

AGREEMENT

**REDFORD UNION
BOARD OF EDUCATION**

and the

**WAYNE COUNTY
MICHIGAN EDUCATION ASSOCIATION/
NATIONAL EDUCATION ASSOCIATION**

**WAYNE COUNTY
MEA/NEA**

2010-2013

Approved by the Board of Education 3/14/2011

**REDFORD UNION BOARD OF EDUCATION &
WAYNE COUNTY MEA/NEA/RUEA AGREEMENT**

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This Agreement entered into this 1st day of September, 2010 by and between the Board of Education of the Redford Union School District No. 1, hereinafter called the Employer and the Wayne County MEA/NEA, hereinafter called the Union, which shall designate the Wayne County MEA/NEA in its representative capacity for the employees of the Redford Union School District No. 1 in the bargaining unit recognized in Article I.

WITNESSETH

WHEREAS, the Board and Union recognize and declare that providing a quality education for the children of the Redford Union Schools is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are qualified to assist in formulating policies and programs designed to improve educational standards, and

WHEREAS, the Board has a statutory obligation, pursuant to the Michigan Public Employment Relations Act and the election held by the State Labor Mediation Board to bargain with the Union as the representative of its teaching personnel with respect to hours, wages, terms, and conditions of employment, and

WHEREAS, the parties, following extended and deliberate professional negotiations, have reached certain understandings,

NOW, THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I: RECOGNITION

A. The Board hereby recognizes the Union as the exclusive and sole bargaining agent as defined in the Michigan Public Employment Relations Act, as amended, for all personnel who are within the appropriate bargaining unit, described and defined as:

All certified contractual personnel including psychologists, counselors, social workers, speech pathologists, audiologists, nurses, JROTC instructors and teacher consultants under contract or on approved leave of absence, excluding substitute personnel, all supervisory, administrative and executive personnel such as: superintendent, assistant superintendents, principals, assistant principals, directors, supervisors, vocational education coordinators, coordinators of emotionally impaired, coordinator of alternative education and all other employees.

B. The terms Teacher or Employee singular or plural, when used hereinafter in this Agreement, shall refer to all employees represented by the Union in the bargaining unit as defined above, and references to one gender shall include the other gender.

C. The Employer agrees not to negotiate with or recognize any teachers' organization other than the Union for the duration of this Agreement.

D. All teachers shall have signed an individual contract to which the terms and conditions of the Agreement are hereby incorporated by reference. To the extent that the provisions of

any individual contract and this Agreement may be inconsistent, the provisions of this Agreement shall be controlling.

ARTICLE II: BOARD AND ADMINISTRATION RIGHTS

It is recognized that Michigan law makes the Board legally responsible for the operation of the Redford Union School system in all respects. In meeting such responsibilities the Board acts through its administrative staff. Such responsibilities include, without being limited to, the establishment of educational policies, the construction or acquisition and the maintenance of school buildings and equipment, the hiring, transfer, assignment, supervision, promotion, and termination of the services of staff members and the establishment and revision of rules pertaining to the work and conduct of staff members. Michigan law gives the Board authority necessary to discharge all of its responsibilities. The Board and administrative staff shall be free to exercise all such rights and authority to the extent permitted by law, provided, however, that no actions shall violate any of the express terms of this Agreement.

ARTICLE III: TEACHERS RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every teacher as herein defined shall have the right to freely organize, join and support the Union for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under law of the State of Michigan, the Board undertakes that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act, or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to his/her hours, wages, or other terms or conditions of employment by reason of his/her membership in the Union, his/her participation in any activities of the Union, or in order to encourage or discourage membership in the Union, contrary to the provisions of the Act as amended.
- B. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status.
- C. It is the policy of the Board and the Union that members have the right to join organizations of their own choice including organizations of classroom teachers seeking improvement of teaching conditions, but excluding willful and knowing membership in an organization advocating the overthrow of the United States Government.

ARTICLE IV: RIGHTS OF THE UNION

- A. The Board agrees to rent office space to the local Union if space is available. Further, the Board agrees to allow the local Union to have a telephone installed in its office facility at Union expense. The local Union agrees to furnish and maintain this facility and its contents at its own expense.
- B. The Union shall have the right to use school building facilities for meetings without charge subject to Board Policy. The Union shall be considered under the same policy as all other applicants for its use. Union activities that are specified in the School District calendar shall take precedence over all other reservations for the high school auditorium.

- C. At least one bulletin board shall be reserved in an accessible place in each school for the exclusive use of the Union.
- D. The Union through its building representatives shall have the right to place materials in the mailboxes of teachers. The Union agrees to identify properly and to stamp all materials not otherwise identified as originating from the RUEA, the MEA, or the NEA. The Board shall not be responsible for this material in any manner.
- E. The Union shall have the right to reasonable use of interschool communications. The Board shall not be responsible for any material or the loss thereof.
- F. Consistent with its obligation under the Michigan Public Employment Relations Act, MCL 423.201 *et seq.*, the Board agrees, upon written request from the Union, to provide information that is relevant and necessary to conduct negotiations with the Board with respect to mandatory subjects of bargaining and necessary and relevant in the processing of grievances pursuant to the grievance and arbitration provisions of this Agreement. The Board may assess and charge the Union for the costs of retrieval, compilation and copying according to the costs charged by the Board for providing information to the public in response to information requests under the Michigan Freedom of Information Act, MCL 15.231 *et seq.*
- G. The RUEA District Director shall be relieved of three consecutive periods per day, which includes a teaching preparation period, if he/she is a secondary teacher, and an equivalent time if he/she is an elementary teacher. The Union agrees to remit, upon request, to the Board on a quarterly basis the proportionate amount of the District's cost for the MPERS retirement contribution and the FICA payment for the teacher attributable to the time the teacher is relieved as reimbursement of these costs for this release. The Director shall make every effort to conduct Union business during the release time. If scheduling permits, the release time for the union president will occur in the afternoon.

