

MASTER AGREEMENT

Between the

RIVERVIEW BOARD OF EDUCATION

And

RIVERVIEW ADMINISTRATIVE CABINET

January 28, 2014

Through

June 30, 2017

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ARTICLE I
PREAMBLE

This agreement entered into this 28th day of January, 2014, by and between the Board of Education of the Riverview Community School District, Wayne County, Michigan, hereinafter called the "Board", and the Riverview Administrative Cabinet, hereinafter called the "RAC".

WITNESSETH

WHEREAS, the Board and the RAC recognize and declare that providing quality education for the children of Riverview is their mutual aim and that the character of such education depends in part upon the quality and morale of the administrative service; and

WHEREAS, the Board and the RAC can best achieve these most important aims by a cooperative and meaningful negotiation process and by depending upon each other's ability, experience and judgment in formulating, understanding, and making decisions that involve matters of mutual concern and which affect the quality of the educational program, and

WHEREAS, the Board and the RAC, following extended and deliberate negotiations, have reached certain understandings.

THEREFORE, the Board and the RAC agree as follows:

ARTICLE II
TEAM MANAGEMENT

The RAC and the Board agree that the team management concept and philosophy as expressed in this contractual agreement is the most beneficial and effective method of administrative operation to use to assure continuing improvement of the Riverview Educational Program. To this end, Administrators and the Board will work together in a professional and ethical manner in their dealings with each other, students, staff, and community in continually striving for excellence in education. Administrators, through their recommendations and participation in administrative meetings, will be provided the means for input in areas appropriate to their responsibilities and will be supportive of decisions reached.

ARTICLE III

Sec. 1. Recognition

The Board hereby recognizes the RAC as the exclusive negotiating representative as defined in Section II, of Act 379, Public Acts of 1965, for all administrators, including personnel on continuing contracts, and probation and including elementary principals, middle school principals, high school principals and assistant principals, and Director of Special Education but excluding the Superintendent, Assistant Superintendent, Business Manager, all central office personnel, and the Director/Supervisor of Maintenance, Buildings and Grounds and Transportation.

Sec. 2. Elimination or Creation of Positions

Before any RAC administrative position is eliminated or new positions which would fall within the RAC are created by the Board, the Board or its representative shall notify the RAC and will meet with the RAC negotiating team to negotiate wages and other working conditions not covered by the present agreement. After good faith bargaining, which might not necessarily result in agreement, the Board may fill the new position. However, the Board must, at the same time, in good faith, establish an interim wage rate and develop preliminary hours and working conditions pending further collective bargaining.

Nothing herein prevents both parties from meeting and mutually agreeing to include or exclude other new or previously existing duties in positions during the term of this contract.

The term "administrator" when used in this Agreement shall refer to all employees represented by RAC in the bargaining unit as above defined. References to male administrators shall include female administrators.

Sec. 3. Administrative Duties--Other

A. Additional Administrative Duties/Extra Curricular Activities/and Programs

Except as otherwise restricted by the Agreement, the Board and Superintendent retain the right to establish additional administrative duties, extra curricular activities, and programs or to discontinue such duties, activities, or programs.

1. Administrative Duties/Extra Curricular Activities

Administrative Duties and Extra Curricular Activities are those responsibilities and assignments typically given an administrator within his/her building or as the administrative representative of his/her building or position and contemplated by the administrator's job description. Such assignments are without additional compensation; however, extra curricular activities, not typically given an administrator, or contemplated by the administrator's job description, for which compensation has already been established, shall continue to be paid.

2. Programs

A program is an organized group or list of plans, other than duties or activities, having a district wide responsibility of the kind set forth in Section B below. Administrators may be assigned the programs set forth below in Section B as directed by the Superintendent without additional compensation. These program assignments may vary from position to position each year and changes will first be discussed with the president of RAC and the involved

RAC administrators for their input. These program assignments will be made by the Superintendent on a fair and equitable basis amongst existing RAC members after conferring with RAC. This will be confirmed by a written communication from the Superintendent.

Without limiting the right of the Board or Superintendent to assign additional program duties, the compensation for additional program duties other than established in Section B below shall be negotiated with RAC. Negotiations shall commence in accordance with Article I, Section 2.

B. Additional Program Duties

1. Elementary Level

- Title I Program
- Latchkey Program
- Supervision of Non-Special Education Paraprofessional Staff
- Michigan Educational Assessment Program
- K-12 Textbook Selection Program
- River-Views, including seeking articles and pictures, establishing deadlines, assisting in preliminary layout, counting out issues, and delivery/payment to post office.
- Community Service. The intent is to assure that all administrators participate in appropriate school authorized community service activities.

2. Secondary Level

- Athletics
- 7-12 Update on Textbooks and Testing Usage
- Community Service. The intent is to assure that all administrators participate in appropriate school authorized community service activities.

C. Outside The District Work

Outside-the-district work for which compensation may be provided is covered in Appendix E. However, such compensation is the responsibility of the outside agency and the individual RAC administrator.

D. Athletic Director

An athletic director will be appointed with responsibility for the 7th through 12th grade athletic program, including all duties associated with the program. This appointee shall work with the high school principal for the 9th through 12th grade athletic program and with the middle school principal for the 7th and 8th grade athletic program. The high school principal and middle school principal shall assist the athletic director, primarily in the areas of coaching selection, and major decisions on schedules.

The high school principal, assistant high school principal, and middle school principal shall attend athletic events as is incumbent upon their positions.

Under this organizational procedure, the high school principal and middle school principal shall be responsible to co-sign evaluations and any other state mandated requirements. The high school and middle school principal may submit independent coaches evaluations to the superintendent if they disagree with the evaluation by the athletic director.

E. Secretarial services designated for athletics shall be supervised and directed by the athletic director.

F. Administrators will not be assigned administrative duties of transportation, however, they will still be responsible to handle normal transportation related parent/student responsibilities. They shall further have responsibility for supervising and evaluating personnel assigned to their building program as directed by the Superintendent, and may receive assistance from other non-RAC administrators in these areas.

G. Nothing contained in this Section will eliminate or modify the District's rights as set forth in Article III, Section 2.

