

Richmond Board of Education and MEA-Richmond Early Learning Childhood Center Contract

X:\Contracts - Labor Unions\ELCC Childcare-GSRP-Preschool\MEA-Early Learning Childhood Center Contract - Expires 2026-06-30 - FINAL.docx

**Master Agreement
between the
Richmond Community Schools Board of Education
and
MEA-NEA, Richmond Early Learning Childhood
Center
2023-24 | 2024-25 | 2025-26**

Richmond Board of Education and MEA-Richmond Early Learning Childhood Center Contract

X:\Contracts - Labor Unions\ELCC Childcare-GSRP-Preschool\MEA-Early Learning Childhood Center Contract - Expires 2026-06-30 - FINAL.docx

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, genetic information, 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.

Richmond Board of Education and MEA-Richmond Early Learning Childhood Center Contract*X:\Contracts - Labor Unions\ELCC Childcare-GSRP-Preschool\MEA-Early Learning Childhood Center Contract - Expires 2026-06-30 - FINAL.docx*

ARTICLE	TABLE OF CONTENTS	PAGE
	Preamble	4
1	Purpose and Intent	4
2	Recognition	4
3	Union Membership	4
4	No Strike – No Lockout	5
5	Management Rights	5
6	Union Rights	6
7	<i>Intentionally Left Blank</i>	6
8	Non-Discrimination	6
9	Definition of Employees	6
10	Chief Steward and Alternate Chief Steward	7
11	Grievance Procedure	7
12	Seniority	11
13	Lay-off and Recall	11
14	Probation	12
15	Employee Evaluation	12
16	Professional Development Meetings	14
17	Work Schedule	15
18	Overtime	17
19	General	18
20	Paid Time Off	19
21	Holidays	22
22	Insurance	23
23	Compensation	23
24	Vacancies, Promotions and Transfers	25
25	Discipline	25
26	Duration and Termination	26

Richmond Board of Education and MEA-Richmond Early Learning Childhood Center Contract

X:\Contracts - Labor Unions\ELCC Childcare-GSRP-Preschool\MEA-Early Learning Childhood Center Contract - Expires 2026-06-30 - FINAL.docx

PREAMBLE

This agreement, entered into this 12th day of August 2024, by and between the Richmond Community Schools Board of Education, hereinafter referred to as the "Employer", and MEA-NEA Richmond Early Learning Childhood Center Employees, hereinafter referred to as the "Union", shall:

ARTICLE 1 – PURPOSE AND INTENT

Set forth the terms and conditions of employment and promote orderly and peaceful labor relations for the mutual interest of the Employer, employees, Union, and community.

The parties recognize that the interests of the community and the job security of the employees depend upon the Employer's success in establishing proper service to the community. To these ends, the Employer and the Union encourage the fullest degree of friendly and cooperative relations between all parties to and at all levels of this Agreement.

ARTICLE 2 – RECOGNITION

Pursuant to authority vested in the Michigan Employment Relations Commission, it is hereby certified that the MEA-NEA has been designated and selected by a majority of the Richmond Early Learning Childhood Center employees of the above named Employer, in the unit described below, as their representative for the purposes of collective bargaining, and that, pursuant to Sections 11 and 12 of Act 336 of the of the Michigan Public Employment Relations Act, as amended, MEA-NEA is the exclusive representative of all the employees in such unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

Unit Membership: Childcare, Lead Childcare, Tuition-based Preschool Teacher, Tuition-based Preschool Aide, Great Start Readiness Program (GSRP) Lead Teacher, and Great Start Readiness Program (GSRP) Associate Teacher

Unit Classifications:

Childcare
Lead Childcare
Tuition-based Preschool Teacher
Tuition Based Preschool Aide
GSRP Lead Teacher
GSRP Associate Teacher

ARTICLE 3 – UNION MEMBERSHIP

Employees are free to join or not to join the Union. Employees who are members of the recognized bargaining unit but who are not members of the Union may join the Union by initiating their Union application form.

Richmond Board of Education and MEA-Richmond Early Learning Childhood Center Contract

X:\Contracts - Labor Unions\ELCC Childcare-GSRP-Preschool\MEA-Early Learning Childhood Center Contract - Expires 2026-06-30 - FINAL.docx

Membership in the union is not compulsory. Regular employees have the right to join, maintain, or discontinue their membership in the union in accordance with the application form.

Neither the employer nor the union shall exert any pressure upon or discriminate against any employee regarding such matters consistent with the “Right to Work” Legislation.

It is further understood and agreed the Employer will not be required to represent or provide representation for any employee who has a dispute with the Union.

ARTICLE 4 – NO STRIKE – NO LOCKOUT

The Union agrees that for the life of this Agreement there shall be no strikes, slow-downs, or interference with the Employer's ability to provide service to the community. Informational picketing is allowed only in accordance with the above restrictions.

The Employer agrees there shall be no lockouts during the term of this Agreement.

ARTICLE 5 – MANAGEMENT RIGHTS

It is recognized that the management of the District, the control of its properties, and the maintenance of order and efficiency is solely a right and a responsibility of the District. Other rights and responsibilities not abridged by this Contract shall belong solely to the District and are hereby recognized. Said rights shall include, by way of example and not by way of limitation, the following:

- A. The right to decide the number and locations of its facilities and programs; the right to discontinue jobs as outlined by Article 13 – Layoff and Recall, amount of supervision necessary; methods of operation; scheduling of hours, together with the full responsibility for the control of the selection, examination, review and evaluation of personnel, programs, to determine when and where services will best facilitate the District's operations; and to determine reasonable provisions for health safety, and first aid of employees during hours of employment.
- B. Further, it is recognized that the responsibility of management of the District for the selection and direction of the working forces includes the right to decide the number of employees, the right to hire, suspend, discipline or discharge for just cause as outlined by Article 25 Discipline; assign work within the unit; promote or transfer as outlined by Article 24 Vacancies, Promotions, and Transfers; the right to decide employee's qualifications; to determine the amount of overtime to be worked, if any; the right to make necessary rules and regulations governing employee conduct and safety; and to relieve employees from duty due to low enrollment or other reasons related to the operations of the Early Learning Childhood Center program; is vested exclusively in the District, subject only to the provisions of this Agreement as set forth herein.
- C. The Employer shall not contract or subcontract any work that is normally performed by the Union that would cause a reduction of an employee's regularly scheduled work hours.
- D. Nothing in this Agreement in any way shall prevent or limit the Board from participating in cooperative educational programs with the Macomb Intermediate School District as it related to the Great Start Readiness Program.

