BA	\$61,249	\$338.39	\$101.52	180	90.0	\$9,136.59
BA+15	\$63,946	\$353.29	\$105.99	180	90.0	\$9,538.91
MA	\$66,634	\$368.14	\$110.44	180	90.0	\$9,939.88
MA+15	\$70,552	\$389.79	\$116.94	180	90.0	\$10,524.33
MA+30/Ed.S.	\$74,577	\$412.03	\$123.61	180	90.0	\$11,124.75

Teachers who utilize no sick days in the 180 school days prior to their retirement shall receive an additional \$10 per day for 50% of unused sick day.

50% of 180 sick days equals 90 sick days
 90 sick days x \$10 equals \$900

Teacher who utilizes no sick days in the 360 school days prior to their retirement shall receive an additional \$20 per day for 50% of unused sick day.

50% of 180 sick days equals 90 sick days
90 sick days x \$20 equals \$1,800

Teacher who utilizes no sick days in the 540 school days prior to their retirement shall receive an additional \$30 per day for 50% of unused sick day.

50% of 180 sick days equals 90 sick days
90 sick days x \$30 equals \$2,700

- 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 reinstitution 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 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 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. 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.
- L. Teachers who serve on the SIP Committee shall be paid on pro-rated hourly wages based on BA. Step 0 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.
- M. A joint committee will review making possible additions/deletions to the present annuity (403b) carriers as needed. The committee shall consist of no more than five (5) members appointed by the Association President and no 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 it from the list of carriers. The Business Manager and Association President (or their designees) shall co-chair the committee, and mutually agree to the committee's recommendations.

- N. Teachers attending extra school sponsored in-service or curriculum development programs approved in advance by the Superintendent, outside of the regular school workday, Saturday, or summer will be compensated at \$25.00 per hour. Such activities will be voluntary.

ARTICLE XVII INSURANCE PROTECTION

The Board of Education shall solicit bids on insurance programs, as required by law.

The Board shall provide all insurance benefits listed in Section A 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 B. below.

Section A.

The District shall pay the premium for Health Insurance, up to the legislative “Hard Cap,” and 100% of the premium of Dental, Vision, Life Insurance, AD&D, and LTD Benefit for *Option 1, Option 2, or Option 3* below.

OPTION 1 - MESSA Choices (PAK A)

Medical:

In Network Deductible:	\$500/\$1000
IN Coinsurance:	0%
OON Deductible:	\$1000/\$2000
IN Copay (OV/UC/ER)	\$20/\$25/\$50
RX Coverage:	Saver RX
Rider Included:	None

Dental:

Class I:	80% (e.g. Diagnosis/Preventative)
Class II:	80% (e.g. X-Rays)
Class III:	80% (e.g. Major Services)
Annual maximum:	\$1200
Class IV:	80% (e.g. Orthodontics)
Lifetime Maximum:	\$1200
Rider Included:	2 Cleanings
Enhanced dental benefits for impaired dependents	

Vision:	VSP 2 S
Term Life Insurance:	\$60,000
AD&D Insurance:	\$60,000

OPTION 2 - MESSA ABC PLAN 1 (PAK A)

Medical:

In Network Deductible:	\$1300/\$2600
IN Coinsurance:	0%
OON Deductible:	\$2600/\$5200
IN Copay (OV/UC/ER)	N/A
RX Coverage:	ABC RX
Rider Included:	HEQ
Dental:	
Class I:	80% (e.g. Diagnosis/Preventative)
Class II:	80% (e.g. X-Rays)
Class III:	80% (e.g. Major Services)
Annual maximum:	\$1200
Class IV:	80% (e.g. Orthodontics)
Lifetime Maximum:	\$1200
Rider Included:	2 Cleanings
Enhanced dental benefits for impaired dependents	
Vision:	VSP 2 S
Term Life Insurance:	\$60,000
AD&D Insurance:	\$60,000

OPTION 3 - MESSA ABC PLAN 1 with 20% Coinsurance (PAK A)

Medical:	
In Network Deductible:	\$1300/\$2600
IN Coinsurance:	20%
OON Deductible:	\$2600/\$5200
IN Copay (OV/UC/ER)	N/A
RX Coverage:	ABC RX
Rider Included:	HEQ
Dental:	
Class I:	80% (e.g. Diagnosis/Preventative)
Class II:	80% (e.g. X-Rays)
Class III:	80% (e.g. Major Services)
Annual maximum:	\$1200
Class IV:	80% (e.g. Orthodontics)
Lifetime Maximum:	\$1200
Rider Included:	2 Cleanings
Enhanced dental benefits for impaired dependents	
Vision:	VSP 2 S
Term Life Insurance:	\$60,000
AD&D Insurance:	\$60,000

Section B

Teachers not electing insurance benefits as described in Section A above shall be provided by the Board with the following insurance benefits, for a full twelve-month period of each school year. The District shall pay 90% of the premium for Dental and Vision Insurance and 100% of AD&D and Life Insurance.

OPTION 4 – MESSA PAK B

Medical: Notwithstanding any other provision of the contract in 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 PAK 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 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.