Sec. 4. Deductions and Annuities

Unless mutually agreed, administrators may change their payroll deductions no more than four times per school year. Payroll deductions include but are not limited to withholding exemptions, annuities, credit union, etc. If an administrator changes his/her payroll deductions at the commencement of the school year from those of the previous year, this will count as one of the changes for that school year.

Administrators shall be able to select one annuity company in addition to any selected by other employee groups. Administrators have access to all annuity companies proposed by other employee groups unless prohibited by the rules and regulations of a participating company.

ARTICLE IV

Sec. 1. Administrative Contract

Upon being approved by the Board of Education, administrators shall sign an administrative contract provided by the district. All administrators will sign a new administrative contract upon ratification of this 2014-2017 Master Agreement. No term or condition of an individual administrative contract shall be inconsistent with the master agreement.

Sec. 2. Non-Tenured Status

Administrators shall not obtain tenure in an administrative capacity but shall retain full tenure as a classroom teacher as provided by law.

ARTICLE V SENIORITY-TRANSFER-REDUCTION

Sec. 1. Seniority

A. Seniority for administrators, while serving in an administrative position, is based on the total of all administrative experience in the District. Upon resignation from the District, all accrued administrative seniority is forfeited. If an administrator returns to the teaching staff, he or she shall enter the unit with seniority for all years served as a teacher and as an administrator provided that administrators hired from outside the district after July 1, 1976 shall not accrue teaching seniority for time served as an administrator in Riverview nor accrue any seniority for any service outside Riverview Schools.

B. An administrator's seniority list will be provided in Appendix "A". In the event of a tie (tie meaning two or more administrators being appointed to commence work in a RAC position on the same date), the administrator with the greatest total seniority in the District will be granted the higher seniority. A RAC administrator who takes a non-RAC administrative position of his own volition (but not as a result of necessary reduction) shall not accumulate RAC administrative seniority, but shall retain the amount of seniority earned while serving in a RAC administrative position.

C. The procedures and criteria for re-entering the RAC from a non-RAC administrative position are as follows:

1. If a former RAC administrator now in a non-RAC administrative position within the District wishes to initiate returning to a RAC administrative position and no opening exists nor has there been a new RAC position established, he may return at the start of the school year provided he gives the Superintendent and the President of RAC written notice at least 120 days prior to the start of the school year and it is mutually agreeable to the Board and RAC,

or if the Board eliminates the non-RAC position.

2. If a former RAC administrator holding a non-RAC administrative position within the District which was known to be temporary in nature wishes to return to a RAC administrative position, he may do so when the temporary non-RAC position is terminated. The Superintendent shall inform RAC of such temporary positions.
3. If an opening occurs for an existing or new RAC administrative position, a former RAC administrator, now holding a non-RAC administrative position within the District may return to a RAC administrative position provided he holds certification for whatever position remains after transfers, if any, are put into effect, and provided he/she is approved by the Board.

Sec. 2. Promotions, Demotions and Transfers

Except as otherwise restricted by the Agreement, the Board retains the right to promote, demote and transfer RAC administrators.

A. Promotions

A promotion shall mean a move from one position to another of different title and higher wage as listed on the salary schedule.

B. Demotions

A demotion shall mean the assignment from one position to another of a different title and lower wage as listed on the salary schedule (i.e. reduced in rank) for reasons of job performance, ability, and/or discipline. A demotion can only be for any reason that is not arbitrary or capricious.

C. Transfers

A transfer is defined as a change in assignment to a position bearing the same title and having essentially the same job specifications or to a different title and lower wage as listed on the salary schedule for reasons other than those set forth for demotions in (B) above.

1. Voluntary Transfers-Promotions

Any RAC administrator shall be given an opportunity to seek a transfer (lateral or downward as defined above) or promotion to an open RAC position and will be given priority consideration over non-RAC candidates, but the Superintendent's determination shall be final.

Voluntary transfer and promotion requests shall be submitted in writing to the Superintendent with a copy to the RAC President.

Administrators submitting such a transfer or promotion request shall be interviewed by the Superintendent or his designee as well as the immediate supervisor of the position to be filled in the case of assistant principal.

2. Involuntary Transfers

When in the best interests of the School District an involuntary transfer is contemplated, RAC and the administrator being considered for such transfer will receive a written explanation for the need of the transfer in advance of its taking effect. Unless mutually agreed by both parties that such a meeting is not necessary, the affected administrator and RAC President shall be provided the opportunity to meet with the Superintendent to discuss, review and qualify the necessity for such a transfer and provide alternatives. This meeting, if requested by RAC and/or the administrator, shall take place at least ten (10) working days prior to the transfer taking place.

3. Decisions on voluntary and involuntary transfers are at the discretion of the Superintendent, after he has reviewed all the information presented by the affected administrator and/or RAC as set forth above.

Sec. 3. Reduction

A. The Board retains the right to eliminate administrative positions and/or to reduce the number of administrators.

B. The proposed reduction of administrators will first be discussed at a meeting called by the Superintendent for that purpose. The meeting shall include the Superintendent and at least one officer of the RAC. RAC will be given the opportunity to offer alternatives and suggestions relative to the reduction. The Superintendent shall make the final decision, at his discretion, after taking the alternatives and suggestions presented by RAC to the Board. The Board will not take official action on the elimination of positions or reductions of administrators until the above procedure has been followed.

C. In order to facilitate an orderly reduction in administrative personnel, the following procedures and criteria shall be implemented.

1. The Superintendent will identify the number of administrative positions needed, retaining those currently employed administrators in RAC positions in accordance to Board Policy.

2. Those administrators who are retained may request assignment to certain positions. The Superintendent, at his discretion, will make the final decision as to where the retained administrators are placed.

D. Administrators laid off shall be eligible for recall to the next administrative opening, in accordance with Board policy, within the RAC for which the employee is certified and qualified, subject to the following conditions:

1. Any bargaining unit member currently employed in a RAC administrative position who is laid off shall retain recall rights during said layoff for a period equal to the length of his RAC administrative seniority or for a three-year period, whichever is less.