Richmond Board of Education and MEA-Richmond Early Learning Childhood Center Contract

X:\Contracts - Labor Unions\ELCC Childcare-GSRP-Preschool\MEA-Early Learning Childhood Center Contract - Expires 2026-06-30 - FINAL.docx

- E. Nothing in this agreement shall prevent the employer from utilizing a third-party “substitute” vendor to fill temporary vacancies, as outlined by Article 24 Vacancies, Promotions, and Transfers.

ARTICLE 6 – UNION RIGHTS

Each employee covered by this bargaining unit accepts the responsibility to strive for excellence in their work, and to take advantage of opportunities for continually improving their skills and relationships with their co-workers and with the public.

Each employee covered by this bargaining unit agrees to uphold and follow the policies, rules, regulations, and practices of the Board and sections of this agreement not in conflict with laws and constitution of the United States and the State of Michigan.

No member of this unit shall be required to do work outside of the bargaining unit or classification except under emergency conditions which are defined as: by order of the state/federal government when students are in danger, or not supervised by a properly certificated employee. Job classifications are described in Article 2 – Recognition.

ARTICLE 7 –THIS ARTICLE IS INTENTIONAL LEFT BLANK

ARTICLE 8 – NON-DISCRIMINATION

The Employer and the Union both recognize their responsibilities under Federal, State, and local laws pertaining to fair employment practices as well as the moral principles involved in the area of Civil Rights.

Accordingly, both parties reaffirm by this agreement the commitment not to discriminate on the basis of race, color, national origin, sex (including sexual orientation), disability, age, religion, height, weight, marital or family status, military status, ancestry, genetic information, or any other legally protected category (collectively, “Protected Classes”), except where based on a bona fide occupational qualification.

ARTICLE 9 – DEFINITION OF EMPLOYEES

Section 1.

The definition of a full-time employee shall be defined by the Affordable Care Act as “A regular full-time school employee is an employee who has successfully completed a probation work period with the school and who works a regularly occurring schedule.” All regular full-time employees are subject to the personnel rules and are entitled to the indicated benefits of school employment.

Section 2.

Richmond Board of Education and MEA-Richmond Early Learning Childhood Center Contract*X:\Contracts - Labor Unions\ELCC Childcare-GSRP-Preschool\MEA-Early Learning Childhood Center Contract - Expires 2026-06-30 - FINAL.docx*

The definition of a part-time employee shall be defined by the Affordable Care Act as “A regular part-time school employee is an employee who has successfully completed a probation work period with the school and has a regularly occurring schedule.” All regular part-time employees are subject to the personnel rules and are entitled to the indicated benefits of school employment specified for part-time employees.

ARTICLE 10 – ASSOCIATION LEADERSHIP

The Union shall designate in writing to the Employer and the membership, within thirty (30) days of the election, the name of the elected Executive Board officers (e.g., President/Co-Presidents, Vice-President, Secretary, Treasurer, and Representatives).

Elected Executive Board officers shall:

1. Have the right to initiate/investigate grievances, related to each step of the grievance procedure. Said meeting(s), to perform the functions of their elected positions, should occur outside of the regular school day, when possible or with pre-approval from the Superintendent or designee.
2. Be present at grievance hearings.
3. Be present at all disciplinary hearings. If at the hearing, the employee requests that the Officer be excused then the Officer’s presence shall be waived.

ARTICLE 11 – GRIEVANCE PROCEDURE

- A. Definition of a Grievance: A "grievance" is a dispute or difference of opinion raised by an employee or Union, which is believed to be a violation or misinterpretation of any of the provisions of this Agreement. The “grievant” is the employee(s) or Union making the claim. The term "employee" shall also mean a group of employees having the same grievance. If the grievance is filed by the Union or group of employees, all communication regarding the grievance, including responses, shall be shared with the Union and employees named in the grievance.
- B. Most grievances arise from instances of misunderstanding or problems that should be settled promptly and satisfactorily on an informal basis at the work level before they become a formal grievance. It is mutually agreed that all grievances arising under and during the terms of this Agreement shall be settled in accordance with the following procedure.
- C. Step 1 – Verbal (Immediate Supervisor):

Within seven (7) calendar days of the possible grievance occurring, or knowledge thereof, the employee, and if requested the Union, will discuss the concern with the immediate supervisor with the objective of resolving the matter informally.

Settlements reached must not be inconsistent with the terms and conditions of this Agreement.

Richmond Board of Education and MEA-Richmond Early Learning Childhood Center Contract

X:\Contracts - Labor Unions\ELCC Childcare-GSRP-Preschool\MEA-Early Learning Childhood Center Contract - Expires 2026-06-30 - FINAL.docx

Step 2 – Written (Immediate Supervisor):

In the event a grievance is not resolved by oral discussion with the employee's immediate supervisor, then the Grievant or Grievance Chair shall submit the grievance in writing to their immediate supervisor within seven (7) calendar days after Step 1.

Written grievances shall contain the following:

- It shall be signed by the grievant or grievants;
- It shall be specific;
- It shall contain a synopsis of the facts giving rise to the alleged violation;
- It shall cite the section or subsections of this contract alleged to have been violated;
- It shall contain the date of the alleged violation;
- It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

The supervisor shall email their decision to the employee and Grievance Chair, cc: the Director of Human Resources, within seven (7) calendar days after the grievance has been presented to them.

Step 3 – Director of Human Resources and Union:

If the grievance has not been settled, it shall be presented by the Union in writing to the Director of Human Resources within seven (7) calendar days after the supervisor's response is received.

A meeting shall be scheduled within seven (7) calendar days between the Union, grievant(s), and Director of Human Resources in an attempt to resolve the issue.

The Director of Human Resources shall render a decision in writing within fourteen (14) calendar days of the meeting the Grievant(s) and Grievance Chair.

Step 4 – Mediation

If a disposition is not rendered within the above time limits or is not satisfactory to the grievant(s), the grievance may be processed, within seven (7) calendar days, to mediation with a Michigan Employment Relations Commission appointed mediator. The mediation meeting shall occur within thirty (30) days of Step 3 notification unless this time frame is mutually extended by the parties. If the grievance is resolved at Step 4, the disposition shall be reduced to writing.

Step 5 – Arbitration

If the grievance remains unresolved at the conclusion of Step 4, it may be submitted for arbitration at the request of the Union, provided written notice of the request for submission to arbitration is delivered to the Superintendent/designee within fourteen (14)

Richmond Board of Education and MEA-Richmond Early Learning Childhood Center Contract*X:\Contracts - Labor Unions\ELCC Childcare-GSRP-Preschool\MEA-Early Learning Childhood Center Contract - Expires 2026-06-30 - FINAL.docx*

calendar days of the date of the written decision of Step Four. The arbitrator shall then be selected according to the rules of the American Arbitration Association. The rules of the AAA shall govern the proceedings, and the process shall comply with the Michigan Uniform Arbitration Act, MCL 691.1681, et. seq. The arbitrator shall be selected in accordance with AAA's rules.