The Union shall be granted the opportunity to purchase, at the present substitute rate, up to sixty (60) leave days per school year for professional activities. A teacher shall be authorized to use such Association business leave provided he/she submits written notice to the Superintendent no later than 4:30 p.m. of the day prior to the proposed use, which notice shall bear the approval of the RUEA District Director.

The Union will not authorize more than fifteen (15) absences for any one teacher in the course of the school year, except for those responsible for processing grievances, and the Union will not authorize more than nine (9) teachers on any one day. No union member may use these days for activities outside the District for more than eight (8) days per year.

When bargaining with both teams is scheduled during the school day, no Union time will be charged to release the Union bargaining team.

The Director will work with the Administration to minimize the cost impact to the District of his/her release. However, the final authority for the Director's assignment is retained by the Superintendent.

- H. The principal shall recognize the elected Union representative as the official representative of the Union in the school. The principal shall meet at reasonable intervals with the Union representatives, or upon request of either party, to discuss school problems and policies as they relate to established Board policies and procedures and this Agreement.
- I. Any employee who is elected president of the WC/MEA/NEA may be granted a leave of absence for up to one year without pay.
- J. The District Director or his/her designee shall have the right to determine who the union representative will be in each case where union representation is provided in this Agreement provided the notice is given in a timely manner.

ARTICLE V: TEACHER RESPONSIBILITIES

A high degree of professionalism and educational service requires the cooperative efforts of all concerned. Responsibilities of the teachers in such an enterprise shall include among others:

- A. Each teacher shall strive for excellence in teaching and shall be encouraged to take advantage of opportunities for improving his/her teaching skills and his/her relationships with the students and staff, and to cooperate professionally to develop and maintain a quality instructional program. The latter would include, for example, such activities as committee participation in research and development of the educational programs.
- B. Education is a cooperative process with teacher, parents, and community agencies working together for the benefit of the child. For this reason, such gatherings as open houses, parent-teacher meetings, and certain other activities are scheduled. While there is no set requirement for attendance at parent-teacher association meetings and other like meetings in which the public is involved, teachers recognize that they are the school's representatives and that during the course of the year the meetings should be attended by a sufficient number of staff members to demonstrate the sincere professional interest that the school has in community affairs.
- C. All teachers employed by the Board for regular teaching assignments shall have a valid teaching certificate, license, permit and/or authorization issued by the State of Michigan Department of Education. Each teacher shall have the responsibility for securing and maintaining full State certification. Any individual who does not have on file with the district, proof of the above valid certificate, license, permit and/or authorization by June 30 of the year prior to the upcoming school year WILL BE TERMINATED. Proof of current certificate, license, permit and/or authorization shall consist of at least one (1) of the following:
 - Original copy of the State of Michigan certificate, license, permit and/or authorization
 - 90-day approval letter from an accredited institution indicating that a State of Michigan certificate, license, permit and/or authorization has been applied for.
 - Posting on the State of Michigan Department of Education website.

The Board shall pay any necessary application and renewal fees if the Board employs or agrees to assign a teacher to a position in which the teacher needs an emergency certificate.

- D. Teachers should notify the district as soon as possible of their intent to terminate employment.
- E. In cases of emergency, to insure the safety of the children within the building, teachers are expected to remain on duty until dismissal by the principal.
- F. Teachers will be available for parent or student conferences whenever such requests are reasonable. Whenever possible, conferences will be pre-arranged with the teacher.
- G. Teachers are encouraged to continue to volunteer services in supervising student related activities, which enhance the effectiveness of the total school program and for which there is no remuneration. Such activities may be initiated and sustained only with administrative approval but are necessarily dependent upon student interest and the effective leadership of qualified teachers in the attainment of their goals.
- H. Teachers are expected to be in class on time, to maintain control of their classes and to be aware that their prime concern is for the educational growth and development, safety, and well being of the students in their charge.

The teachers' responsibility to the student is not limited to the classroom but extends to corridors. The teachers' professional responsibility may also extend to after school activities, field trips, and other such functions if in attendance.

- I. Teachers are expected to be aware of the contents of the teacher handbook and to follow the procedures that have been established by each individual school except as limited by this Agreement. Any future revisions in individual building handbooks shall be designed by the principal in conjunction with a committee of his/her staff members while the final decisions remain with the principal, whenever problems arise concerning the implementation of this section, teachers shall be entitled to a conference with the Superintendent.
- J. No teacher shall be required to supervise a student teacher.
- K. Teachers are responsible for obtaining appropriate documentation and submission of proof of fingerprinting prior to their first day of employment.
- L. The Union recognizes that abuses of leaves, chronic tardiness or absence by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building.

ARTICLE VI: PROFESSIONAL COMPENSATION

- A. The salaries covered by this Agreement are set forth in Schedule A.
- B. All non-contractual compensatory assignments shall be compensated according to the provisions of the extra pay schedule as set forth in Schedules B, C, and D, which are attached to and incorporated in this Agreement. Unless otherwise stated, remuneration or extra pay schedule shall be at the rates indicated in the extra pay schedules. The maximum is arrived at after five (5) years.