2. In order to qualify for reinstatement as an administrator after being reduced, the reduced administrator must continue in the employment of the District and must accept the next administrative position offered for which he is certified regardless of the nature, length or classification of said administrative position, and, if appropriate, acceptable to the outside funding source and provided he/she is still eligible for recall as determined in paragraph 1.

E. In the event of a temporary vacancy, the Superintendent or his designee will discuss the need to fill the vacancy with the principal of the building should the vacancy be in the position of an assistant principal. After such discussion in the event of a vacancy in the position of assistant principal, or the Superintendent's own deliberation for all other positions, the Superintendent, at his discretion, will make the decision as to whether or not a reduced administrator will be temporarily recalled to fill the vacancy. It is understood that each temporary vacancy is unique and will be considered on the merits of the conditions existing at the time of the temporary vacancy, and prior decisions of the Superintendent shall not establish binding precedents. The Superintendent may not fill a temporary vacancy of less than fifteen (15) days with a reduced administrator unless the reduced administrator agrees to the recall.

F. Failure to continue in the employment of the District after the reduction, or failure to accept recall, forfeits the reduced administrator's claim for reinstatement as an administrator.

G. The District shall not be required to transfer existing administrators currently employed in RAC positions to accommodate the recall of laid off administrators.

Sec. 4. Certification

Certification requirements for current RAC administrative positions will be in accordance with State certification requirements.

The Board retains the right to establish reasonable qualifications additional to certification requirements as long as they do not conflict with present or future State certification requirements.

ARTICLE VI EVALUATION-ADMINISTRATORS

Sec. 1. Probationary Period

All administrators during their first four years of employment as an administrator, shall be deemed to be in a period of probation for the position to which they were appointed. A portion of this probationary period may be waived by the Board of Education upon the recommendation of the Superintendent.

If at the end of any year of probation the administrator's work is unsatisfactory, he may be dismissed as an administrator.

At least ninety (90) days prior to the end of each probationary year the Superintendent shall provide the administrator with a definite written statement as to the quality of his work, and further stating the status of the administrator for the next year. At least sixty (60) days prior to the end of the school year, the administrator reserves the right to a hearing with the Board of Education to discuss the status of employment.

Upon satisfactory completion of the probationary period the administrator shall be granted an administrative contract.

Only one administrative probationary period will be served by an administrator, unless, after serving the initial probationary period and being placed on a regular administrative contract, his work has become unsatisfactory, and is so documented in his evaluation.

Sec. 2. Evaluation of Subordinate

In the instances where one administrator (subordinate) is working under another administrator (senior) and both positions are RAC administrative positions, the senior building administrator shall evaluate his subordinate if so directed by the Superintendent. The Superintendent shall be responsible for the final evaluation of the subordinate administrator and may incorporate or make reference to the senior building administrator's evaluation. The subordinate administrator shall receive a copy of the directive from the Superintendent to the senior building administrator. The evaluation criteria and form shall be developed by the Superintendent and will be provided to the senior building administrator. This evaluation of the subordinate administrator by the senior building administrator must be completed by October 15 and the subordinate administrator shall receive a signed copy of the evaluation from the senior administrator. A conference shall be held prior to November 1 between the senior building administrator and the subordinate administrator

covering each item of the evaluation if requested by either party. A copy of the conference request will be forwarded to the Superintendent prior to the conference.

Sec. 3. Unsatisfactory Performance

A. Work Performance

Should the Board, upon the recommendation of the Superintendent, determine the work performance of a non-probationary RAC administrator is not satisfactory, a written statement to that effect, detailing the reasons therefor, shall be promptly served upon said administrator. The written statement shall include a detailed explanation of the unsatisfactory performance and suggest specific actions for improvement. If the unsatisfactory work performance specified in the written notification is not corrected, the administrator will be notified no later than 90 days prior to the end of the administrator's current contract of the District's intent to terminate his employment as an administrator at the end of the administrator's current contract. The administrator may request a public or private hearing before the Board to discuss his status. All procedural matters including dismissal shall be in accordance with the School Code of 1976 (Act 451 of 1976, as amended). Probationary administrators – four years or less of service with the district – shall be subject to the procedural requirements of the School Code of 1976 (Act 451 of 1976, as amended).

Nothing herein will prevent both parties from agreeing to a transfer of position should mutual agreement exist. This transfer may take place prior to, or after the probationary period but is not required to take place at all.

B. Conduct Other Than Work Performance

Notwithstanding any other provision of this Master Agreement, including but not limited to Article VI, Section 3-A, an administrator may be terminated for any reason that is not arbitrary or capricious immediately and without any mandatory probation period for matters other than work performance including, by way of example and not limitation: physical violence, physical or mental inability to perform the work duties, insubordination or theft or dishonesty.

Sec. 4. Evaluations

The Board and the RAC recognize the importance of an objective and positive evaluation process. The Superintendent has the responsibility to create and revise appropriate evaluation forms, instruments, criteria and procedures. Prior to implementing said forms, instruments, criteria and procedures, the Superintendent will discuss same with the RAC.

The Superintendent will implement said forms, instruments, criteria and procedures, and will communicate same to the RAC by July 31 of the school year in which they are to be implemented.

The Superintendent may meet with administrators on an individual basis to set job goals and to discuss the administrator's evaluation. The evaluation shall be held in confidence and treated in an ethical manner. The administrator may place a written response to the evaluation of his personnel file.

ARTICLE VII
GRIEVANCE PROCEDURE

A. Definition of a Grievance

A grievance is defined to be a complaint by the RAC or any administrator based on the belief that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement. This grievance and arbitration procedure shall not be applicable where the Board is without legal authority to take the action sought or to remedy a complaint where the matter complained of is not covered by this Agreement. The written forms relating to grievances and/or notifications of violations of this contract shall be those set forth in attached Appendix B. Any administrator may file a grievance. Only the Union President or the Vice President, in the President's absence, may file a grievance for the RAC on its own behalf with the District.

