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MASTER AGREEMENT

Between

The Board of Education

and

MEA-NEA Local 1 – Richmond

Richmond Community Schools

Richmond Community Schools

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Research Department

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AGREEMENT

This Agreement by and between the Board of Education of the Richmond Community School District, Macomb and St. Clair Counties, Michigan, hereinafter called the "Board" and MEA-NEA Local 1 (Michigan Education Association, National Education Association), hereinafter called the "Association" is entered into this 8th day of September, 1991.

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, 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, and reference to male teachers shall include female teachers.

C. Any individual contract between the Board and an individual teacher, heretofore executed shall be expressly subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

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

ARTICLE II

ASSOCIATION AND TEACHER RIGHTS

A. Pursuant to the Michigan Public Employees Relations Act, the Board hereby agrees that every certificated employee of the Board shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aide and protection. As a duly elected body exercising government power under color of law of the State of Michigan, the Board is duly bound by the Act and other laws of Michigan and the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his 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 administrators.

D. The Association and its representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property, provided that this shall not interfere with or interrupt school operations. Persons not employed by Richmond Community Schools will report their presence in any building to the school principal's office during school hours.

E. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment, when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use.

F. The Association shall have the right to post notice of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use the teacher mail boxes for communications to teachers and shall be allowed the use of the district internal mail service.

G. The Board agrees to furnish to the Association, in response to requests, all available information concerning the financial resources of the district for collective bargaining together with information which may be necessary for the Association to process any grievance or complaint.

H. Teachers shall be entitled to full rights of citizenship and no political or religious activities, or lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such teachers. The private and personal life of a teacher may result in discredit to the teaching profession and to the school system of which he is a part, such conduct shall be a concern of both parties to this agreement.

I. Reprimands, warnings, and discipline for any infractions of rules or delinquency in professional performance are sometimes necessary. A teacher receiving a reprimand, warning or discipline may discuss the problem further by making an appointment with the appropriate administrator. The teacher may have a member of the Association present as a witness by said teacher's written notice to the appropriate administrator.

J. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. All charges will be made in writing (and subject to a hearing).

K. The Board agrees to accept no student teacher for pre-service experience without the express written approval of the Association. The Association agrees, whenever possible, to operate within the guidelines of the M.E.A. and Region 6 Student Teacher Policy.

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

ARTICLE III

BOARD RIGHTS

A. The board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves until 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 judgement 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 DUES OR FEES AND PAYROLL DEDUCTIONS

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

Pursuant to *Abood v. Detroit Federation of Teachers*, 431 US 209.240 (1977), the Association established a procedure set forth in the "Policy Regarding Objections to Political-Ideological Expenditures". If any person paying service fees hereunder objects to the expenditures by the Association (including MEA or NEA) of any fund collected from him/her pursuant to this article, such person may present such objection pursuant to that Policy and the procedure therein set forth; however, challenge to any such expenditure shall not relieve the person of the obligation of paying the service fee or any portion thereof pending final determination thereunder. The remedies set forth under such Policy shall be exclusive, and unless and until such procedures, including any judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by such objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.

B. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall, as a condition of employment, pay as a Representation Benefit Fee to the Association an amount equal to the Professional Dues of the Association, including MEA and the NEA, provided however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in the preceding paragraph A. In the event that a teacher shall not pay such Representation Benefit Fee directly to the Association or authorized payment through payroll deductions, as provided in the preceding paragraph, the Board may cause the termination of employment of such teacher. Such termination of the affected teacher shall in no case take place later than the end of the first semester in which he is employed in the district. The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article is just and reasonable cause for discharge from employment, since the establishment of such representation Benefit Fee is herewith deemed to be the sum required to insure that non-members pay their proportionate share of the costs of obtaining and administering the benefits to be received hereunder.

C. The procedure in all cases of discharge for violation of this Article shall be as follows:

1. The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected.

2. If the teacher fails to comply, the Association may file charges, in writing, with the Board, and shall request termination of the teacher's employment. A copy of the notice of non-compliance and proof of service shall be attached to said charge.
3. The Board, only upon receipt of said charges and request for termination shall conduct a hearing on said charges, and to the extent that said teacher is protected by the provisions of the Michigan Tenure Teachers Act, all proceedings shall be in accordance with said Act. In the event of compliance at any time prior to discharge, charges will be withdrawn. The Association, in the processing of charges, agrees not to discriminate between various persons who may have refused to pay the Professional Dues and/or Representation Benefit Fee.

D. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for membership dues or equivalent fee, the Board agrees to promptly remit to the Association that portion allocated to the Association and to remit the balance of both the NEA and the MEA, to the Michigan Education Association, 1216 Kendale Boulevard, P.O. Box 673, East Lansing, MI 48823, accompanied by an alphabetical list of teachers for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished. The Association agrees promptly to advise the Board of all members of the Association in good standing from time to time and to furnish any other information needed by the Board to fulfill the provisions of this Article, and not otherwise available to the Board.

E. This Article shall be effective upon ratification of this agreement, and all sums payable hereunder shall be determined from said date.

F. Teachers have the right to join any teacher organization, but membership in a teacher organization shall not be required as a condition of employment.

G. As a condition of the effectiveness of this Section, the Association agrees to indemnify and save Richmond Community Schools, the Board, and each individual School Board Member, and all Administrators harmless against any and all claims, demands, costs, suits, or other forms of liability and all court or administrative agency costs that may arise out of, or by reason of, action taken by the Board for the purpose of complying with this Article.

1. The Association has the right to choose the legal counsel to defend any said suit or action.
2. The Association shall have the right to compromise or settle any claim made against the Board under this Section.

H. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, MEA-PAC and NEA-PAC, or any other plans or programs jointly approved by the Association and the Board.

ARTICLE V

TEACHING HOURS AND CLASSLOAD

- A. A teacher's work day shall consist of seven (7) clock hours.
- B. A teacher shall report to his/her teaching station or its adjacent hall area not later than five (5) minutes before the beginning of the school day.
- C. The normal weekly teaching load for kindergarten teachers shall be 25 assigned teaching hours. A break of one (1) hour shall occur between the teacher's two class sections which may be utilized for lunch and preparation time at the option of the teacher. Periods when kindergarten classes are receiving instruction in music and physical education may be used by the regular classroom teacher for preparation time.
- D. A teacher's day shall consist of:
 1. No more than five and one-half (5 1/2) hours of teacher-pupil contact (includes passing time in grades 7-12).
 2. An uninterrupted lunch period of no less than thirty (30) minutes.
 3. A preparation period served either before or after the student day, at the individual teacher's choice.
 4. Periods when classes in grades 1-6 are receiving instruction in music, physical education, and art may be used by the regular classroom teacher for preparation time, however, classroom teachers are encouraged to coordinate with the art and music instructors to foster a synergistic relationship between the regular classroom instruction and the art and music instruction.

E. A preparation period of forty-five (45) minutes shall be served at the beginning or the end of the day. Fifteen (15) additional minutes shall be served at the opposite end of the day. During the fifteen (15) additional minutes at either end of the day, the teachers shall remain in the building and be available and accessible for consultation with parents and students. Prior to the beginning of the year, the individual teacher will make a choice, in writing, as to when the 45/15 minute preparation period will take place.

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

F. Special teachers, (art, music, physical education, etc.) will be scheduled so that their assignment most nearly approximates the load of a regular classroom teacher. To facilitate this provision, due consideration will be given to: (1) facilities, (2) preparation of subject, (3) transportation of supplies and materials, (4) number of students, and (5) transportation between buildings.

G. Newly employed first year teachers shall be assigned the lowest class size of their teaching levels. No high school teacher shall be required to accept any assignment that requires more than four (4) daily preparations. If possible, a new teacher will be given an assignment with less than four (4) preparations.