Dental:

Class I:	80% (e.g. Diagnosis/Preventative)
Class II:	80% (e.g. X-Rays)
Class III:	80% (e.g. Major Services)
Annual maximum:	\$1500
Class IV:	80% (e.g. Orthodontics)
Lifetime Maximum:	\$1500
Rider Included:	2 Cleanings
Enhanced dental benefits for impaired dependents	

Vision:	VSP 3 G
Term Life Insurance:	\$75,000
AD&D Insurance:	\$75,000

Section C

The Board shall provide, without cost to the Association member the following:

LTD Benefit:	66 2/3% Max of \$5,000
Waiting Period:	90 CDMF
Alcohol/Drug:	Same as any other illness
Mental/Nervous:	Same as any other illness
Soc. Sec. Offset:	Family
Own Occupation	2 Years
Pre-Existing Condition:	Yes
COLA:	No
SS Freeze:	Yes

Section D.

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%.

Section E.

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.

Section F.

If a national health insurance program 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.

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 ASSIGNMENTS**

- A. Teachers involved in voluntary extra duty assignments as set forth in the Appendix shall receive as additional remuneration, as provided in the Appendix.
- B. Assignments and re-assignment to Extra Duty Assignments shall be made annually. Continuing tenure shall not apply to these assignments.
- C. If a varsity coaching position is vacated, all assistant coaches are terminated. A newly hired head coach may participate to provide input in the selection of new assistant coaches, based upon qualifications set by the Board. All former assistants who apply for the positions may be interviewed by the new head coach and the Superintendent or designee.
- D. 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 no later than one (1) hour prior to the time the first teachers are due to report for work and use the teacher fan-out 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 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.

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.

**ARTICLE XX
CALENDAR**

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 fan-out 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 MCL388.1701.

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 MCL388.1701 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 PROTECTION

- 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 professional 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 physical injury.

2. Obtain possession of a weapon or other dangerous objects 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 pupil's 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 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 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, not to exceed the teacher's deductible, 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. If no deductible, then the Board shall use "*rule of reason*".
- L. No complaint by a parent of a student directed toward a teacher shall be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned. If any question 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

CONTRACT ADMINISTRATION AND CONSULTATION ON 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.
- B.** The Association shall designate at least one (1) teacher in each school as 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 XXIII

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. Prohibited subjects of bargaining may not be grieved.

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 fourteen (14) calendar days of the occurrence of which complaint is made, either personally or accompanied by an Association representative. The principal shall have up to fourteen (14) calendar 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, 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.

Within fourteen (14) calendar days of receipt of the written grievance, the agreed upon appropriate administrator shall meet with the grievant in an effort to resolve the grievance. The Association may be present at the option of the grievant. The agreed upon appropriate administrator shall indicate his/her disposition of the grievance in writing within fourteen (14) calendar days of such meeting and shall furnish a copy thereof to the Association.

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 fourteen (14) calendar days 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 fourteen (14) calendar 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 or other designee of the Board within fourteen (14) calendar days of receipt of the Superintendent's written disposition. The Board, no later than its next regular meeting shall hold a hearing 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 one day following the next scheduled Board

meeting following the hearing. A written copy of such disposition shall be furnished to the Association.

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 peremptorily strike no more than three from the list of arbitrators. The Association shall exercise its rights of arbitration by giving the Boards chief executive officer written notice of its intention to arbitrate within five (5) school days of receipt of the 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 15th 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 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 entitle the grievant and/or Association to proceed to the next step on the grievance procedure.

The grievance timelines shall not include the December Holiday Break, Spring Break or the month of July.

I. CONTINUITY OF GRIEVANCE

Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may be 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 teachers 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.
- B. 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.
- C. 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.
- D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such 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 thirty (30) calendar days of ratification and one (1) electronic copy will be supplied to the Association for Local 1 use.
- F. Pursuant to the Local Government and School District Fiscal Accountability Act, being Public Act 4 of 2011, an emergency financial manager may be appointed to the district if the district is considered to be in financial stress for a reason delineated in Section 13 (30 of Public Act 4 of 2011).

If an emergency financial manager is appointed to the district, the emergency financial manager shall have the authority to reject, modify, or terminate this CBA. An emergency manager's decision to reject, modify or terminate this agreement is a prohibited subject of bargaining.

- G. Bargaining unit members shall be required to submit weekly lesson plans to their building principal(S). The template and/or format of lesson plans shall be determined by the building principal with input from the Association building representatives. All

lesson plans shall contain the state curriculum standard being taught and the student engagement activity (Section 380.1249) for each subject at the elementary level and each assigned class at the secondary level.

**ARTICLE XXV
DURATION OF AGREEMENT**

This Agreement shall be effective September 1, 2021 and continue in effect until August 31, 2025. 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 27 day of June 2022.