B. Procedures

Step 1. Any administrator with a grievance, or the RAC on its own behalf, believing that there has been a violation, misinterpretation, or misapplication of any specific provision of this Agreement, must first discuss the action with the Superintendent or his designee. The administrator may involve a RAC representative at this and all subsequent steps and must request the step one (1) conference within ten (10) school days of the alleged action. The conference, if requested, must be scheduled within five (5) school days from the date of the request. The Superintendent is not required to respond in writing at this level on a formal grievance form but may respond in writing if he so desires. The grievance disposition by the Superintendent, in writing or otherwise, must be within five (5) school days following the conference day with a copy to the grievant and the President of RAC.

Step 2. In the event that the aggrieved administrator or RAC is not satisfied with the disposition of the grievance at Step 1, he shall, within ten (10) school days after the conference in Step 1 or within ten (10) school days after the receipt of the written response in Step 1 (whichever is applicable), file the grievance in writing, using the form provided in Appendix B, with the Superintendent or his designee. Once a grievance is filed it may not be altered.

Step 3. Within five (5) school days of the filing of the written grievance, the Superintendent or his designee shall hold a conference with whomever signed the grievance. This conference is in addition to the original conference held under Step 1. A copy of the Superintendent's written

grievance answer shall go to the grievant and to the President of RAC within five (5) school days following the conference.

Step 4. In the event the administrator, his representative, or the RAC is not satisfied with the answer of the Superintendent, or if the Superintendent fails to answer the grievance within the prescribed time, the administrator and/or the RAC shall within ten (10) school days from the date of receipt of the written grievance disposition from the Superintendent or twenty (20) days from the date of filing of the grievance if the Superintendent fails to respond submit a letter to the Superintendent informing him of the RAC's intent to go to arbitration before an impartial arbitrator. Within five (5) school days of submission of the notice of intent to arbitrate, the RAC shall submit the matter to the American Arbitration Association in accordance with its rules. In no event shall an arbitrator be empowered to modify, subtract from or alter the provisions of the Agreement, or to arbitrate policies or practices of the Board not covered by this Agreement. The decision of the arbitrator shall be in writing and shall cover only the issues in dispute without recommendations as to other matters.

The Board and RAC shall not be permitted to assert in arbitration any argument or to rely on any evidence not previously disclosed to the other party if requested.

The arbitrator so selected shall hear the matter promptly and shall issue his decision not later than thirty (30) days from the date of the close of the hearing. The arbitrator's decision shall be binding and in writing and shall set forth his findings of fact, reasonings and conclusions on the issues submitted.

The cost for the services of the arbitrator, including expenses, if any, shall be borne equally by the Board and RAC.

C. Time Limits

The time limits provided in this Article shall be strictly observed and may be extended only by written agreement of the parties. In the event the Board fails to answer within the time limits provided in any of the steps of the grievance procedure, the grievance will be deemed to be denied and the grievant may automatically go to the next step within the time limits set forth.

D. Records and Reprisals

No reprisals of any kind shall be taken by or against any party or any participant in the grievance procedure by reason of such participation.

All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.

E. Representation of Grievant

During all phases of the grievance procedure the Board or RAC is entitled to legal counsel if it so desires, with each party paying their own fees and costs. A grievant may not in any event be represented by an officer, agent, or other representative of any other organization other than the RAC and its affiliates.

ARTICLE VIII **RESIGNATION**

A written notice of resignation shall be filed with the Superintendent no later than thirty (30) days prior to the effective date of the resignation, except in cases of mutual agreement to waive such notice, which agreement shall not be unreasonably withheld.

Failure to give the required thirty (30) day notice shall cause the District to withhold one hundred (\$100.00) dollars from the last paycheck of the administrator as a forfeiture, except in cases of mutual agreement to waive such notice as above provided.

ARTICLE IX **RETIREMENT**

A. When a current administrative staff member who qualifies for retirement under the Michigan Public Schools Employees' Retirement Fund, as evidenced by his receiving retirement pay upon leaving the district, terminates his employment with the school district, he shall receive payment at the rate of \$200 per day for 68 days. Eligibility is limited to RAC members who have a minimum of ten (10) years RAC administrative service in the district or thirty (30) years of combined teaching and administrative service in the district.

B. The definition of "qualifies for retirement" means the individual has applied for and is collecting retirement pay from the state system and payment from this district is made pursuant to proof that this has taken place.

ARTICLE X **TERMINATION OF EMPLOYMENT**

Every administrator in good standing who is not retiring under Article IX but who has been employed by the Riverview Community School District as an administrator and/or teacher for ten years or more will, when he terminates his employment, receive one-half (1/2) of the payment set forth in Article IX, Paragraph "B". This provision does not apply to an administrator who is recalled or hired after January 1, 1990.

ARTICLE XI
REASSIGNMENT TO A TEACHING POSITION

Sec. 1. Seniority and Salary Status

Administrators in the Riverview Community School District will retain all years of experience earned as administrators and as a teacher in the Riverview Community School District and these total years shall apply to the teacher seniority list provided that administrators hired from outside the District after July 1, 1976 shall not accrue teaching seniority for time served as an administrator in Riverview nor accrue any seniority for any service outside Riverview Schools. All administrative experience and teaching experience in and outside the Riverview Community School District shall apply to years on the teachers' salary schedule in accordance with the district policy in effect at the time of the initial employment of each individual administrator.

Sec. 2. Teaching Status

An administrator who is reassigned or elects to return to a classroom teaching position and is eligible shall be granted any and all benefits that exist in the REA Master Agreement and shall be treated, in determining said benefits, such as, for example, and not by way of limitation, accumulation of scheduled absence days as if the administrator had been continuously employed as a teacher in the school district during the time he has served as an administrator and/or a teacher. Administrators hired from outside the district after July 1, 1976 shall not accrue teaching seniority for time served as an administrator in Riverview. Once an administrator in a position covered by this agreement elects to go back into the classroom he shall forfeit all rights of reinstatement.

ARTICLE XII
BENEFICIARY

The Board shall pay to the beneficiary of an administrator who died while under contract in the Riverview Community Schools payment for all termination benefits based on the current position on the administrative salary scale.