H. Since each kindergarten teacher is responsible for two classes of students, the teacher will be given 1 1/2 days of additional release time for parent-teacher conferences when scheduled. Such release time will be provided by utilizing substitute teachers to cover kindergarten classes during this time.

I. Within each building at the beginning of the school year monthly time shall be mutually established, which upon notice on or before the preceding school day, can be utilized for general meetings of the staff for up to 60 minutes per month immediately before or after the teacher's regular school day. If an emergency arises, the notification time may be waived and additional meetings may be called.

J. Teachers are encouraged to attend extra-curricular activities and are expected to participate in other school related functions within reason.

K. 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 frequency of the in-service meetings and the content and format of such meetings.

L. All teachers in the system shall have a duty free, uninterrupted lunch period. In kindergarten through grade four (4), this period shall be not less than thirty (30) minutes. All other teachers shall have a period of not less than thirty (30) minutes.

M. There will be an Ad Hoc Committee consisting of the Superintendent, the Building Principals, the Curriculum Coordinator, and one (1) Board Member. Two (2) teachers from grades K-4, two (2) teachers from grades 5-8, and two (2) teachers from grades 9-12 shall be appointed by the Association for this Committee. The purpose of the Committee is the development, review, and implementation of curriculum.

N. The Association and Board agree on shared time as follows:

1. Salary will be based upon the percentage of a full-time position worked.
2. The percent of a full-time position worked will be awarded toward seniority.
3. Teachers may select a benefit package equal to a dollar amount commensurate with the percentage of a full-time position held, provided the insurance carrier will also approve.
4. Shared-time teachers are expected to attend staff meetings and all parent/teacher conferences for the full period of time. Example -- if parent/teacher conferences are morning and evening, shared-time teachers will attend both morning and evening sessions.

ARTICLE VI

TEACHING CONDITIONS

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

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

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

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

For the purposes of this Article, the official tally for class size will be the 4th Friday Count. If the aforesated limits are exceeded at any time following the fourth friday count, the Association and the affected teacher(s) will sit down with the Administration to determine a resolution. For the 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.

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 released 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 important 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 reasonable requested by the teachers.

E. The Board agrees to make available in each school adequate typing, duplicating, stencil and mimeographing facilities and clerical personnel to aide teachers in the preparation of instructional materials:

F. The Board shall provide:

1. A separate desk for each teacher in the district with a lockable drawer space.
2. Suitable closet space for each teacher to store coats, overshoes, and personal articles.
3. Adequate chalkboard space in every classroom.
4. Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach.
5. A collegiate dictionary in every classroom upon request of the teacher.
6. Storage space in each classroom for instructional materials and equipment to hold all materials required subject to the physical limitations of the classroom.
7. Attendance, books, grade books, paper, pencils, pens, chalk, erasers, and other such materials required in daily teaching responsibility.
8. Gym uniforms for physical education teachers, smocks for art and home economics teachers, laboratory coats for laboratory science teachers, director's uniform for high school band director, shop coats for vocational and industrial education teachers. Proper laundering service for all said items shall be provided without charge to the teacher.

G. The Board shall make available in each school lunchroom, restroom and lavatory facilities exclusively for teacher use and at least one furnished room which shall exclusively be reserved for use as a faculty lounge in which smoking shall be permitted. 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 teacher use.

K. When both students and teachers are in the building, neither shall be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. In emergency situations when students are required to stay in the building, teachers will be required to stay as long as the students need their supervision.

L. The provisions contained in this section apply to all School Improvement Plans (SIP) as provided in Public Act 25 of 1989, Section 1277.

1. Participation in any building or district School Improvement Committee is voluntary. At the building level, the teachers in the building will select the teacher representatives. 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 on pro-rated hourly wages based on B.A. 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.
5. SBD Committee members shall be granted release time for committee meetings when such meetings are held during school hours.

M. 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.

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

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

ARTICLE VII

PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

A. As a condition of employment all teachers teaching for the first time in the Richmond Community Schools or who are returning after a year's absence shall be required to have a physical examination at the expense of the Board of Education by a physician designated by the Board. In the event the teacher chooses to have a physical examination performed by a physician other than the one designated by the Board, the examination shall be at the teacher's expense.

B. Chest X-rays or tuberculin tests shall be required once every three (3) years for all teachers. Each teacher must submit proof of freedom from tuberculosis to the Superintendent's Office before his first paycheck in September will be issued.

C. No new teacher shall be employed by the Board for a regular teacher assignment who does not have a Bachelor's degree from an accredited college and/or university, and/or a special, provisional or permanent certificate.

D. The employment of teachers whose certification is based on the Michigan full year permit is to be permitted only in case of absolute necessity or where the teacher has outstanding credentials and the Association shall be so notified in each instance and the Board shall indicate the extent to which it has endeavored to fill the position with a fully certificated person.

E. A person with a Bachelor's degree who is eligible for the Michigan substitute permit shall be employed only in the cases of absolute necessity or where the teacher has outstanding credentials and the Association shall be so notified in each instance and the Board shall indicate the extent to which it has endeavored to fill the position with a fully certificated person. In no event will such a person be employed in a regular full time

position for more than two (2) consecutive years. The individual contract shall provide for immediate termination in the event a person with a valid provisional or permanent certificate can be employed.

F. Persons with less than a Bachelor's degree who are eligible only for the Michigan substitute permit shall be employed by the Board on a day to day substitute basis and for no more than ninety (90) days per school year.

G. Teachers shall not be assigned outside the scope of their teaching certificates or their major or minor field of study except temporarily and for good cause and the Association shall be notified in each instance, along with a written statement of reasons for such assignment. Temporary shall be defined for purpose of this Article as not to exceed beyond the current school year.

H. All teachers shall be given written notice of their assignment which shall include number of periods, number of preparations and subjects taught and/or grade level for the forthcoming year no later than the preceding first day of June.

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

1. Reassignment to a different building.
2. In the elementary, reassignment to a different grade.
3. In the secondary, reassignment of class loads in which more than one additional preparation will be required (total preparations not to exceed those as stated in ARTICLE V, paragraph G.).
4. In the secondary, reassignment to another department.
5. In middle school, reassignment to a different grade or another subject.

I. After the notice of assignment given by June 1st, until the succeeding June 1st assignments, no involuntary change of assignments as defined above shall be made without the consent of the teacher, except in cases of emergency, or to prevent undue disruption of the instructional programs, or for changes in staff requirements due to shifts in the student distribution and/or scheduling conflicts. The Superintendent shall notify the affected teacher and the Association, in writing, of the reasons for such transfers. If the teacher objects to such reassignment, he may submit the dispute for resolution through the grievance procedure, or he may resign his position, in good standing,

within ten (10) days of the notification of reassignment by mutual agreement. In no event will changes in teacher's schedules be made later than the 15th day of August preceeding the commencement of the school year except by mutual agreement of the administration and the Association. The terms and conditions of transfers shall be superceded by the provisions of paragraph relating to seniority in the event of a staff reduction.

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

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

ARTICLE 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. Whenever a vacancy arises or is anticipated, the Superintendent shall promptly post notice of same on a bulletin board in each school building for not less than two (2) weeks before the position is filled and notify the Association. Vacancies shall be filled on the basis of experience, competency and qualifications of the applicant and length of service in the District. Any new positions shall be posted with accompanying job descriptions. An applicant with less service in the District shall not be awarded such position unless his qualifications shall be substantially superior.

