

Master Agreement  
Between  
The Board of Education  
Of  
The School District  
Of  
The City of River Rouge  
And  
The River Rouge Education  
Association/MEA

2016 - 2019

## **AGREEMENT**

This Agreement is made and entered into this 4th day of August, 2016, effective beginning the 2016-2017 school year, by and between the Board of Education of the School District of the City of River Rouge (hereinafter called the "Board") and the River Rouge Education Association (hereinafter called the "Association").

### **PREAMBLE**

The River Rouge Education Association and the Board of Education of the School District of the City of River Rouge hereby affirm their mutual interest in the development of educational programs of the highest quality consistent with community resources, for the benefit of the students and the River Rouge School District community and their recognition of teaching as a public trust and a professional calling.

### **WITNESSETH**

WHEREAS, the Board and the Association, following extended and deliberate negotiations, have reached certain understandings with respect to wages, hours, terms and conditions of employment, it is hereby agreed as follows:

## **ARTICLE 1**

### **RECOGNITION**

#### **Section 1.**

The Board recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 370, Public Acts of Michigan 1965, for all certified teaching personnel under contract, or on leave, for purpose of collective bargaining with respect to rate of pay, wages, hours and other terms and conditions of employment.

#### **Section 2.**

The term teacher when used hereinafter in this Agreement shall mean all certified teachers, including Counselors, Therapists, Psychologists, Social Workers, School Nurse, Student Health Care Consultant and permanent substitutes who hold a valid contract with the River Rouge School District; but shall not include Superintendent; Principal; Assistant Principal; Director of Guidance and Counseling; Director of Special Services; Director of Athletics, Physical Education and Recreation; Director of Federal Projects; Child Accounting Coordinator; Special Education Coordinator; or other Supervisory and Administrative Personnel.

#### **Section 3.**

The Board agrees not to negotiate with any teachers organization other than the Association with respect to wages, hours, terms and conditions of employment for teachers covered by this Agreement for the duration of this Agreement. Nothing contained herein shall be construed to prevent the Board or its designated representative from meeting with any teacher or group/s of teachers for the purpose of hearing and discussing their views, provided that all grievances shall be handled in accordance with the grievance procedures as set forth in this Agreement.

## ARTICLE 2

### BOARD RIGHTS AND RESPONSIBILITIES

#### Section 1.

Except as modified by the specific terms of this Agreement, the Board shall retain all rights and power to manage the River Rouge School District, and to direct its employees as conferred by the Laws and Constitution of the State of Michigan and inherent in the Board's responsibility to manage the Public School System, including, but not expressly limited to the right:

- (a) to the executive management and administrative control of the school system and its properties and facilities, and the school activities of its employees during the employee working hours;
- (b) to hire all employees, and subject to the provisions of the law, to determine their qualifications and conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees;
- (c) to establish levels and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary and advisable by the Board;
- (d) to provide and approve the selection of textbooks, teaching materials, and aids necessary for an adequate instructional program;
- (e) to determine class schedules, hours of instruction, and the duties, responsibilities and assignments of teachers;
- (f) to initiate and implement innovative and technological approaches in the educational program.

The exercise of all the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and regulations in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only the terms of this Agreement and applicable provisions of the law.

#### Section 2.

All rules and regulations adopted by the Board pursuant to Section 1 of this Article shall be published and made available to members of the Bargaining Unit.

## ARTICLE 3

### TEACHER RIGHTS AND RESPONSIBILITIES

#### **Section 1.**

Nothing in this Agreement shall be construed to deny a teacher's rights under the Michigan General School Laws or the Michigan Tenure Laws.

#### **Section 2.**

The Board will not discriminate against any teacher with respect to hours, wages, terms or conditions of employment by reason of his/her membership in, or participation in the activities of the Association.

#### **Section 3.**

All teachers will be notified of any complaint concerning their performance or actions. An appropriate administrator shall discuss the complaint with the teacher, and, if necessary, shall arrange for a conference to resolve the difference. Nothing shall be placed in a teacher's personnel file unless it was first discussed with the teacher and the teacher receives a copy of such. The teacher shall have a right to respond in writing to that which is placed in the personnel file and have such response attached to the material in the file. If the teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material but in no instance shall said signature be interpreted to mean an agreement with the content of the material. If there is no recurrence of the action precipitating the written material within five (5) years of the most recent action, then all materials relating to the action shall be removed from the teacher's file, upon the teacher's request.

#### **Section 4.**

The teacher shall have the right to see his/her personnel file, excluding credentials and references from the university and other sending agencies which have prescribed such as confidential.

#### **Section 5.**

The Board grants the Association the right to the reasonable use of school premises for its professional and business meetings per written request made by the Association and approved by the Superintendent or his/her designee. The Association agrees to pay any overtime costs for special facilities, which may be incurred by the Board.

#### **Section 6.**

The Board shall designate a bulletin board or an adequate portion thereof in each school for the posting of Association business notices and social announcements. All such notices and announcements shall contain the signature of an Association official.

#### **Section 7.**

The Association shall have reasonable access to teacher mailboxes and the interschool mail for notices relating to Association business.

**Section 8.**

The Association and the teachers recognize it is neither their function nor right to assume administrative responsibilities. The teacher recognizes his/her responsibility to uphold, and thereby agrees to uphold, all policies, rules, and regulations promulgated by the Board that are not inconsistent with this Agreement.

**Section 9.**

Any teacher who is unable to be present for any portion of any given school day shall notify the individual designated by the Board as early as possible, but in no event later than 6:30 a.m. for teachers on the normal teaching schedule or late flexible schedule, and 5:30 a.m. for teachers on the flexible (zero hour) schedule in order that arrangements for a substitute can be made. To report such absence the teacher shall call into a central call in system or building designee established by the Board.

- (a) All teachers shall have daily lesson plans. Emergency lesson plans and alternate records must be readily available for use by the substitute teacher.
- (b) Teachers who are absent and who do not provide adequate lesson plans and means of recording attendance for use by the substitute teacher shall be given one (1) warning during any school year. Subsequent occurrences shall result in the following penalty:
  - (1) The usual deduction of (1) leave day for the day missed, and
  - (2) From that leave day will be deducted the cost of the substitute for that day.  
The cost shall not exceed the rate of a daily substitute.
- (c) The teacher's daily lesson plans, up to and including current day, shall be available for review as a hard copy, at all times during the teacher's workday. At a minimum, these plans shall include all sections as presented in Appendix F. It is suggested that lesson plans reflect appropriate benchmarks. Lesson plan presentation may vary from teacher to teacher depending on grade, level and subject taught.
- (d) Within the first two (2) weeks of school each building administrator will go over lesson plan format (see Appendix B) with all teachers. Teachers will not be disciplined for lesson plans nor evaluated upon plans until this review has taken place.

**Section 10.**

If a teacher shall fail to notify the building principal or his/her designee that he/she will be absent in accordance with the provision of this article, the Board shall deduct from the salary of the teacher an amount equal to one day's pay for each day without notification, as designated in Section 9, except in case of emergency.

**Section 11.**

If a teacher is late in reporting for work after two tardies per semester, the Board shall deduct from the salary of the teacher an amount equal to one-sixth of the teacher's daily pay. The Board shall have the option to exclude a teacher for the remainder of the day if he/she reports one hour or more beyond the beginning of normal classroom hours.

**Section 12.**

In order to provide for the continuing health protection of our students and other school personnel, it shall be the responsibility of all teachers upon initial employment to provide the Board with a

statement from a medical doctor or osteopathic doctor certifying that his/her health is adequate for the performance of his/her assigned duties.

**Section 13.**

The management of students immediately before, during and immediately after the school day is an integral part of every teacher's professional responsibility, and therefore all teachers shall take appropriate action to promote conditions in school buildings and on school property which are conducive to good discipline.

**Section 14.**

When any pupil creates a serious disturbance or otherwise refuses to adhere to reasonable standards of conduct in the teacher's classroom, the teacher shall keep a disciplinary behavior log of that student's conduct on a form supplied by the administration. If a pupil is sent to the office a copy of the student's disciplinary behavior log will also be sent. The Administrator shall, after investigation and consultation with the parties, determine the appropriate action to be taken. The teacher shall be advised of such action in writing.

**Section 15.**

Teachers shall observe all rules concerning discipline of students as are established by the Board and consistent with Public Act 290 of Michigan Public Acts, 1964. In the event criminal or civil proceedings are brought against any teacher in which it is alleged a teacher has committed an assault in the course of his employment, the Board or its designee, will conduct an investigation and determine whether or not it will furnish counsel for such teacher. In the event the Board does not offer to furnish counsel and the teacher is found ultimately not guilty, the Board will reimburse the teacher for legal counsel fees expended in an amount not to exceed the sum recommended as the then applicable minimum fee by the State Bar of Michigan. The Board may require reasonable evidence of the legal fees actually paid or payable by the teacher, excluding any legal fees paid or payable by insurance.

**Section 16.**

No teacher shall be disciplined (including warnings, reprimands, suspensions, adjustments of compensation, reductions in rank, or discharges) for any reason that is arbitrary or capricious.

**Section 17.**

Instructional aides (non-certified) may be used in the classroom or in the building for special programs or special needs. Their assistance must supplement and compliment the instructional staff.