ARTICLE XIII
TEMPORARY REPLACEMENT

A temporary appointment may be made by the Superintendent to fill a temporary vacancy in an administrative position. A temporary vacancy is defined as an administrative absence of one or more days and is other than a vacancy for which the Board seeks a permanent replacement.

In the event an administrator presently holding another RAC administrative position is the temporary replacement, his/her service in the temporary position shall not exceed thirty (30) work days during the school year.

If the temporary replacement is not a current RAC employee, he/she shall not continue beyond the start of the next school year.

The Superintendent may make a temporary appointment to fill a vacancy represented by RAC, for which the Board seeks a permanent replacement, for up to sixty (60) work days. In the event such time period must be extended the Superintendent may do so after meeting with RAC and discussing the need for such extension. At all times the Board shall attempt in good faith to fill the permanent vacancy.

ARTICLE XIV
PROFESSIONAL GROWTH, PROFESSIONAL MEETINGS AND CONVENTIONS

The parties agree that programs of professional growth are helpful to the well-being of the District. Administrators may attend local, state, or national meetings or conventions at the discretion of the Superintendent. All requests must be in writing and approved in advance of the administrator attending the meeting or convention. The approval will include agreement to provide reimbursement of reasonable travel, lodging, registration, food and gratuity expenses.

In recognition of the importance of these professional growth principles as described above, the Board will consider administrator requests to attend such meetings, provided the requests are made in sufficient time prior to the scheduled event to permit attendance.

ARTICLE XV
WORK YEAR, VACATION TIME, SALARY SCHEDULE, AND MILEAGE

Sec. 1. WORK YEAR - Vacation Time

- A. RAC members will be on 52 week contracts with vacation to be scheduled by mutual agreement of the administrator and Superintendent, preferably in the summer, according to the following schedule:

<u>Position</u>	<u>Vacation Allotted</u>
Senior High Principal	Four (4) Weeks
Middle School Principal	Four (4) Weeks
Elementary Principal	Four (4) Weeks

Assistant Principal
Director of Special Ed.

Four (4) Weeks
Four (4) Weeks

- B. No more than two days vacation may be carried over into the next school year.
- C. As of July 1 of each year, a status report of Appendix "C" remaining days will be provided each administrator.
- D. During the school year, RAC administrators will follow the school calendar covering holidays, but will be available for emergency duty if he/she can be reached locally.
- E. Administrators covered by this contract shall receive (5) paid holidays for the 4th of July and one (1) paid holiday for Labor Day.
- F. All Administrators shall have their 52-week contract commence on August 15 and run through August 14 of the next year.
- G. Work days are defined as all Monday through Friday days of the year except those days which are official holidays when all RAC employees are off. This is for purposes of identifying days for grievances, agency shop, and other similar working days that are non-financial references in this agreement.
- H. Work days are defined as 260 days for purposes of prorating annual compensation. (5 days x 52 weeks = 260 days). In computing work days all Mondays through Fridays during the employment period are counted.

Sec. 2. Wages

The salary schedules are set forth in Appendix "C".

Sec. 3. Mileage

The Board will reimburse administrators at the IRS allowance per mile for approved and required use of an administrator's personal vehicle in the performance of official duties. Requests for reimbursements must be documented on forms provided by the District, showing destination, purpose and mileage and submitted regularly, not less than quarterly, by the administrator.

If an employee of this school district is an employee also of one or more other companies which have adopted plans for employees' disability benefits, and disability benefits to which such employee or his beneficiaries may become entitled under the plans shall be computed on the basis of the total combined pay which the employee is receiving from all such companies and, shall be prorated among the companies on the basis of the pay the employee was receiving from each company, and this school district shall only pay its share thus determined. Any maximum or minimum amounts fixed by these regulations for disability benefits shall apply to the total amount payable by all companies and not to the portion payable by this school district.

The District's sickness and/or injury leave plan under this Article and Section shall terminate upon inception of the L.T.D. provisions as set forth in Article XVII, Section 6.

Sec. 2. Workers' Compensation

Administrators incurring service connected illness or injury will be provided workers' compensation benefits in accordance with the Worker's Compensation Act of Michigan, Act #10, P.A. of 1912 as amended.

ARTICLE XVII **INSURANCE**

Sec. 1. General

A. The Board shall pay the stated cost of the following insurance coverages for each eligible employee and his or her eligible dependents upon written application. The insurance coverage shall be no less than as stated in the Master Agreement. Coverages shall be administered under the rules and regulations of the underwriter.

B. The employee shall report additions/deletions of dependents or changes in coverage status in a timely fashion to the payroll office.

C. The Board retains the right to determine the carrier and to change carriers at the Board's discretion for any benefits provided in this article so long as coverages are comparable. In the event a change of hospitalization coverage is made, RAC administrators would have no less coverage than non-RAC administrators.

D. All insurance programs outlined in this article, shall remain in effect during the life of this Agreement, but shall be terminated at the end of the month in which an administrator resigns from the District or goes on any leave which does not call for the continuation of insurance benefits, subject to the provisions of the COBRA law. For an individual hired or recalled, the insurance

benefits in this Article will go into effect at least on the first day of the month following the hire or recall effective date.

Sec. 2. Hospitalization and Medical Insurance

A. The Board shall pay 80% of the cost of hospitalization and medical insurance comparable to Blue Cross/Blue Shield, CB1 PPO. The Board shall pay the cost of prescription drug coverage. Copays for prescription drugs will be \$10 for generic, and \$40 for all non-generic including generic-not-available drugs.

B. If allowed by the insurance carrier and offered by the District, a RAC administrator may elect not to receive the health insurance provided herein and, in lieu thereof, may receive \$1,800 payable in a tax deferred annuity to be purchased through existing Board authorized annuity programs at the end of his/her contract year. The administrator shall be responsible for filing the necessary annuity documentation with the business office. During his contract year, the RAC administrator may elect to have the health coverage, but if he so elects, the \$1,800 payment is forfeited in its entirety for that contract year. If the RAC administrator elects to have the health insurance during the contract year, the date of coverage will be subject to the requirements of the insurance carrier.