B. The Board recognizes the advantage of having experienced teachers fill teaching vacancies that occur in the district. To that end, the Board agrees to post all vacancies with the MEA/NEA Local 1 office for a period of no less than five (5) calendar days prior to any other posting outside the district. The Board agrees to grant an interview to applicant from MEA/NEA Local 1.

C. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by teachers for transfer to a different class, building, or position shall be made in writing, on forms furnished by the Board, one copy of which shall be filed with the

Superintendent and one copy shall be filed with the Association. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications. Such requests shall be renewed once each year to assure active consideration by the Board. Transfers shall be defined for purposes of this agreement as a change in work location, a change in grade level or subject area taught or a change in position.

D. The Association recognizes that when vacancies occur during the school year it may be difficult to fill them from within the District without undue disruption to the existing instructional program. If the Superintendent, in his reasonable judgement so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the current semester at which time the position will be considered vacant.

E. Any teacher who shall be transferred to an administrative or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this agreement prior to such transfer to supervisory or executive status.

F. In the event the Board voluntarily enters into consolidation of the district with another district(s), the Board shall guarantee fulfillment of the terms of this agreement for its duration.

ARTICLE IX

SICK LEAVE DAYS

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

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

require verification should there be a reason to believe that there has been abuse of this provision.

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

C. Teachers shall be permitted to be absent from their duties without loss of pay or leave days for reasons of death as follows:

1. For reasons of death in the immediate family for up to five (5) duty days for each occurrence. In cases where considerable distance of travel is involved, the Superintendent may allow additional days as needed.

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

D. Teachers shall be permitted to be absent from their duties without loss of pay or leave days because of mumps, scarlet fever, measles, chicken pox, head lice, or impetigo for up to ten (10) duty days.

E. Teachers shall be permitted to be absent from their duties without loss of pay or leave days for taking selective service examinations.

F. When absences resulting from a major personal injury arising out of and in the course of employment with the Richmond Community Schools which entitles the injured teacher to compensation under the provisions of the Worker's Compensation Act occur, the School District shall supplement the Worker's Compensation check with an amount sufficient to equal the regular salary for a period not to exceed the accumulated allowable days of absence providing all Worker's Compensation checks covering the period from the date of the injury to the expiration of the accumulated allowable days of absence are turned into the Superintendent's Office for recording.

G. Sick Leave Bank -- A sick 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 day at the beginning of the school year.
2. A maximum number of days to be accumulated within the bank shall be a number equal to three times the number of the full teaching staff. When the bank is depleted to less than twice the number of full teaching staff, each teacher shall contribute one day to build it up again.
3. Additions will be made to the bank at the beginning of each fiscal year according to the above limitations.
4. A teacher must first spend all of his personal sick leave accumulation before applying to the Sick Bank. Sick Bank use shall not exceed the number of leave days between the exhaustion of the teacher's personal sick leave days and the commencement of long-term disability coverage. If the teacher has less than twenty (20) 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, he will not be subject to the waiting period. Following the twentieth (20th) day of absence, or the expenditure of accumulated leave days as indicated above, whichever is later, a teacher may apply for use of the Bank. A tenure teacher shall have the use of the Sick Leave Bank extended into the following school year for up to a maximum usage if the injury or illness shall make it necessary.
5. Application for withdrawals from the Bank shall be made to the Sick Bank Committee, which is selected by the teachers. The Committee shall be responsible for authenticating the claim of illness or injury, as well as, the eligibility of a teacher to draw on the Bank. Each September, the teachers shall select one (1) member to the committee for a three (3) year term. Copies of the Committee's 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 save 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.

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. 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 is 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 designee at least five (5) work days in advance except in cases of unforeseen emergency.
5. Parties mutually agree that these days are not to be used as vacation days and may not be taken the day before or the day after a vacation or holiday. Appeals for unforeseen emergencies may be made to the Superintendent or his designee.
6. A teacher planning to use a business day, or days, shall notify the immediate supervisor or principal immediately upon knowing his/her need to take a business day.

- a. The principal/immediate supervisor may question the reason for the business day, if the principal/supervisor has evidence the teacher did not make proper use of the day.

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 the business that 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.

Signature

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

C. A teacher taking no more than one (1) sick day in a school year will receive one (1) personal day the following school year. A teacher taking no sick days in a school year will receive two (2) personal days the following school year.

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

1. A personal day is defined as a leave day that may be taken at any time, for any reason, with 48 hours of notice to the building principal. However, no more than two of such days may be taken consecutively and on a first come, first served basis, one person per building per day may be absent on such personal leave.
2. Such days may be redeemed at any time for a payment of one-half (1/2) of a substitute's daily pay. Notice of such redemption must be made seven (7) days in advance of payment.
3. A teacher may opt to convert such leave days to sick leave days.

D. Absence for jury service by a teacher will not be chargeable to the sick leave or personal leave allowance and the school district will pay the difference in salary between his daily salary and any fee he 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 employment and such other cases as the Board in its discretion shall decide.

F. At the beginning of each school year the Association shall be credited with thirty (30) days to be used by the Association President and/or his officers, agents, or appointees; such use to be at the discretion of the President of the Association for solving school system problems. The Superintendent shall be notified three (3) days in advance whenever possible. No more than two (2) teachers from each school shall be gone at the same time. The Association also understands that whenever any days are used, they will reimburse the district for the cost of the substitute teacher(s) used. In addition, the Association President shall be permitted a total of ten (10) days of released time upon request. The Association shall reimburse the Board for one-half the cost of the substitute teacher used.

ARTICLE XI

SABBATICAL LEAVE

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

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

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

A. Any Board, after a teacher has been employed at least seven (7) consecutive years by said Board and at the end of each additional period of seven (7) or more consecutive years of employment, may grant said teacher a sabbatical leave for professional improvement not to exceed two (2) semesters at any one time; Provided, that the teacher holds a permanent or life

certificate, or is engaged in teaching in a college maintained by the Board. During said sabbatical leave, the teacher shall be considered to be in the employ of said Board, shall have a contract, and shall be paid compensation as provided in the rules and regulations of said Board; Provided, however, that said Board shall not be held liable for death or injuries sustained by any teacher while on sabbatical leave.

B. Teachers on sabbatical leave shall be allowed credit toward retirement for time spent on such leave in accordance with rules and regulations established by the board of control of public school employees retirement funds.

C. A teacher upon return from a sabbatical leave shall be restored to his or her teacher 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 some 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 full year of school following return to service.

H. Sabbatical leaves shall also serve as a leave without pay from all 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. At his discretion, the Superintendent may require proof that the approved program has been followed. When approved by the Superintendent, he shall transmit the final 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 recommending approval or disapproval they shall consider the date of application, the purpose of the leave, the seniority or service in the School District, the professional growth of the applicant, the potential benefit to the School District and any other factors deemed important.
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 LEAVES OF ABSENCE

A. A leave of absence of up to two (2) years may be granted to any teacher, upon approval of the Board, for the purpose of participating in exchange teaching programs in other school districts, states, territories, or countries, foreign or military teaching program; the Peace Corps, Teacher's Corps or Job Corps as a full-time participant in such programs; or work program related to his professional responsibilities to the Board of Education; provided said teacher states his 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 would have been had he taught in the district during such period.

B. A leave of absence of up to two (2) years may be granted to any teacher, upon approval of the Board, for the purpose of engaging in study at an accredited college or university reasonably related to his professional responsibilities. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he had when the leave was granted.

C. A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty in lieu of induction in any branch of the armed forces of the United States. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he had when the leave was granted.