BOARD OF EDUCATION
RICHMOND COMMUNITY SCHOOLS

MEA-NEA LOCAL 1 - RICHMOND
EDUCATION ASSOCIATION

BY _____
Brian J. Walmsley, Ed.S.
Superintendent

BY _____
Timothy Couto
Local I Chief Negotiator

BY _____
Tammie Schadd
Director of Business and
Management Services

BY _____
Teresa Ranger
President
Richmond Education Association

BY _____
Jamie Thiel
Director of Human Resources

Schedule A – Salary

STEP	BA	BA+15	BA +30 / MA	MA+15	MA + 30 / EDSP
1	\$ 40,345	\$ 41,938	\$ 43,515	\$ 45,233	\$ 47,339
1.5	\$ 41,264	\$ 42,912	\$ 44,560	\$ 46,398	\$ 48,425
2	\$ 42,184	\$ 43,890	\$ 45,605	\$ 47,561	\$ 49,514
2.5	\$ 43,160	\$ 44,933	\$ 46,703	\$ 48,782	\$ 50,861
3	\$ 44,134	\$ 45,972	\$ 47,806	\$ 50,004	\$ 52,204
3.5	\$ 45,174	\$ 47,069	\$ 48,892	\$ 51,285	\$ 53,612
4	\$ 46,213	\$ 48,167	\$ 50,129	\$ 52,567	\$ 55,021
4.5	\$ 47,317	\$ 49,327	\$ 51,346	\$ 53,912	\$ 56,486
5	\$ 48,419	\$ 50,488	\$ 52,567	\$ 55,260	\$ 57,946
5.5	\$ 49,580	\$ 51,712	\$ 53,852	\$ 56,672	\$ 59,473
6	\$ 50,741	\$ 52,932	\$ 55,139	\$ 58,081	\$ 61,002
6.5	\$ 51,963	\$ 54,218	\$ 56,488	\$ 59,548	\$ 62,592
7	\$ 53,187	\$ 55,498	\$ 57,831	\$ 61,012	\$ 64,180
7.5	\$ 54,466	\$ 56,850	\$ 59,237	\$ 62,541	\$ 65,837
8	\$ 55,747	\$ 58,199	\$ 60,643	\$ 64,072	\$ 67,490
8.5	\$ 57,089	\$ 59,606	\$ 62,108	\$ 65,659	\$ 69,203
9	\$ 58,435	\$ 61,012	\$ 63,573	\$ 67,242	\$ 70,918
9.5	\$ 59,804	\$ 62,479	\$ 65,104	\$ 68,899	\$ 72,748
10	\$ 61,249	\$ 63,946	\$ 66,634	\$ 70,552	\$ 74,577
10A	\$ 63,086	\$ 65,864	\$ 68,633	\$ 72,669	\$ 76,814

2021-22 School Year

- Permanent elimination of Step 0 and Step 0.5
- Full Step (e.g. 1.0).
- 3% for REA members who were on Step 10 the previous school year
- \$500 off-schedule *Retention Bonus* for REA members who worked the 2020-21 School Year and the first student day in the 2021-22 School Year. The *Retention Bonus* shall be paid on the September 25th payroll.

2022-23 School Year

- Full Step (e.g., 1.0).
- Add Step 10.A
- One percent (1%) on-schedule, as outlined below.

STEP	BA	BA+15	MA (See LOU dated 6/16/22)	MA+15	MA + 30 / EDSP
1.0	\$ 40,748	\$ 42,357	\$ 43,950	\$ 45,685	\$ 47,812
1.5	\$ 41,677	\$ 43,341	\$ 45,006	\$ 46,862	\$ 48,909
2.0	\$ 42,606	\$ 44,329	\$ 46,061	\$ 48,037	\$ 50,009
2.5	\$ 43,592	\$ 45,382	\$ 47,170	\$ 49,270	\$ 51,370
3.0	\$ 44,575	\$ 46,432	\$ 48,284	\$ 50,504	\$ 52,726
3.5	\$ 45,626	\$ 47,540	\$ 49,381	\$ 51,798	\$ 54,148
4.0	\$ 46,675	\$ 48,649	\$ 50,630	\$ 53,093	\$ 55,571
4.5	\$ 47,790	\$ 49,820	\$ 51,859	\$ 54,451	\$ 57,051
5.0	\$ 48,903	\$ 50,993	\$ 53,093	\$ 55,813	\$ 58,525
5.5	\$ 50,076	\$ 52,229	\$ 54,391	\$ 57,239	\$ 60,068
6.0	\$ 51,248	\$ 53,461	\$ 55,690	\$ 58,662	\$ 61,612
6.5	\$ 52,483	\$ 54,760	\$ 57,053	\$ 60,143	\$ 63,218
7.0	\$ 53,719	\$ 56,053	\$ 58,409	\$ 61,622	\$ 64,822
7.5	\$ 55,011	\$ 57,419	\$ 59,829	\$ 63,166	\$ 66,495
8.0	\$ 56,304	\$ 58,781	\$ 61,249	\$ 64,713	\$ 68,165
8.5	\$ 57,660	\$ 60,202	\$ 62,729	\$ 66,316	\$ 69,895
9.0	\$ 59,019	\$ 61,622	\$ 64,209	\$ 67,914	\$ 71,627
9.5	\$ 60,402	\$ 63,104	\$ 65,755	\$ 69,588	\$ 73,475
10.0	\$ 61,861	\$ 64,585	\$ 67,300	\$ 71,258	\$ 75,323
10A	\$ 63,717	\$ 66,523	\$ 69,319	\$ 73,395	\$ 77,582

2023-24 School Year

- Full Step (e.g., 1.0).
- One percent (1%) on-schedule, as outlined below.

