

Master Agreement
between
Richmond Community Schools
Board of Education
and
Richmond Administrators Association
JULY 1, 2015 TO JUNE 30, 2019
(Amended June 25, 2018)

NON-DISCRIMINATION STATEMENT

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

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PREAMBLE

This Agreement entered into by and between the Board of Education of the Richmond Community Schools, hereinafter referred to as the “Board”, its successors and assigns, (employer), and the Richmond Administrators’ Association, hereinafter referred to as the “Association”, shall be in effect from June 27, 2016 through June 30, 2019.

ARTICLE I: RECOGNITION

Pursuant to Act 379, Public Acts of 1965, as amended, the Board hereby recognizes the Association as the sole and exclusive representative of all “administrators” employed by the Richmond Community Schools. “Administrators”, as hereinafter used in this agreement, shall be construed to include the following whenever employed by the “Board”:

1. Principals
2. Dean of Students/Assistant Principals
3. Directors (including but not limited to: Special Education, Student Support Services, Athletics, Athletics, Facilities, and School Safety, etc.)
4. Coordinators (not under another bargaining unit)

The Superintendent of Schools, Assistant Superintendents, Director of Curriculum & Educational Services, Director of Food Services, Director of Business & Management Services, and the Business Manager are excluded from the Association.

This agreement shall supersede all prior agreements, regulations, or practices of the Board which are contrary to or inconsistent with its terms. Should any article, section or clause of this agreement be declared illegal by a court of competent jurisdiction, said article, section or clause, as the case may be, shall be automatically deleted from this agreement to the extent that it violates the law, but the remaining articles, sections and clauses shall remain in full force and effect for the duration of the agreement, if not affected by the deleted article, sections, or clause.

The Board and or the Board’s representative agree that they will meet exclusively with the Association’s designees for purposes of negotiations on any and all matters involving mandatory and permissible subjects of bargaining with the Richmond Administrators’ Association as permitted under ACT 379, Public acts of 1965, as amended.

ARTICLE II: BOARD RIGHTS AND RESPONSIBILITIES

The Board, on its’ own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States.

Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and authority given by law. The exercise of powers, rights, authority, duties, and

responsibilities by the Board, the adoption of rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement in conformance with the Constitution and Laws of the State of the United States. The Board retains the sole right to manage and conduct its obligations in accordance with the laws of the State of Michigan and should any of the provisions contained therein be inconsistent with said laws, it is recognized by both parties that state law applies.

All administrators shall hold appropriate certification and/or qualifications required by law for the position to which they have been hired. The Superintendent of Schools of the District may reassign and transfer administrators at his/her discretion to other administrative positions for which they are legally qualified.

Administrators shall not be deemed to be granted continuing tenure in their positions established by virtue of this agreement.

The Board agrees that it shall not discriminate against any administrator because of membership in the Association or collective negotiations with the Board, or the institution of any grievance, complaint or preceding under this agreement.

The Board and the Association agree that this agreement shall be applied without regard to race, color, religion, military status, national origin or ancestry, sex (including sexual orientation), disability, age, height, weight, or marital status.

ARTICLE III: ASSOCIATION RIGHTS AND RESPONSIBILITES

- A. The Board recognizes the expertise of its Administrators and the value of such expertise to the District. The Board will seek the advice and counsel of its Administrators in such matters as the development of policy, establishing job classifications and promulgating rules for the operation of the District. The ultimate decision as to whether to seek the advice and counsel of any Administrator shall rest with the Board.
- B. The Board agrees to furnish to the Association public information as required by the Michigan Freedom of Information Act and/or the Public Employee Relations Act (PERA).
- C. Any Administrator shall have the right to review his or her own personnel file. The Administrator may request to be accompanied by a representative of the Association in such review of said files. The official personnel file shall be maintained at the Superintendent's Office and each Administrator shall have the right to a copy of any material included in his/her file.
- D. Individual Administrative Contracts:
 - 1. All individual administrative contracts shall be made expressly subject to the terms of this agreement.