Sec. 3. Dental Insurance

The Board will provide a dental plan comparable to Delta Dental Plan E with orthodontic rider 07. This plan calls for coverage of 80% of Class I benefits - basic dental services; 80% of Class II benefits – prosthodontics dental services; and 80% of Class III benefits - orthodontic dental services. The maximum benefit is \$1,000 per person total per contract year on Class I and II benefits and \$800 lifetime maximum per eligible person for Class III benefits.

Sec. 4. Optical Insurance

The Board will provide a vision plan with the following benefits and retain the right to determine the carrier and to change the carrier at the Board's discretion.

1. Examination 80% of customary and reasonable charges
2. Regular Lenses 80% of customary and reasonable charges
3. Bi-focal Lenses 80% of customary and reasonable charges
4. Tri-focal Lenses 80% of customary and reasonable charges
5. Frames Charges 80% of customary and reasonable charges

6. Contact Lenses 80% of customary and reasonable charges if medically necessary and if not medically necessary \$40 per lens

Examinations, frames and one (1) set of corrective lenses (regular glasses, prescription sunglasses, or contact lenses) will be provided once in a 12 month policy year.

Sec. 5. Life Insurance

The Board shall provide group term life insurance of \$60,000 to age 70, between 70-75 reduced to 67%; and 75 and over reduced to 50%; with an equal amount of accidental death and dismemberment insurance. As provided by the insurance plan, employees have a 31 day conversion right upon termination of employment. Any employee electing his/her right of conversion in order to keep their life insurance in force must contact the insurance carrier and pay the appropriate premium within 31 days of their last day of employment.

Sec. 6. Long Term Disability Insurance

The Board shall pay 80% of the premium to purchase long term disability insurance which will commence after a 180-day waiting period from the inception of the sickness or accidental disability and the following benefits shall be provided:

Accident and sickness disability payments to a minimum age of 65, paying up to 66-2/3% of monthly salary, with offsets as defined by the company, i.e., social security, worker's compensation, salary, etc.

Administrators on accident or disability leave shall be covered by the insurance programs as outlined in this article, unless restricted by the terms and conditions of the underwriters, for the total period of disability.

ARTICLE XVIII **ADMINISTRATIVE ABSENCE**

Administrators are expected to keep their secretary informed when they leave the building. Administrators are expected to inform the Superintendent's office when they are off ill or for personal reasons if they will be absent for ½ day or more.

All vacation requests must be in writing and approved by the Superintendent before the administrator goes on vacation.

ARTICLE XIX

Sec. 1. Absences and Leaves

Leaves of absence as described in this Article shall be applied for in writing, and if granted, permission shall be in writing. The Superintendent shall submit all applications for leaves of absence to the Board for approval. Leaves of absence may be granted, provided the vacancy can be satisfactorily filled.

A person returning from a leave of absence shall be granted credit for the partial year of actual service to the nearest ½ year.

Sec. 2. Probationary Administrators

A probationary administrator may be granted a leave of absence at the discretion of the administration. The probationary period spent prior to the leave of absence shall be given as credit for a partial year of service to the nearest ½ year at the discretion of the Superintendent with the approval of the Board of Education.

Sec. 3. Leaves Covered by the Family and Medical Leave Act of 1993

The Board shall comply with the 1993 Family and Medical Leave Act.

Sec. 4. Advanced Study

Upon the recommendation of the Superintendent, the Board of Education may grant a leave of absence of one year or one semester, without pay and without increment, and subject to extension at the discretion of the Superintendent and the Board of Education, for advanced study in an accredited educational institution.

Sec. 5. Travel and Work Experience

Upon the recommendation of the Superintendent, the Board of Education may grant a leave of absence, without pay and without increment in the salary schedule, for cultural travel or work experience related to education.

Sec. 6. Sabbatical Leave

A. Sabbatical leave may be granted to administrators holding Master's Degrees. The purpose shall be for further advanced education, for work on publishing professional writings, for research in the advancement of education, or for participation in a special project.

B. One year sabbatical leave may be granted after seven (7) years of satisfactory professional services in the Riverview School system. A second sabbatical leave may be granted upon seven (7) years service after the return from a first such leave.

C. Not more than one administrator may be granted such leave in any one year. Applications shall be made to the Superintendent's office in writing and shall state information of purpose, specific plans and program to be pursued.

D. Sabbatical leave shall be for the equivalent of the administrator's work year. If extenuating conditions suggest that such leave be divided into two discontinuous half-year periods, the approval of the Superintendent shall be necessary.

E. Such leave may be granted provided that the administrator agrees to return to the Riverview School system for a period of not less than three (3) school years after completion of the leave.

F. Upon completion of the sabbatical leave, the administrator shall present to the Superintendent proof of work accomplished.

G. An administrator on sabbatical leave shall be paid at three-fourths of the contract salary being received by him at the time leave is granted. Such payment is to be made in three (3) equal installments, one-third in each year of the first three (3) years after his return.

H. The salary increment shall be recognized during the sabbatical leave.

Sec. 7. Political or Professional Employment

Upon the recommendation of the Superintendent, the Board of Education may grant a leave of absence, without pay, increment, benefits, or seniority to an administrator who has been elected or appointed to public office or a governmental position.

Sec. 8. Return From Leave of Absence/Leave Replacement

An administrator granted any leave of absence by the Board of Education shall be returned to the same or similar position when he returns from leave. Upon the return of the administrator from his leave, any replacement put into his position shall return to his former position and classification. This procedure affects all administrators who have been moved because of administrative leaves. All administrators who replace other administrators due to administrative leaves shall receive appropriate compensation and benefits for the administrative position in which they are being asked to serve.

ARTICLE XX
SUBSTITUTING

An administrator shall not be required to substitute for a teacher except in emergency.

ARTICLE XXI
COMPLAINTS AGAINST ADMINISTRATORS

Complaints in any form, written or verbal, directed toward an administrator shall be called to the administrator's attention if a record is to be made of such complaint(s). The administrator shall be notified in writing within a reasonable time period. The administrator shall have an opportunity to provide a written response.

Central Office administrators shall direct complainants to discuss the complaint with the RAC administrator involved. If the complainant appeals to a higher authority, such RAC administrator shall be given an opportunity to provide the necessary background information in person and/or by confidential memorandum.