ARTICLE VII: CLASS SIZE

- A. The Board agrees to maintain a total teacher-pupil ratio not to exceed 1/31 in each building in the district within the limitations and availability of personnel, facilities, and funds. (This is a building, not an individual class average.) The Board will, in addition to the building ratio of 1/31, maintain a class maximum of thirty-five (35) for academic classes. In addition, the Board will maintain a class size maximum of thirty-two (32) for academic classes in grades K-3 and a class size maximum of thirty-five (35) for academic classes in grades 4-12. A building-teacher ratio shall not limit the different types of grouping for instructional or experimental programs in which the teacher has agreed to participate. These provisions will be effective upon the student count day of the semester.
- B. Within a particular building, efforts will be made to distribute students equally among the teachers assigned to that subject area within a given hour. At the elementary level each kindergarten student shall be counted as one-half student. Special teachers for art, music, physical education, special education teachers, librarians, and other professionals at the elementary level who do not contribute to the reduction of class size shall not be included in computing the building ratio.
- C. State reimbursed special education classes shall be limited in accordance with the rules and regulations of the Department of Education for these programs. Prior to requesting a deviation in class size and/or caseload for special education, the Administrator shall meet with the Union.
- D. At the secondary level, counselors, librarians and special education teachers who do not contribute to the reduction of class size shall not be included in computing the building ratio.
- E. If the maximum must be exceeded in a given class, the Board and the Union will meet to mutually resolve the situation. If no other solution can be found, then the teacher will be reimbursed at the rate of \$375 per annum per student over the maximum on a pro-rata basis. The District may use this option to realign staff.

ARTICLE VIII: TEACHING HOURS AND RESPONSIBILITIES

- A. HOURS
 - 1. The middle and high school teachers' normal teaching day shall begin ten (10) minutes before the beginning of the student day and end ten (10) minutes after the end of the student day.
 - 2. The elementary teachers' normal teaching day shall begin ten (10) minutes before the beginning of the student day and end ten (10) minutes after the end of the student day.
 - 3. Special education teachers who are regularly assigned full time to a building shall have the same working hours as other teacher personnel in that building. Special education teachers, except those who work additional time and thereby receive extra compensation under Schedule C, shall observe the same working hours as other teacher personnel in the building they are serving.

4. When it becomes necessary to make changes in the student day, the time on duty for staff before and after will be adjusted accordingly.
5. Notwithstanding any other provision of this Agreement, as part of their contract obligation, without additional compensation, teachers shall provide the minimum required hours and days of student instruction and teacher professional development required by state law for the School District to receive full basic per/pupil foundation allowance (or its functional equivalent), excluding optional incentive funds, for each school year of this Agreement. The manner by which these required hours and days will be implemented shall be subject to good faith negotiations between the Union and the Board.

B. DAILY ASSIGNMENTS

1. Teachers in the middle or high schools shall be assigned five (5) or six (6) periods of instruction not to exceed three hundred twenty-five (325) minutes per day. In addition, each teacher shall be entitled to one preparation period per day equivalent in time to one teaching period and it shall be included, within the framework of the total school day. The above time schedule does not include lunch periods, passing periods and time spent before and after the student day.
2. The teachers in the elementary schools shall be entitled to four (4) preparation periods per week during the instructional day, totaling not less than one hundred eighty (180) minutes. (Exceptions by agreement between the Board and the Union may be made to accommodate building schedules.) Lunch periods, passing periods and the time referenced in ARTICLE VIII, Section A, Paragraph 2 shall not be included in preparation periods.
3. Teachers who are required in the course of their employment to travel between buildings shall be provided sufficient time for travel in excess of their preparation time.

C. LUNCH HOUR

1. Every teacher at the high school shall have a duty-free lunch period of not less than thirty-five (35) minutes (including passing periods).
2. Every teacher at the middle school shall have a duty-free lunch period of not less than thirty (30) minutes (including passing periods).
3. Every teacher at the elementary school level shall have a duty-free lunch period of not less than forty (40) minutes, including passing time.

D. EXTRA DUTY ASSIGNMENTS

Teachers may be assigned no more than two (2) extra duty assignments without compensation. Whenever possible these assignments will be distributed to all teachers during the first week of school in September in an equitable and uniform fashion. In no case will a teacher be given less than two (2) weeks notice of an extra duty assignment. When an evening open house is scheduled, which teachers are required to attend, this shall constitute the above extra-duty assignment. Compensation for extra duty assignments in excess of the above will be given in accordance with Schedule D (extra duty) of this Agreement. At the secondary level, teachers may be assigned two (2) duties

which may include an open house/curriculum evening or graduation ceremony. All efforts will be made to hold the graduation ceremony on Monday through Friday.

- E. When feasible, all system-wide curriculum meetings should be held on released time.
- F. Speech and language therapists will be provided two and one-half (2 ½) hours per week for coordination work. In weeks that consist of less than five (5) full work days, this time shall be prorated.

G. MEETINGS

1. The Union, the Administration, and the Board recognize that teachers' meetings, departmental meetings and grade level meetings, which teachers must attend, are essential to the functioning of the school. However, all parties agree that the number of such meetings should be held to a minimum.
2. Each building, by October 1, will establish a specific day for regularly scheduled monthly teachers' meetings. (These meetings will usually not exceed one (1) hour.)
3. Building administrators shall publish an agenda of regularly scheduled monthly faculty meetings at least one (1) school day prior to each such meeting. Other items may be presented and discussed by either party as needed. Principals have the option of disallowing the discussion of any item of a confidential or personal nature.
4. Teachers within each building shall have the right to place items on the building agenda up to two (2) school days prior to the building meeting. Principals have the option of disallowing the placement of any item of a confidential or personal nature on the agenda.
5. Special meetings may be called to handle matters of urgency.
6. Should concerns about the length or frequency of meetings arise in a building; the district director will meet with the principal about the concerns. If the concerns are not resolved between the parties, then they will be addressed in a meeting involving the RUEA District Director and the Superintendent or his/her designee.