- (a) The building administrator will be responsible for the selection and replacement of aides. However, assignments will be discussed with any teacher involved.
- (b) An instructional aide shall be supervised by the teacher(s) to whom aide is assigned. Teacher(s) to whom aides are assigned shall have full authority to direct the activities of the aides. The teacher and administration will collectively evaluate the effectiveness of the aides, and to make recommendations as to continued employment status for the aides.

**Section 18.**

The Association and the Administration encourage teachers to attend extra-curricular events, particularly those events scheduled within their buildings.

**Section 19.**

Teachers who are assigned or reassigned to a different building will be given, at their request, one (1) school day for moving and/or orientation purposes. The day will be mutually agreed upon between the teacher and the principal. If the day agreed upon is a vacation day, then the teacher will be reimbursed at the hourly rate set forth in Schedule B.

## ARTICLE 4

### TEACHER HOURS AND WORKING CONDITIONS

#### Section 1.

Professional development needs and presentations will be determined in May by the School District School Improvement Team, which will consist of building level school improvement committees and one central office administrator. Teachers shall receive these dates in an email from the School District no later than June 1.

Summer professional development will be conducted in August, with all efforts being to conduct the professional development in the final two weeks prior to Labor Day, unless the schedule of a critical presenter requires otherwise.

Professional development during the school year will be conducted during the week on days when students are not in school or by extending staff meetings. Professional development during the school year will be conducted on Saturday only when conducting that professional development during the work day is not practicable.

Professional development is highly encouraged and recommended for all teachers. Teachers will be paid \$20 per hour for attendance of professional development beyond the contractual teacher days or hours.

#### Section 2.

All teachers shall be in attendance during normal school-day hours. Each teacher's daily work hours will be continuous unless mutually agreed upon by the teacher and administration. A standard work day will be 7.5 hours, which will include one unassigned preparation period equivalent in length to a regular class period. A teacher who works, and thus forgoes, his or her preparation period in a permanent capacity will be paid 1/6 of their salary. The standard school day will allow for change by up to 30 minutes before and after to allow for flexibility in scheduling and busing but not to exceed a 7.5 hour day (Example: if a school's start time is scheduled to start twenty minutes prior to the contractual start time the day shall end twenty minutes prior to the contractual end time). Current standard school-day hours shall be:

(a)	Ann Visger	8:20 a.m. to 3:40 p.m.
(b)	River Rouge STEM Academy	8:15 a.m. to 3:30 p.m.
(c)	Sabbath Middle School	8:05 a.m. to 3:20 p.m.
(c)	High School	7:55 a.m. to 3:10 p.m.

These standard school-day hours may be subject to change pursuant to state law, the requirements of state or federal grant requirements subject to any attendant bargaining obligations under Michigan law.



**Section 3.**

If a teacher's pupil instructional time exceeds 5.5 hours per day, any hours additional will be compensated at the Schedule B hourly rate. For the purposes of this section, pupil instructional time does not include prep time, passing time, lunch and any after-hours preparation work. If the extension of hours is the result of the necessary requirements of a state or federal grant, funding for those hours are subject to that grant and any Memorandum of Understanding that coincides with the grant.

**Section 4.**

All teachers shall continue to receive a duty free uninterrupted lunch period of 35 minutes.

**Section 5.**

Teachers must keep Wednesday afternoons free of other commitments so that they may be available for building, grade-level, staff, system-wide meetings, etc. All staff meetings will end within an hour and twenty minutes at the conclusion of the professional school day (not be confused with the early release day). If any of the above mentioned meetings, extend beyond the hours stated in this paragraph the Board shall grant the teachers involved release time for such excess. If a staff meeting is extended for professional development, then teachers will be paid \$20 per hour for the time of the extension pursuant to Section 1 of this agreement.

PLC (professional learning community) or professional development can be conducted during the early release hour on Wednesdays followed by a staff meeting up to one hour and twenty minutes. Every teacher will have a prep hour that is equal to the number of minutes the class periods are scheduled for early dismissal days.

Wednesday Abbreviated Schedule:  
Early Dismissal (1 hour early)

**Section 6.**

The Board and RREA continue to recognize that parent-teacher conferences are the primary form of parent report in the elementary schools and that each parent will have at least one conference per semester for that purpose. In order to enhance the opportunity for parent-teacher conference, schools will be dismissed for one (1) day each semester on a school by school rotating basis.

Parent-Teacher conference days and hours shall be planned by each building administrator in consultation with the building staff. In no case shall the Parent-Teacher conference day extend beyond 7:00 p.m. or exceed the total number of normal workday hours. Teachers shall be notified of the date and schedule of Parent-Teacher conferences at least three weeks in advance.

It is further agreed that teachers will continue to make home calls for the purpose of Parent- Teacher conferences when the parents are unable to attend at the school.

**Section 7.**

It is recognized by the Board and the Association that the pupil-teacher ratio is one important aspect of an effective educational program. Therefore the parties agree that every effort will be made to maintain the present system-wide pupil-teacher ratio of approximately 21.1 students per teacher. In computing said ratio, the following categories of certified personnel shall not be included:

Administrators, (except Administrative Assistants for the classes they are regularly scheduled to teach), Counselors, Learning Specialists, Social Workers, and other such non- classroom based bargaining unit members.

**Section 8.**

The following facilities shall be furnished:

- (a) Adequate off-street parking where possible.
- (b) A separate desk for each teacher with lockable drawer space.
- (c) Adequate chalkboard space in every classroom.
- (d) Suitable locker space for the storage of coats and personal articles.
- (e) Copies, for the teacher's exclusive use, of all texts by the teacher for each of the courses he/she is regularly assigned to teach.
- (t) Attendance books, paper, pencils, pens, chalk, erasers, and other similar materials required in daily teaching responsibility.
- (g) Enough desks and chairs for each of the students in the classroom.
- (h) A working telephone with ability to dial all tri-county area codes of student population, as well as the ability to dial 911. From the time the technology ticket is entered into the system a response will be given within 10 working days with a disposition.

**Section 9.**

The Board shall continue to furnish adequate lounge, restroom, and lavatory facilities.

**Section 10.**

No teacher shall be required to earn additional credit hours as a condition of maintaining tenure or employment under the River Rouge tenure policy.

**Section 11.**

The total pupil instruction time in all schools will be not more than the number of hours required by state or federal law. For School Year 2016-17 the requirements are 1098 hours and 180 days. This normal teaching load may be subject to change pursuant to state law, the requirements of state or federal grant requirements subject to any attendant bargaining obligations under Michigan law. Assignments to a supervised study period or academic related duty shall be considered a teacher period for purposes of this Article.

**Section 12.**

A school site-based committee may not modify provisions of the master agreement in whole, or in part, except by mutual written agreement by the Association and the Board.

All teachers will be provided a copy of the School District's Bullying and Harassment Policy at the first professional development of the year.

**Section 13.**

The labor/management committee will be an advisory body made up of three representatives from the Association and three representatives from management. Labor will be represented by one member from each building as determined by the Association President. Management will be represented by three members as determined by the Superintendent. Further, the Association will

have one appointed alternate from each building and management will have one appointed alternate in the case that one of the committee members is unable to attend a meeting.

Meetings will be held regularly on a monthly basis and as often as may be necessary. Meetings shall be held at a date and time agreed upon by the committee. All members will agree that meetings will be made a priority and members will make all diligent efforts to attend meetings. Meetings will be held as long as no fewer than two (2) members (including an alternate) from each side are able to attend.

The committee will not address mandatory subjects of bargaining. Those matters will be addressed through the bargaining process pursuant to the Public Employment Relations Act (PERA). Moreover, the committee is not intended to take the place of or intrude upon the grievance process set forth in this Agreement.

If the committee cannot come to a consensus as to how matters brought before it should be handled, the Association's representatives may make a formal recommendation as to how they believe the matter should be handled. If management does not accept the recommendation it will provide the Association with its written rationale for doing so. Similarly, the Association may make a formal recommendation if it believes that management has not followed through on a matter in which consensus was achieved. Matters before the committee are not grievable unless they fall within the definition of a grievance as defined in this Agreement.

## ARTICLE 5

### JOB SHARING

#### Section 1.

- (a) A maximum of ten (10) full time positions for the purpose of job sharing may be made available upon recommendation of the Superintendent.
- (b) For the purpose of this agreement, job sharing shall mean the occupation of a single staff position by two (2) individuals. In order for a shared position to be approved, the two (2) individuals must prepare a job sharing proposal using an outline prepared by the Superintendent and agree to such a position subject to the conditions of this article if contracted by the Board.
- (c) The Board may approve shared positions to a maximum of ten (10) per school year dependent upon the following:
  - 1. The teacher parties not filing for unemployment benefits while employed in a shared position.
  - 2. When a shared position is terminated, each partner will return to full employment in accordance with this Agreement.
  - 3. Teacher partners may substitute for one another. If a substitute is needed, the partner will be asked first, and compensated at a substitute pay.
  - 4. An agreement by the teacher partners that joint planning will be undertaken whenever they have joint responsibility for the same students. In order to accommodate this requirement, individual arrangements will be made with the administration prior to implementation. Both teachers will attend all parent/teacher conferences.
  - 5. Job sharing assignments shall terminate at the end of each school year.
  - 6. Both parties to a shared assignment must be eligible for continued employment.
- (d) Shared time positions shall be compensated as follows:
  - 1. The experience and educational step for the teacher shall be the same as he/she would be entitled to if employed on a full time basis. This step will determine the salary from which the salary fraction will be computed.
  - 2. Seniority shall accrue to a person in a share time position. The seniority shall be prorated on the same basis as the salary. Sick and personal leave shall be prorated according to the fraction of the position for which the person is employed and rounded to the nearest whole number.
  - 3. The Board will pay the premium for one "set" of fringe benefits (health, dental, vision, LTD, life insurance, etc.). The job sharers may select (in their proposal) the same pro-ration of health benefits as is their pro-ration of salary or, they may select any other division of fringe benefits as they may agree upon.
  - 4. Teachers shall have the option of carrying the unselected benefits at the group rate. The teacher will pay for unselected benefits he/she chooses and/or his/her pro-ration of selected benefits through payroll deduction.