2. Each administrator shall be issued an individual contract, in an administrative capacity, for a two (2) year period commencing each July 1st. On or before April 30th of each year, the Board or its designee shall provide notice to those administrators whose contracts are not to be renewed.
 3. The two (2) year individual contract provision shall be subject to the following exceptions:
 - a) The Board may issue a one (1) year contract if there is a need for improvement of administrative performance in specific areas, as written in the administrator's formal evaluation.
 - b) The Board shall issue a one-year contract to individual administrators serving their first year in an administrative position in the District. The term of the one-year contract shall be consistent with the probationary period of the administrators and shall begin from the date of hire and expire one (1) calendar year from said date.
 4. Administrators' individual contracts shall be issued within thirty (30) days of the effective date of this Agreement.
- E. Any Administrator shall have the right to have an Association representative present during any conference, which relates to disciplinary matters or an investigation, which may lead to disciplinary action.
- F. At any time during the probationary period, the Board may terminate an Administrator for reasons that are not arbitrary or capricious. Prior to termination, the probationary administrator shall be provided recourse through the grievance process, through the Board of Education level.

ARTICLE IV: ADMINISTRATOR'S RIGHTS

No administrator shall be disciplined or reduced in rank for arbitrary and capricious reasons. The Board shall ensure that the administrator is given prior notice to the start if any internal investigation and the investigation shall be fair and timely.

- A. For the purpose of this section, discipline shall mean a written admonition, which is derogatory of an administrator's conduct, service, or personality. It shall also mean a written warning to an administrator.
- B. Any complaint made against an administrator, or a person for whom the administrator is responsible, will be promptly called to the attention of the administrator.
- C. Before any material, which originates after the administrator is employed by the district, is placed in an administrator's official personnel file, she/he shall be given a copy of such material and shall sign the original document to indicate she/he has read it. If she/he so

chooses, the administrator may attach to the filed document any explanatory remarks he deems appropriate.

- D. The disciplinary admonition shall be signed by the person taking the action, and a copy of such document given to the administrator involved. It is understood that the original copy shall be placed in the administrator's personnel file.
- E. No administrator shall be suspended or discharged, for reasons that is not arbitrary and capricious, unless she/he:
 - 1. Has received in writing the specific reasons for such action.
 - 2. Has been accorded a closed hearing, at her/his request, before the Board of Education.
 - 3. It is understood that in the event of suspension, (A) and (B) above may occur after such suspension has been affected. However, in no event shall the reasons be given more than one (1) day after such suspension has occurred. A meeting with the Board shall be scheduled at the next regularly scheduled Board of Education meeting after requested by the affected administrator. If the regularly schedule Board of Education meetings only occur once per month, the meeting between the administrator and the Board of Education shall occur within fourteen (14) calendar days.
 - 4. At any hearing(s) under this provision, the affected administrator shall be entitled to Association representation at her/his request.
- F. In order to encourage harmonious and expeditious resolution of complaints at the local level, complaints and problems related to the operation of the building or personnel under the authority of the building administrators shall be directed to the building principal for resolution. It is understood that if the administrator's decision is appealed to the Superintendent or the Board of Education, administrator shall be given an opportunity to provide background information before action is taken. It is further understood that the administrator will support any and all decision of the Superintendent and Board of Education, regardless of the decision. It is understood that this shall in no way infringe on the administrator's right under the grievance process.

ARTICLE V: PROFESSIONAL LIABILITY

The School District agrees that it shall provide insurance to defend, hold harmless and indemnify the administrator from any and all demands, claims, suits, actions and legal proceedings brought against the administrator in their individual capacity, or in their capacity as agent and employee of the District, provided the incident arose while the administrator was acting within the scope of their authority and during the course of their employment, excluding criminal litigation. The terms of the insurance policy or policies shall be controlling respecting defense and indemnity of

Administrator. In no case will individual board members be considered personally liable for indemnifying the administrator against such demands, claims, suits, actions and legal proceedings unless the administrator was acting outside the scope of the administrator's employment.

ARTICLE VI: LAYOFF AND CREATION OF NEW ADMINISTRATIVE POSITIONS

Administrators to be laid off for an indefinite period of time will have at least ninety (90) calendar days of layoff notice prior to the effective layoff date.

A. Reduction of administrative staff

Reduction of administrative staff shall be accomplished on the basis performance as of highly effective, effective, minimally effective, and ineffective.