- H. Except for the minimum number of teachers necessary to supervise school programs and to ensure pupil health and safety, teachers shall be relieved of cafeteria, patrol, and bus duties. In addition:

1. Lay persons may be utilized as aides on playgrounds and in lunchrooms.
2. Efforts will be made to relieve secondary teachers of the duties of selling books, supplies and equipment.
3. Teachers shall be given proper and adequate notice of all non-classroom duties required of them during the school day.
4. Whenever teachers are utilized in supervising the lunchroom, the following considerations will be observed:

- a. Whenever possible, teachers will be assigned to lunchroom duties part of their regular teaching day on a voluntary basis.
- b. Teachers may be assigned to lunchroom duty as part of their regular teaching day.

ARTICLE IX: TEACHER FILES

- A. Official teacher personnel files shall be maintained in the administrative offices of the district. The personnel files of each teacher shall contain copies of all evaluation reports and recommendations.
- B. Upon appropriate request by the teacher, he/she shall be permitted to examine his/her file and shall be permitted to reproduce any materials in the file. Pre-employment evaluations and recommendations and credentials may be removed from the teacher's file prior to the examination. The teacher may request that a representative of the Union accompany him/her any time he/she reviews his/her file. Review of the file shall be made in the presence of the administrator responsible for the safekeeping of the files.
- C. No material related to a teacher's conduct or performance will be placed and maintained in a teacher's personnel file without notification thereof being provided to the teacher no later than forty-eight (48) hours thereafter. The teacher shall be provided the opportunity to submit a written comment after reviewing the material, which will be attached to and included with the material in any subsequent consideration or disclosure. The written comment submitted by the teacher shall conform to the criteria for such statements allowed under the Bullard-Plawecki Right to Know Act, MCL 423.501 *et seq.* A teacher's signature appearing on any such material to be included in the teacher's personnel file shall only acknowledge that the teacher has read the material and has received a copy of the material, unless otherwise expressly stated.
- D. Complaints which may form the basis of any disciplinary action taken by the Board and/or its agents against any teacher shall be brought to the affected teacher's attention within ten (10) days after the completion of a prompt investigation.

ARTICLE X: EVALUATION

- A. A probationary teacher shall be provided with an individualized development plan developed by administrative personnel in consultation with the probationary teacher according to the requirements of the Michigan Teacher Tenure Act, MCL 38.83a. A probationary teacher will be evaluated at least once each full school year during the probationary period, through the Probationary Teacher Evaluation process, and shall be provided with an annual year-end performance evaluation according to the requirements of the Michigan Teacher Tenure Act, MCL 38.83a. The annual year-end performance evaluation shall be based on, but not limited to, at least two (2) classroom observations held at least sixty (60) days apart, unless a shorter interval between the two (2) classroom observations is mutually agreed upon by the teacher and the administration. The annual year-end performance evaluation shall include at least an assessment of the teacher's progress in meeting the goals of his or her individualized development plan. Probationary teachers shall be observed in the performance of their work assignment (classroom teaching or other school activities) for the purpose of evaluation at least once during the first semester and at least once during the second semester.

Also, within thirty (30) days after the probationary teacher's first day of work and within thirty (30) days of the first teacher work day of each school year during the teacher's probationary period, the Administration will meet with the probationary teacher to explain the evaluation process and provide the teacher with an opportunity to ask questions thereon.

- B. Tenured teachers shall be evaluated through the Professional Growth Plan once every three (3) years. Those tenured teachers scheduled for the Professional Growth Plan evaluation during the school year shall be provided notice thereof and provided a copy of the Professional Growth Plan Evaluation form to be used within thirty (30) days of the first teacher work day of the school year. Also, within thirty (30) days of the first teacher workday of the school year, the Administration will meet with those teachers to explain the Professional Growth Plan evaluation process and provide those teachers with an opportunity to ask questions thereon. A tenured teacher may otherwise be evaluated through the Tenured Teacher Assistive Plan whenever the Administration determines that there are concerns about the teacher's performance. If a Tenured Teacher Assistive Plan evaluation is commenced and not completed, the evaluating administrator shall document the reason(s) why it was not completed and a copy of that documentation shall be given to the teacher.

If a tenured teacher has received a less than satisfactory performance evaluation, the teacher shall be provided with an individualized development plan developed by administrative personnel in consultation with the individual teacher. The performance evaluation will be based on, but not limited to, at least two classroom observations conducted at least ten (10) school days apart during the period covered by the evaluation. If the tenured teacher has been provided an individualized development plan, the evaluation shall include at least an assessment of the teacher's progress in meeting the goals of his or her individualized development plan.

- C. Probationary teachers during their first three (3) years of teaching shall be assigned a mentor. All mentors will receive training for mentoring through the Wayne County RESA, if available, or through a comparable training program. If approved by the District, the training of a mentor from the bargaining unit shall occur during release time and shall be provided without costs to the mentor. Teachers may also seek training on their own time and be considered by the administration for any costs involved in the training. The duties and responsibilities of a mentor shall be developed in consultation with a committee of bargaining unit members appointed by the RUEA District Director, not to exceed three (3) members. No mentor shall be responsible for or be required to participate in the evaluation of any teacher. Evaluation of teachers shall remain the responsibility of the administration.