## ARTICLE 6

### SUMMER SCHOOL

#### **Section 1.**

In the event of a summer school program, a list of proposed teaching positions will be made available to all teachers as soon as practical. Teachers desiring to teach in the summer school program shall notify the Superintendent or his/her designee in writing within fifteen (15) school days after posting.

#### **Section 2.**

Teachers regularly employed in the School District of the City of River Rouge who are qualified for available summer school positions and who have notified the Superintendent in accordance with Section 1 of this Article shall be given preference in filling summer school teaching positions.

#### **Section 3.**

The rate of pay for summer school teaching positions shall in no event be lower than the hourly rate as set forth in Schedule B.

## ARTICLE 7

### UNPAID LEAVES OF ABSENCE

#### Section 1.

It shall be the policy of the Board to grant unpaid leaves of absence, subject to the foregoing conditions, for the following reasons: Health, Parental, Military Service, Teacher Corps, and Peace Corps.

- (a) Eligibility for an unpaid leave of absence (excluding Health Leave and Military Leave) shall require a minimum of three (3) years continuous employment by the Board immediately prior to such leave of absence except as provided by law.
- (b) All unpaid leaves of absence shall be arranged in advance except in case of emergency.
- (c) No extension of a leave of absence or a second leave of absence shall be granted except upon the recommendation of the Superintendent.
- (d) A teacher on an unpaid leave of absence shall retain the following employment rights.
  - 1. The same position on the salary scale which he/she held prior to his/her leave.
  - 2. All unused sick leave held by him/her prior to the start of the leave of absence.
- (e) A teacher on an unpaid leave of absence must give written notice to the Superintendent by April 1 of the year the leave expires of his/her intention to return, request an extension, or resign. Failure to furnish such notice may, at the discretion of the Board, lead to dismissal proceedings in accordance with the Tenure Act.
- (f) A teacher upon return from an unpaid leave, as listed in this Article, shall be restored to his/her former position or to a position of like nature and status provided that he/she has the seniority to hold the position.
- (g) Unpaid leaves of absence for specific reasons shall be governed by this Article.
- (h) This section will not apply to leaves of absence requested in accordance with the Family and Medical Leave Act (FMLA). In such cases, the policy, as amended from time to time and adopted by the Board of Education shall govern.

#### Section 2.

Health leaves, when requested by the teacher upon the recommendation by a physician, shall be granted for a specific period of time up to a maximum of one calendar year. A health leave shall include any FMLA leave which is or has been granted for the same or related health condition. FMLA leave shall run concurrently with a teacher's Health Leave.

The parties mutually agree that leave beyond one calendar year is detrimental to the school environment and therefore beyond the scope of a reasonable accommodation by the school district. Accordingly, further Health Leave beyond one calendar year will not be granted by the school district unless, upon written request by the teacher, a special extension is recommended by the Superintendent and approved by the Board. A special extension is at the sole discretion of the school district.

Two weeks prior to the end of the teacher's Health Leave, the Employer shall send a letter via certified mail stating that the leave is expiring and that the teacher must either resign or return to work. The letter shall include the date the leave expires. At the end of a teacher's Health Leave, the teacher must either return to work as instructed by the school district or resign his or her employment

by submitting a letter of resignation to the Superintendent. If the teacher does not return to work or submit a letter of resignation by the end of the health leave, that inaction will be considered an affirmative resignation and the Superintendent will send written notification to the teacher that his or her resignation has been accepted. If the teacher believes that the acceptance of the resignation is in violation of this Agreement, he or she may file a grievance pursuant to Article 9.

When the teacher notifies the school district that his or her health permits return, the Superintendent shall designate an assignment at the beginning of the following semester or school year, at the school district's discretion. Notice of intention to return to duty after a health leave shall be accompanied by a written statement from a physician certifying the fitness of the teacher to return to his or her duties. At its sole option and expense, the school district has the right to send the teacher for a second opinion regarding the teacher's present ability to return to duty.

### **Section 3.**

Parental leave of absence shall be governed and granted upon the following conditions:

- (a) A parental leave may be granted for a period of time not to exceed two (2) consecutive semesters including any FMLA leave which shall run concurrently herewith.
- (b) The leave may be granted to a parent upon the birth, adoption, acquisition of a child through marriage or the assumption of legal responsibilities for a family, or at a reasonable time prior to that date to make preparations thereof.
- (c) A parental leave must be requested not less than sixty (60) days prior to the anticipated leave date and shall continue in duration for periods of whole semesters but for a maximum of two (2) semesters.
- (d) A return from parental leave shall occur at the beginning of a new semester as far as is practical and the employee shall notify the Board of Education not less than sixty (60) days prior to the anticipated date of return.
- (e) A parental leave can be terminated at a point in time less than a full semester only upon the mutual agreement of the parties.
- (f) A teacher returning from parental leave shall return to his/her previous position. Return, at other than semester break, may require temporary assignment until the next semester break.
- (g) A teacher on parental leave shall receive no salary or benefits under this contract during the term of the leave except as provided under the FMLA and/or Board Policies.

### **Section 4.**

Leaves of absence for service in the Teacher Corps or Peace Corps shall be granted for a period not to exceed a maximum of one (1) year subject to the recommendation of the Superintendent.

### **Section 5.**

Any teacher conferred by the salary schedule in Schedule A who enters into active duty in the Armed Forces of the United States because:

- (a) He/she is drafted; or
- (b) He/she has reasonable cause to believe he/she is about to be drafted and enlists in order to become placed in a preferred branch of the military service; or

- (c) He/she is recalled in time of national emergency.

Shall be entitled to be reinstated in the position he/she is vacating, or one of like status upon his/her return from active duty, provided the teacher serves only one (1) draft term, the minimum enlistment term, or until the state of emergency is ended and provided that:

- (a) The position vacated is other than temporary;
- (b) He/she is honorably discharged from the armed services
- (c) He/she applies for re-employment within ninety (90) days after discharge or from hospitalization continuing after discharge for a period of one (1) year, and
- (d) He/she is still qualified to perform the duties of his/her position.

All provisions of this policy shall be in accord with State and Federal laws governing military leaves of absence.

#### **Section 6.**

A job saving leave, without pay or fringe benefits, may be granted to eligible teachers for a period of up to one (1) year. An eligible teacher is any teacher not currently on layoff, and whose position may be filled by someone on the list to be laid-off prior to the beginning of the next school year. Teachers shall notify the Superintendent, in writing, of their intent to go on a job saving leave prior to April 1.

- (a) A job saving leave must commence at the beginning of the following year, unless earlier termination is agreed to by the Board and the teacher.
- (b) When teachers are granted a job saving leave, they shall retain the following employment rights held by them before such leave was granted:
  - (1) Accrual of seniority for a maximum of one (1) year.
  - (2) All insurance benefits at group rates to be paid by the teacher, if available through the carrier.
- (c) In the event a job saving leave extends beyond a year and the teacher wishes to return he/she will be offered a regular teaching contract.

#### **Section 7.**

Request for other than unpaid leaves of absence specified above, or exceptions to the leave policy will be subject to the approval of the Superintendent and/or as required by law. Leaves of absence required or permitted under the FMLA shall be granted in accordance with the policy on that subject adopted by the Board of Education.

#### **Section 8.**

Seniority shall accrue for all teachers on unpaid leave of absence up to one year per Section one (1) of this Article.

#### **Section 9.**

The parties mutually agree that a FMLA Leave will run concurrently with any leave, paid or unpaid, granted by the Board or its agent. This provision is intended to forego the possibility of "tacking on" an FMLA leave after any other type of extended leave.



## ARTICLE 8

### PAID LEAVES OF ABSENCE

#### **Section 1. Allowable Leave Days**

All certified personnel shall be entitled ten (10) Leave Days per year on full pay. Three days will be available the Tuesday following Labor Day. One additional day will be available the second pay period of each month November through May.

If the teacher uses more than the allowable one day per month it shall be an unpaid day unless the teacher has accumulated days available for use.

In the event that the service of any teacher is interrupted by reason of discharge, termination, suspension, or leave and said teacher has utilized more allowable Leave Days than have been accumulated on the monthly basis, then the value of the excess paid for leave days shall be deducted from the last paycheck due to the teacher at the time his/her service is interrupted.

Allowable leave days unused at the end of the school year will be cumulative to a total bank of two hundred (200) days. Allowable leave shall be applied to absences of certified staff for the following reasons:

- (a) Personal Illness
- (b) Family Illness
- (c) Catastrophe
- (d) Religious Holiday

Should allowable leave days be used improperly, such action will result in a loss of pay for the day or the days in questions. Some examples of improper use of leave days would be, but not limited to: Working with or without remuneration (without prior approval of the Superintendent), hunting, fishing, recreational activities and vacations.