STEP	BA	BA+15	MA (See LOU dated 6/16/22)	MA+15	MA + 30 / EDSP
1.0	\$ 41,156	\$ 42,781	\$ 44,390	\$ 46,142	\$ 48,291
1.5	\$ 42,093	\$ 43,775	\$ 45,456	\$ 47,331	\$ 49,398
2.0	\$ 43,032	\$ 44,772	\$ 46,522	\$ 48,517	\$ 50,509
2.5	\$ 44,028	\$ 45,836	\$ 47,642	\$ 49,763	\$ 51,883
3.0	\$ 45,021	\$ 46,896	\$ 48,767	\$ 51,009	\$ 53,253
3.5	\$ 46,082	\$ 48,015	\$ 49,875	\$ 52,316	\$ 54,690
4.0	\$ 47,142	\$ 49,135	\$ 51,137	\$ 53,624	\$ 56,127
4.5	\$ 48,268	\$ 50,318	\$ 52,378	\$ 54,996	\$ 57,621
5.0	\$ 49,392	\$ 51,503	\$ 53,624	\$ 56,371	\$ 59,111
5.5	\$ 50,577	\$ 52,751	\$ 54,934	\$ 57,811	\$ 60,668
6.0	\$ 51,761	\$ 53,996	\$ 56,247	\$ 59,248	\$ 62,228
6.5	\$ 53,007	\$ 55,308	\$ 57,623	\$ 60,745	\$ 63,850
7.0	\$ 54,256	\$ 56,614	\$ 58,993	\$ 62,238	\$ 65,470
7.5	\$ 55,561	\$ 57,993	\$ 60,428	\$ 63,798	\$ 67,160
8.0	\$ 56,868	\$ 59,369	\$ 61,862	\$ 65,360	\$ 68,847
8.5	\$ 58,236	\$ 60,804	\$ 63,356	\$ 66,979	\$ 70,594
9.0	\$ 59,610	\$ 62,238	\$ 64,851	\$ 68,594	\$ 72,343
9.5	\$ 61,006	\$ 63,735	\$ 66,413	\$ 70,284	\$ 74,210
10.0	\$ 62,480	\$ 65,231	\$ 67,973	\$ 71,970	\$ 76,076
10A	\$ 64,355	\$ 67,188	\$ 70,013	\$ 74,129	\$ 78,358

2024-25 School Year

- Full Step (e.g., 1.0).
- One percent (1%) on-schedule, as outlined below.

STEP	BA	BA+15	MA (See LOU dated 6/16/22)	MA+15	MA + 30 / EDSP
1.0	\$ 41,567	\$ 43,209	\$ 44,834	\$ 46,604	\$ 48,773
1.5	\$ 42,514	\$ 44,212	\$ 45,910	\$ 47,804	\$ 49,892
2.0	\$ 43,462	\$ 45,220	\$ 46,987	\$ 49,002	\$ 51,014
2.5	\$ 44,468	\$ 46,295	\$ 48,118	\$ 50,260	\$ 52,402
3.0	\$ 45,471	\$ 47,365	\$ 49,255	\$ 51,519	\$ 53,786
3.5	\$ 46,543	\$ 48,495	\$ 50,373	\$ 52,839	\$ 55,236
4.0	\$ 47,613	\$ 49,627	\$ 51,648	\$ 54,160	\$ 56,688
4.5	\$ 48,751	\$ 50,822	\$ 52,902	\$ 55,546	\$ 58,198
5.0	\$ 49,886	\$ 52,018	\$ 54,160	\$ 56,934	\$ 59,702
5.5	\$ 51,082	\$ 53,279	\$ 55,484	\$ 58,389	\$ 61,275
6.0	\$ 52,279	\$ 54,536	\$ 56,810	\$ 59,841	\$ 62,850
6.5	\$ 53,538	\$ 55,861	\$ 58,200	\$ 61,352	\$ 64,489
7.0	\$ 54,799	\$ 57,180	\$ 59,583	\$ 62,861	\$ 66,125
7.5	\$ 56,116	\$ 58,573	\$ 61,032	\$ 64,436	\$ 67,832
8.0	\$ 57,436	\$ 59,962	\$ 62,481	\$ 66,013	\$ 69,535
8.5	\$ 58,819	\$ 61,412	\$ 63,990	\$ 67,649	\$ 71,300
9.0	\$ 60,206	\$ 62,861	\$ 65,499	\$ 69,279	\$ 73,067
9.5	\$ 61,616	\$ 64,372	\$ 67,077	\$ 70,987	\$ 74,952
10.0	\$ 63,105	\$ 65,884	\$ 68,653	\$ 72,690	\$ 76,837
10A	\$ 64,998	\$ 67,860	\$ 70,713	\$ 74,870	\$ 79,142

Middle School Counselor shall work five (5) days prior to the start of the contractual teacher start day and three (3) days after the end of the contractual teacher end day, any additional days before or after the school year shall be paid at the counselor's per diem rate. The Middle School Principal and Counselor shall work together to determine which ~~eight~~ (8) days during the school year the Counselor does not have to report as compensation for days worked outside of the contractual calendar, as outlined in Schedule C.

High School Counselor shall work seven (7) days prior to the start of the contractual teacher start day and three (3) days after the end of the contractual teacher end day, any additional days before or after the school year shall be paid at the counselor's per diem rate. The High School Principal and Counselor shall work together to determine which ~~five~~ ten (10) days

during the school year the Counselor does not have to report as compensation for days worked outside of the contractual calendar, as outlined in Schedule C.

Upon the expiration of the contract, the continuation of the annuity freeze shall remain in effect, unless otherwise negotiated.