The filing fee shall be paid by the Union and arbitrator's bill shall be paid by the losing party. If the arbitrator's decision does not award all of requested relief by the Union, the arbitrator shall apportion the parties' fees and expenses within the AAA guidance rules.

1. Arbitrator's Powers and Authority:

- a. The arbitrator shall be empowered, except as his/her powers are limited below, to make a decision in cases of alleged violation, misinterpretations, or misapplication of the specific articles and/or sections of this agreement. The arbitrator shall also have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement. The arbitrator shall also have no power to establish salary scales, change any salary figures in this agreement or increase or change staffing requirements as established by the district.
- b. The arbitrator's power shall be limited to deciding whether the district has violated an article(s) and/or section(s) of this agreement. It is agreed the arbitrator shall have no power to change any policy or rule of the district through substituting his/her judgment for that of the district as to the reasonableness of any policy, rule or any action taken by the district.
- c. The arbitrator shall have the power to render a monetary award that provides to a grievant(s) compensation he/she would have received under this agreement. However, the arbitrator shall have no power to make a monetary award that provides for compensation not specifically provided for in this agreement. The arbitrator shall have no power to award consequential or other damages, interest, or attorney fees.
- d. In rendering the decision of the grievance, the arbitrator shall give full recognition to the management rights from Article 5 and the arbitrator shall have no power to overturn any management decisions based on those rights.
- e. The arbitrator's decision shall be submitted in writing and shall set forth their findings as to the acts and their interpretation of the agreement.
- f. If an arbitrator in rendering an award exceeds the authority specifically delegated by this agreement, the award shall be unenforceable if so determined by a court of competent jurisdiction.
- g. The decision of the arbitrator, if within the scope of their authority, as set forth above, shall be final and binding.

D. Rights of Employee to Representation

Richmond Board of Education and MEA-Richmond Early Learning Childhood Center Contract

X:\Contracts - Labor Unions\ELCC Childcare-GSRP-Preschool\MEA-Early Learning Childhood Center Contract - Expires 2026-06-30 - FINAL.docx

1. Any party of interest maybe represented by the Union at all meetings and hearings at any level of the grievance procedure.
2. The Union shall have the right to be present and to state its views at the adjustment of the grievance.

E. Miscellaneous

1. A grievance may be withdrawn at any level. Withdrawal of the grievance shall terminate the grievance.
2. Decisions rendered at all levels shall be in writing and shall be promptly transmitted to the grievant, Union and Director of Human Resources.
3. No reprisals of any kind shall be taken by or against any party in interest or any participant in the grievance procedure by reason of such participation.
4. No document, communication, or record dealing with a grievance shall be filed in the personnel file of the grievant. Except in disciplinary matters, the documentation of the discipline may be filed until such time as it has been deemed unwarranted through the grievance process.
5. Upon written request, all information and records pertaining to the grievance shall be made available to the Board and the Union.
6. Failure of the aggrieved person or Union to comply with the foregoing procedures cancels the grievance. More specifically, failure to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance and bar any further appeal.
7. Grievances shall be processed outside of regular student school day, when possible.
8. The time requirements herein specified are deemed to be of the essence in this article.
9. Forms for filing and processing grievances shall be developed by the Union and District, and published under the Human Resources section of the district website. If the agreed upon form is routable, then the Superintendent and Executive Director for the Union shall be added to the grievance notification process.
10. The parties agree to exchange all information and documentation, cite all article violations, and identify all potential witnesses.

F. Expiration of Agreement

Notwithstanding the expiration of this Agreement, any claim or grievance which arose during the term of this Agreement shall be processed through the grievance procedure until resolution.

Richmond Board of Education and MEA-Richmond Early Learning Childhood Center Contract

X:\Contracts - Labor Unions\ELCC Childcare-GSRP-Preschool\MEA-Early Learning Childhood Center Contract - Expires 2026-06-30 - FINAL.docx

ARTICLE 12 –SENIORITY

For the purpose of the collective bargaining agreement, seniority shall be defined as Bargaining Unit seniority.

Seniority shall be the total seniority from the date of appointment to a regular position in the Richmond Early Learning Childhood Center bargaining unit. Seniority will be adjusted at the conclusion of each school year for unpaid days(s)/leave(s) excluding FMLA, Bereavement, and Jury Duty leave(s).

An employee transferring into the bargaining shall not retain any seniority obtained outside of the Richmond Early Learning Childhood Center bargaining unit.

Should two or more employees hold the same seniority hire date within the bargaining unit, the “tiebreaker” shall be determined by the last four digits of the employee’s social security number, with the highest number having the lowest seniority.

After the last student day but before June 30th, unless mutually agreed upon otherwise, the Union and District shall meet to review and update the seniority list.

ARTICLE 13 – LAY-OFF AND RECALL

Employees to be laid off for an indefinite period of time will have at least thirty (30) calendar days notice of layoff. The Union shall receive a list of the employees to be laid off on the same date as the notices are issued to the employees being laid off. The district shall first consider employees who voluntarily elect to be laid off. Prior to involuntarily laying off any regular employee, all temporary and seasonal employees shall be laid off.

Employees to be laid off shall be given thirty (30) calendar day written notice of such lay off. Notice shall be sent to the employee by the district email and US mail to the address the district has on file.

Layoffs of regular employees shall strictly be by bargaining unit classification, as defined in Article 2, based on program or licensing qualifications and requirements, and performance unless there is a tie in which case seniority will break the tie. Performance will be evaluated as outlined by Article 15.

The parties hereby agree that in the case of a layoff the following is to clarify the layoff:

Prior to the layoff of a regular employee, probationary employees shall be laid off first.

Employees shall be laid off in order of least effective (i.e., Needing Support) to most effective. Employees who have not received an evaluation shall be considered effective.

Employees shall not be allowed to displace or “bump” into any other classification covered by this agreement.

Recall shall be in the reverse order of the above. Recall rights shall last for one (1) year.

Notice of recall shall be sent to the employee at his/her last known address by certified mail. If an employee fails to report to work within thirty (30) calendar days from receipt of the certified notice,

Richmond Board of Education and MEA-Richmond Early Learning Childhood Center Contract*X:\Contracts - Labor Unions\ELCC Childcare-GSRP-Preschool\MEA-Early Learning Childhood Center Contract - Expires 2026-06-30 - FINAL.docx*

his/her employment shall be considered to be a voluntary termination. Employees on layoff do not have the right to refuse employment, so long as the hours being recalled to are not less than 80% of the regularly scheduled hours the employee held prior to lay-off.