E. The Board shall grant any pregnant employee leave of absence upon written request, subject to the following provisions:

1. With use of sick days:

- a. The employee shall have the option of using Board granted sick days.
- b. The employee and her physician shall determine when the leave shall commence. The employee shall promptly furnish a doctor's letter stipulating the commencement date and indicating the employee's physical fitness to work until the commencement date.
- c. If this date is prior to the fifth (5th) month of pregnancy, the Board reserves the right to request a detailed written report of the pregnancy and conditions requiring such a leave.
- d. The employee shall provide the Board with a physician's letter stating the termination date such leave.

2. Unpaid Leave:

- a. If the employee opts to take a maternity leave without pay, the return date must be at the logical break in the school year; i.e., September or January.
- b. Upon return from such leave, the teacher shall be assigned the same or an equivalent teaching position as the one held at the beginning of such leave, and shall be placed at the position on the salary schedule commensurate with her teaching experience prior to such leave.

F. 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.

G. The Board may grant leaves for reasons other than those previously stated. The granting of such leaves shall be based upon written application.

H. A leave of absence is not considered a break in service for seniority purposes. See ARTICLE XV.

I. 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.

J. 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.

K. 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.

L. Accumulated allowable days of absence shall be maintained but shall not accrue during the periods of the leave.

M. Teachers on leave must notify the Superintendent or his designee on or before May 1st of their intention to return or of their desire to extend their leave. Failure to do so will automatically terminate their employment with the Richmond Community Schools.

ARTICLE XIII

TEACHER EVALUATION

A. The Association and the Board will meet and endeavor to agree upon a long and short evaluation form. If agreement has not been reached on an evaluation form as of the commencement of the school year, the evaluation forms currently in use in the district and contained in the Appendix attached hereto shall be used for evaluations.

B. The first evaluation of any teacher during the 1986-1987 school year shall be on the long evaluation form. Subsequent evaluations shall be on either the long or the short form at the discretion of the Superintendent or his designee; provided, however, when a teacher is evaluated, the teacher will be advised in writing of the form which will be used in the teacher's next evaluation.

C. Each teacher will be evaluated a minimum of once during each school year. Evaluations may be conducted by any member of the Richmond School District's Administrative Staff.

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

E. A copy of the written evaluation shall be submitted to the teacher at the time of a personal interview: one to be signed and returned to the administration, the other to be retained by the teacher. In the event that the teacher feels his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the Evaluation Report to be placed in his personnel file. All evaluations shall be based upon valid criteria for evaluating professional growth as stated in Appendix Evaluation Criteria. A second evaluation by another administrator shall be granted upon a teacher's request to the Superintendent. The request must be in writing and must outline specific reasons for the request.

F. A "teaching coach" shall be assigned by the Association to every probationary or re-assigned teacher. The "teaching coach" insofar as possible, shall be a tenure teacher with a minimum of five years teaching experience and shall be engaged in teaching within the same grade, building, or discipline as the probationary or re-assigned teacher. The "teaching coach" shall not be involved in the evaluation of the probationary or re-assigned teacher.

G. Each teacher shall have the right, upon request, to review the contents of his own personnel file excluding placement files and references. A representative of the Association may, at the teacher's written request, accompany the teacher in this review. Further access to a teacher's personnel file shall be limited to the Superintendent of Schools, the individual teacher's principal, and Board of Education members authorized by the Board of Education. A teacher shall be advised of all materials to be inserted in his personnel file regarding reprimands, teacher evaluations, and parental complaints and be allowed to attach a response to said items which shall become a part of the file. Each teacher's personnel file shall contain the following minimum items of information:

- T.B. report and required medical information
- All teacher evaluation reports

- Copies of annual contracts
- Teacher certificate
- A transcript of academic records
- Tenure recommendation

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

H. Any complaint made against a teacher by a parent, student, or other person; which is being considered as the basis for a written reprimand, discipline or discharge of said teacher, will be promptly called to the attention of the teacher. Any complaint not called to the attention of the teacher may not be used as the basis for any written reprimand, discipline or discharge.

I. Standardized test results of academic progress of students will not be used as evaluative of the quality of a teacher's teaching ability.

J. Disciplinary records of a non-reoccurring, negative nature will be removed from a teacher's personnel file three (3) years after the date of entry.

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, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline shall be promptly reported to the offending teacher.

ARTICLE XV

NECESSARY REDUCTION IN STAFF -- LAYOFF

A. The parties hereto, realizing that education, curriculum, and staff to a large degree depend upon the economic facilities available to the Board of Education as provided by the public and the State of Michigan, and in accordance with this realization

understand that in some instances it may be economically necessary to reduce the 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:

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

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

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

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

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

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

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

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

1. Staff requirements for all schools in the district will be listed by building, grade level, and/or department. This list will be made available to the Association at least three (3) school days prior to the scheduled date set to implement the assignment procedure.
2. A committee consisting of the Superintendent, Building Principals, the Association President, and three (3) Association designees, shall meet for the purpose of implementing the assignment procedure. Beginning with the first name on the seniority list, each individual will be slotted into assignments, matching his current building grade and/or department assignment, and special qualifications when applicable (art, music) where possible, until the staff requirements are satisfied. When his current assignment is not available, personal preference will be considered in reassignment, limited only by the vacancies existing at the time.
3. Secondary teachers hired after August 20, 1983, will be defined as to include grades 7-12. All teachers hired prior to this date will be grandfathered for qualifications applying to grades 7 and 8.
4. Secondary teachers shall be assigned to their state certified major and minor fields.
5. Teachers holding elementary certificates shall review their transcripts with the Superintendent or his designee to determine equivalent majors or minors which shall be used henceforth in establishing their qualifications for assignment to the Middle School
6. Individuals not slotted into assignments will be laid off to be recalled in seniority order as positions become available for which they are certified and qualified as provided in ARTICLE XV. Representatives of the Association and the Board will meet prior to any recall and if no response is received within seven (7) calendar days, will proceed with the recall.

7. In the event of a reduction in staff, the Board will be guided by the Policies and Standards for the Approval of Secondary School.* Should any compliance with North Central requirements jeopardize any teacher(s) position, the Board shall notify in writing the teacher(s) affected. The teacher(s), so notified, shall have twelve (12) months from the date of notification to comply with the stated requirements.

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

- B. The Board and the Association will meet before the implementation of the layoff procedure to verify the seniority list. Subsequent to this meeting all teachers will be notified, in writing, of their assignments or possible options available and copies will be given to the Association.
- C. The Board agrees to provide reassigned teachers with Board paid inservices, 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.
 3. Place, with the Association's approval, the most senior teachers first into positions they are certified to teach.

ARTICLE XVI

PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in the Appendix, which is attached to and incorporated in this Agreement. Such salary schedules shall remain in effect during the designed 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.

C. Each teacher shall receive a \$400.00 increment after accumulating 15, 20, 25 and 30 years of seniority. Payment of such increments shall be by separate check the first pay period in December of each year. Seniority is defined in Article XV of this contract. For teachers who have 15 years seniority during the 1991-1992 school year or thereafter and whose anniversary date is a date other than December 1, longevity shall be prorated at their daily longevity rate from their original anniversary date to their new longevity date of December 1.

D. If emergency situations occur and a teacher accepts a teaching assignment during his conference period or outside the normally scheduled day, the teacher will be paid an hourly rate based on 1/6 of the B.A. base of the salary schedule. Periods less than an hour will be prorated. Extensions to the adopted calendar other than those required to comply with the state attendance requirements will be paid at the same rate.

E. A teacher's daily rate will be determined by dividing his annual wage by the teacher's duty days. The daily rate will be divided by 1/6 to determine the hourly rate.

F. Teachers required in the course of their work to drive personal automobiles from one school building to another school will receive a car allowance of twenty-five (\$.25) cents per mile. The same allowance shall be given for use of personal cars for field trips 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.