It is expressly understood that leave days shall not be used for personal pleasure or to extend a vacation period. The teacher may be asked by the building principal and/or the Superintendent to explain the reason and/or provide reasonable documentation for a leave day requested for a school day immediately before or after a holiday or vacation period. Failure to provide a reason and/or adequate documentation can result in a denial of compensation for the leave day(s) used.

#### **Section 2. Personal Business**

Each member shall be allowed two (2) Personal Business Days each year, non-cumulative.

Personal Business Days may be used for personal business (non-profit, as, for example, mortgage closings, legal requirements, etc. in any one school year. Requests for Personal Business Days must be made 48 hours in advance in writing, stating the general nature of the business to be transacted.

It is expressly understood that Personal Business Days shall not be used for personal pleasure or to extend a vacation period. The teacher may be asked by the building principal and/or the Superintendent to explain the reason and/or provide reasonable documentation for a Personal Business day requested for a school day immediately before or after a holiday or vacation period.

Failure to provide a reason and/or adequate documentation can result in a denial of compensation for the leave day(s) used.

### **Section 3. Bonus Days**

Those individuals employed for the school year who use a combination of five (5) or fewer allowable leave and personal business days in that school year will be awarded a bonus of two (2) additional leave days. This provision pertains to employees hired no later than October 31 of the school year.

Teachers who have accumulated 200 days and use a combination of five (5) or fewer leave and personal business days during each year will receive an off-schedule bonus of \$400.00 to be paid the last pay period in June.

### **Section 4. Procedure for Long Term Absence**

- (a) An employee absent in excess of five (5) consecutive days must provide the Superintendent with a doctor's statement regarding the disability and the earliest anticipated date of non-disability. This must be done within fifteen (15) working days of the beginning of the absence.
- (b) Should an employee remain disabled beyond the established earliest anticipated date of non-disability, another statement from the doctor will be required regarding the continuing disability and a subsequent anticipated date of non-disability.
- (c) Notification of expectation to return from an illness or a disability must be given 24 hours or one (1) working day (whichever is greater) in advance if absence is less than 15 days, 48 hours or two (2) working days (whichever is greater) in advance if absence is greater than fifteen (15) days.
- (d) On return to work an employee who has been absent five (5) or more consecutive days shall furnish the Superintendent or designee with a doctor's statement verifying his/her ability to return to work as a condition of returning to work.

### **Section 5. Non-Deductible Leave Days**

- (a) **Court Appearances**  
Leave days shall be permitted for court appearances required by subpoena.
- (b) **Bereavement Leave**  
No more than five (5) leave days a year shall be permitted at full pay for each death in the immediate family. Immediate family shall include: spouse, children, mother, father, grandparents, father-in-law, mother-in-law, sister, brother, grandchildren, any relative living at home.
- (c) **Act of God Day**  
If school is closed by an "Act of God" as defined by state law, the day shall not be counted as a deductible sick day or a leave day.

### **Section 6. Leave Due to Compensable Injury**

All teachers employed for either the school year or the calendar year who are absent from duty because of an illness or an injury which is compensable under the Michigan Workers Compensation Law shall be allowed annual leave on full pay less the amount received under Worker Compensation to the extent that the pro-ration of their cumulative leave days will cover.

### **Section 7. Association Leave**

The Board shall grant seventeen (17) days per year for professional leave with pay to the Association to be used by officers, committee Chairperson(s), and official delegates of the Association for conferences and workshops, excluding negotiation activities. Said leave days shall not be deducted from the individual sick leave bank and shall be non-cumulative. Approval for Association professional leave days will be granted jointly by the Association President and the Superintendent.

### **Section 8. Jury Duty Leave**

No certificated employee shall suffer loss of pay or leave during an enforced jury duty leave. No leave days will be deducted for a leave of this nature. The teacher will receive the difference between the monies paid by the courts and his/her regular rate of pay. The teacher will agree to make an effort to postpone jury duty assignment until the summer whenever the courts will permit such a postponement.

### **Section 9. Sick Leave Bank**

At the commencement of each school year the school district shall credit to the sick bank two (2) days for each member of the RREA bargaining unit. If there are days remaining at the end of the school year they shall not be carried forward to the next school year.

Teachers who have exhausted their accumulated sick days and have the approval of the sick leave committee shall be entitled to receive additional leave days from the sick bank for a period not to exceed sixty (60) workdays. Days from the bank shall not be granted beyond the time period needed for a teacher to qualify for long term disability.

The Sick Leave Bank shall be administered by the Association. Upon approval of day(s) granted to a teacher from said sick bank, the Association will notify, in writing, the Superintendent or his/her designee. Payment shall be made within two (2) pay periods from the date of notification. The Superintendent or designee will be notified by the Association of any assessment of days made of its members for the sick bank. Records shall be kept by the Association for the bank. The sick bank shall be governed by a sick bank policy established by the Association, Appendix C. The Association shall relieve the School District of any financial exposure due to the administration of the Bank. The Union shall bind itself to pay any expenses, costs, fees, obligations or losses of any kind which may rise in connection with any phase of contest. Legal counsel in any contest arising under this provision shall be selected by the Association.

## ARTICLE 9

### GRIEVANCE PROCEDURE

#### Section 1.

A grievance shall mean a claimed violation, misinterpretation or misapplication of any provision of this Agreement or Board Policies. A complaint or dispute involving the discharge or demotion of a teacher on continuing tenure which may be processed under the provision of the Teachers' Tenure Act shall not be subject to the grievance procedure provided in this Agreement.

#### Section 2.

The formal grievance shall be invoked on a grievance form, included herein as Appendix A, which shall be signed by the grievant and an Association representative. If the grievance involves more than one school building, or affects a group of teachers, or the bargaining unit as a whole, the Association may submit directly to the Superintendent.

#### Section 3.

The number of days provided for the presentation and processing of a grievance in each step of the grievance procedure shall establish the maximum time allowed for the presentation and processing of a grievance. During the summer vacation period grievances may be processed to the extent possible.

#### Section 4.

All grievances shall be presented in accordance with the following procedure:

**STEP ONE** - The grievance shall be presented to the Building Principal within ten (10) school days of the event or occurrence or knowledge thereof upon which the grievance is based. The principal shall attempt to resolve the matter and shall render his/her decision in writing within then (10) school days.

**STEP TWO** - If the grievance is not resolved at Step One, the grievance may be submitted in writing to the Superintendent within five (5) school days after the Principal's decision is communicated to the teacher or the Association in Step One. The Superintendent or his/her designated representative, shall meet with the grievant and/or the Association representative within five (5) school days after the grievance is submitted to the Superintendent in writing in an effort to resolve the grievance. The Superintendent or his/her designated representative shall render his/her decision, in writing, within fifteen (15) school days after the date the grievance was submitted to the Superintendent in writing. A copy of the decision shall be furnished to the grievant and to the Association.

**STEP THREE** - If the grievance is not resolved at Step Two, the Association may submit the same to arbitration providing to the Board a written copy of the AAA Demand to Arbitrate within fifteen (15) school days from the date of the Superintendent or his/her designee's written communication of his/her decision under Step Two.

Following the written notice of request for submission to arbitration the Parties shall attempt to select an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within twelve (12) school days after the date of the request for submission to arbitration, the arbitrator shall be

selected according to the rules of the American Arbitration Association. The arbitrator's fees and expenses shall be shared equally by the Board and the Association. The expenses and compensation of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant.

The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. The decision of the arbitrator shall be final and binding upon the parties.

**Section 5.**

The Board, and/or its designee, may request a meeting with the Association to discuss any grievance which it may have under the terms of this Agreement. Such request shall be in writing and shall state the nature of the matter to be discussed. The Board and/or its designee, and the Association shall meet within five (5) school days after the request is submitted to the Association in an attempt to resolve the grievance. If the matter is unresolved, the Board may submit the unsettled grievance to arbitration in accordance with the limitations and conditions set forth in Step Three of the grievance procedure.

**Section 6.**

The failure of a teacher or the Association to proceed to the next step of the grievance procedure, within the time limits specified shall be deemed an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the grievance. The failure of an administrator, the Board, and/or its designee, to render a decision within the time limits specified shall permit the grievant to proceed to the next step.

**Section 7.**

Teachers shall not leave their classrooms to discuss or process grievances unless they have requested and received permission to do so from the building principal or supervisor. Grievances shall be processed and discussed outside classroom-duty hours to the extent possible.

## ARTICLE 10

### STRIKE AND LOCKOUT PROHIBITION

#### **Section 1.**

The Association agrees that during the term of this Agreement it shall not cause, engage in, or sanction any strike or refusal to perform the duties of employment by any teacher or teachers, and no teacher shall cause or participate in any strike or refusal to perform his/her duties in the course of his/her employment.

#### **Section 2.**

The Board agrees that during the term of this Agreement it shall not lock out teachers covered by this Agreement.

#### **Section 3.**

Sections 1 and 2 of this Article shall be suspended during the period in which negotiations are reopened under Section 2 of Article 21.

## ARTICLE 11

### CIVIL RIGHTS

#### **Section 1.**

The Association agrees to continue to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex, age, or marital status (i.e., single, married, divorced, or separated) and to represent fairly all teachers subject to the terms of this Agreement.

#### **Section 2.**

The Board agrees to continue its policy of not discriminating against any teacher on the basis of race, creed, color, national origin, sex, age, or marital status (i.e., single, married, divorced, or separated) in hiring, placement and assignment of teaching personnel.