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, multiplied by the appropriate salary steps as listed in the Salary Schedule. This percentage shall be determined by subtracting the CPI of April of the previous year from the CPI of April of the year in which the C.O.L.A is to be the remainder shall then be divided by the CPI of April, of the previous year. The resulting amount of money shall then be paid rounded to the nearest \$1 to each teacher no later than June 30, of the year in which the C.O.L.A. is to be paid. Such payment shall be made a part of the teacher's regular salary but shall be paid by a check separate from the teacher's regular paycheck. The maximum amount of the percent increase which shall be paid under the terms of this provision shall not exceed 0% until otherwise negotiated.

- A. In the event a teacher does not complete the school year or is employed for less than the fall 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. The government changes the make-up, timing, or base year of the index herein listed two (2) 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– Compensation for Co-Curricular Assignments

At the District’s discretion to run, the Schedule B Co-Curricular Assignments shall be paid as follow:

Elementary School	Step 1	Step 2	Step 3	Step 4	Step 5
Additional Club, not listed below	\$525	\$630	\$735	\$840	\$945
Choir/Music Director	\$525	\$630	\$735	\$840	\$945
District Newsletter Liaison	\$525	\$630	\$735	\$840	\$945
FIRST Lego League, Jr.	\$1,575	\$1,575	\$1,575	\$1,575	\$1,575
FIRST Lego League	\$1,575	\$1,575	\$1,575	\$1,575	\$1,575
Geography Bee	\$525	\$630	\$735	\$840	\$945
Green Club	\$525	\$630	\$735	\$840	\$945
K-Club	\$525	\$630	\$735	\$840	\$945
Lego Club	\$525	\$630	\$735	\$840	\$945
<i>March is Reading Month</i> Chairperson	\$250	\$275	\$300	\$325	\$350
School Improvement Chairperson	\$2,100	\$2,363	\$2,625	\$2,888	\$3,150
Science Olympiad	\$525	\$630	\$735	\$840	\$945
Social Studies Olympiad	\$525	\$630	\$735	\$840	\$945
Spanish Club	\$525	\$630	\$735	\$840	\$945
Spelling Bee	\$525	\$630	\$735	\$840	\$945
Student and Staff Health & Wellness Chairperson	\$525	\$630	\$735	\$840	\$945
Student Council/Government	\$525	\$630	\$735	\$840	\$945
Website and Social Media Coordinator	\$525	\$630	\$735	\$840	\$945

Elementary, Middle School or K-8 Theater Program	
Director	\$2,500
Assistant/Music Director	\$1,250
Set Designer and Builder	\$750
Costumer Designer	\$500

Middle School	Step 1	Step 2	Step 3	Step 4	Step 5
Additional Club, not listed below	\$525	\$630	\$735	\$840	\$945
Band Director	\$945	\$1,050	\$1,155	\$1,260	\$1,365
Basketball, 7 th Gr. Coach (Boys)	\$1,213	\$1,323	\$1,422	\$1,544	\$1,654
Basketball, 7 th Gr. Coach (Girls)	\$1,213	\$1,323	\$1,422	\$1,544	\$1,654

Basketball, Gr. 7/8 Coach (Boys)	\$1,213	\$1,323	\$1,422	\$1,544	\$1,654
Basketball, Gr. 7/8 Coach (Girls)	\$1,213	\$1,323	\$1,422	\$1,544	\$1,654
Basketball, 8 th Gr. Coach (Boys)	\$1,213	\$1,323	\$1,422	\$1,544	\$1,654
Basketball, 8 th Gr. Coach (Girls)	\$1,213	\$1,323	\$1,422	\$1,544	\$1,654
Cheerleading, 7 th Gr. Coach (Fall)	\$992	\$1,103	\$1,213	\$1,323	\$1,433
Cheerleading, 8 th Gr. Coach (Fall)	\$992	\$1,103	\$1,213	\$1,323	\$1,433
Choir/Music Director	\$945	\$1,050	\$1,155	\$1,260	\$1,365
District Newsletter Liaison	\$525	\$630	\$735	\$840	\$945
Competitive Cheer, 7 th Gr. Coach (Winter)	\$992	\$1,103	\$1,213	\$1,323	\$1,433
Competitive Cheer, 8 th Gr. Coach (Winter)	\$992	\$1,103	\$1,213	\$1,323	\$1,433
FIRST Tech Challenge	\$1,575	\$1,575	\$1,575	\$1,575	\$1,575
Follies	\$945	\$1,050	\$1,155	\$1,260	\$1,365
Football, 7 th Gr. Asst. Coach	\$992	\$1,103	\$1,213	\$1,323	\$1,433
Football, 7 th Gr. Head Coach	\$1,213	\$1,323	\$1,422	\$1,544	\$1,654
Football, 8 th Gr. Asst. Coach	\$992	\$1,103	\$1,213	\$1,323	\$1,433
Football, 8 th Gr. Head Coach	\$1,213	\$1,323	\$1,422	\$1,544	\$1,654
Geography Bee	\$525	\$630	\$735	\$840	\$945
Green Club	\$525	\$630	\$735	\$840	\$945
<i>March is Reading Month</i> Chairperson	\$250	\$275	\$300	\$325	\$350
National Junior Honor Society (NJHS)	\$525	\$630	\$735	\$840	\$945
School Improvement Chairperson	\$2,100	\$2,363	\$2,625	\$2,888	\$3,150
Science Olympiad	\$525	\$630	\$735	\$840	\$945
Social Studies Olympiad	\$525	\$630	\$735	\$840	\$945
Spanish Club	\$525	\$630	\$735	\$840	\$945
Spelling Bee	\$525	\$630	\$735	\$840	\$945
Student and Staff Health & Wellness Chairperson	\$525	\$630	\$735	\$840	\$945
Student Council/Government	\$945	\$1,050	\$1,155	\$1,260	\$1,365
Track, Coach (Boys)	\$1,213	\$1,323	\$1,422	\$1,544	\$1,654
Track, Coach (Girls)	\$1,213	\$1,323	\$1,422	\$1,544	\$1,654
Volleyball, 7 th Gr. Coach	\$1,213	\$1,323	\$1,422	\$1,544	\$1,654
Volleyball, 8 th Gr. Coach	\$1,213	\$1,323	\$1,422	\$1,544	\$1,654
Where Everyone Belong (W.E.B.)	\$525	\$630	\$735	\$840	\$945
Website and Social Media Coordinator	\$525	\$630	\$735	\$840	\$945
Wrestling, Head Coach	\$1,213	\$1,323	\$1,422	\$1,544	\$1,654
Wrestling, Assistant Coach	\$992	\$1,103	\$1,213	\$1,323	\$1,433