B. In the event of a performance tie, administrators shall be classified into the following group:

- Principal
- Dean of Students/Assistant Principal
- Other

Within the groups, the decision to reduce administrative staff shall be based on a consideration of the following factors:

- Certification requirements.
- Length of administrative service within the District
- Length and area of professional experience within the system.
- Length and area of professional experience outside the system.
- Academic training.
- Professional growth.
- Ability to perform the assignment.
- Student achievement data for the building.

It is understood that the above factors may not be weighed equally and a factor listed above shall not be used if already included in the performance rating.

C. Any administrator recalled from lay-off shall be appointed to the next administrative opening based on the reverse order of Section A and then consideration factors in Section B.

D. Creation of new administrative positions

The Board reserves to itself the prerogative of creating new administrative positions and such prerogative shall include establishing the duties that such new positions shall carry. However, the Board agrees that before establishing any rates of pay, wages, hours of employment, or other conditions of employment for any new position which would be within the unit, it shall bargain with the Association on such matters, provided it is obligated to do so by law.

ARTICLE VII: CHANGE IN ADMINISTRATIVE DUTIES

- A. It is agreed that the Board has the right to define the duties of administrators and assign their administrative responsibilities, under the supervision of the Superintendent, for the planning, management, operation and evaluation of the educational program and services. However, if the Board changes any present duties or responsibilities during the term of this agreement which affect wages, hours, or other terms and conditions of employment it agrees to bargain upon the impact of such changes at the request of the Association.

- B. All vacated or newly created administrative positions within the unit shall be posted for a period of at least seven (7) calendar for internal and external applicants. Any interested administrator who possesses the appropriate administrative certification shall apply during the posting period and shall be considered prior to the consideration of outside candidates. The decision of the Superintendent shall be final.

If the Superintendent denies the transfer request, she/he will place her/his reasons for the denial in writing at the request of the administrator.

- C. Administrators who are involuntarily transferred shall not suffer a reduction in pay during the terms of their individual contract, provided the transfer was made for reasons other than performance problems or disciplinary reasons. If such an involuntary transfer is made for disciplinary or performance reasons, the rate of pay shall be reduced immediately to the appropriate rate for the new position. If an administrator objects to a transfer, the dispute shall be resolved through the grievance process up to the Board of Education level. A grievance concerning an involuntary transfer shall not be subject to arbitration.

ARTICLE VIII: SALARY

Step	1	2	3	4	5	6
HS Principal	\$ 89,286.51	\$ 91,648.41	\$ 94,073.25	\$ 96,562.03	\$ 99,421.28	\$ 101,739.54
MS Principal	\$ 86,328.80	\$ 88,612.55	\$ 90,957.20	\$ 93,364.78	\$ 95,834.27	\$ 98,369.74
ES Principal	\$ 83,371.09	\$ 85,576.68	\$ 87,842.16	\$ 90,165.50	\$ 92,550.75	\$ 94,999.94
HS Dean of Student / HS Assistant Principal	\$ 80,120.04	\$ 82,239.36	\$ 84,414.51	\$ 86,648.52	\$ 88,941.41	\$ 91,295.19
MS Dean of Student / MS Assistant Principal	\$ 77,808.89	\$ 79,867.31	\$ 81,980.54	\$ 84,149.59	\$ 86,376.50	\$ 88,661.27
ES Dean of Student / ES Assistant Principal	\$ 75,033.98	\$ 77,019.01	\$ 79,057.94	\$ 81,148.95	\$ 83,295.68	\$ 85,499.95
Special Education Director / Director of Student Support Services	\$ 71,051.02	\$ 72,931.81	\$ 74,861.33	\$ 76,840.58	\$ 78,874.64	\$ 80,960.46
Director of Athletics, Facilities and School Safety	\$83,718.75	\$ 85,933.39	\$ 88,206.68	\$ 90,540.76	\$ 92,936.72	\$ 95,395.63

2015-16 School Year – No step, percent increase, or off-schedule payment.

2016-17 School Year – Two (2) Inclement Weather/Snow Days. No step, percent increase, or off-schedule payment.

2017-18 School Year – Two (2) Inclement Weather/Snow Days. No step, percent increase, or off-schedule payment unless received by the Richmond Education Association (REA).