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 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 three plans as follows:

1. 26 equal payments including checks during July and August.
2. 21 equal payments during the months of the school year.
3. 21 payments with the twenty-first check including the payments otherwise received in July and August.
4. Reopeners on Wage and Health/Federal Regulations. Establish procedures for renegotiations if wage controls and/or National Health Insurance are instituted.

I. Pay for unused sick days at retirement -- teachers will be entitled to 50% of their accumulated unused sick days at a rate of 30% of their daily wage at retirement. Sample: 180 days with a rate of \$150 per day. 50% of 180 days is 90 days. 30% of \$150 per day is \$45. 90 days x \$45 equals \$4,050.

J. If any salary/wage or benefit provisions of this Agreement is nullified or modified by an action of any government agency, as a result of the institution or reinstatement of any form of wage and benefit controls, the parties hereto shall meet to negotiate those provisions of the Agreement affected by such government action.

K. An early retirement incentive program will be offered to any teacher in the Richmond Community Schools. They will receive 50% of the top of the Master degree schedule to sever employment with the Richmond Community Schools if the following conditions are met:

1. Age 55-61.
2. 15 years of employment in the district.
3. No more than four (4) association members shall take advantage of the program in any given year. Candidates will be chosen on the basis of their application date. The Board may consider accepting additional applications if funds are available.

4. First semester applications shall be dated no later than July 15th.
5. Second semester applications shall be dated no later than November 15th.
6. Payment on a quarterly basis beginning on September 1st for June retirement and April 1st for January retirement.

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

ARTICLE XVII

INSURANCE PROTECTION

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

A. 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. Such benefits shall be provided, without cost to the teachers, to each teacher and his/her dependents, as defined by MESSA.

1. MESSA Super Med I/MC (Super Care 1) Health Insurance:
When appropriate, MESSA Super Med I or MESSA Limited Medicare Supplement and Medicare, Part B, premium shall be paid on behalf of the teacher, his/her spouse and/or dependents eligible for Medicare.
- 2.a. MESSA/Delta Dental Plan E, including the 007 orthodontic rider with no coordination of benefits, or
- 2.b. MESSA/Delta Dental Plan C, including the 03 orthodontic rider with internal and external coordination of benefits.
3. MESSA Term Life Insurance in the amount of Forty Thousand Dollars (\$40,000.00) for the teacher only. Such insurance protection shall be paid to the teacher's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount; in the event of

accidental dismemberment, the insurance will pay according to the schedule.

4. MESSA Plan VSP-2 Vision Insurance including internal and external coordination of benefits.

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 benefits listed below shall be provided, without cost to teachers, to each teacher, not enrolled in benefits under Section A. above, and his/her eligible dependents, as defined by MESSA.

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

C. The Board shall provide, without cost to the teachers MESSA Plan II Long-Term Disability Insurance for each teacher. Benefits shall be paid at sixty-six and two-thirds percent (66-2/3%) of salary to a monthly maximum of Twenty-five Hundred Dollars (\$2,500.00) and shall begin after expiration of ninety

(90) calendar days. Benefits will continue at no cost to the teacher in the event of total disability.

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%.

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. Part time teachers employed before 1979 continue to receive their present benefits.

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.

G. 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.

LETTER OF UNDERSTANDING
BETWEEN THE BOARD OF EDUCATION AND THE RICHMOND
COMMUNITY SCHOOL DISTRICT AND MEA-NEA, LOCAL 1
RELATING TO THE COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE BOARD OF EDUCATION AND MEA-NEA
LOCAL 1 COVERING THE 1991-1993 SCHOOL YEARS

The Association and the Board agree that from the date of the execution of the above mentioned contract until September 1, 1993, the President of the Association and two Association representatives will meet with designated representatives of the Board. If necessary, the meetings will be held on a monthly basis to discuss problems Association members are experiencing with the administration of the insurance benefits provided Association members under the aforementioned contract.

The meetings will be called by the Association at a time that is mutually convenient to the Board representatives and the Association members designated to confer regarding insurance problems.

The purpose of this Letter of Understanding is to provide a method of promptly advising the Board of problems Association members are experiencing with the administration of their insurance benefits. If the Association fails to call a meeting, the Board may assume that no problems are being experienced.

When appropriate, upon being advised by the Association concerning problems members have experienced with the Administration of insurance benefits, the Board or its designee

shall contact the Administrator of the insurance plan concerning the cause of the problem, and relay any information it receives to the Association President.

RICHMOND BOARD OF EDUCATION

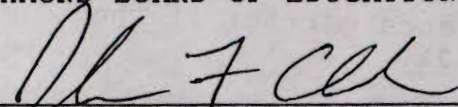
MEA-NEA LOCAL 1, RICHMOND
EDUCATION ASSOCIATION

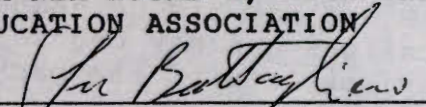
BY

Date

BY

Date





1-29-92

ARTICLE XVIII

SPECIAL ASSIGNMENTS

A. Assignments for the Driver Education programs will be made by the Board on the basis of preference to tenure teachers possessing permanent teaching certificates regularly employed in the district during the normal school year. Teachers shall be compensated for teaching in Driver Education programs at not less than the hourly rate as stated in the extra duty assignment schedule.

B. Teachers involved in voluntary extra duty assignments as set forth in the Appendix shall receive as additional remuneration, the appropriate percentage, as provided in the Appendix. The Bachelor base salary corresponding to the number of years of experience in the Richmond Community School District in the extra duty assignment shall be used to determine the amount of pay.

C. Assignments and re-assignment to Extra Duty Assignments shall be made annually. Continuing tenure shall not apply to these assignments. A teacher, once given an assignment, will be automatically reappointed to the assignment for the forthcoming school year, unless written notification of his removal is given him, no later than forty-five (45) days following the end of the activity. Such notification will include the reason(s) for the removal. Failure to so notify an individual will be conclusive evidence of his reappointment for the next year.

D. If a varsity coaching position is vacated, all assistant coaches are terminated. A newly hired head coach will select new assignments based upon qualifications set by the Board. All former assistants who apply for the positions will be interviewed by the new coach and the Athletic Director.

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

ARTICLE XIX

SUBSTITUTE CALLS AND EMERGENCY SCHOOL CLOSINGS

The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call to report unavailability for work. Such report shall take place at least one (1) hour prior to the teacher's regular reporting time. Once a teacher has reported unavailability, it shall be the responsibility of the Administration to arrange for a substitute teacher.

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

ARTICLE XX

CALENDAR - COMPLIANCE WITH 1984 PA 239 AS AMENDED

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

The Superintendent or his designee will endeavor to delay the start of the school day when possible. The Superintendent or his designee will determine, at his 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 order to make up cancelled days, the following days of the school calendar will be instructional days without any additional compensation to bargaining unit employees:

1. The second day of winter break, scheduled for February 17, 1992, shall be used, if possible.

2. If necessary, the first day of winter break, scheduled for February 14, 1992, shall be used, if possible.
3. If additional days of instruction must be scheduled to insure compliance with 1984 PA 239 as amended, beyond those days specified above, then such days will be scheduled at the end of the school year and the last day of the school year shall be adjusted accordingly (i.e., one half day for students and one full day for teacher).

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

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

ARTICLE XXI

STUDENT DISCIPLINE AND TEACHER 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.¹

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.