## ARTICLE 12

### PROFESSIONAL COMPENSATION

#### Section 1.

The salaries of teachers covered by the terms of this Agreement are set forth in Schedule A which is attached to and made a part of this Agreement.

#### Section 2.

All teachers with one (1) or more year(s) of experience, hired by the Board after the effective date of this Agreement, shall be placed on the proper degree salary schedule at a step determined exclusively by the superintendent of schools, but in no event shall the teacher be placed at a step higher than the fifth step or higher than the number of years of experience, if less than the fifth step.

#### Section 3.

The Board shall continue to make salary adjustments for teachers who are working toward a Masters Degree, a second Masters Degree or Education Specialist Certificate from an accredited university. The teacher must submit a plan of study provided by the university and complete it by the end of the sixth year in order to not have the hours lapse. A teacher shall not be paid for hours that have lapsed.

Salary Credit. After earning the initial eighteen (18) credit hours toward the Masters Degree, the teacher will be paid three-fifths ( $3/5$ th) of the differential between the B.A. and the M.A.

The District will pay the bargaining unit member an additional one-fifth of the salary differential when the teacher has earned one-half of the number of remaining credit hours required for the Masters Degree. The District will pay the bargaining unit member the final one-fifth of the salary differential when he/she has completed the Masters Degree.

The Board shall continue to make salary adjustments for teachers who are working toward a second Master's degree, an Education Specialist Certificate or Doctoral Degree from an Accredited University. The board will pay one-fifth of the salary differential for each one-fifth of the required hours that the teacher has completed toward the degree. A teacher shall not be paid for hours that have lapsed.

#### Section 4.

Evidence of additional hours of graduate work will be presented in the form of an official transcript which must be submitted not later than September 30 in order for the teacher to receive additional placement on the salary schedule for the ensuing school year.

#### Section 5.

Upon the retirement (in accordance with the Michigan Public School Employees Retirement Act), death, or termination of services of a teacher, the accumulated leave in the teacher's allowable leave bank shall have a cash surrender value of fifty percent (50%) of daily rate times the number of days accumulated up to a maximum of 200 with total payout maximum of \$20,000 for any individual employee provided the teacher has taught in the district twenty (20) years or more. However, the teachers who accumulated at least 100 sick days by June 30, 2011 (of which there are no more than



six) are grandfathered under the old agreement for sick leave payout and do not have a limit of the number of sick leave days paid out or a total dollar limit paid out.

**Section 6.**

A teacher who retired from the River Rouge School District in accordance with the Michigan Public School Employees Retirement Act and received pay for accumulated Sick Leave and who later returns to the employ of the District shall be not eligible to receive pay for accumulated sick days when he/she next leaves the employ of the District.

**Section 7.**

Upon written authorization from the teacher, the school district shall deduct from the salary of any teacher and make appropriate remittance for annuity plans approved by the parties. Such approved plans shall include programs provided by the Michigan Education Financial Services Association. Any new annuity plans must have a minimum of five people in order to be approved.

**Section 8.**

Teachers shall have the following options as to the payment of their annual salaries:

- A. Twenty-two payments, from the start to the end of the work year.
- B. Regular bi-weekly equal payments from the start to the end of the contractual year.
- C. The teacher must make an election related to "A" and "B" above at least two (2) weeks prior to the start of school. Failure to make an election will result in the employee receiving twenty-two (22) pays.
  - (1) Notice must be in writing. This election will remain in force unless the teacher notifies in writing of their desire to elect twenty-two (22) pays.
  - (2) Annual notices are not required.
- D. A teacher cannot change options during the school year.
- E. All teachers will be paid through direct deposit.

## ARTICLE 13

### INSURANCE PROTECTION

By law, the District must bid out insurance for all employees. At the time of the tentative agreement, the bid results have not been received or reviewed. The teachers' benefits shall remain the same until December 31, 2016 when the deductible year ends.

Prior to December 31, 2016, the District will submit all bids to RREA to review the details of specific coverages that are being offered within each health plan proposal. A mutually agreed upon date and time between RREA and RRSD will be scheduled to conduct a question and answer session with the appointed health care consultant. The final selection of the health insurance provider will be bargained and agreed upon between RREA and RRSD.

#### Section 1.

The Board shall provide all teachers covered by this Agreement with the following insurance protection:

- (a) **Life Insurance** (MESSA) \$50,000
- (b) **Hospitalization Insurance**  
Members may choose between Choices PPO (1 available option) or MESSA ABC Plan 1 with HSA funded by the district up to the cap.

All members of the bargaining unit shall provide all information necessary to implement the coordination of benefits clause.

- (c) **Basic Dental Insurance** - designated to pay no less than sixty percent (60%) of scheduled fees for Class I and II services to a maximum of \$1,000.00 annually, and seventy-five percent (75%) of scheduled fees for Class III services to a lifetime maximum of \$750.00 rendered by contracting dentists.

In addition, a 50/50/50 plan with a Class III maximum of \$750.00 shall be provided to those employees who have access to dental coverage from another source. This plan shall provide for both internal and external coordination of benefits (COB).

- (d) **Vision Care** - current MESSA VSP2 Plan.
- (e) **Long Term Disability Insurance** - 90 day wait, Modified Fill Program, MESSA Carrier, 60% of pay up to \$3,000 monthly. Employees will have the option to purchase Group Short Term Disability with MESSA as carrier through payroll deduction. The Association agrees to waive the Board Policy of granting additional sick leave.
- (f) **Previously Retired Employees** (except those referenced in Sections 3 and 4, below) - The District shall pay to a teacher who is employed full time in the District and is qualified to receive and is receiving health insurance coverage under the Michigan Public School Employee Retirement System (MPERS) the monthly premium charged to the member by MPERS.

**Section 2.**

For those employees covered by this agreement, except those covered under Section 1, (f) above, and who do not elect health insurance coverage, as provided in Section 1 (b) of this Article, the Board shall provide a MESSA fixed option insurance program (provided MESSA will write the program) which includes:

- (a) MESSA Vision Care Plan - VSP/3
- (b) Delta Dental Plan 80/80/80
- (c) Life Insurance for:  
Spouse \$25,000  
Each dependent child \$12,500
- (d) Cash-in-lieu option as stated on Schedule A shall be paid over equal pays based on work schedule (either 24 or 26 pays), and is not retroactive.

**Section 3.**

In order to avoid unnecessary duplication of health coverage, when two bargaining unit members are eligible for two-party or family coverage, one member shall select hospitalization as provided in Section 1 (b) of this Article, and the other shall be covered by that policy and receive benefits as provided under Section (2) of this Article.

**Section 4.**

Section 125 Cafeteria Plan

- A. The District shall adopt a qualified plan under Section 125 of the Internal Revenue Code (a "Cafeteria Plan") which provides to bargaining unit members:
  - 1. Cash-in-lieu option (cash in lieu of health insurance)
  - 2. Medical reimbursement account for non-covered health expenses and dependent care.
- B. Bargaining unit members who are eligible to receive, but do not elect, the health insurance coverage provided by the district shall receive cash in lieu as reflected on Schedule A, and the dental, vision, long term disability, and life insurance. The cash shall be paid equally over the work schedule of the employee (either 24 or 26 pays). An employee selecting this option must show proof of alternative coverage each enrollment period.
- C. Bargaining unit members electing the reimbursement account shall do so through a salary reduction agreement.
- D. An eligible bargaining unit member who chooses the cash option in lieu of health insurance may elect to receive the health insurance at any time during the year if there is a change in circumstance, for example: the member's spouse loses health insurance coverage; the member gets separated or divorced and loses health insurance coverage. When there is a change which necessitates the member selecting health insurance, the member shall receive a pro-rata portion, only, of the cash.

- E. Funds unexpended at the end of each year shall be donated to the River Rouge Education Association Scholarship Fund.

**Section 5.**

A teacher placed on layoff effective during the months of May through August will continue to receive insurance benefits through August 31<sup>st</sup> of the same year.

## ARTICLE 14

### MISCELLANEOUS

#### **Section 1.**

Continuing contracts, once granted to a teacher by the River Rouge Board of Education, shall remain in force until the teacher is discharged through the regular procedure as outlined in the Michigan Tenure Act, Act Number 4 of the Michigan Public Acts of the First Extra Session of 1937, as amended.

#### **Section 2.**

The Board shall continue to foster in-service training programs for certified teachers in the School District of the City of River Rouge. Mandatory attendance of teachers at in-service training programs may be required when such meetings are held during normal school hours. At the RREA President's request an ad hoc committee of RREA and Board representatives will convene to discuss and recommend in-service needs.

#### **Section 3.**

Staff members or other representatives of the Association shall be permitted to visit school premises for the purpose of investigating and processing grievances provided they do not interfere with classroom activities. Any staff member or representative desiring to visit school premises shall first receive permission from the building principal and shall advise the principal of the reason for such visit.

#### **Section 4.**

Any teacher who is transferred to a supervisory or administrative position and who later returns to teacher status shall be entitled to such rights at the time of his/her return as he/she would have had under this Agreement had he/she remained as a teacher.

#### **Section 5.**

In the event of the absence of a teacher in excess of five (5) consecutive working days, the Board shall require the teacher to furnish the Board, or its designee, a certified statement by a recognized physician regarding said illness.

#### **Section 6.**

For the protection of the students, the Board may require the teacher to file with the Superintendent a statement, signed by a recognized physician that said teacher is free from any communicable disease.