Procedures involving complaints and the consequences resulting therefrom shall not circumvent the administrative evaluation and/or disciplinary procedures.

If an administrator has a legal complaint lodged against him/her as a result of any action taken within his/her jurisdiction, the Board shall provide legal counsel and render all necessary assistance for the protection of the administrator subject to the following conditions:

1. The activity that gave rise to the complaint must have been within the scope of the administrator's employment;
2. The administrator acted in a manner which is perceived, in good faith, to be in the best interests of the School District;
3. With respect to any criminal action or proceeding, the administrator did not reasonably believe that his/her conduct was unlawful.

The Board shall arrange for and maintain insurance for the protection of each administrator as outlined in Article XXIII. Coverage shall be sufficiently broad to protect administrators in both curricular and extra-curricular activities when acting within the scope of their responsibility.

Time lost by an administrator in connection with the complaint or suit, as mentioned in this Article, shall not be charged against the administrator, provided it is determined that the administrator was acting within the scope of his/her responsibility.

ARTICLE XXII
MISCELLANEOUS PROVISIONS

A. Legal Rights

Nothing contained herein shall be construed to deny or restrict to any administrator such rights provided him/her under the Michigan General School Laws or other applicable laws and regulations.

The right granted to administrators hereunder shall be deemed to be in addition to those provided citizens of this state.

B. Coaching

RAC administrators, except those assigned to coaching positions prior to July 1, 1998, shall not be considered for or assigned to district coaching positions.

C. New Staff Interviews

Each administrator shall participate in interviews and make recommendations regarding all personnel, certified and non-certified, being considered for assignment to his/her building, program or department, prior to such assignment being made. Final approval rests with the Superintendent.

D. Staff Assignments

Each building principal and/or supervisor shall have the right to determine internal building, program or department assignments subject to final approval of the Superintendent.

E. Administrator Personnel Authority

All personnel assigned to a building, whether such assignment is permanent, temporary or transient, shall be directly responsible and accountable to that building administrator concerning policies, rules, and practices of that building.

F. Administrative Support Services

The Board shall provide all necessary support and assistance to administrators with respect to maintenance of control and discipline in the buildings, on school grounds, and at district related functions.

G. Assault on an Administrator

Any case of assault upon an administrator while on duty or within the scope of the administrator's responsibility, shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel and shall render assistance to the administrator in connection with the handling of the incident by law enforcement and judicial authorities.

H. Reimbursement for Personal Property Loss

The Board will reimburse an administrator for any loss of, or damage or destruction to, any personal property suffered while the administrator is on duty on school premises or at school sponsored or related activities. All claims, proofs in support thereof, and other supporting documents shall be presented to the Superintendent. The decision of the Superintendent as to reimbursement shall be final and not subject to the grievance procedure. Reimbursement shall be made only for loss occasioned by the occurrence of one of the following, and will be subject to depreciation:

1. Assault, or as the result of the use of physical force upon the administrator.
2. Theft from the administrator. Reimbursement by the Board shall not exceed one-hundred (\$100.00) dollars to any administrator for any item and there shall be no reimbursement if negligence can be determined. The administrator must provide proof that the stolen article was on school property and that it was appropriate to have such personal property on school premises.
3. Verified malicious destruction of the administrator's personal property. Any claim arising from malicious destruction shall be made to the District's insurance carrier under the terms of its coverages. In the event the loss is not covered or a deductible is applied by the insurance carrier, such loss or deductible will be recoverable from the District under the terms of this Article to a limit of five hundred dollars (\$500.00).

ARTICLE XXIII
LIABILITY COVERAGE

RAC administrators shall be covered under the District's Comprehensive General Liability Policy or other appropriate liability policies at no less than \$1,000,000 in coverage for each occurrence. The Board shall provide RAC information concerning the extent of insurance coverage upon request.

ARTICLE XXIV
REVIEW OF PERSONNEL FILE

An administrator's official employment personnel file shall be the one which exists in the central

administration office. Files (other than personnel files) may be maintained by the Business Manager, Assistant Superintendent, and Superintendent but are to be considered to be working files and as such, not covered by this article.

It is understood that the Superintendent or designated central office administrators may use information from the personnel file for grievance or disciplinary action involving the affected administrator and this may include copies of items in the file.

Before any material is placed in an administrator's official employment personnel file he/she shall be given the opportunity to read, attach an answer in writing, and sign such material. It shall be the right of any administrator to examine his/her official personnel file upon request, said official file to be the one in the central office personnel department. In the event the administrator refuses to sign material to be placed in the file, the Superintendent or his central office designee may include said materials, noting the administrator's refusal after that administrator has been given the opportunity to read the material. Administrators shall be given notice of all written negative descriptions of administrative performance, which shall be subject to examination by the administrator.

An administrator who maintains a discipline free record for a period of four (4) years shall have all disciplinary materials removed from his personnel file, except that offenses, which may arguably have been dischargeable in the first instance, shall remain on the record at the sole discretion of the school board.

This Article incorporates by reference the Bullard-Plawecki Employee Right to Know Act.

ARTICLE XXV **MANAGEMENT RIGHTS**

The RAC recognizes that the Board on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including but not limited to the following rights:

1. To the executive management and administrative control of the school system and its properties, and facilities, and its employees.
2. To hire all employees and subject to the provisions of the law to determine their qualifications and the conditions for their continued employment, or their discipline, job descriptions, job duties, assignment, dismissal or demotion; and to promote, and transfer all such employees.
3. To determine student and building schedules, the hours of work, and the duties,

responsibilities, and assignment of administrators and other employees with respect thereto.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and the practice 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 during the term of this Agreement and then only to the extent such specific and express terms hereof are in accordance with the Constitution and laws of the State of Michigan and the United States.

ARTICLE XXVI
TERMINATION AND REOPENER

Sec. 1. Termination


This contract terminates effective June 30, 2017. It shall terminate in its full force and effect unless there is official action on the part of both parties in official sessions and recorded in the minutes of same giving continuation.