When a teacher is newly assigned to a department or building and will not be assigned a mentor, the principal will assign a teaching coach to the newly assigned teacher for the first year in the new department or building. Assignment as a teaching coach shall be voluntary. It shall be the duty of the teaching coach to assist and counsel the teacher in procedures and policies. The teaching coach shall not be responsible for or be required to participate in evaluation of any teacher. Evaluation of teachers shall remain the responsibility of the administration.

- D. Upon request of the teacher, a teacher shall be entitled to have a Union representative involved in the development of an individualized development plan and/or present in any

meeting with the administration for discussion of unsatisfactory performance. Teachers shall be advised of their right to request such representation.

- E. A pre-visitation conference may be held between the teacher and the observing administrator so that the administrator can be apprised of the teacher's objectives, methods, and materials planned for the teaching/learning situation to be evaluated. All classroom visitations of tenured teachers for evaluation purposes shall be concluded by the second Friday of May. The total evaluation process for a tenured teacher must be completed by the third Friday of May.
- F. A post-visitation conference shall be scheduled between the evaluator and the teacher within five (5) days whenever feasible after the observation. If the administrator finds that the teacher had not met the expected levels of performance, the deficient areas shall be identified and the types of assistance that may be given by the administrator and other staff members may also be included.
- G. All evaluations shall be in triplicate and signed by the evaluator and the teacher. The teacher shall return two (2) copies showing the evaluation has been read. In the event the teacher feels the evaluation was incomplete or unjust, he/she may put objections in writing and have them attached to the evaluation report.
- H. No later than sixty (60) days before the end of the teacher's probationary year the final written evaluation report will be furnished to the Superintendent. A copy shall be furnished to the teacher. If any teacher is dissatisfied with his or her evaluation, the teacher shall be entitled to a conference with the Superintendent.
- I. Any probationary teacher whose services are to be terminated for unsatisfactory performance shall be so notified in writing prior to sixty (60) days before the end of the teacher's probationary year. Such written notice shall state the reasons for termination.
- J. All monitoring or observation of the work performance of the teacher shall be conducted openly and with full knowledge of the teacher.

ARTICLE XI: ASSIGNMENTS, VACANCIES, AND TRANSFERS

A. ASSIGNMENTS

1. Pupils are entitled to be taught by teachers who are working in their area of competence. Teaching assignments at all levels shall be made in accordance with the standards prescribed by the State Certification Code and No Child Left Behind Act requirements. In addition, teaching assignments at the high school shall be made in accordance with the standards prescribed by the North Central Association. Within these limits, teachers shall be assigned where there is need for their service. All teachers shall be subject to assignments by the Superintendent of Schools, subject to approval by the Board. As changes in North Central or No Child Left Behind Act requirements occur, teachers will be notified and given eighteen (18) months to comply with the new standards.
2. The following principles concerning secondary teachers' programs should be followed:

- a. The number of consecutive teaching assignments shall be kept at a minimum.
- b. Normally the number of different rooms in which assignments occur shall not exceed three (3); however, this may be waived when a teacher must, of necessity, travel between two or more buildings or when the teacher's classes involve special equipment.
- c. The maximum number of different class preparations at the middle school and high school shall be kept at three (3) unless the teacher involved desires more. Situations may arise whereby the provisions of this section limit a teacher to less than a full teaching load. In such instances, the Board shall consult with the Union to seek a solution to the problem.

An abbreviated class period may be added at the middle school and high school levels to facilitate improved student learning opportunities in the core subjects. This additional period will be an exception to the three preparation periods.

- d. For purposes of staffing a physical education position, if the position invokes a qualification standard that necessitates a gender specific instructor to supervise the appropriate locker room at the secondary level, (middle/high school), then staffing will be determined in accordance with seniority by that gender.
3. a. Teachers may, within their building, choose to submit preference sheets, as provided in Appendix G-1, for the purpose of scheduling for the forthcoming school year. Such preference sheets shall be in writing and submitted no later than January 31 and shall include preference of:
- 1. Subject to be taught.
 - 2. Grades of subject to be taught.
 - 3. Any special or unusual classes or assignments that he/she will be required to teach or supervise.
 - 4. The session to which the teacher is assigned if the school operates on more than one session.
 - 5. All non-teaching duties he/she is to perform for which there is no compensatory allowance.

Preference sheets for this purpose shall be available at the school office and these requests shall be honored whenever feasible; provided, however, if there is a vacancy as defined in B hereof, the provisions of B hereof shall be the method to be followed. Such preference sheets shall not constitute formal or informal applications for transfer or applications for posted positions.

- b. Teachers may notify the Superintendent of their interest in a possible transfer. Forms for this shall be provided at the Superintendent's Office and are provided in Appendix G-2. Such applications shall be delivered to the Superintendent's office, the teacher's current administrator and the office of any potential receiving administrator no later than April 1 for the

following school year. Submission of this form shall not be construed as automatic acceptance of a transfer.

In considering filling any vacancy, the Superintendent or his/her designee, shall review such applications along with any responses to the postings for such positions.