¹This section is based on MCL Section 280,1312. If that statute is repealed or amended, this section shall automatically be likewise repealed or amended to conform to said repeal or amendment

I. If a civil law suit or a criminal complaint is filed against a teacher as a result of disciplinary action taken by a teacher with a pupil while the teacher is acting in proper performance of his or her duties for the Board of Education, to the extent that coverage therefore does not exist under the teacher's professional liability coverage, the Board or its insurer will provide legal counsel for the defense of any such suit or complaint and the Board of Education will render all reasonably necessary assistance to the teacher in his/her defense such as but not by way of limitation, granting leave to the teacher for court appearances, payment of court costs in cases where the defense prevails, excusing the absence of pupils who may be called as witnesses.

J. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.

K. The Board will reimburse teachers for any loss, damage, or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises, if caused by a deliberate act of vandalism or malicious mischief which has its inception in discipline of a student or as a result of rendering assistance in emergencies.

L. No disciplinary action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter promptly reported in writing to the teacher concerned. If any questions of breach of professional ethics is involved, the Association shall be notified.

M. Procedure for suspension of students from school shall be distributed to students, teachers and parents each year. School authorities will endeavor to achieve correction of students misbehavior through counseling and interview with the child and his parents when warranted. Transfer of the student to another teacher or other measures, short of suspension, will first be exhausted.

ARTICLE XXII

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 by 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.

Any dismissal, discharge, discipline, demotion, reduction in rank or compensation for which a remedy is provided under the Tenure Act, or any other grievance for which redress is provided under said Act, shall not be subject to the grievance procedure in this Agreement.

B. LEVEL ONE (INFORMAL DISCUSSION)

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

C. LEVEL TWO

(FORMAL PROCEDURE COMMENCES)

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

Within ten (10) days (TEN (10) SCHOOL 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 disposition of the grievance in writing within ten (10) days (TEN (10) SCHOOL 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 ten days (TEN (10) SCHOOL DAYS) or of receipt of the agreed upon appropriate administrator's written disposition. The Superintendent or his designee shall meet with the Association in an effort to resolve the grievance and indicate his disposition thereof in writing within ten (10) days (TEN (10) SCHOOL DAYS) of the described notice, and shall furnish a written copy of the disposition to the Association.

E. LEVEL FOUR

If the Association is not satisfied with the disposition of the grievance by the Superintendent or his designee, the grievance shall be transmitted to the Board by filing copies of all prior materials and a notice of grievance appeal with the Secretary or other designee of the Board within five (5) school days of receipt of the Superintendent's written disposition. The Board, no later than its next regular meeting or two calendar weeks, whichever shall be sooner, shall hold a hearing, public or private at the Association's option, on the grievance, review such grievance, and give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than seven (7) days thereafter. A written copy of such disposition shall be furnished to the Association.

F. LEVEL FIVE

(ARBITRATION)

If the Association is not satisfied with the disposition made by the Board, the grievance, at the option of the Association, may be referred for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. Only the Association may take a grievance to arbitration. If the parties cannot agree upon an arbitrator, he shall be selected by the American Arbitration Association in accordance with its rules except each party shall have the right to pre-emptorily strike no more than three from the list of arbitrators. The Association shall exercise its rights of arbitration by giving the Board's chief executive officer written notice of its intention to arbitrate within five (5) school days of receipt of 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.

I. CONTINUITY OF GRIEVANCE

Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may be proceeded through the grievance procedure until resolved.

J. The Association agrees not to initiate a grievance involving the rights of an individual teacher without his express approval in writing. The signature of the individual grievant placed on the appropriate grievance form shall serve as such "express approval."

K. The processing of grievances shall take place at such time and places so as not to disrupt the execution of a teacher's assigned duties.

ARTICLE XXIV

MISCELLANEOUS PROVISIONS

A. This Agreement shall constitute the full and complete contractual commitments between both parties and may be altered, changed, added, to, deleted from or modified only through the voluntary, mutual consent of the parties in writing and signed amendments to this Agreement.

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 under this Agreement who participates in the production of tapes, publications or other produced educational material shall retain residual rights should they be copywritten or sold by the District. However, the district shall have unlimited access and use of all such materials without cost to the District.

C. If any provision of this Agreement or any application of the Agreement to any employee 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.

D. The cost of publication of this contract will be shared equally by the Board and the Association. Copies of this contract will be distributed to all members of the Association within 30 working days of ratification and fifty copies will be supplied to the Association for Local 1 use.

ARTICLE XXV

DURATION OF AGREEMENT

Subject to the terms of a Letter of Agreement dated September 8, 1991, this Agreement shall be effective September 1, 1991 and continue in effect until August 31, 1993, provided that upon written notice to the other party at least sixty (60) days and not earlier than ninety (90) days, prior to the first day of May, 1993, either party may request the re-opening of negotiations for the next succeeding fiscal year. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

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

Dated this 8th day of September September, 1991

BOARD OF EDUCATION

BY [Signature]
President

BY [Signature]
Secretary

MEA-NEA LOCAL 1 - RICHMOND

BY [Signature]
President

BY [Signature]
Secretary

BY [Signature]
Bargaining Committee
Chairperson

1991-1992 CALENDAR

SEPTEMBER 2	LABOR DAY
SEPTEMBER 9	CLASSES BEGIN (1/2 day of classes)
OCTOBER 9	INSERVICE DAY (1/2 day of classes)
NOVEMBER 8	END OF 1ST MARKING PERIOD (1/2 day of classes)
NOVEMBER 14	PTC 6:00 P.M. TO 9:00 P.M. (full day of classes)
NOVEMBER 15	PTC 9:00 A.M. TO NOON (no classes)
NOVEMBER 27	THANKSGIVING RECESS BEGINS AT END OF DAY
DECEMBER 2	CLASSES RESUME
DECEMBER 11	INSERVICE DAY (1/2 day of classes)
DECEMBER 20	CHRISTMAS RECESS BEGINS AT END OF DAY
JANUARY 6	CLASSES RESUME
JANUARY 31	1ST SEMESTER ENDS (1/2 day of classes)
FEBRUARY 3	STAFF INSERVICE (no classes)
FEBRUARY 13	WINTER BREAK BEGINS AT END OF DAY
FEBRUARY 18	CLASSES RESUME
MARCH 5	PTC 6:00 P.M. TO 9:00 P.M. (full day of classes)
MARCH 6	PTC 9:00 A.M. TO NOON (no classes)
APRIL 3	END OF 3RD MARKING PERIOD (1/2 day of classes)
APRIL 8	INSERVICE (1/2 day of classes)
APRIL 16	SPRING RECESS BEGINS AT END OF DAY
APRIL 27	CLASSES RESUME

MAY 13	INSERVICE (1/2 day of classes)
MAY 22	MEMORIAL DAY RECESS BEGINS AT END OF DAY
MAY 25	MEMORIAL DAY
JUNE 18	LAST DAY (1/2 day of classes)
JUNE 19	TEACHER RECORDS DAY AND CHECK OUT DAY
180 STUDENT DAYS	185 TEACHER DAYS

LAST DAY OF END OF SEMESTER EXAM DAYS SHALL BE TREATED AS 1/2
DAYS FOR ALL STUDENTS IN THE DISTRICT.

PRIOR TO THE FIRST DAY OF SCHOOL, ALL TEACHERS MUST HAVE THEIR
ROOM PREPARED TO RECEIVE STUDENTS. CREDIT FOR ONE TEACHER DAY.