Yearbook	\$1,470	\$1,680	\$1,890	\$2,100	\$2,310
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High School	Step 1	Step 2	Step 3	Step 4	Step 5
Additional Club, not listed below	\$525	\$630	\$735	\$840	\$945
Art Director	\$525	\$630	\$735	\$840	\$945
Band Director	\$2,415	\$2,730	\$3,045	\$3,360	\$3,675
Baseball, Freshman Head Coach	\$1,764	\$1,930	\$2,095	\$2,261	\$2,426
Baseball, JV Head Coach	\$2,205	\$2,481	\$2,756	\$3,032	\$3,308
Baseball, Varsity Head Coach	\$3,418	\$3,804	\$4,190	\$4,576	\$4,961
Basketball, Freshman Head Coach (Boys)	\$1,544	\$1,764	\$1,985	\$2,205	\$2,426
Basketball, Freshman Head Coach (Girls)	\$1,544	\$1,764	\$1,985	\$2,205	\$2,426
Basketball, JV Head Coach (Boys)	\$2,205	\$2,481	\$2,756	\$3,032	\$3,308
Basketball, JV Head Coach (Girls)	\$2,205	\$2,481	\$2,756	\$3,032	\$3,308
Basketball, Varsity Head Coach (Boys)	\$3,418	\$3,804	\$4,190	\$4,576	\$4,961
Basketball, Varsity Head Coach (Girls)	\$3,418	\$3,804	\$4,190	\$4,576	\$4,961
Bowling, Head Coach (Club Sport)	\$1,764	\$1,930	\$2,095	\$2,261	\$2,426
Cheerleading, Assistant Coach (Fall)	\$1,323	\$1,489	\$1,654	\$1,820	\$1,985
Cheerleading, Head Coach (Fall)	\$1,764	\$1,930	\$2,095	\$2,261	\$2,426
Choir/Music Director	\$2,415	\$2,730	\$3,045	\$3,360	\$3,675
Class Sponsor – Freshman					\$1,000
Class Sponsor – Sophomore					\$1,200
Class Sponsor – Junior					\$1,400
Class Sponsor – Senior					\$1,600
Competitive Cheer, Assist. Coach (Winter)	\$1,323	\$1,489	\$1,654	\$1,820	\$1,985
Competitive Cheer, Head Coach (Winter)	\$3,418	\$3,818	\$4,190	\$4,576	\$4,961
Cross Country Coach	\$2,205	\$2,481	\$2,756	\$3,032	\$3,308
DECA	\$525	\$630	\$735	\$840	\$945
District Newsletter Liaison	\$525	\$630	\$735	\$840	\$945
FIRST Robotics	\$3,255	\$3,623	\$3,990	\$4,358	\$4,725
Football, Freshman Assistant Coach	\$1,544	\$1,764	\$1,985	\$2,205	\$2,426
Football, Freshman Head Coach	\$1,764	\$1,930	\$2,095	\$2,261	\$2,426
Football, JV Assistant Coach	\$1,985	\$2,261	\$2,536	\$2,812	\$3,087
Football, JV Head Coach	\$2,205	\$2,481	\$2,756	\$3,032	\$3,308
Football, Varsity Assistant Coach	\$2,426	\$2,702	\$2,977	\$3,253	\$3,528