4. All teachers shall be given written notice of their tentative teaching assignments for the forthcoming year no later than the fourth Friday of May. Every teacher shall be given said notice, which shall designate building, grade level, and/or subject where applicable.
5. In the event that one or more of the following changes in assignment is proposed after the notice of assignment is given by the fourth Friday of May, such changes shall be based on criteria outlined in this Article. Every teacher affected shall be notified promptly and shall have the right to meet with the building principal regarding the change.
 - a. Reassignment to a different building.
 - b. In the elementary and middle school, assignment to a different grade.
 - c. In the secondary, reassignment of class loads in which more than one additional preparation will be required. (Total preparation not to exceed three [3].)
 - d. In the secondary, reassignment to another department.

After August 25, until the succeeding May assignments, no involuntary change of assignment as defined above shall be made without the consent of the teacher except in cases of emergency or to prevent undue disruptions of the instructional program or for changes in staff requirements or for changes in student distribution. The administration shall notify the affected teacher in writing of reasons for such changes. The terms and conditions of transfer shall be superseded by the provisions of Article XIX: SENIORITY relating to seniority in the event of a staff reduction.

B. VACANCIES AND TRANSFERS FOR REGULAR TEACHING POSITIONS

1. The Board declares its support of the policy of filling teacher vacancies, by giving first consideration to candidates from within the system. Among the factors the Superintendent shall consider in filling transfer requests shall be seniority as defined in Article XIX: SENIORITY, State certification standards and written evaluations. However, in no event shall a teacher with less seniority be retained in a position where it would cause the layoff of a more senior teacher with the required certification for the position nor shall any teacher be transferred to a vacancy where it would prevent the recall of a teacher with the required certification.
2. Vacancies shall be defined as all newly created additional teaching positions within the bargaining unit and all teaching positions which are to be filled and were vacated by reasons of death, resignation, leaves in which the position is not held open, and reassignment to administrative position, different building, or different program. At the elementary level, said positions will be posted by building and grade; and at the secondary level by building and department.

3. Vacancies occurring after August 15 and prior to April 1 will be posted in each school building and administrative office for ten (10) working days, and if possible, by district e-mail to each employee. A copy of said notice shall be provided to the Union. Any teacher may apply for the posted vacancy during the period of the posting. Consideration shall be given to all internal applicants regardless of the position they are holding at the time of the posting. If a teacher is selected, the principal losing the teacher and the principal gaining the teacher shall meet with the teacher to determine the best time for the transfer to occur. If the principals cannot agree, the Superintendent shall make the final decision. The transfer must occur no later than June 30 of the year in which the position becomes vacant.
4. For the ten (10) working days following April 1 of each school year, the Board shall post in each school building and administrative office, and if possible, by district e-mail to each employee, notice of all known vacancies which need to be filled for the following school year. A copy of said notice shall be provided to the Union. Teachers may submit applications for any posted position to the Human Resources Office until the fifteenth (15th) working day following April 1. Vacancies, which develop between April 1, and the end of the school year will be posted and teachers may apply within five (5) working days of the date set forth in the posted notice.
5. In order to be eligible for vacancies which occur from the end of the school year until August 15, teachers must have on file in the Superintendent's office a transfer request indicating those positions the teacher would be interested in applying for should an opening occur. A request for transfer shall be continuous until August 15 prior to the first day of school in the forthcoming school year unless the request is withdrawn in writing or a transfer request is met. When a teacher makes more than one (1) transfer request, unmet requests will remain active only by resubmission of a request for the unmet transfer.
6. Any teacher who is eligible for tenure status for the forthcoming school year may apply for a vacancy and/or request a transfer. The Board shall judge all applications and/or requests on the basis of the criteria established in Section B-1 above.
7. An applicant who does not receive the desired position(s) shall upon request be given written reasons for not having been selected.
8. The Board agrees to include among the interviewees for vacancies to be filled with new hires, teachers on layoff from school districts represented by the Wayne County MEA/NEA, who are jointly approved for interviews by the RUEA District Director and the Executive Director of Human Resources and Labor Relations, provided they meet the posted prerequisites, have their applications on file within the posting period, and the applicant agrees to appear at the time designated by the administration. Upon request of the RUEA District Director, a teacher on layoff from a school district represented by the WC/MEA/NEA will be approved for an interview if the application and credentials of the teacher are comparable to other teachers to be interviewed. The Employer shall notify the Union of all vacancies.
9. Teachers may request a part-time or shared assignment position as indicated in Appendix F.

C. NON-CONTRACTUAL COMPENSATORY ASSIGNMENTS

1. The Board agrees to make available to each teacher a position preference form in June on which he/she may indicate those Schedule B, C, and/or D appointments he/she would be interested in applying for should an opening occur.
2. A list of vacancies and qualifications should be posted in all buildings concerned as soon as the vacancy is known. In no case shall it be posted any later than twenty (20) school days after it is known. No position shall be filled until ten (10) calendar days after notice thereof has been posted. In cases of emergency, the posting of vacancies will be waived, and the Union so notified.
3. Written application must be made to the Superintendent through the principal of the building.
4. Consideration will be given first to candidates within the building in which the vacancy occurs. In the event candidates are not available within the building, candidates from other buildings will be considered next.
5. Job descriptions shall be a matter for administrative decision. They are to be put in writing and made available to the total staff.
6. All applicants will be notified of the filling of vacancies within a week after the decision has been reached.
7. An applicant for assignment who does not receive the desired assignment shall, upon request, be given written reasons for not having been selected.
8. When qualified candidates are available, existing vacancies will be filled by Friday of the first week of school.
9. In cases in which changes become necessary, a reasonable attempt will be made as soon after the change becomes apparent to the administrator to notify the teachers who will be affected by the change.
10. In cases where a teacher is removed from a Schedule B assignment, he/she shall be given, upon request, written reasons for his/her dismissal.
11. Openings occurring during the summer recess will be posted on the District's web site. The teacher may then apply for the position if he/she so desires.
12. Any assignments which are in addition to the normal teaching schedule during the regular school year and which are included as extra duties enumerated in Schedule B shall not be obligatory but shall be with the consent of the teacher.
13. The Board and the Union agree that assignment transfers to another building may occur after the deadline for notice of non-reassignment has occurred. In the event that the transfer occurs after the Monday of the last week in June and the Union member's retention in the Schedule B-C position is no longer feasible, the Union member will forfeit the position and compensation for the position.