ARTICLE 14 – PROBATION

All new employees to the District, both full-time and part-time, are subject to a probationary period of ninety (90) calendar days. By mutual agreement, the District may extend the probationary period for an additional thirty (30) calendar days. At any time during the probationary period, the Superintendent may terminate the employee. Probationary employees do not have recourse to the grievance procedure.

For employees that fill a vacant position from within the district shall have a ninety (90) calendar day probationary period. By mutual agreement, the District may extend the probationary period for an additional thirty (30) calendar days.

Upon satisfactorily completing the probationary period, the Employee shall take a place on the appropriate seniority list. The seniority date shall be their hire date within the bargaining unit.

The probationary employee shall begin to receive all benefits at the conclusion of the probationary period, including health care if they meet the required qualifying hours of work as defined by the Affordable Care Act.

Probationary Employees are not eligible for Vacancies, Promotions, and Transfers, unless mutually agreed upon.

ARTICLE 15 – EMPLOYEE EVALUATION

All bargaining employees shall be evaluated annually.

Section 1. Tuition-based Preschool Teachers and GSRP Lead Teachers

Beginning with the 2024-25 school year, the negotiated performance evaluation system shall include a rigorous, transparent, and fair performance evaluation system that includes:

- By September 30th, one (1) performance goals in each of the domains in Danielson Framework for Teaching Evaluation Instrument shall be identified by the teacher and agreed to by the evaluator to improve their effectiveness.
- An evaluation of the teacher's job performance with timely and constructive feedback. The evaluation for Tuition-based Preschool Teachers and GSRP Lead Teachers shall be the Danielson Framework for Teaching Evaluation Instrument, which includes the following four (4) domains:

Domain 1 – Planning and Preparation
Domain 2 – The Classroom Environment
Domain 3 – Instruction
Domain 4 – Professional Responsibilities

Richmond Board of Education and MEA-Richmond Early Learning Childhood Center Contract

X:\Contracts - Labor Unions\ELCC Childcare-GSRP-Preschool\MEA-Early Learning Childhood Center Contract - Expires 2026-06-30 - FINAL.docx

The final evaluation shall be based on at least two observations, with one of those observations being at least thirty (30) minutes in length. Observations shall also include a review of the teacher's lesson plans on file in the office indicating the standard(s) being taught in the lesson as well as the pupil engagement in the lesson that is observed.

- Unless otherwise required by law, the evaluation instrument shall contain a student growth and assessment data section. This section shall be weighted twenty percent (20%) towards the overall final evaluation rating. The *Gold Assessment* (or other MISD allowable assessment for the program) shall be used for the student growth and assessment data section of the evaluation.

By the end of the school year, eight (80%) of the students must meet or exceed expectations in the six (6) *Objectives for Development & Learning* as defined by the Gold Assessment. The *Objectives for Development & Learning* are:

1. Social-Emotional
2. Physical
3. Language
4. Cognitive
5. Literacy
6. Mathematics

If allowed by law, Preschool Teachers and GSRP Lead Teachers may provide a written request to their evaluator to exclude individual student data used in the student growth and assessment data section of the evaluation for the following reasons:

1. The student is enrolled in the program less than 50% of the time, and
2. The total absences of a student exceed 50% of the enrolled time in the program.

Such written request for student data exclusion must be received by the evaluator by the Friday prior to Memorial Day.

If available, the District has the right to implement a newer version of the Danielson evaluation instrument, upon notification to the Union.

Section 2. Childcare, Lead Childcare, Tuition-based Preschool Aides, and GSRP Associate Teachers

The evaluation for all other employees shall include the following:

Domain 1 – Job Effectiveness

1. Knowledge of Work
2. Quantity of Work
3. Quality of Work

Domain 2 – Interpersonal Characteristics

1. Communication
2. Problem Solving Skills
3. Relationship with other Employees
4. Interaction with Community
5. Interaction with Students

Richmond Board of Education and MEA-Richmond Early Learning Childhood Center Contract
X:\Contracts - Labor Unions\ELCC Childcare-GSRP-Preschool\MEA-Early Learning Childhood Center Contract - Expires 2026-06-30 - FINAL.docx

Domain 3 – Personal Characteristics

1. Team Concept
2. Responsibility
3. Dependability
4. Punctuality
5. Initiative
6. Attitude
7. Effective Use of Time
8. Eye for Improvement
9. Decision Making

Section 3.

All evaluations shall include an Overall Comment section at the end of the evaluation. Within the Overall Comment section of the evaluation, the evaluator shall include the following comments: certification (if applicable), attendance and punctuality, disciplinary misconduct (if applicable), professional development and specialized training, ability to withstand the strains of the position, and general comments.

Evaluation observations may be scheduled, but not required. Walkthroughs done by the evaluator may also be included in the final evaluations. Evaluator concerns identified in walkthroughs shall be reviewed and discussed with the employee prior to being included in the final evaluation.

The overall evaluation of an employee shall reflect the evaluation ratings outlined in Section 1249 of the Michigan Revised School Code. The final evaluation shall be given to employees on or prior to their last day of work in June. All employees shall have the right to submit a rebuttal to their final evaluation which will be included in their personnel file and attached to the year-end evaluation, so long as the rebuttal is received by June 30th of the given school year.

Only employees with an effective evaluation shall be permitted to apply for vacant positions.

Classroom walkthroughs, observations, Domains, and an overall final evaluation rating of “Developing” or higher are grievable through Step 3 (Human Resources).

An overall final evaluation rating of “Needing Support” may only be grieved through Step 4 (Mediation). An arbitrator has authority to consider a grievance filed under the grievance procedure by an employee who received two consecutive ratings of “Needing Support.”

ARTICLE 16 – PROFESSIONAL DEVELOPMENT MEETINGS

The Union and Employer agree that professional development and communication is critical to the growth and operation of the program. To ensure proper professional development and communication occurs, the district shall schedule a minimum of two (2) professional development meetings prior to the first student day and six (6) professional development meetings throughout the school year. The meetings shall be a minimum of three (3) hours. Scheduled professional development shall meet licensing requirements.

Richmond Board of Education and MEA-Richmond Early Learning Childhood Center Contract*X:\Contracts - Labor Unions\ELCC Childcare-GSRP-Preschool\MEA-Early Learning Childhood Center Contract - Expires 2026-06-30 - FINAL.docx*

The District reserves the right to hold additional meetings, should the need arise. If additional meetings are scheduled, all Employees shall be required to attend so long as there has been seven (7) calendar day notice provided. Emergency meetings shall not follow the seven (7) calendar day notice. Failure to attend may result in disciplinary action.