Sec. 2. Re-Opener

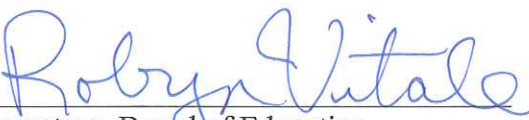
At least one hundred twenty (120) days prior to the expiration of this Agreement the parties shall begin negotiations for a new Agreement covering wages, hours, terms and conditions of employment of administrators employed by the Board. Upon the showing of good cause and by mutual consent, negotiations may be convened by the negotiating teams for the Board and the Association prior to the established time limit.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this 28th day of January, 2014.

Riverview Community School District



President, Board of Education



Secretary, Board of Education

Riverview Administrative Cabinet



RAC President



RAC Secretary

(APPENDIX A)

RAC ADMINISTRATIVE SENIORITY LIST
(Accumulated Through August 15, 2014)

Name	Administrative Service Dates Utilized for RAC Seniority	Total RAC Seniority	Dates of All Service in District	Years of Service in District including Teaching Seniority
Howard Berlin	4/97-8/14	17 yr. 4 mo.	1/95-8/14	19 yr. 7 mo.
Nancy Holloway	6/97-8/14	17 yr. 2 mo.	10/76-3/78 9/85-1/87 6/87-8/14	29 yr. 11 mo.
Andrew Zulewski	8/07-8/14	7 years	9/97-8/14	17 years
Tim Barlage	7/12-8/14	2 years	7/12-8/14	2 years
Jason Gribble	7/12-8/14	2 years	7/12-8/14	2 years
Joseph Hatzl	7/12-8/14	2 years	8/99-8/14	15 years
Rodney Flint	7/13-8/14	1 year	6/03-8/14	11 years
Angelyn Rolak	11/13-8/14	1 year	3/03-8/14	11 yr. 3 mo.

Each year is treated as 12 months with any day worked in a month constituting the counting of that month. It is understood that the seniority list does not govern the placement of administrators on the salary schedule.

(APPENDIX B)
RAC GRIEVANCE FORM

Grievance No. _____

Name of Grievant

Date Grievance Occurred

STEP I

Violation: Article _____ Section _____ Page _____
1. Statement of Grievance _____

2. Action Requested (Relief Sought) _____

Signature of Grievant

Date Grievance Filed

Signature of Superintendent or
Designee Receiving Grievance

Date of Receipt of Grievance by
Superintendent

.....
STEP II

Disposition of Grievance by Superintendent or Designee: _____

Grievance Denied or Accepted.

(Cross out one which does not apply)

Signature of Superintendent
or Designee

Date Grievance Acted Upon by
Superintendent

Signature of Grievant Indicating Receipt
of Superintendent's Decision

Date Grievant Received Superintendent's
Reply

(APPENDIX C)
SALARY SCHEDULE

Salary Schedule	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Special Education Director	\$91,246	\$94,246	\$97,246	\$100,246
Assistant Middle School Principal	\$85,723	\$88,723	\$91,723	\$94,723
Assistant High School Principal	\$91,246	\$94,246	\$97,246	\$100,246
Elementary Principal	\$93,262	\$96,262	\$99,262	\$102,262
Middle School Principal	\$97,582	\$100,582	\$103,582	\$106,582
High School Principal	\$105,359	\$108,359	\$111,359	\$114,359

Steps will be granted for the 2014-2015 school year and frozen for the 2015-2016 and 2016-2017 school years.

Merit Pay:

In connection with and part of the requirements of Race-to-the-Top legislation requiring that job performance be a significant factor in determining compensation and additional compensation as otherwise addressed in this Agreement, the Administrator shall be eligible for an additional annual compensation not to exceed \$1,500 (One Thousand Five Hundred Dollars).

This amount will be reduced for all RAC members, excluding those on Step 4 for the 2014-2015 school year only, in relation to the 2013-2014 effective retirement rate (24.79%) for the district as follows:

$$\text{Merit Pay} = \$1,500 - \text{Administrator Salary (Current effective retirement rate -24.79\%)}$$

As an example, if the administrator salary is \$100,000 and the current effective retirement rate for the district is 25.79%, then the maximum merit pay for the administrator will be calculated as follows:

$$\text{Merit Pay} = \$1,500 - \$100,000(25.32\%-24.32\%) = \$500.$$

Extra Hours Credit:

The following dollar amounts shall be added to an administrator's base salary upon attainment of graduate credit hours and advanced degrees, per the following schedule:

	<u>M.A.</u>	<u>M.A. +15</u>	<u>M.A. +30</u>	<u>Ed. Spec.</u>	<u>Doctorate</u>
Base	\$900	\$1,800	\$2,700	\$3,600	

Additional Pay:

It is the goal of the Board to gradually increase the fund balance to the recommended 15% of expenditures. At the same time, the Board desires to treat the RAC members fairly. This proposal accomplishes both objectives.

- First \$350,000 of annual operating surplus goes to the Fund Balance.
- 4% of annual operating surplus in excess of \$350,000 distributed to RAC members on a FTE pro-rata basis.
- Distribution will be made within 60 days of the Board's acceptance of the annual audit. To be eligible for the distribution, must be a current employee at the time of distribution and must have worked the entire year.

This proposal is applicable for the duration of this agreement only. It will not continue unless negotiated into the successor agreement.

(APPENDIX D)
OUTSIDE-THE-DISTRICT WORK

In the event an outside agency proposed to establish a program utilizing the District's buildings after normal working hours which requires administrative supervision, the District will require consideration of qualified RAC administrators if such program scheduling does not conflict with their normal duties. If the outside agency decides not to employ RAC administrators, the District is still free to contract with the outside agency.

If the outside agency decides to utilize existing qualified District administrators, the Superintendent will notify all RAC administrators of the nature of the administrative duties and invite interested RAC members to indicate their interest in writing within one week of the notification. The Superintendent will review the requirements of the administrative position in light of the applicants' present responsibilities and determine which administrators, if any, are eligible to perform the additional administrative responsibilities and submit the list of eligible administrators to the outside agency with a copy to the RAC President.

The notification from the Superintendent need only be sent to RAC administrators currently holding an administrative position.