#### **Section 7.**

The Board may continue to grant five (5) days per year with full pay to enable teachers to attend, either at the request of or with the advance approval of the Superintendent, workshops, seminars, conferences or other professional improvement sessions. The Board may pay reasonable expenses incurred by the teacher in attending such professional improvement sessions, which in any event shall not, in the aggregate, exceed the following maximums set forth below:

- (a) Conferences within a 500 mile radius of River Rouge- \$200.00
- (b) Conferences within a 1000 mile radius of River Rouge- \$300.00
- (c) Conferences within a 1500 mile radius of River Rouge - \$400.00
- (d) Conferences outside a 1500 mile radius of River Rouge- \$500.00

Membership in the sponsoring organization shall be a prerequisite for attendance at any national conference or convention. That conference request must relate directly to the teacher's job assignment. Lists of conferences, if received by the administration, will be shared with the professional staff for the purpose of improving the instructional program.

**Section 8.**

Copies of this Agreement shall be provided for all teachers, the Board and other interested parties. Expense of printing shall be shared equally by the Association and the Board.

**Section 9. Maintenance of Standards**

- (a) All conditions of employment, including teaching hours, extra compensation for work outside regular teaching hours, relief periods, leaves, and general working conditions shall be maintained at not less than the highest minimum standards in effect in the district at the time this Agreement is signed provided that such conditions shall be improved for the benefit of teachers as required by the express provisions of this Agreement. This Agreement shall not be interpreted or implied to deprive teachers of professional advantages heretofore enjoyed unless expressly stated herein.
- (b) The duties of any teacher or the responsibilities of any position in the bargaining unit will not be substantially altered or increased without prior negotiation with the Association.
- (c) The Maintenance of Standards Clause will not apply to federal projects of the River Rouge School System.

**Section 10.**

Leadership for instructional improvement, through experimental programs, use of multi-texts, and/or innovative instructional techniques may be provided by any member of the staff. Such efforts are specifically encouraged, but must be planned carefully and coordinated with all involved staff members through the building principal.

**Section 11.**

The rate of pay for Adult Education teaching positions shall be the hourly rate as set forth in Schedule B.

**Section 12.**

Pursuant to Section 15(7) of the Public Employment Relations Act, MCL 423.215(7), an emergency manager appointed under the local government and school district Fiscal Accountability Act, may reject, modify, or terminate this collective bargaining agreement as provided in the local government and school district Fiscal Accountability Act, 2011 PA 4, MCL 141.1501 to 141.1531.

**Section 13.**

Tenured teachers terminated under this provision shall, upon written request to the Superintendent prior to Friday before school opening, be placed on the daily substitute list and will be given district-wide priority for substitute teacher duties based upon seniority for positions for which they are certified. When there are no teachers certified for the specific position on the priority list, then the Board shall fill the substitute position, giving consideration to laid-off teachers of the district.

**Section 14.**

Teachers laid off pursuant to Board policy, may elect to continue group insurance benefits, if available, at their own expense. If recalled to employment, teachers shall be credited with all leave days accumulated prior to termination immediately upon the effective date of the recall.

**Section 15.**

Seniority for all certified teachers will be kept by the School District on a seniority list. The seniority list will be arranged and updated using the following criteria:

- (a) Seniority can be earned only by those employees under contract for a certified position or under contract as a school social worker, school psychologist, or as a laid-off teacher serving as a replacement teacher.
- (b) Seniority will be credited on a monthly basis.
- (c) Ten (10) months credit will equal one (1) year.
- (d) No more than ten (10) months accrual can be credited from September 1 through August 31, of each year.
- (e) Seniority shall accumulate during active employment only, and is not earned for extra-curricular activities, for per diem substituting, for teaching in the adult education program or summer school, or during an unpaid leave, unless provided for in Article 7.
- (f) New hires shall be ranked in the order of their date of employment. In the circumstance of more than one new hire having the same date of employment, a drawing will be held at the board meeting of hiring to determine placement on the seniority list.
- (g) A seniority list shall be provided to every teacher prior to October 1, of each year.

**Section 16.**

Teachers will lose their seniority if they refuse call back to a comparable position. Exceptions will be made for teachers under contract to another school district from which they cannot gain a release. A bargaining unit member on layoff will retain their seniority for six (6) years.

## **ARTICLE 15**

### **AMENDMENT**

#### **Section 1.**

This Agreement may be amended in writing by mutual agreement. All amendments are subject to ratification by the Board and the Association.

## **ARTICLE 16**

### **INVALIDITY**

#### **Section 1.**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to State and Federal laws, all other provisions or applications shall continue in full force and effect.



**ARTICLE 17 - DURATION**



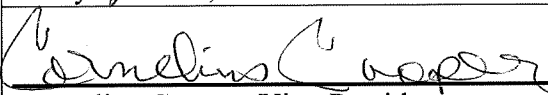
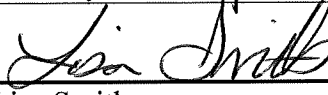
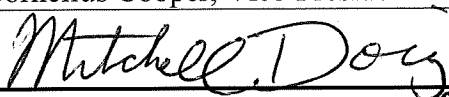
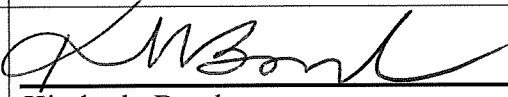
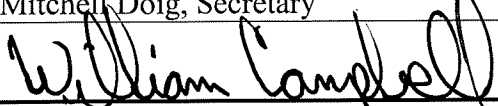
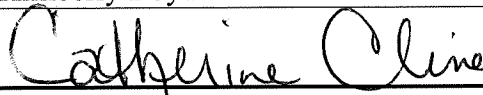
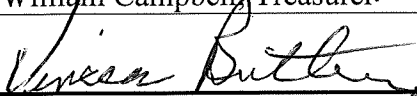
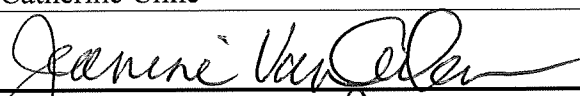
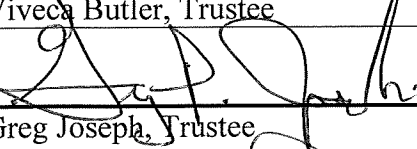
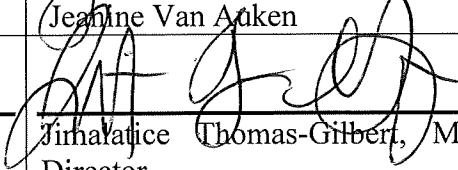

**Section 1.**

This Agreement shall become effective for the 2016-2017 school year and shall remain in full force and effect until June 30, 2019, and shall continue in full force and effect from year to year thereafter unless written notice of a desire to modify or terminate the same is given by either party to the other at least ninety (90) days prior to June 30, 2019, or ninety (90) days prior to any subsequent June 30<sup>th</sup>. Such written notice shall be sent by registered mail and shall specify the desired changes.

**Section 2.**

Schedule A Teacher Salary Scale and Schedule B Supplemental Pay Scale shall remain in effect during the life of this Agreement, provided, however, that upon written notice (specifying the changes desired) to the other party on or prior to January 31, 2019, either party may reopen negotiations of said Schedules, all fringe benefits, and all sub agreements.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

<b>Board of Education of the School District of the City of River Rouge</b>	<b>River Rouge Education Association/MEA</b>
 Darryl Folks II, President	 Anthony Semifero, President RREA
 Cornelius Cooper, Vice-President	 Lisa Smith
 Mitchell Doig, Secretary	 Kimberly Boyd
 William Campbell, Treasurer	 Catherine Cline
 Viveca Butler, Trustee	 Jeanine Van Aiken
 Greg Joseph, Trustee	 Timalatice Thomas-Gilbert, MEA UniServ Director
 Dr. Ingrid Wilson-Johnson, Trustee	

**SCHEDULE A  
TEACHERS SALARY SCHEDULE**

Teachers Salary Schedule 2016-17 (3% Increase)      Lane Changes      No Step

Step	BA	MA	MA2	PHD
0	\$ 39,307	\$ 43,626	\$ 48,162	\$ 52,913
1	\$ 42,593	\$ 46,954	\$ 51,491	\$ 56,245
2	\$ 45,810	\$ 50,584	\$ 55,116	\$ 59,870
3	\$ 49,327	\$ 54,209	\$ 58,749	\$ 63,508
4	\$ 52,502	\$ 57,841	\$ 62,382	\$ 67,258
5	\$ 54,966	\$ 61,461	\$ 66,004	\$ 70,753
6	\$ 57,753	\$ 65,095	\$ 69,637	\$ 74,384
7	\$ 60,562	\$ 68,724	\$ 73,260	\$ 78,012
8	\$ 63,281	\$ 72,566	\$ 77,102	\$ 81,857
9	\$ 66,520	\$ 78,184	\$ 82,716	\$ 87,471