D. ADMINISTRATIVE VACANCIES

1. Vacancies involving administrative contractual positions other than those that will be filled by a transfer or promotion of a currently employed administrator, will be filled only after being posted in the buildings and by district e-mail to each employee when possible, for a minimum of fourteen (14) calendar days to allow for applications from those teachers interested in applying for the vacancy. The posting will be concurrent with the posting of the position in the Administrator's bargaining unit. A copy of said notice shall be provided to the Union.
2. Qualifications for the various administrative positions within the system shall be established by the Board, put in writing, and made available to interested teachers.
3. Upon request, the Superintendent, in writing, shall give all candidates for an administrative position the name of the person selected to fill such vacancy.
4. In filling administrative vacancies other than by a transfer or promotion of a currently employed Administrator, applications from internal applicants from the bargaining unit shall be reviewed before reviewing applications from other applicants.
5. The Board agrees to make available to each teacher a position preference form in June on which he/she may indicate those administrative positions he/she would be interested in applying for should an opening occur. Openings occurring during the summer recess will be posted on the District's web site. A teacher may then apply for the position if he/she so desires.

ARTICLE XII: MEMBERSHIP, FEES, AND PAYROLL DEDUCTIONS

A. All teachers, as conditions of employment, shall either:

1. Join the Union, Local Association, Michigan Education Association and the National Education Association and pay their dues and assessments or execute a dues authorization form provided by the Union, or
2. Cause to be paid to the Union a representation fee.

B. REPRESENTATION FEE

1. In the event a teacher shall not pay such representation Service Fee directly to the Union or authorize payment thereof through payroll deduction, the Board shall, upon completion of the procedures contained herein, at the request of the Union and pursuant to MCLA 408.477; MSA 17.277(7), deduct the service fee from the bargaining unit member's wages and remit same to the Union. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Union, or its designee, no later than twenty (20) days following deduction.
2. The Union in all cases of mandatory fee deduction pursuant to MCLA 408.477; MSA 17.277(7) shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the employee that a

request for mandatory fee deduction from his/her wages may be filed with the Board in the event compliance is not affected. If the teacher fails to remit the fee or fails to authorize deduction for same, the Union may request the Board to make the deduction. The Board, upon receipt of the request for mandatory fee deduction from the Union shall within thirty (30) days thereafter provide the bargaining unit member with an opportunity for a due process hearing. This hearing shall be limited to the question of whether or not the bargaining unit member has remitted the Service Fee to the Union or authorized payroll deduction of same.

3. The Union has established a “Policy Regarding Objections to Political/Ideological Expenditures.” That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review there, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedures.
4. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the Service Fee charged to non-members along with other required information may not be available and transferred to non-members until mid-school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation Service Fee by non-members shall be activated thirty (30) days following the Union's notification to non-members of the Service Fee for that given school year.
5. The parties agree to cooperatively discuss and exchange information regarding the Union's Service Fee collection and objection procedures. The Union agrees, upon request from the Board, to provide to the Board for its review a copy of the Union's current Policy and Administrative Procedures Regarding Objections to Political/ Ideological Expenditures together with a copy of all materials annually distributed by the Union and its affiliates to bargaining unit members who choose not to join the Union and/or object to the Service Fees.
6. In the event that a teacher's religious practices do not permit compliance with the requirements of this Article for payment of membership dues or Service Fees to the Union, the Union may allow the teacher to contribute a Service Fee not to exceed the amount of the Union's uniform membership dues collected from Union members to a Union Scholarship Fund or to a charitable organization approved in advance by the Union. The teacher shall provide evidence of such contribution to the Union.

C. DUES AND ASSESSMENTS

1. Teachers may, within ten (10) days of their commencement of employment sign and deliver to the Board a dues and assessment authorization form which shall authorize deduction of membership dues and assessments of the Union, the Michigan Education Association and the National Education Association or deduction of a representation fee. Such authorization shall continue in effect from

year to year unless a request or revocation is submitted to the Board and the Union signed by the teacher and received between August 1 and August 31 preceding the designated school year for which revocation is to take effect.