2018-19 School Year – Two (2) Inclement Weather/Snow Days. No step, percent increase, or off-schedule payment unless received by the REA.

ARTICLE IX: FRINGE BENEFITS

A. The Board shall provide all insurance benefits listed herein for the life of this contract. Such benefits shall be provided to each administrator and his/her dependents, as defined below:

Option 1 – MESSA Choices or Blue Cross and Blue Shield of Michigan SB PPO or equivalent. The Board shall pay the premium for medical up to the Legislative Hard-Cap.

1. Medical (Coverage similar to 2015-16).

2. Dental (Coverage similar to 2015-16). The District shall pay 60% of Dental Premium and the Employee shall pay 40% of Dental Premium.
3. Vision (Coverage similar to 2015-16). The District shall pay 60% of Vision Premium and the Employee shall pay 40% of Vision Premium.

Option 2 – MESSA ABC Plan 1 HDHP or Blue Cross and Blue Shield of Michigan SB PPO Health Savings Account (HSA) or equivalent. The Board shall pay the premium for medical up to the Legislative Hard-Cap. The Employee may elect to for the District to prefund the HSA portion of the plan up to 100% of the deductible per year, beginning January 1st of each calendar year, however the HSA portion is an advance and is the Employee ultimate responsibility. Should the Employee-Employer relationship terminate prior to the Employee repaying the prefunded portion of the HSA, the remaining amount owed shall be withheld from the employee's last check.

1. Medical (Coverage similar to 2015-16).
 2. Dental (Coverage similar to 2015-16). The District shall pay 60% of Dental Premium and the Employee shall pay 40% of Dental Premium.
 3. Vision (Coverage similar to 2015-16). The District shall pay 60% of Vision Premium and the Employee shall pay 40% of Vision Premium.
- B. Administrators not electing insurance benefits as described in Section A, above shall be provided by the Board of Education with the following insurance benefit, for a full twelve-month period of each school year. The benefits listed below shall be provided to each administrator, not enrolled in Section A above and his/her eligible dependents:
1. Dental (Coverage similar to 2015-16). The District shall pay 60% of Dental Premium and the Employee shall pay 40% of Dental Premium.
 2. Vision (Coverage similar to 2015-16). The District shall pay 60% of Vision Premium and the Employee shall pay 40% of Vision Premium.
 3. The Board will contribute to a deferred income annuity program, an amount each month equal to 50% of the monthly health premium. The company is to be determined by the employee from the annuity companies offered by the Board. All benefits, conditions, and requirements shall be set forth in the policy of taxable deferred income and as interpreted by the annuity company.
- C. The Board may bid coverage annually on a comparable or better insurance benefit package and may choose another insurance carrier if the total savings between packages exceed two percent (2%).

- D. The District shall provide, without cost to the administrator long-term disability insurance for each administrator. Benefits shall be paid at sixty-six and two-thirds percent (66-2/3%) of salary to a monthly maximum of thirty-six hundred dollars (\$3,600.00) and shall begin after expiration of ninety (90) calendar days. Benefits will continue at no cost to the administrator in the event of total disability.
- E. Term life insurance shall be provided for by the Board for each administrator in the amount of, at least, three times said administrator's base pay, as provided for in the salary schedule, not to exceed \$175,000. Also, term life coverage shall be provided in the amount of \$10,000 for the spouse of each administrator and \$5,000 of term life for every dependent child of each administrator.
- F. All employer contributions for retirement shall be paid by the Board of Education as defined by State statute.
- G. An annuity of 3% of each administrator's salary shall be provided. This is to be paid to a program of the administrator's choosing among the list of providers supported by the District on the last pay on June.
- H. Administrators shall be granted five (5) personal leave days each school year. Unused personal leave days shall be paid at the end of the school year at a rate of 50% of each administrator's per diem pay.
- I. The use of flex days during a school year shall be at the discretion of the administrator and with the approval of the superintendent.
- J. The Board may grant leaves of absence. The granting of such leaves shall be based upon written application, the length of the requested leave, and district operational needs.
- K. Administrators shall be permitted to be absent from their duties without loss of pay for reasons of death in the immediate family for up to five (5) bereavement days for each occurrence. However, should the death occur during a scheduled school break and the five (5) days expires prior to the break ending, the Administrator is not entitled to bereavement days. The immediate family shall be defined as spouse, sibling of either spouse, spouse of sibling of either spouse, step children, stepparent, stepsister, stepbrother, father or mother of either spouse, grandparent of either spouse, grandchildren, stepchildren, any other person acceptable as an exemption on the administrator's income tax or any person who makes his/her home with the administrator and in the judgment of the Superintendent is emotionally dependent on the administrator as members of a household. An administrator shall also be permitted to be absent from their duties without the loss of pay to attend the funeral of a current administrator's mother/father or daughter/son, as long as the building is covered by an administrator and it does not result in a cost to the District.
- L. At the beginning of each year, eleven (11) sick leave days shall be credited to each administrator. These days shall be earned at a rate of one day per month, beginning in August of each year. Upon completion of five years of continuous service, any administrator