Teacher Salary Schedule 2017-18 (Step Increase)      Lane Changes

Step	BA	MA	MA2	PHD
0	\$ 39,307	\$ 43,626	\$ 48,162	\$ 52,913
1	\$ 42,593	\$ 46,954	\$ 51,491	\$ 56,245
2	\$ 45,810	\$ 50,584	\$ 55,116	\$ 59,870
3	\$ 49,327	\$ 54,209	\$ 58,749	\$ 63,508
4	\$ 52,502	\$ 57,841	\$ 62,382	\$ 67,258
5	\$ 54,966	\$ 61,461	\$ 66,004	\$ 70,753
6	\$ 57,753	\$ 65,095	\$ 69,637	\$ 74,384
7	\$ 60,562	\$ 68,724	\$ 73,260	\$ 78,012
8	\$ 63,281	\$ 72,566	\$ 77,102	\$ 81,857
9	\$ 66,520	\$ 78,184	\$ 82,716	\$ 87,471

Teacher Salary Schedule 2018-19 (Step Increase)      Lane Changes

Step	BA	MA	MA2	PHD
0	\$ 39,307	\$ 43,626	\$ 48,162	\$ 52,913
1	\$ 42,593	\$ 46,954	\$ 51,491	\$ 56,245
2	\$ 45,810	\$ 50,584	\$ 55,116	\$ 59,870
3	\$ 49,327	\$ 54,209	\$ 58,749	\$ 63,508
4	\$ 52,502	\$ 57,841	\$ 62,382	\$ 67,258
5	\$ 54,966	\$ 61,461	\$ 66,004	\$ 70,753
6	\$ 57,753	\$ 65,095	\$ 69,637	\$ 74,384
7	\$ 60,562	\$ 68,724	\$ 73,260	\$ 78,012
8	\$ 63,281	\$ 72,566	\$ 77,102	\$ 81,857
9	\$ 66,520	\$ 78,184	\$ 82,716	\$ 87,471

## SCHEDULE A - CONTINUED

Current members at the top of the scale will receive \$2,000 and will go toward retirement. Payment can be broken up biweekly, lump sum, or bi-annually at the individuals' option.

If a current step 9 member separates prior to the end of the school year 2018-19, the district shall recover the payment on a pro-rata basis deducted from your final check.

Cash-in-lieu schedule: spread over equal pays, based on work schedule (24 or 26 pays), not retroactive.

Single:	\$6,000
Two-Person:	\$8,000
Full Family:	\$10,000

**SCHEDULE B Supplemental Pay Schedule**

Based on Percentage of Annual Bachelor's Degree Minimum for 1996-97, which amount is \$30,760.

POSITION	Supplemental Pay Scale	
	Percent	30,760
Class Advisor Grade 9-10	3.00%	923
Class Advisor Grade 11	4.00%	1,230
Class Advisor Grade 12	5.00%	1,538

**TEACHERS' HOURLY RATE AND SUBSTITUTE TEACHER RATE**

Teacher Hourly Rate \$30.00

Substitute Teacher (per day) \$80.00

- The Board shall have the unilateral right, prior to the beginning of each school year, to establish the daily pay of substitute teachers; said daily rate shall be effective for the entire school year; and said daily rate shall not be established at less than the current daily rate of eighty (\$80.00) dollars per day.
- If a teacher shall teach more than the normal teaching load as set forth in this Agreement, he/she will receive additional compensation at the rate of \$20 per class hour or portion thereof if it is a temporary substitution, and 1/6 of his/her daily salary if it is a permanent substitution.
- Temporary substitution is defined as ten (10) teaching days or less and permanent substitution as more than ten (10) consecutive days in the same position/classroom. It is expressly understood that this provision applies not only to secondary teachers but also to elementary teachers who may for whatever reason teach more than their normal teaching load.
- A bargaining unit member, in a position not compensated by stipend above, after completion of ten (10) hours of work in a pre-approved school activity, shall be compensated at a rate of twenty dollars (\$20) per hour for work performed in a pre-approved activity. The maximum number of hours will be capped at fifty (50).

The following rules will apply to the above hourly – compensated positions:

1. Teachers must complete the application form and have it approved by the principal prior to undertaking any paid activity.
2. The Activity must take place outside of the regularly scheduled pupil contact time, for example, after school, before school or, during the teacher's scheduled lunch time.
3. It is expected that a club will generally meet for one hour per week and that no activity or club meeting lasting fewer than 30 minutes will qualify for payment.
4. Chaperoning will be paid only when the individual has signed up and been designated as a chaperone.
5. Teachers will report their hours on a weekly basis and receive payment in a reasonable time following each marking period.

### **COACHING**

- The school district may determine the rate at which it pays non-bargaining unit members for Schedule B positions, except that no non-bargaining unit member shall be paid more for a given position than a bargaining unit member would be paid, as per Schedule B.
- The Schedule B rate will be based on a percentage of the annual Bachelor's Degree Minimum, (B.A. Step 0) from the 1996-97 Salary Schedule, which amount is \$30,760.

1 **DEFINITIONS:** Class I – High School Cheerleading, Cross Country, Golf, Volleyball Class II – High School Baseball, Hockey, Softball, Swimming, Tennis, Track, Wrestling Class III – High School Football, Basketball Class IV – Middle School Football Class V – Middle School Seventh and Eighth Sports Class VI – All other grade levels

2 Classifications in Classes I, II, & III are relative and based on length of season, program development, number of games or events, number of participants, responsibility for other teams and equipment.

3 As a sport develops based on the previously mentioned criteria and upon the recommendation of the Athletic Director, said Sport may be reclassified.

4 If same coach for two levels of the same sport, then coach will receive 90% of the total stipend for both assignments.

5 Co-Head Coaches will receive the average of the percentage for Head Coach and Assistant Coach.

8. Varsity Head Coaches

Years of Experience	0	1-3	4
CLASS I	8.5%	9%	9.5%
CLASS II	9.5%	10%	10.5%
CLASS III	11%	12%	13%

9. All other coaches

	Varsity Asst.	Jr. Varsity	J.V. Asst.	Freshman
CLASS I	8%	8%	7.5%	7.5%
CLASS II	9%	9%	8%	8%
CLASS III	10%	9.5%	8.5%	8.5%
CLASS IV	7%	7%	7%	7%
CLASS V	5%	5%	5%	5%
CLASS VI	4%	4%	4%	4%

**Schedule C**  
**School District of the City of River Rouge**  
**2016/2017 School Calendar**

**1<sup>st</sup> Semester Begins**

Teacher Work Day – OPTIONAL / UNPAID (No Students)	Aug. 30
Professional Development (No Students)	Aug. 31
Labor Day Recess	Sept. 1-2
Full Day Students	Sept. 06
½ Day Students A.M. / Parent Teacher Conf. P.M. (Students A.M. ONLY)	Oct. 20
Professional Development – Full Day (No Students)	Nov. 08
½ Day Students A.M. – P.M. (No Students & Staff)	Nov. 23
Thanksgiving Break	Nov. 24-25
Classes Resume	Nov. 28
Winter Recess – Dec. 26 - Jan 6 (No Staff & Students)	Dec. 26
Classes Resume	Jan. 09
Martin Luther King, Jr. Day - (No Staff & Students)	Jan. 16
½ Day Students A.M. / Records Day P.M. (End of Semester)	Jan. 20

**2<sup>nd</sup> Semester Begins**

Mid-Winter Break – Feb 20 - 24 (No Staff & Students)	Jan. 25
Classes Resume	Feb. 20
½ Day Students A.M. – Parent Teacher Conf. P.M. (No Students)	Feb. 27
Professional Development – Full Day	Mar. 09
Spring Recess – Apr. 3 – 7 (No Staff & Students)	Mar. 21
Classes Resume	Apr. 03
½ Day Students A.M. – P.M. (No Students & Staff)	Apr. 10
Good Friday - (No Staff & Students)	Apr. 13
1/2 Day Students A.M. – Cinco de Mayo Celebration – P.M.	Apr. 14
Memorial Day Recess (No Staff & Students)	May 05
½ Day Students A.M. – Records Day P.M. (June 19, 20 & 21)	May 29
2 <sup>nd</sup> Semester Ends	Jun. 19-21
	Jun. 21

*\*\*Presumes satisfaction of the hour and day requirements. The excess Act of God days will be made up after June 21, 2017.*

180 Student Days Count Days:  
 182 Teacher Days (includes ProfDev)

Wednesday, October 5, 2016  
 Wednesday, February 8, 2017

\*The Open House Evening September date will be chosen independently by each building. In accordance with State regulations, the first (30) hours/five (5) days when pupil instruction is not provided because of conditions not within the control of school authorities such as severe storms, fires, epidemics or health conditions shall be counted as days of pupil instruction and shall not be rescheduled, or result in any reduction in compensation.

In the event more than thirty (30) hours/five (5) such days occur during the year, the first additional day shall be rescheduled on the date designated for mid-winter recess provided the closed day occurs at least five (5) school days prior to the designated make-up date. Should there not be sufficient days in the midwinter break; any additional such days shall be made up at the end of the school year.

If additional close time beyond thirty-six (36) hours or six (6) days as defined above, then the days shall be rescheduled by adjusting the last day for students the second semester and the records day for teachers in sequence. Non-traditional days of work week (i.e., Saturday and/or Sunday) shall not be used to accommodate these changes in the above calendar.

In the event such rescheduling occurs, additional compensation beyond the annual salary shall not be paid.

Professional Development Day hours will be 7:30 a.m. to 3:00 p.m. with a thirty (30) minute lunch. Half Day Professional Development Days will be three and a half (3 ½) hours.