Football, Varsity Head Coach	\$3,418	\$3,804	\$4,190	\$4,576	\$4,961
French Club	\$525	\$630	\$735	\$840	\$945
German Club	\$525	\$630	\$735	\$840	\$945
Golf, Varsity Coach (Boys)	\$2,426	\$2,646	\$2,867	\$3,087	\$3,308
Golf, Varsity Coach (Girls)	\$2,426	\$2,646	\$2,867	\$3,087	\$3,308
Green Club (AC)	\$525	\$630	\$735	\$840	\$945
Interact (Junior Rotary)	\$525	\$630	\$735	\$840	\$945
<i>March is Reading Month</i> Chairperson	\$250	\$275	\$300	\$325	\$350
National Honor Society (NHS)	\$525	\$630	\$735	\$840	\$945
Students Against Driving Drunk (SADD)	\$525	\$630	\$735	\$840	\$945
School Improvement Chairperson	\$2,100	\$2,363	\$2,625	\$2,888	\$3,150
Science Olympiad	\$525	\$630	\$735	\$840	\$945
Soccer, Assistant Coach (Boys)	\$1,764	\$1,930	\$2,095	\$2,261	\$2,426
Soccer, Head Coach (Boys)	\$3,418	\$3,818	\$4,190	\$4,576	\$4,961
Soccer, Assistant Coach (Girls)	\$1,764	\$1,930	\$2,095	\$2,261	\$2,426
Soccer, Head Coach (Girls)	\$3,418	\$3,804	\$4,190	\$4,576	\$4,961
Social Studies Olympiad	\$840	\$945	\$1,050	\$1,155	\$1,260
Softball, Freshman Head Coach	\$1,764	\$1,930	\$2,095	\$2,261	\$2,426
Softball, JV Head Coach	\$2,205	\$2,481	\$2,756	\$3,032	\$3,308
Softball, Varsity Head Coach	\$3,418	\$3,804	\$4,190	\$4,576	\$4,961
Spanish Club	\$525	\$630	\$735	\$840	\$945
Student and Staff Health & Wellness Chairperson	\$525	\$630	\$735	\$840	\$945
Student Council/Government	\$1,260	\$1,418	\$1,575	\$1,733	\$1,890
Tennis, Junior Varsity Coach (Boys)	\$1,544	\$1,709	\$1,874	\$2,040	\$2,205
Tennis, Varsity Coach (Boys)	\$2,426	\$2,646	\$2,867	\$3,087	\$3,308
Tennis, Junior Varsity Coach (Girls)	\$1,544	\$1,709	\$1,874	\$2,040	\$2,205
Tennis, Varsity Coach (Girls)	\$2,426	\$2,646	\$2,867	\$3,087	\$3,308
Track, Assistant Coach (Co-Ed)	\$1,764	\$1,930	\$2,095	\$2,261	\$2,426
Track, Varsity Coach (Boys)	\$3,418	\$3,804	\$4,190	\$4,576	\$4,961
Track, Varsity Coach (Girls)	\$3,418	\$3,804	\$4,190	\$4,576	\$4,961
Volleyball, Freshman Coach	\$1,764	\$1,930	\$2,095	\$2,261	\$2,426
Volleyball, Junior Varsity Coach	\$2,426	\$2,646	\$2,867	\$3,087	\$3,308
Volleyball, Varsity Coach	\$3,418	\$3,804	\$4,190	\$4,576	\$4,961
Website and Social Media Coordinator	\$525	\$630	\$735	\$840	\$945
Wrestling, Junior Varsity Coach	\$2,426	\$2,646	\$2,867	\$3,087	\$3,308

Wrestling, Varsity Coach	\$3,418	\$3,804	\$4,190	\$4,576	\$4,961
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High School Theater Program (Play)	
Director	\$3,000
Assistant/Music Director	\$1,500
Set Designer and Builder	\$1,000
Costumer Designer	\$500

High School Theater Program (Musical)	
Director	\$3,000
Assistant/Music Director	\$1,250
Music Director	\$1,250
Set Designer and Builder	\$1,000
Costumer Designer	\$500
Choreographer	\$500

Scheduled B Advisor/Coach positions shall be posted yearly unless the Advisor/Coach receives an overall Effective or higher rating on the current school year's Schedule B evaluation. In such cases, the Advisor/Coach shall be awarded the position for the next school year.

Schedule B Advisors/Coaches shall receive their evaluation no later than the date of their scheduled stipend pay date.

When a coaching position becomes available, Association members will have seven (7) calendar days in which to respond. Qualifications for this position will be established by the Board. The Board shall choose the most qualified candidate for the position.

If a Schedule B Advisor/Coach resigns or is not renewed for a Schedule B position and the individual reapplies and is appointed to the position in the future, the individual shall be placed on Step 1 of the corresponding Schedule B position. At the time of signing the *Extra-curricular Agreement* form, if the individual provides documentation to the Superintendent or designee (i.e. Dean of Students or Director of Athletics) that they have held the position or similar within the last three (3) years, the individual shall be placed on the next appropriate "Step." The documentation to prove the previously held position shall be the responsibility of the individual advisor and/or coach.

Pay for extra assignments shall be paid as follow:

- A. For the Schedule B positions that finish between October 1st and November 30th, payment of full stipend shall be the first pay in December.

- B. For the Schedule B positions that finish between December 1st prior March 31st, payment of full stipend shall be the first pay in April.
- C. For the Schedule B positions that finish between April 1st and June 30th, payment of full stipend shall be the last pay in June.
- D. For a year-long Schedule B position activity one-half of the stipend shall be paid on the last pay in January and one half shall be paid on the last pay in June.

The last payment for any Schedule B activity shall be authorized by the Superintendent or designee.

Schedule C– Calendar

2021-22 Attached

2022-23 Attached

2023-24 Attached

2024-25 Attached

Schedule D – Grievance Report Form

Grievance # _____ Richmond School District

GRIEVANCE REPORT
Submit to Principal in Duplicate

Distribution of Form

- 1. Superintendent**
- 2. Principal**
- 3. Principal**
- 4. Teacher**

<u>Building</u>	<u>Assignment</u>	<u>Name of Grievant</u>	<u>Date Filed</u>

LEVEL I

Informal discussion with immediate supervisor precedes formal Level II

LEVEL II

A. Date Alleged Violation Occurred: _____

B. Statement of Grievance:

Section or Subsection of Contract or Board Policy Alleged To Have Been Violated:

Relief Sought

Signature

Date

C. Disposition by Principal or Superintendent

Signature

Date

D. Position of Association

Signature

Date

If additional space is needed in reporting Sections B. 1, 2, & 3 of Level II, attach additional sheet.