1992-1993 CALENDAR

AUGUST 28	ORIENTATION DAY 8:00 a.m. to Noon
AUGUST 31	CLASSES BEGIN (1/2 day)
SEPTEMBER 3	LABOR DAY RECESS BEGINS AT END OF DAY
SEPTEMBER 7	LABOR DAY
SEPTEMBER 8	CLASSES RESUME
OCTOBER 7	INSERVICE (1/2 day of classes)
OCTOBER 30	END OF 1ST MARKING PERIOD (1/2 day of classes)
NOVEMBER 5	PTC 6:00 P.M. TO 9:00 P.M. (full day of classes)
NOVEMBER 6	PTC 9:00 A.M. TO NOON (no classes)
NOVEMBER 18	INSERVICE (1/2 day)
NOVEMBER 24	THANKSGIVING RECESS BEGINS AT END OF DAY
NOVEMBER 30	CLASSES RESUME
DECEMBER 9	INSERVICE (1/2 day of classes)
DECEMBER 22	CHRISTMAS RECESS BEGINS AT END OF DAY
JANUARY 4	CLASSES RESUME
JANUARY 22	1ST SEMESTER ENDS (1/2 day of classes)
JANUARY 25	STAFF INSERVICE (no classes)
FEBRUARY 11	WINTER BREAK BEGINS AT END OF DAY
FEBRUARY 16	CLASSES RESUME
FEBRUARY 25	PTC 6:00 P.M. TO 9:00 P.M. (full day of classes)
FEBRUARY 26	PTC 9:00 A.M. TO NOON (no classes)

MARCH 10	INSERVICE (1/2 day of classes)
MARCH 26	END OF 3RD MARKING PERIOD (1/2 day of classes)
APRIL 8	SPRING RECESS BEGINS AT END OF DAY
APRIL 19	CLASSES RESUME
MAY 28	MEMORIAL DAY RECESS BEGINS AT END OF DAY
MAY 31	MEMORIAL DAY
JUNE 11	LAST DAY OF CLASSES (1/2 day of classes)
180 STUDENT DAYS	185 TEACHER DAYS

LAST DAY OF END OF SEMESTER EXAM DAYS SHALL BE TREATED AS 1/2 DAYS FOR ALL STUDENTS IN THE DISTRICT.

PRIOR TO THE FIRST DAY OF SCHOOL, ALL TEACHERS MUST HAVE THEIR ROOM PREPARED TO RECEIVE STUDENTS. CREDIT FOR ONE TEACHER DAY.

1991-92

YR	NO	BA+		BA +30		MA		MA+30		
		BA	NO	15	NO	MA	NO	+15	NO	ED SPEC
5.5%	0.0	22,143		22,985		23,830		24,667		25,510
	0.5	24,109		25,044		25,976		26,950		28,051
	1.0	26,073		27,103		28,121		29,233		30,593
	1.5	26,667		27,733		28,797		29,985		31,296
	2.0	27,261		28,364		29,472		30,737		31,999
	2.5	27,892		29,037		30,182		31,527		32,869
	3.0	28,523		29,710		30,895		32,316		33,738
	3.5	29,194		30,419		31,597		33,143		34,647
	4.0	29,866		31,128		32,396		33,971		35,558
	4.5	30,578		31,877		33,183		34,841		36,504
	5.0	31,291		32,628		33,971		35,713		37,448
	5.5	32,041		33,418		34,803		36,624		38,436
	6.0	32,792		34,207		35,635		37,536		39,423
	6.5	33,582		35,038		36,505		38,483		40,451
	7.0	34,372		35,866		37,373		39,430		41,477
	7.5	35,199		36,739		38,282		40,418		42,547
	8.0	36,027		37,612		39,190		41,407		43,616
	8.5	36,895		38,521		40,137		42,432		44,724
	9.0	37,763		39,430		41,084		43,457		45,831
	9.5	38,649		40,378		42,073		44,526		47,014
	10.0	39,583		41,325		43,063		45,594		48,196

1992-93

		BA		BA+	BA +30		MA	MA+30		
YR	NO	NO	NO	15	NO	MA	NO	+15	NO	ED SPEC
5.5%	0.0	23,361		24,249		25,141		26,024		26,913
	0.5	25,435		26,421		27,405		28,432		29,594
	1.0	27,507		28,594		29,668		30,841		32,275
	1.5	28,134		29,258		30,381		31,634		33,017
	2.0	28,761		29,924		31,093		32,428		33,759
	2.5	29,426		30,634		31,843		33,261		34,676
	3.0	30,092		31,344		32,594		34,093		35,593
	3.5	30,800		32,092		33,335		34,966		36,553
	4.0	31,509		32,840		34,178		35,839		37,513
	4.5	32,260		33,630		35,008		36,758		38,512
	5.0	33,012		34,423		35,839		37,677		39,508
	5.5	33,804		35,256		36,718		38,639		40,550
	6.0	34,595		36,089		37,595		39,600		41,592
	6.5	35,429		36,965		38,513		40,600		42,676
	7.0	36,262		37,838		39,429		41,598		43,759
	7.5	37,135		38,760		40,387		42,641		44,887
	8.0	38,009		39,680		41,346		43,684		46,015
	8.5	38,925		40,640		42,345		44,766		47,183
	9.0	39,840		41,598		43,343		45,847		48,352
	9.5	40,775		42,599		44,387		46,975		49,600
	10.0	41,760		43,598		45,431		48,102		50,846

1992-93(ENDING)

YR	NO	BA	NO	BA+		BA +30		MA		MA+30	
				15	NO	MA	NO	+15	NO	ED SPEC	
3.0%	0.0	24,062		24,977		25,895		26,804		27,720	
	0.5	26,198		27,214		28,227		29,285		30,482	
	1.0	28,333		29,451		30,558		31,766		33,244	
	1.5	28,978		30,136		31,293		32,583		34,007	
	2.0	29,623		30,821		32,026		33,401		34,772	
	2.5	29,623		30,821		32,798		34,258		35,717	
	3.0	30,309		31,553		32,798		35,116		36,661	
	3.5	30,994		32,284		33,572		36,015		37,649	
	4.0	31,724		33,055		34,335		36,915		38,639	
	4.5	32,454		33,825		35,203		37,860		39,667	
	5.0	33,228		34,639		36,058		38,807		40,693	
	5.5	34,003		35,455		36,915		39,798		41,766	
	6.0	34,818		36,314		37,819		40,788		42,839	
	6.5	35,633		37,171		38,722		41,818		43,956	
	7.0	36,492		38,074		39,668		42,846		45,071	
	7.5	37,350		38,974		40,612		43,920		46,234	
	8.0	38,249		39,923		41,599		44,995		47,395	
8.5	39,149		40,871		42,586		46,109		48,599		
9.0	40,092		41,859		43,615		47,222		49,803		
9.5	41,035		42,846		44,644		48,384		51,088		
10.0	41,998		43,877		45,719		49,545		52,372		
	43,012		44,906		46,794						

SALARY INFORMATION (CONT.)

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

Non-Degree - 87% of B.A. Scale

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

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

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

1986-1987 School Year -- 2% increase at the beginning of the year and 2% capped COLA as follows:

As part of the 1986-1987 salary and salary schedule each teacher shall receive a cost of living adjustment (COLA) as a 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

for the 1986-1987 school year by subtracting the CPI of April, 1986, from the CPI of April, 1987, the remainder shall then be divided by the CPI of April, 1986. The resulting amount of money shall then be paid rounded to the nearest \$1 to each teacher no later than June 30, 1987. Such payment shall be paid by a check separate from the teacher's regular paycheck. Further, the limit of the increase as defined above shall not exceed 2%.

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

B. If the government changes the make-up, timing, or base year of the index herein listed, representatives of the Board and Local 1 shall meet for the purpose of negotiating a new COLA criteria.

C. The COLA adjustment shall be applied to all salary lanes and shall not be applied to longevity, long-term disability payments (in the year in which the payments commence), short-term disability payments, and all payments made pursuant to Extra Duty Schedule.