**Schedule D**  
**School District of the City of River Rouge**  
**2017/2018 School Calendar**

**1<sup>st</sup> Semester Begins**

Teacher Work Day – OPTIONAL / UNPAID (No Students)	Aug. 29
Professional Development (No Students)	Aug. 30
Labor Day Recess	Aug. 31
Full Day Students	Sept. 05
½ Day Students A.M. / Parent Teacher Conf. P.M. (Students A.M. ONLY)	Oct. 19
Professional Development – Full Day (No Students)	Nov. 07
½ Day Students A.M. – P.M. (No Students & Staff)	Nov. 22
Thanksgiving Break	Nov. 23-24
Classes Resume	Nov. 27
Winter Recess – Dec. 25 - Jan 5 (No Staff & Students)	Dec. 25
Classes Resume	Jan. 08
Martin Luther King, Jr. Day - (No Staff & Students)	Jan. 15
½ Day Students A.M. / Records Day P.M. (End of Semester)	Jan. 19

**2<sup>nd</sup> Semester Begins**

Mid-Winter Break – Feb 19 - 23 (No Staff & Students)	Feb. 19
Classes Resume	Feb. 26
½ Day Students A.M. – Parent Teacher Conf. P.M. (No Students)	Mar. 08
Professional Development – Full Day	Mar. 20
½ Day Students A.M. – P.M. (No Students & Staff)	Mar. 29
Good Friday - (No Staff & Students)	Mar. 30
Spring Recess – Apr. 2 – 6 (No Staff & Students)	Apr. 02
Classes Resume	Apr. 09
1/2 Day Students A.M. – Cinco de Mayo Celebration – P.M.	May 04
Memorial Day Recess (No Staff & Students)	May 28
½ Day Students A.M. – Records Day P.M. (June 18, 19 & 20)	Jun. 18-20
2 <sup>nd</sup> Semester Ends	Jun. 20

*\*\*Presumes satisfaction of the hour and day requirements. The excess Act of God days will be made up after June 20, 2018.*

180 Student Days Count Days:	Wednesday, October 4, 2017
182 Teacher Days (includes Prof Dev)	Wednesday, February 14, 2018

\*The Open House Evening September date will be chosen independently by each building. In accordance with State regulations, the first (30) hours/five (5) days when pupil instruction is not provided because of conditions not within the control of school authorities such as severe storms, fires, epidemics or health conditions shall be counted as days of pupil instruction and shall not be rescheduled, or result in any reduction in compensation.

In the event more than thirty (30) hours/five (5) such days occur during the year, the first additional day shall be rescheduled on the date designated for mid-winter recess provided the closed day occurs at least five (5) school days prior to the designated make-up date. Should there not be sufficient days in the midwinter break; any additional such days shall be made up at the end of the school year.

If additional close time beyond thirty-six (36) hours or six (6) days as defined above, then the days shall be rescheduled by adjusting the last day for students the second semester and the records day for teachers in sequence. Non-traditional days of work week (i.e., Saturday and/or Sunday) shall not be used to accommodate these changes in the above calendar.

In the event such rescheduling occurs, additional compensation beyond the annual salary shall not be paid.

Professional Development Day hours will be 7:30 a.m. to 3:00 p.m. with a thirty (30) minute lunch. Half Day Professional Development Days will be three and a half (3 ½) hours.

**School District of the City of River Rouge  
2018/2019 School Calendar**

**1<sup>st</sup> Semester Begins**

Teacher Work Day – OPTIONAL / UNPAID (No Students)	Aug. 28
Professional Development (No Students)	Aug. 29
Labor Day Recess	Aug. 30-31
Full Day Students	Sept. 04
½ Day Students A.M. / Parent Teacher Conf. P.M. (Students A.M. ONLY)	Oct. 18
Family Fall Festival – 4:00 p.m. to 7 p.m.	Oct. 24
Professional Development – Full Day (No Students)	Nov. 06
Professional Development – (No Students all day - No Staff P.M.)	Nov. 21
Thanksgiving Break	Nov. 22-23
Classes Resume	Nov. 26
Winter Recess – Dec. 24 – Jan. 4 (No Staff & Students)	Dec. 24
Classes Resume	Jan. 07
Martin Luther King, Jr. Day - (No Staff & Students)	Jan. 21
½ Day Students A.M. / Records Day P.M. (End of Semester)	Jan. 25

**2<sup>nd</sup> Semester Begins**

	Jan. 28
Mid-Winter Break – Feb 18 - 22 (No Staff & Students)	Feb. 18
Classes Resume	Feb. 25
African American Extravaganza – (1/2 Day Students A.M.)	Feb. 28
½ Day Students A.M. – Parent Teacher Conf. P.M. (No Students)	Mar. 07
Spring Recess – Apr. 1 – 5 (No Staff & Students)	Apr. 01
Classes Resume	Apr. 08
½ Day Students A.M. – P.M. (No Students & Staff)	Apr. 18
Good Friday - (No Staff & Students)	Apr. 19
1/2 Day Students A.M. – Cinco de Mayo Celebration – P.M.	May 03
Memorial Day Recess (No Staff & Students)	May 27
½ Day Students A.M. – Records Day P.M. (June 17, 18 & 19)	Jun. 17-19
2 <sup>nd</sup> Semester Ends	Jun. 19

*\*\*Presumes satisfaction of the hour and day requirements. The excess Act of God days will be made up after June 19, 2019.*

180 Student Days	Count Days: Wed., October 3, 2018
182 Teacher Days (includes Prof Dev)	Wed., February 13, 2019

Revised 6/19/2018

\*The Open House Evening September date will be chosen independently by each building. In accordance with State regulations, the first (30) hours/five (5) days when pupil instruction is not provided because of conditions not within the control of school authorities such as severe storms, fires, epidemics or health conditions shall be counted as days of pupil instruction and shall not be rescheduled, or result in any reduction in compensation.

In the event more than thirty (30) hours/five (5) such days occur during the year, the first additional day shall be rescheduled on the date designated for mid-winter recess provided the closed day occurs at least five (5) school days prior to the designated make-up date. Should there not be sufficient days in the midwinter break; any additional such days shall be made up at the end of the school year.

If additional close time beyond thirty-six (36) hours or six (6) days as defined above, then the days shall be rescheduled by adjusting the last day for students the second semester and the records day for teachers in sequence. Non-traditional days of work week (i.e., Saturday and/or Sunday) shall not be used to accommodate these changes in the above calendar.

In the event such rescheduling occurs, additional compensation beyond the annual salary shall not be paid.

Professional Development Day hours will be 7:30 a.m. to 3:00 p.m. with a thirty (30) minute lunch. Half Day Professional Development Days will be three and a half (3 ½) hours.



**STEP II**

A. Date Received by Superintendent or Designee: \_\_\_\_\_

B. Disposition of Superintendent or Designee: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Position of Grievant and/or Association: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

---

**STEP III**

A. Date "Requested for Submission to Arbitration" was Sent by Board: \_\_\_\_\_

B. Disposition of Board: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Position of Grievant and/or Association: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

---

**STEP IV**

A. Date Submitted to Arbitration: \_\_\_\_\_

B. Resolution: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**APPENDIX B**

**LESSON PLAN FORMAT**

Teacher's Name: \_\_\_\_\_

Subject: \_\_\_\_\_ Grade: \_\_\_\_\_ Hour/Time: \_\_\_\_\_

Date: \_\_\_\_\_ (daily, weekly, unit)

Topic: \_\_\_\_\_

Objective: \_\_\_\_\_

\_\_\_\_\_

Activities

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

Assessment: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Re-teaching Strategies (i.e. individualized, small group, additional work, etc. . .)

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

## APPENDIX C

### RIVER ROUGE EDUCATION ASSOCIATION *SICK LEAVE BANK* POLICY

1 The Sick Bank is established to provide for the possibility of extended protection for individuals who are members of the sick leave bank who have exhausted all accrued sick days and are unable to perform their professional responsibilities because of personal illness or disability.

2 All members of the River Rouge EA Bargaining Unit are members of the Sick Bank. Two days will be credited to the Sick Bank for each member in the River Rouge EA Bargaining Unit at the commencement of each school year. If there are days remaining at the end of the year, they shall not be carried forward to the next year.

3 When the bank total falls below ten (10) days, the Executive Board may have each member credit the bank with one-half (1/2) day. Should a teacher have no days remaining, he/she shall contribute the number owed at the beginning of the next school year.

4 Coverage from the sick bank may be requested after a waiting period of ten (10) working days initially immediately following the exhaustion of a teacher's accrued sick leave days. Said waiting period shall not apply in the case of hospitalization or in the case the member has enough sick days to cover the 10 day waiting period.

5 When applying for a sick bank usage, it is the responsibility of the employee to provide the Association with a physician's (M.D. or D.O., only, not a chiropractor, for example) written statement containing a prognosis and anticipated date of return.

6 The number of days a teacher may draw from the sick leave bank may not exceed sixty (60) workdays per school year.

7 Written application will be made to the sick leave bank committee of the Association. Request forms will be made available in all buildings.

8 The Executive Board of the River Rouge Education Association will function as the review committee and shall govern any appeal regarding use of the sick bank.

9 The sick bank committee shall examine the merits of each case and all requests for use from the sick leave bank will be reviewed and reevaluated every fifteen (15) working days.

10 A second doctor's opinion may be required by the Association, at the employee's expense, after thirty (30) days of sick days.

11 A teacher who draws from the sick leave bank is not obligated to repay sick days.

12 It is the Association's responsibility to present copies of all signed forms requesting sick bank leave usage to the Board, and physician's written statement containing a prognosis and anticipated date of return.