ARTICLE 17 – WORK SCHEDULE**Section 1.**

Within fourteen (14) calendar days after the Board approves the original Fiscal Year budget in June, the Superintendent or designee shall provide the employee their “tentative” assignment, work calendar, and schedule of hours to work for the subsequent school year.

The school calendar for the Early Learning Childhood Center (ELCC) shall mirror the school calendar of the K-12 students. On half days of school for K-12 students, employees shall report (as outlined by Article 16), but not ELCC students unless it is needed to meet instructional days and minute requirements. If K-12 students start school the Tuesday after Labor Day, then the first workday for employees shall be:

Employee	Start Day	End Day
AM Childcare	Monday prior to Labor Day	One (1) workday after the last K-12 Student Day
PM Childcare	Monday prior to Labor Day	One (1) workday after the last K-12 Student Day
Lead Childcare	Two (2) Mondays prior to Labor Day	Three (3) workdays after the last K-12 Student Day
3 YO Preschool Teacher	Monday prior to Labor Day	Last K-12 Student Day
3 YO Preschool Aide	Monday prior to Labor Day	Last K-12 Student Day
4 YO Preschool Teacher	Monday prior to Labor Day	Last K-12 Student Day
4 YO Preschool Aide	Monday prior to Labor Day	Last K-12 Student Day
GSRP Lead Teacher (4 days/week programs)	Two (2) Mondays prior to Labor Day	Last K-12 Student Day
GSRP Associate Teacher (4 days/week programs)	Two (2) Mondays prior to Labor Day	Last K-12 Student Day

The first day of school for Early Learning Childcare Center students shall be the day after the first day of school for K-12 students.

The work calendar may be extended if the State requires the District to add additional days of instruction and/or a change to the first student day. Any additional days shall be compensated appropriately.

The Employee’s work hours:

- Childcare
 - Lead Childcare: 9:30-6:00pm *, with a half-hour unpaid lunch.
 - AM Childcare: 6:15-8:00am *
 - PM Childcare: 2:30-6:00pm and 11:00-6:00pm on Half Days of School * ^

Richmond Board of Education and MEA-Richmond Early Learning Childhood Center Contract

X:\Contracts - Labor Unions\ELCC Childcare-GSRP-Preschool\MEA-Early Learning Childhood Center Contract - Expires 2026-06-30 - FINAL.docx

The district reserves the right to establish other childcare work hours based on program needs.

* So long as the elementary school day is 7:50-2:50pm on full days and 7:50-11:15am on half-days. Times may change if the elementary school day is changed.

^ As childcare enrollment declines, the ES Dean of Student or designee shall dismiss childcare employees to leave early from their regularly scheduled hours. Childcare employees dismissed early shall not be paid for time not worked.

- **3-YEAR-OLD AM OR PM PROGRAM (3-DAY):**
 - Student schedule plus thirty (30) minutes.
 - Monday, Wednesday, and Friday
- **3-YEAR-OLD AM OR PM PROGRAM (5-DAY):**
 - Student schedule plus thirty (30) minutes.
 - Monday, Tuesday, Wednesday, Thursday, and Friday
- **4-YEAR-OLD AM OR PM PROGRAM:**
 - Student schedule plus thirty (30) minutes.
 - Monday, Tuesday, Wednesday, Thursday, and Friday
- **4-YEAR-OLD ALL DAY PROGRAM**
 - Student schedule plus thirty (30) minutes.
 - Monday, Tuesday, Wednesday, Thursday, and Friday
 - The Preschool Teacher and Aide shall eat lunch with the students.
- **GSRP HALF DAY AM OR PM PROGRAM:**
 - Student schedule plus thirty (30) minutes.
 - Monday – Thursday, with Friday for Lead and Associate Teacher preparation, professional development, required family involvement activities, etc.
- **GSRP FULL DAY PROGRAM:**
 - Student schedule plus thirty (30) minutes.
 - Monday – Thursday, with Friday for Lead and Associate Teacher preparation, professional development, required family involvement activities, etc.
 - The Lead and Associate GSRP Teachers shall eat lunch with GSRP students.

Section 2.

Unless it is necessary for a non-exempt/non-salaried employee to stay with a student after their program ends until a parent, guardian, or emergency contact arrives, any deviation from the employee's assigned hours must be pre-approved by the Superintendent or his/her designee.

Section 3.

Early Learning Childcare Center employees shall work 4:30-8:00pm on the night of Elementary Blue Devil Day (i.e., Meet the Teacher Night).

Richmond Board of Education and MEA-Richmond Early Learning Childhood Center Contract

X:\Contracts - Labor Unions\ELCC Childcare-GSRP-Preschool\MEA-Early Learning Childhood Center Contract - Expires 2026-06-30 - FINAL.docx

Section 4.

Parent-Teacher Conferences for Tuition-base Preschool Teachers and GSRP Lead Teachers shall be:

- 12:00-3:00pm on Wednesday when K-12 Parent-Teacher Conferences occur, and
- 12:00-3:00pm on Thursday when K-12 Parent-Teacher Conferences occur.
- 5:00-8:00pm on Thursday when K-12 Parent-Teacher Conferences occur.

Preschool Aides and GSRP Associate Teachers shall not be required to attend Parent-Teacher Conferences.

Section 5.

Early Learning Childcare Center employees shall work 4:30-8:00pm on the night of the Preschool Round-up. The dates of Preschool Round-up shall be determined by the Superintendent or designee and communicated to employees at least fourteen (14) calendar days in advance.

Section 6.

Tuition-based Preschool Teachers and Aides and GSRP Lead and Associate Teachers shall be required to work four (4) parent/family involvement events. Each event shall not exceed three (3) hours. The events will be held:

- One (1), two weeks prior to the start of the school year during the day (prior to 4:00pm)
- Two (2) events during the school year in the evening (prior to 7:00pm)
- One (1), withing two weeks at the end of school year during the day (prior to 4:00pm)

Additional required GSRP family engagement events may be scheduled on Fridays during the school year.

ARTICLE 18 – OVERTIME

Great Start Readiness Programs (GSRP) Lead Teachers are exempt from overtime based on Fair Labor Standard Act (FLSA) exemption status test.

For all other recognized employees:

1. No overtime may be worked without the prior authorization of the Superintendent or designee except for instances described in Article 17.2. All overtime hours worked are to be accurately reflected on the weekly time sheet.
2. Overtime shall be defined as hours worked beyond forty (40) hours per week. Holidays and *Paid Time Off* shall not be calculated in the forty (40) hour work week to determine overtime.