terminating employment will be paid for one-fourth of their unused accumulated earned sick time at their daily rate of pay. All earned sick days over 145 unused shall be paid at the end of the school year at a rate of 33%.

A cash out option will be available to administrators at five (5) year increments for up to ½ of remaining earned sick days at 50% of the administrator's per diem rate. In years opposite the five (5) year increment, administrators may cash in up to four (4) earned sick days per year at the 50% per diem rate.

In the event that the administrator leaves employment of the District before the end of the fiscal year, she/he shall be required to reimburse the District for sick leave days that were utilized, but not yet earned. The administrator agrees that reimbursement owed by her/him shall be payroll deducted at the end of the fiscal year, any earned but not used sick leave days shall be accrued and may be used in the future.

The District reserves the right to request a doctor's note from an administrator for consecutive sick leave days utilized.

- M. When absences resulting from a major personal injury arising out of and in the employment with the Richmond Community Schools which entitles the injured Administrator to compensation under the provisions of the Worker's Compensation Act occur, the Richmond Community 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 provided that all Worker's Compensation checks covering the period from the date of injury to the expiration of the accumulated allowable days of absence are turned into the Superintendent's Office for recording.
- N. Administrators, upon retirement, will receive a terminal leave payment of sixty dollars (\$60.00) per year of accumulated seniority. An Administrator must have a minimum of ten (10) years' seniority to qualify. In lieu of the above, an administrator may choose to participate in the terminal pay program:
 - 1. The Administrator, upon termination of employment, will receive a terminal payment of sixty dollars (\$60.00) per year of accrued seniority for the first ten (10) years of continuous service.
 - 2. After ten (10) years of continuous service the Board will match up to, a maximum of sixty dollars (\$60.00) per fiscal year deduction for tax sheltered annuities.
 - 3. After twenty (20) years of continuous service the Board will match up to, a maximum of one hundred twenty dollars (\$120.00) per fiscal year deductions for tax sheltered annuities.
- O. Administrators shall be allowed to attend local, state or national conferences or professional development seminar as approved by the Superintendent in the field of her/his employment.

- P. The Board recognizes the importance of an Administrator continuing his/her education actively through the many methods available (i.e. workshops, university course work, active participation in professional organizations, professional reading, etc.), upon the approval of the Superintendent.

Toward this end, the District will pay membership in Association of Supervision and Curriculum Development (ASCD) and Michigan Elementary and Middle School Principals Association (MEMSPA) or Michigan Association of Secondary School Principals (MASSP).

Should any of these memberships include legal services, the administrator shall pay the difference between the membership with legal services and the next lower membership without legal services..

- Q. Administrators will receive the following stipend for completion of advance degrees, paid on the last pay in June, provided the administrator's performance evaluation has been at least "Effective":

Ed.S. \$750.00

Ed.D. / Ph.D. \$1,500.00

- R. At the completion of the following years of administrative employment in the district, the Board agrees to pay longevity to the Administrator in the amount of:

- 1.00% of salary after eight (8) years.
- 1.25% of salary after ten (10) years.
- 1.50% of salary after twelve (12) years.
- 1.75% of salary after fourteen (14) years.
- 2.00% of salary after sixteen (16) years.
- 2.25% of salary after eighteen (18) years.
- 2.50% of salary after twenty (20) years.
- 2.75% of salary after twenty-two (22) years.
- 3.00% of salary after twenty-four (24) years.