LEVEL III

A. Date Received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee

Signature Date

C. Position of Association

Signature Date

LEVEL IV

A. Date Received by Board of Education or Designee _____

B. Disposition by Board

Signature Date

C. Position of Association

Signature Date

LEVEL V

A. Date Submitted to Arbitration _____

B. Disposition & Award of Arbitration

Signature of Arbitrator Date

NOTE: All provisions of Article XXIII of the Agreement will be strictly observed in the settlement of grievances.

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. The following provisions will be amended as necessary to conform with the current law.

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 SIP 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.

If problems occur such as provisions of the School Improvement Plan and/or decisions made by SIP committees being in violation of School Board Policy or the collective bargaining agreements between the district and its various employee units, the SIP committee 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 (SIP 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 chosen by the principal and teachers collectively.

The SIP Committee shall meet 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.

Schedule E– Professional Staff Employee Evaluation

See attachment.

Schedule F– Live Synchronous Virtual Instruction

Should the District elect to offer live synchronous virtual instruction, the following shall apply:

1. Recognition that preparing, teaching, and assessing students in a live synchronous virtual instruction format is an alternative form of work from the traditional in-person classroom format, and that teachers who are assigned in-person and live synchronous virtual students are required to utilize *Schoology*, *Microsoft Teams*, *Performance Matters*, if applicable, and virtual classroom camera technology for instruction,
2. REA members assigned live synchronous virtual students shall be paid:
 - a. \$300 per student, per semester for Grade K-5 Classroom and Self-Contained Special Education Teachers.
 - b. 1/7 of \$300 per student, per semester for Grade K-5 Specials Teachers with 1-day per week or “mini-courses” (i.e. 7–8-week classes), Special Education Support Teachers (such as Resource Room, Social Worker, Speech and Language Therapist, and Teacher Consultant) and Title I Teachers.
 - c. \$150 per student, per semester for Grade 6-12 Classroom and Self-contained Special Education Teachers
 - d. One-half (1/2) of \$150 for Grade 6-12 Teachers with quarter classes or “mini courses” (i.e. 7–8-week classes), Special Education Support Teachers (such as Resource Room, Social Worker, Speech and Language Therapist, and Teacher Consultant) and Title I Teachers.
3. REA members shall be required to utilize *Schoology* to post and publish assignments, electronic resources, and/or assessments utilized in the classroom for access by either in-person and/or live synchronous virtual students.

4. REA members shall be required to take attendance for live synchronous virtual students in the same increments as they do for in-person students, unless pupil accounting rules and regulations require otherwise.
5. REA members shall accurately and timely complete all necessary state and District paperwork in order for the District to receive its full allocation of all available revenues, including but not limited to State Aid per pupil funding, Federal funding, and all other state and federal grants available to the District.
6. The District shall establish guidelines for live synchronous virtual students that includes:
 - a. the length of virtual instruction to be at least one (1) semester.
 - b. Live synchronous virtual students failing more than two classes at the end of 1st marking period or 3rd marking period, shall be required to return to in-person learning for the 2nd marking period or 4th marking period, unless a medical note by a license physician is provided to the District indicating the student is required to remain virtual.
 - c. Cameras are to be on at all times. Live synchronous virtual students who do not keep their camera on during a class period shall be marked absent and the appropriate consequences related to absences shall apply.
7. REA members shall not exceed more than 25% of the class size levels, as outline by Article VI, Section A, during a normal traditional school year.
8. REA members shall establish a schedule in which live synchronous virtual students are required to log-in to participate in the instruction provided by the teacher, discussion facilitated by the teacher among live synchronous virtual and in-person students, partner and cooperative learning activities, demonstration, presentations, speakers, etc.
9. The District recognizes that some courses may not be conducive as an online/virtual option. In those cases, these courses will not be offered to online/virtual students. The final decision shall rest with the District.
10. The District will provide REA members all necessary equipment, such as laptops, internet “hotspots” when internet availability is weak or not available and access to *Schoology*, *Performance Matters*, *Microsoft Teams*, and other district-required resources or websites.
11. Furthermore, the District acknowledges that teaching is a craft that requires highly specialized training, which Richmond teachers have acquired. The District relies on the professional judgement of the teacher to determine appropriate instructional

pedagogies and classroom management practices consistent with the District's evaluation instrument. The District also recognizes that live streaming automatically allows for more criticisms by individuals who may not be trained in instructional and classroom management best practices. Administration will discuss concerns of merit with the teacher.

Live Synchronous Virtual Instruction for Homebound Students.

For student who qualify and are eligible for homebound instruction, a *Student Support Team* consisting of the Director of Student Support Services, classroom teacher(s), building administrator, parent/guardian, and, if applicable the student, shall meet to determine whether live synchronous virtual instruction or an assigned tutor providing at-home in-person instruction is appropriate.

Quarantined Students.

Students who are required to be quarantined by the Macomb County Health Department (MCHD) or similar entity shall be assigned to live synchronous virtual instruction during the period of their quarantine. Quarantined students are not eligible for the Section 2 a-d stipends.