Richmond Board of Education and MEA-Richmond Early Learning Childhood Center Contract

X:\Contracts - Labor Unions\ELCC Childcare-GSRP-Preschool\MEA-Early Learning Childhood Center Contract - Expires 2026-06-30 - FINAL.docx

ARTICLE 19 – GENERAL

Section 1

Copies of this Agreement shall be posted on the district’s website for access by all employees.

Section 2

If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or applications shall be deemed void, but all other provisions or applications shall continue in full force and effect.

Section 3

All employees shall comply with all required district policies and licensing/program requirements. Failure to do so may be cause for disciplinary action, up to and including termination.

Section 4

The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the Employer pertaining to a specific grievance, at reasonable times, at the discretion of the Employer.

If an employee’s timeslip is amended after the employee submits the timeslip for payment, the District shall notify the employee that a change has been made and the reason for the change.

Section 5

The Employer shall establish the 10th and 25th of each month as the paid dates. Each employee shall have access to a statement of their earnings and deductions made for any purpose.

Section 6

Direct deposits shall be made to the financial institution of the employee’s choice subject to Electronic Clearinghouse requirements. When a regular pay date falls during a school recess period, all Employees shall be paid on their regularly scheduled pay date. Each employee shall be provided with an itemized statement of his/her earnings and of all deductions made for any purpose.

Section 7

If an employee is required to use their personal vehicle for school business, mileage reimbursement shall be paid at the IRS regulated rate. Mileage shall be calculated from the employee’s assigned work location to the approved destination.

Section 8

When a school or schools are closed and the district is utilizing “Forgiven Time” as defined in the pupil accounting manual, Employees shall not be paid for days scheduled but not worked. Employees may utilize *Paid Time Off* (PTO) for compensation of days not worked due to inclement weather or building

problems so long as it is indicated on the time management system or protocol (e.g., timeslip) utilized by the district and the employee has *Paid Time Off* available.

However, employees may earn “*Forgiven Time*” days to compensate the employee when school is cancelled due to inclement weather or building problems. “*Forgiven Time*” day compensation is at the employee’s daily rate based on their regular assignment and schedule for the cancelled day. No more than six (6) “*Forgiven Time*” days may be utilized to compensate the employee each year.

The employee shall earn “*Forgiven Time*” days if they work all scheduled days during the following measurement periods:

Measurement Period	Days Earned
September 1 st to September 30 th	one (1) “ <i>Forgiven Time</i> ” day
October 1 st to October 31 st	one (1) “ <i>Forgiven Time</i> ” day
November 1 st to December 15 th	one (1) “ <i>Forgiven Time</i> ” day
December 16 th to January 31 st	one (1) “ <i>Forgiven Time</i> ” day
February 1 st to March 15 th	one (1) “ <i>Forgiven Time</i> ” day
March 16 th to April 30 th	one (1) “ <i>Forgiven Time</i> ” day
May 1 st to June 15 th	one (1) “ <i>Forgiven Time</i> ” day

Up to one (1) unused “*Forgiven Time*” days may accumulate to the next school year to be utilized in August or September. Unused “*Forgiven Time*” day shall not be compensated. Only Employees who have a regular assignment and schedule are eligible for “*Forgiven Time*” day.

Section 9.

When employees are absent, arrangements for substitutes shall be made by the Superintendent or designee.

Section 10

An emergency manager appointed under the Local Financial Stability and Choice Act, MCL 141.1501 et seq. may reject, modify, or terminate this Agreement as provided in that Act.

ARTICLE 20 – PAID TIME OFF

While it is the expectations of the Board of Education that employees are at their assigned position on schedule workdays, it is recognized that an Employee may be absent from their position utilizing *Paid Time Off* (PTO) for personal illness, family illness (as defined in Article 20, section 4A), and to attend to tasks that can only be performed during the school day such as a scheduled service appointment, court appearance, or other similar obligations.

In order to maintain the efficient operation of the organization, advanced notice shall be provided to the Superintendent or designee when an employee utilizes a *Paid Time Off* (PTO). Advanced notice shall be defined as one hour prior to the start of the employee’s scheduled work hours.

The utilization of *Paid Time Off* (PTO) for vacations is strictly prohibited.

Section 1.

Richmond Board of Education and MEA-Richmond Early Learning Childhood Center Contract*X:\Contracts - Labor Unions\ELCC Childcare-GSRP-Preschool\MEA-Early Learning Childhood Center Contract - Expires 2026-06-30 - FINAL.docx*

All eligible hourly employees (i.e. Childcare, Lead Childcare, Preschool Teacher, Preschool Aides, GSRP Associate Teacher) shall receive at least forty (40) hours of *Paid Time Off (PTO)* (e.g., Mi-PMLA) at the beginning of a benefit year or pro-rated amount based on the eligible hourly employee's start date. Employee eligibility is defined under Board Policy 4305.

Full-day GSRP Lead Teachers shall receive seventy-five (75) *Paid Time Off (PTO)* hours per school year at the beginning of a benefit year or pro-rated amount based on the employee's start date. *Paid Time Off (PTO)* shall be taken in 3.5-hour increments.

All ineligible hourly employees shall receive one (1) hour of PTO for every thirty-five (35) hours worked.

Employees are required to document *Paid Time Off (PTO)* using the district's absences management system. Failure to do so may result in disciplinary action, up to and including termination.

The district has the right to request medical documentation for *Paid Time Off (PTO)* absences in excess of three consecutive days or when there is a pattern of absences.

Unused *Paid Time Off* time shall be paid on the last pay in June at one hundred percent (100%) of the employee's hourly rate at the end of each school year. For salaried employees, the hourly rate shall be determined by dividing the salary defined in Article 23 by the total number of hours scheduled to work as defined in Article 17.

Section 2.

Employees shall be permitted to be absent from their duties without loss of pay or PTO days because of mumps, scarlet fever, measles, or chicken pox for up to fourteen (14) calendar days if the disease was contracted in the course of the Employee's work.

The Superintendent, or designee may grant paid leave time to an employee who reasonably contracts other communicable disease, as defined by the Macomb County Department of Health and Human Services, within the course of their position. The additional days shall be based on the recommendation of the Macomb County Department of Health and Human Services and shall not be subject to the grievance procedure.

Section 3.

Employees shall not take *Paid Time Off (PTO)* the day before or after a holiday break. Under extenuating circumstances, the Superintendent or designee may grant leave before or after a holiday.

Section 4.