EXTRA DUTY PAY SCHEDULE

The pay schedule for extra duty assignments shall be as follows:

The teacher shall be paid the following sums after the successful completion of the activity:

	<u>1991-1993</u> <u>CONTRACT</u>	<u>UP TO</u> <u>MAXIMUM</u>
<u>HIGH SCHOOL</u>		
<u>Football:</u>		
Varsity Coach	10%	\$1,800
Varsity Asst. Coach	7%	\$1,300
J.V. Coach	7%	\$1,150
Freshman Coach	7%	\$ 900
J.V. Asst. Coach	7%	\$ 750
Freshman Asst. Coach	7%	\$ 750
<u>Basketball:</u>		
Varsity Coach	10%	\$1,800
J.V. Coach	7%	\$1,150
Freshman Coach	7%	\$ 900
Girls' Basketball	10%	\$1,800
Girls' J.V. Basketball	7%	\$1,150
<u>Wrestling:</u>		
	9%	\$1,200
<u>Girls' Volleyball</u>		
Girls' Volleyball	10%	\$1,800
Girls' J.V. Volleyball	7%	\$1,150
<u>Spring Sports:</u>		
Baseball	10%	\$1,800
J.V. Baseball	5%	\$ 850
Freshman Baseball	5%	\$ 750
Girls' Softball	10%	\$1,800
Girls' J.V. Softball	5%	\$ 850
Track	10%	\$1,800
Girls' Track	10%	\$1,800
Asst. Track (Boys' & Girls')	5%	\$ 750
Tennis	5%	\$ 850
Golf	3%	\$ 500
Ski Club		\$20 per trip, maximum of 15 trips
Drama		5% up to \$550 per play-2 maximum

Staffing for Musicals:

Music Director		\$ 400
Choreographer		\$ 100
Technical Director		\$ 100
Costume Coordinator		\$ 100

Yearbook	5%	\$ 750
Band	10%	\$1,650
Vocal Music	10%	\$1,650
Debate	4%	\$ 450
Forensics	4%	\$ 450
Voice	4%	\$ 450

High School/Middle School Art Coordinator	2%	\$ 250
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Cheerleading	4%	\$ 650
--------------	----	--------

Student Congress	4%	\$ 450
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Sponsors:

Seniors (2)	3%	\$ 350
Juniors (2)	2%	\$ 275
Sophomores (2)	2%	\$ 250
Freshmen (2)	1%	\$ 225

Driver Education:

Classroom	\$12.50 per hour
Behind the Wheel	\$12.50 per hour

MIDDLE SCHOOL

Basketball:

Interscholastic (8th Boys)	4%	\$ 500
Interscholastic (7th Boys)	4%	\$ 500
Intramural (5th-8th Boys)	3%	\$ 400
Intramural (8th Girls)	4%	\$ 500
Interscholastic (7th Girls)	4%	\$ 500
Intramural (5th-8th Girls)	3%	\$ 400

Flag Football (5th-6th Grades)	3%	\$ 350
Flag Football (7th-8th Grades)	3%	\$ 350

Band	4%	\$ 550
------	----	--------

Vocal Music	4%	\$ 550
-------------	----	--------

Student Congress:

5th-6th Grades	2%	\$ 275
7th-8th Grades	2%	\$ 275

Yearbook	5%	\$ 550
Publication	3%	\$ 350
Drama	4% up to \$400 per play - 1 play maximum	
Extra Curricular Coordinator	10%	\$1,550

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

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

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

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

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

APPENDIX - EVALUATION CRITERIA

A. TEACHER - PARENT - COMMUNITY RELATIONS

THE TEACHER

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

B. TEACHER - STAFF RELATIONS

THE TEACHER

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

C. TEACHER - PRINCIPAL RELATIONS

THE TEACHER

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

D. TEACHER - PUPIL RELATIONS

THE TEACHER

1. Encourages all children to achieve at the highest level of which they are capable.
2. Recognizes individual differences in children and allows for same.
3. Handles day to day problems in the classroom in a manner consistent with generally accepted principles of child growth and development.
4. Inspires confidence in children.
5. Offers opportunities for children to contribute their ideas.
6. Makes it easy for children to bring problems to his attention.
7. Provides opportunities for children to participate in work of the group.
8. Recognizes that he teaches what he is, as well as, what he knows.
9. Maintains consistent and reasonable control in all contacts with public.
10. Recognizes and accepts children for what they are.
11. Maintains health relationships with all pupils in the school.

E. EFFECTIVENESS IN DEVELOPING LEARNING EXPERIENCES

THE TEACHER

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

F. PERSONAL AND PROFESSIONAL RELATIONS

THE TEACHER

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

THE TEACHER - PROFESSIONAL

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

EVALUATION FORM

Name of Staff Member: _____

Building: _____

Date of Evaluation: _____

Assignment: _____

Very Effective	Effective	* Needs Improvement	* Unsatisfactory	* Not Evaluated
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

INTERPERSONAL RELATIONS:
 Parents
 Students
 Staff

CLASSROOM MANAGEMENT

INSTRUCTIONAL PROCESS

PROFESSIONAL RESPONSIBILITIES

PERSONAL QUALIFICATIONS

 Signature of Evaluator

 Date

*If checked, give plan of action. APPENDIX - EVALUATION CRITERIA

APPENDIX
GRIEVANCE REPORT FORM

Grievance # _____ Richmond School District

Distribution of Form

1. Superintendent
2. Principal
3. Association
4. Teacher

GRIEVANCE REPORT

Submit to Principal in Duplicate

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

LEVEL I

Informal discussion with immediate supervisor proceeds formal Level II

LEVEL II

A. Date Alleged Violation Occurred _____

B. 1. Statement of Grievance _____

2. Section or Subsection of Contract or Board Policy Alleged to have been violated _____

3. Relief Sought _____

Signature Date

C. Disposition by Principal or Superintendent _____

Signature of Prin. or Supt. Date

D. Position of Association _____

Signature Date

If additional space is needed in reporting Sections B1, 2, & 3 of Level II, attach an additional sheet.

(Note: Continued on next page)

APPENDIX

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 _____

Sign. of Arbitrator Date of Decision

NOTE: All provisions of Article _____ of the Agreement dated _____
19____, 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.

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

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

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

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

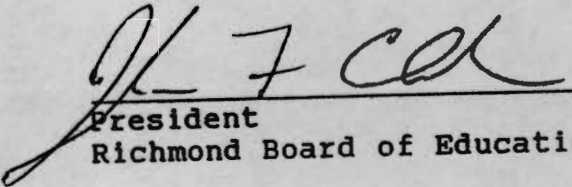
In each school building in the district there shall be a site based Decision Making Committee (SBD Committee). The committee is to consist of the building principal, a teacher from each grade level (elementary and middle school) or department (high school), a teacher's aide, a parent and at the high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

The SBD 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.


LETTER OF UNDERSTANDING

Upon written request from the Association, the Board will attempt to schedule one hour of release time per school day for the Association President. The Association and the Board will meet to mutually agree on the rate of reimbursement to the Board from the Association.



President
Richmond Board of Education

September 8, 1991



President
MEA/NEA, Local 1 - Richmond

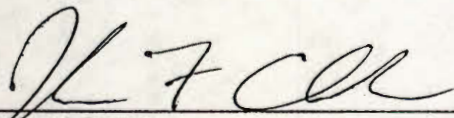
September 8, 1991

LETTER OF UNDERSTANDING


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

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

It is further agreed that the currently pending litigation related to or arising out of the job action and/or the parties negotiations previous to the date of this agreement, specifically MERC Case #C91H-208 and Macomb Circuit #91-4027-CL, shall be withdrawn/dismissed upon the ratification of the parties 1991-93 collective bargaining by both parties.



President
Richmond Board of Education



President
MEA/NEA, Local 1 - Richmond

September 8, 1991

September 8, 1991

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