Longevity shall be paid on the second pay period during the month of June.

- S. A retirement incentive program will be offered to any administrator if the following conditions are met for employees hired prior to September 1, 2011. Employees hired after September 1, 2011 are not be eligible.

1. Must retire under state system.
2. Eligible after 15 or more years of administrative service in Richmond for maximum severance of 45% of salary for last year prior to retirement.
3. Retirement benefit prorated after completion of 5 years of administrative service in Richmond: 5=15%, 6=18%, 7=21%, 8=24%, 9=27%, 10=30%, 11=33%, 12=36%, 13=39%, 14=42%, 15 or more =45%

4. The sum to be paid over a period of five years. In order to be eligible for payment, the administrator shall attend the annual start of school year staff orientation session as a consultant. If the administrator is unable to attend and the district is notified thereof in advance of the session, district shall employ the services of a substitute and then make payment to the retired administrator less the cost of the substitute. The district shall notify the retired administrator of the date, time and place of the orientation session no less than fifteen working days prior to such session. Failure to notify shall make the retired administrator eligible for full payment. Failure of the retired administrator to attend the orientation session or arrange for a substitute shall result in forfeiture of the consultant pay eligibility for that year. In the event a retired administrator dies with years of consultant pay eligibility remaining, the district shall pay to his/her estate, in a lump sum, the consultant pay the deceased administrator would have received if he/she had lived and had exercised eligibility by attending the orientation session for each year of eligibility.

T. The contract year for Administrators shall consist of the following number of work days:

	<u>Work Days</u>
High School Principal	210
Middle School Principal	205
Elementary School Principal	205
HS Dean of Students / High School Assistant Principal	210
MS Dean of Students / Middle School Assistant Principal	205
ES Dean of Student / Elementary Assistant Principal	205
Director of Special Education	210
Director of Student Support Services	210
Director of Athletics, Facilities and School Safety	220

The coordination of administrative coverage of all building events and/or activities shall be the responsibility of the Principal and their designated Dean of Students.

Administrators required to attend school-sponsored events outside of her/his work calendar shall exchange a schedule workday with the non-schedule workday. If a schedule work day is not available for exchange, the administrator shall be compensated at his/her daily rate of pay. Any exchange or deviation from the work calendar shall have prior written approval from the Superintendent or his/her designee.

U. The contract year for administrators shall be from July 1st to June 30th.

V. Personal and sick days shall be prorated for less than full-time employees and/or the administrator's final year of employment in the event an administrator leaves before the contract year is concluded.

ARTICLE X: GRIEVANCE PROCEDURE

Section 1 – Purpose:

1. The Superintendent shall be the Board of Education administrative representative when a grievance arises.
2. Both parties agree that these proceedings shall be kept confidential as may be appropriate at each level of the procedure.
3. Nothing contained herein shall be construed as limiting the rights of any administrators with a grievance to discuss the matter informally with any member of the administration.

Section 2 – Definition of Grievance:

1. A grievance is a complaint by an administrator in the bargaining unit, or the Association in its own name, based on an alleged violation, misinterpretation, or misapplication of one or more of the express provisions of this agreement. Every grievance must allege a violation, misinterpretation, or misapplication of a specific Article and section of this agreement which is alleged to have been violated in order for the grievance to be acceptable for processing under the grievance procedure.
2. The “grievant” is the administrator(s) or Association making the claim of violation, misinterpretation, or misapplication of the contract.
3. The term “day” shall mean calendar day.

Section 3 – Procedure:

Level One:

- A. An Administrator having a grievance shall first take up the matter with her/his immediate supervisor and state the alleged violation, misinterpretation, or misapplication of a specific article and section of the contract within seven (7) calendar days of the discovery of the alleged violation.
- B. If the grievance is not settled at Level One, it shall be reduced to writing and submitted to the Superintendent within seven (7) calendar days after the meeting with the supervisor or after being informed of the results of the meeting, whichever is later.

Level Two:

- A. The written grievance shall be presented to the Superintendent for her/his review. The parties shall schedule a meeting to discuss the grievance with the Superintendent within fourteen (14) calendar days of its submission. The grievant, if she/he request, shall have her/his association representative present at this meeting.