Full-time and regular part-time employees shall be permitted to be absent from their duties without loss of pay for reasons of death in the immediate family subject to the following conditions:

- A. The immediate family shall be defined as spouse, children and stepchildren, grandchildren, father or mother of either spouse, grandparent of either spouse, brother, sister, brother-in-law, sister-in-law, or any other person acceptable as an exemption on the employee's income tax or any person who makes his home with the Employee and in the judgment of the Superintendent is emotionally

Richmond Board of Education and MEA-Richmond Early Learning Childhood Center Contract

X:\Contracts - Labor Unions\ELCC Childcare-GSRP-Preschool\MEA-Early Learning Childhood Center Contract - Expires 2026-06-30 - FINAL.docx

dependent on the employee as a member of the household.

- B. For a spouse, child/stepchild, or parent, a maximum of five (5) days each occurrence, not chargeable to accumulated Paid Time Off (PTO), shall be granted. For all other immediate family members, a maximum of three (3) days, each occurrence, not chargeable to accumulated *Paid Time Off* (PTO), shall be granted. Unused days shall not accumulate or be compensated.

If the employee works on the day of death, the days allowed shall not include the day of death but shall begin with the first scheduled working day following the day of death.

If the day of death is scheduled and the employee does not work that day, the days allowed begin with and include the day of death.

The Superintendent or designee may make exceptions or extend these provisions in instances when in their judgment the time limitation is not sufficient to allow for all of the adjustments occasioned at the time of bereavement.

If the day of death occurs during a schedule school break and the five (5) or three (3) days of bereavement occurs prior to the return from break, then the employee is not entitled to bereavement days. Under extenuating circumstances, the Superintendent may approve a change to when bereavement days are taken.

Section 5.

Absence for jury service by Employees shall not be chargeable to the employee's *Paid Time Off* (PTO) and the District will pay the difference in salary between the Employees regular daily rate and any fee he/she is paid for jury duty. Employees shall furnish a written statement from the court showing the day and time of jury duty and the amount of jury fees they were eligible to receive for each day.

If the employee is released from jury duty prior to his/her regular shift being completed, the employee will contact the supervisor to determine if he/she shall return to the regular shift.

Section 6.

The Superintendent or designee may grant leave for reasons other than those previously stated. The granting of such leave shall be based upon written request. Leaves of absence without pay during the school year may be granted only if adequate substitutes are available and only if such absence from duty will not be detrimental to the Early Learning Childhood Center.

Section 7.

A paid or unpaid leave of absence of more than thirty (30) calendar days is considered a break in service for seniority purposes. Accumulated *Paid Time Off* (PTO) shall be maintained but shall not accrue during the periods of the leave. *Paid Time Off* (PTO) for the given school year shall be prorated for Employees on paid or unpaid leave.

Section 8.

Richmond Board of Education and MEA-Richmond Early Learning Childhood Center Contract

X:\Contracts - Labor Unions\ELCC Childcare-GSRP-Preschool\MEA-Early Learning Childhood Center Contract - Expires 2026-06-30 - FINAL.docx

A military leave of absence shall be granted to any employee 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, an employee shall be placed at the same position on the salary schedule as he/she would have been prior to such period.

ARTICLE 21 – HOLIDAYS

The following nine (9) days shall be considered as paid holidays for all full-time and regular part-time: Labor Day; Thanksgiving Day; Friday after Thanksgiving, Christmas Eve Day; Christmas Day; New Year's Eve, New Years' Day; Good Friday; and Memorial Day. Holiday pay is based on the Employee regularly scheduled work hours.

If the holiday falls on a Saturday, Friday will be considered as the holiday. If the holiday falls on a Sunday, Monday will be considered as the holiday.

An employee shall be eligible for holiday pay if the Employee works their last scheduled workday prior to the holiday and the next scheduled workday following the holiday, unless verified by a doctor's note, jury duty day, or bereavement leave.

ARTICLE 22 – INSURANCE

The insurance coverage year shall be September 1st to August 31st unless the employee terminates their employment with the district prior to August 31st.

The Board shall offer GSRP Lead Teachers single, two-person, or full-family health insurance upon their start date. For all other employees, after the measurement period, the Board shall offer full-time employees, as defined by Article 9 Definition of Employee, single-subscriber health insurance coverage. Pursuant to PA152 of 2011, the Employee shall pay any amount over the “Hard Caps” for the total cost of health insurance.

It shall be the responsibility of the eligible employee to properly enroll in programs available and make notification of any change in status in a timely fashion. All benefits are subject to policy, plan, or program terms and conditions.

The insurance coverage year shall be September 1st to August 31st. If an employee terminates employment, insurance benefits will cease at the end of the last month worked.

The District will not be obligated to provide more than one (1) health insurance program to a family unit. If the employee's spouse is also an employee of the district, the bargaining unit member shall designate who is to be the carrier of health insurance and the other shall be eligible for the option.

Coverage offered:

- (1) Blue Cross and Blue Shield (BCBS) of Michigan Simply Blue PPO with 20% Co-insurance and (2) Blue Shield (BCBS) of Michigan Simply Blue PPO Health Savings Account (HSA) with 0% Coinsurance, and (3) Blue Shield (BCBS) of Michigan Simply Blue PPO Health Savings Account (HSA) with 20% Coinsurance. The Board may bid coverage annually on a comparable

or better insurance benefit package and may choose another insurance carrier if the total savings between packages exceed two percent (2%).

- Dental – None.
- Vision – None.
- Term Life Insurance – None. *
- Accidental Death & Dismemberment – None. *
- Long-term Disability Insurance – None. *
- Prefunded Health Savings Account (HSA) option – None.

* The Employee may purchase Life Insurance/Accidental Death & Dismemberment and Long-term Disability Insurance at 100% the cost to the employee.

Employees will not be eligible to receive the above fringe benefits during their probation period.

For qualifying non-GSRP Lead Teacher employees who are eligible for single-subscriber, they shall have the option to elect two-person or full-family. The employee shall be responsible for all costs exceeding the district’s cost for a single subscriber.

Workers Compensation – When absences resulting from a major personal injury arise out of and in the course of the employment with Richmond Community Schools which entitles the injured Employee to compensation under the provisions of the Worker’s Compensation Act occur, the District shall supplement the Worker’s Compensation check with an amount sufficient to equal the regular salary for a period not to exceed the accumulated allowable days of absences provided that all Worker’s Compensation checks covering the period from the date of injury to the expiration of the accumulated allowable days of absences are turned into the Superintendent or designee’s Office for recording.

Should the Michigan Public Funded Health Insurance Contribution Act (PA152 of 2011) be amended or repealed, the Association and District agree to begin negotiation within sixty (60) calendar days of the effective date of the law to consider increased District financial contributions to members’ health insurance premiums and other financial contributions allowed under PA152. Until such time as an agreement between the Association and District is reached, the district’s cost for insurance shall maintain the status quo.

ARTICLE 23 – COMPENSATION

If the contract is ratified by the Employees and Board of Education on or before August 12, 2024, a signing bonus of \$1,000 for GSRP Lead Teachers and \$500 for all other bargaining unit members shall be paid on or before August 25, 2024.

Section A.

The hourly rate/salary schedule is as follows:

<i>Classification</i>	<i>2023-24 School Year</i>	<i>2024-25 School Year</i>	<i>2025-26 School Year</i>
Childcare	\$ 15.45	\$ 15.91	\$16.39
Lead Childcare	\$ 17.48	\$ 18.00	\$18.54

Richmond Board of Education and MEA-Richmond Early Learning Childhood Center Contract*X:\Contracts - Labor Unions\ELCC Childcare-GSRP-Preschool\MEA-Early Learning Childhood Center Contract - Expires 2026-06-30 - FINAL.docx*

Preschool Teacher	\$ 16.00	\$ 16.48	\$16.97
Preschool Aide	\$ 15.00	\$ 15.91	\$16.39
GSRP Associate Teacher	\$ 16.00	\$ 16.48	\$16.97

GSRP Lead Teacher salary schedule is as follows:

2023-24 School Year: \$56,275.44

2024-25 School Year: GSRP Lead Teachers shall receive one (1) step. GSRP Lead Teacher hired before the ratification of the contract shall be placed on Step 13 for the 2024-25 school year.

2025-26 School Year: GSRP Lead Teachers shall receive one (1) step.

<i>Step</i>	<i>Salary</i>
1.0	\$40,000
2	\$41,200
3	\$42,436
4	\$43,709
5	\$45,020
6	\$46,371
7	\$47,762
8	\$49,195
9	\$50,671
10	\$52,191
11	\$53,757
12	\$55,369
13	\$57,030
14	\$58,741
15	\$60,504
16	\$62,319
17	\$64,188
18	\$66,114
19	\$68,097
20	\$70,140

Section B

The District shall not be required to collect union dues or fees from employees on behalf of the Union.

Section C

Other than the wages and benefits identified in this Contract for the Contract term, there shall be no material increase in wages or benefits unless ratified by both parties. Upon expiration of this Contract, the bargaining unit shall not receive step increases, or increase benefits, unless expressly ratified by both parties.

ARTICLE 24 – VACANCIES, PROMOTIONS AND TRANSFERS

Richmond Board of Education and MEA-Richmond Early Learning Childhood Center Contract

X:\Contracts - Labor Unions\ELCC Childcare-GSRP-Preschool\MEA-Early Learning Childhood Center Contract - Expires 2026-06-30 - FINAL.docx

Section 1.

A vacant position shall be defined as a position vacated by an existing staff member and for which the Board of Education intends to continue or a newly created position within the existing job classifications.

When a position becomes available, it will be posted internally and externally for at least seven (7) calendar days prior to filling the job. Employees interested in applying for a vacant position must submit that request in writing to the Superintendent or designee within the deadline provided and outlined on the posting.

If an Employee fills a vacant position, they shall be considered on a probationary status as outlined by Article 14.

Vacant positions shall be filled based upon qualifications and evaluations, not seniority. When qualifications and evaluations are equal, seniority may be used to determine the candidate for the vacant position.

Both parties agree that it may be necessary to hire temporary positions. Unless mutually agreed to, temporary positions shall only be hired for a period of ninety (90) calendar days and may be extended until filled by a permanent employee.

Section 2.

A promotion shall be defined as a position in which the assigned paygrade is higher than the employee's current pay grade.

When a position, which is a higher pay grade, becomes available, all eligible Employees shall follow Article 24, Section 1 to be considered for the promotion.

Section 3.

A lateral transfer is defined as retaining the present pay grade.

When a position, which is at the same pay grade, becomes available, all eligible Employees shall follow Article 24, Section 1 to be considered for the lateral.

Section 4.

If an Employee is involuntarily transferred to a different position or location, the Superintendent or designee shall provide the Employee with reason(s) for the involuntary transfer.

ARTICLE 25 – DISCIPLINE

The discipline standard for non-probationary employees shall be just cause.

With regard to alleged complaints or allegations against an employee that may lead to discipline or discharge, the Superintendent or designee shall:

Richmond Board of Education and MEA-Richmond Early Learning Childhood Center Contract

X:\Contracts - Labor Unions\ELCC Childcare-GSRP-Preschool\MEA-Early Learning Childhood Center Contract - Expires 2026-06-30 - FINAL.docx

- 1) Advise in writing to the employee the complaints or allegations;
- 2) Perform an investigation of the complaints or ~~and~~ allegations; and
 - A. All bargaining unit employees have Weingarten Rights.
- 3) Prior to imposing discipline, the Superintendent or designee will advise the employee and the Union of the investigative finding and proposed disciplinary outcome, if any.

Oral and written reprimand may only advance to Step 4 (Mediation) of the grievance process.

Prior to imposing discipline or terminating a probationary employee, the Superintendent or designee will advise the employee and the Union of the investigative finding and disciplinary outcome, if any, or termination.

ARTICLE 26 – DURATION AND TERMINATION

This Agreement shall continue in full force and effect from the date of ratification by the membership of the MEA-NEA, Richmond Early Learning Childhood Center bargaining unit and Board of Education through June 30, 2026, and shall terminate on June 30, 2026, unless a subsequent contract is negotiated.

Richmond Community Schools

DocuSigned by:

Brian Walmsley 10/22/2024

21F7303BBA3C4AB...
Brian J. Walmsley, Ed.S.
Superintendent

DocuSigned by:

Jamie Thiel 10/8/2024

F378D9D660D61470...
Jamie Thiel
Director of Human Resources

Signed by:

Tammie Schadd 12/11/2024

740C199BC0744EB...
Tammie Schadd
Director of Business and
Management Services

Signed by:

Mike Gibson 10/9/2024

4F8177A466954F3...
Michael Gibson
ES Dean of Students

Richmond Early Learning Childhood Center

Signed by:

Elyse Cook 10/10/2024

F8F58644E7874B6...
Elyse Cook
Co-President

Signed by:

Jessica Thurman 11/4/2024

992B5921B493451...
Jessica Thurman
Co-President

Signed by:

Laura Ottenbacher 10/10/2024

6D1D78858C3D46F...
Laura Ottenbacher
Bargaining Member

Signed by:

Timothy J. Couto, Ed.S. 10/9/2024

D6417A2990D54C1...
Timothy Couto
MEA Representative