- B. The Superintendent shall give her/his written decision on the Level Two grievance within fourteen (14) calendar days following the Level Two meeting.

Level Three:

- A. If the Association is not satisfied with the grievance disposition of the Superintendent at Level Two, the Association shall refer the grievance in writing to the Board President, via the Superintendent's Office, for consideration and review within fourteen (14) calendar days from the date of receipt of the decision by the Superintendent.
- B. The Board of Education shall hear the grievance at its next regularly scheduled meeting. If the regularly scheduled Board of Education meeting is more than thirty (30) calendar days, the Board shall hear the grievance within fourteen (14) calendar days of the Board President's receipt of the Associations request for a hearing.

The Association representation shall address the Board and present any evidence the Association wishes the Board to consider in the disposition of the grievance. The Board shall provide a written response on the grievance within fourteen (14) calendar days from the action of the Board.

Level Four:

- A. If the Association is not satisfied with the grievance disposition of the Board of Education, the written grievance may be submitted to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. This shall be done within fourteen (14) calendar days of the receipt of the Board's decision at Level Three. Only the Association may advance a grievance to arbitration.
- B. Within seven (7) calendar days after such written notice submission to arbitration, the parties shall agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve.

If the parties are unable to agree upon an arbitrator or to obtain such a commitment within fourteen (14) days after the submission in writing of the grievance to arbitration as aforesaid, he/she shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceedings.

The Board and the Association shall not be permitted to assert in such arbitration proceedings any ground or rely on any evidence not previously disclosed to the other party. The Arbitrator shall have no power to alter, add or subtract from the terms of the Agreement, or Board rule, order policy or regulation. Both parties agree to be bound by the award of the arbitration and agree that judgments thereon may be entered in any court of competent jurisdiction.

The Arbitrator shall issue her/his decision not later than sixty (60) calendar days from the date of oral arguments presented at the hearing or the filing of closing briefs, whichever is later.

- C. Each party shall bear its own arbitration costs except those fees and charges of the arbitrator shall be shared equally between the District and the Richmond Administrators Association.

Section 5 – Timeframe

Grievance timeframes shall be strictly followed and failure to follow the identified timeframes above shall terminate the grievance, unless an extension has been mutually agreed to by the District and Association.

ARTICLE XI: MISCELLANEOUS

Section 1

The Employer shall provide for biweekly pay periods. However, once all bargaining units agree to twenty-four pay periods, all payroll will be paid on a twice a month basis. When a regular pay date falls during a school recess period, all Employees shall be paid on their regularly scheduled pay date. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose.

The district has the sole right to implement electronic direct deposit options and electronic pay stub retrieval. Deposits will be made to the financial institution of the employee's choice subject to Electronic Clearinghouse requirements.

Section 2

Pursuant to the Local Government and School District Fiscal Accountability Act, being Public Act 4 of 2011, an emergency financial manager may be appointed to the district if the district is considered to be in financial stress for a reason delineated in Section 13 (30 of Public Act 4 of 2011).

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

DURATION OF AGREEMENT

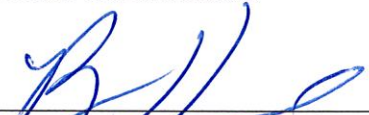
This Agreement shall be effective June 27, 2016 and continue in effect until June 30, 2019. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

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

Dated this 27th day of June, 2016.

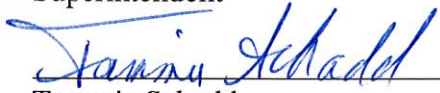
Board of Education

Richmond Administrators Association (RAA)



Brian J. Walmsley, Ed.S.
Superintendent

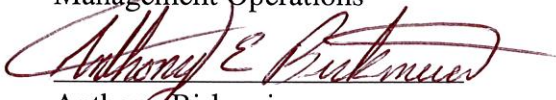
Deborah Michon



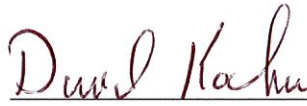
Tammie Schadd
Director of Business and
Management Operations



Keith Bartels



Anthony Birkmeier
Director of Curriculum
and Educational Services



David Kochan




Shirley Matuszewski



Christopher Rinehart



Becky Borwick



Heidi Napier