2. The Union shall, on or before August 25 of each school year, give written notice to the Board of the dollar amount of dues and assessments of the Union including the National Education Association and the Michigan Education Association, which dues and assessments are to be deducted in the coming school year under all payroll deduction authorizations. The total for these deductions shall not be subject to change during the school year.
- D. The deductions authorized above shall be made in twenty (20) equal amounts whenever possible from each paycheck beginning the first full pay period of the school year through June of each year provided, however, that when a paycheck(s) is/are not issued to a teacher, the Board shall make up the deduction in subsequent check(s). The Board agrees to promptly remit to the Union all monies so deducted, accompanied by a list of teachers from whom the deductions have been made. The Board shall notify the Union of any changes in said list due to teachers entering the program or learning the system. The Union agrees to reimburse any teacher from whose pay dues and assessments or representation fees were deducted, those sums in excess of the total amount due to the Union at that time provided the Union actually received the excessive amount.
- E. DEDUCTIONS
1. The Employer will make all deductions required by law from all paychecks. Voluntary deductions that have been jointly agreed to by the employer and the Union will be made from regular two week pays upon signed authorization. No voluntary deductions will be made from a one-week pay.
 2. Effective January 1, 2009, the employer will designate, with consultation of the Union, consistent with Internal Revenue Services (IRS) Regulations, a designated organization(s) as the Custodial and Record Keeper for the 403B Plan provided as an option to teachers in the Bargaining Unit.
 3. Teachers participating in the Tax-Deferred Service Credit Purchase Plan through the Michigan Office of Retirement Services may elect to participate in a plan at any time. Changes to deduction amounts are permitted twice annually within the thirty (30) day period prior to the start of the school year and again within the thirty (30) day period prior to the start of the second semester.
 4. The Employer will assess a \$20 charge to replace paychecks lost or misplaced after given to the employee, which shall be deducted from the first paycheck after the replacement check is issued.
- F. In any case or proceeding brought against the Board at any time before any court or tribunal in which an employee or employees, or any person or organization on their behalf, contest any action taken or not taken by the Board in order to comply with the provisions of this Article, the Union agrees to reimburse the Board, promptly upon demand, for all reasonable legal fees and all expenses of suit incurred by the Board in defending itself in such action, and also for any and all damages for which the Board may be adjudged liable in such action. The Union further agrees that if it shall fail to reimburse the Board promptly upon demand for the aforesaid fees, expenses and

damages, the Board shall be entitled, in addition to any other legal remedies, to apply against such indebtedness of the Union to the Board, until paid in full, all service charges, membership fees and dues collected by the Board on behalf of the Union pursuant to the provisions of this Article.

- G. Before the end of the school year, employees may exercise the option of having their salary distributed over twelve (12) months for the next school year. Employees opting for the twelve (12) month distribution shall have paychecks distributed equally, to the extent possible, bi-weekly, over the twelve-month period beginning with the first paycheck in September. Employees opting for the ten (10) month distribution shall have their paychecks distributed equally, to the extent possible, bi-weekly, over twenty-one (21) pay periods beginning with the first paycheck in September. New employees shall be placed on twenty-one (21) pay option unless they submit their request for the twelve (12) month option prior to the opening of school. Employee option decisions shall be continued from year to year unless the employee requests a change in the time period mentioned above.
- H. The Board and the Union agree that all contractual RUEA personnel that are receiving direct deposit will access pay vouchers provided online through Wayne County RESA.

The Board agrees to protect the privacy of the Union member by providing online vouchers that do not contain the complete social security number of the employees, and that access to pay vouchers is accessible through an employee's personal access security code.

The Board agrees that use of the District's electronic network during non-instructional time is allowable for the purpose of viewing/printing of an employee's personal pay voucher and is not a violation of Board Policy #5901: Acceptable Use Policy of Technology and Electronic Resources.

All new employees will be required to have their pay direct deposited effective September 1, 2011.

- I. The per diem rate for teachers is based on the number of teacher workdays specified in the school calendar.
- J. When a teacher is absent for jury duty or due to a subpoena, he/she will reimburse the district for the amount paid by the court or attorney for the day(s) in which the absence(s) occurred within 30 days.

ARTICLE XIII: RESIGNATION, DISCHARGE, AND DEMOTION

- A. The procedures, regulations, and penalties of the Michigan Teacher Tenure Act MCL 38.71 *et seq.*, as amended, and the Michigan Revised School Code, MCL 380.1 *et seq.*, as amended, shall govern all subjects of this Article.
- B. A teacher leaving the district after completing a school year, shall submit written notice of resignation to the Board as soon as practicable, and in no event later than July 1, except by the consent of the Board.
- C. No teacher shall be disciplined, discharged, or demoted without just cause.

ARTICLE XIV: PROTECTION OF TEACHERS

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the Board will take reasonable steps to assist the teacher with respect to such pupils.
- B. No polygraph or lie detector device shall be used in any investigation of any teachers.
- C. Teachers will be expected to provide normal care of instructional school equipment; however, they will not be required to do major repair or replacement work on equipment or property. Teachers shall not be held responsible for loss of school or children's property when reasonable care has been taken.
- D. ASSAULT OR BATTERY
 - 1. Principals shall report to the Superintendent all cases of assault or battery suffered by teachers in connection with their employment in which injuries have been suffered or in which there appears to have been malicious intent. If requested by the teacher, such assault or battery against teachers shall be reported to the police by the principal.
 - 2. Upon request of the teacher to the Superintendent, the school district attorney shall in any such reported assault or battery case:
 - a. inform the teacher of his/her rights under the law in connection with the assault or battery,
 - b. assist the teacher by acting as liaison between the teacher, the police, and the courts.
 - 3. The Board agrees to pay up to \$75 for the cleaning or damage to clothing incurred by reason of assault or battery upon a teacher while in the performance of his/her duties. Bills should be submitted to the Assistant Superintendent of Business and Finance within ten (10) days of the occurrence.
 - 4. The above provision does not apply to civil suits for damages.
- E. Worker's compensation insurance coverage shall be maintained as required by law. All claims, complaints or disputes related to such coverage shall be pursued through the established statutory claims process and shall not be processed as a grievance under the grievance and arbitration provisions of this Agreement.

ARTICLE XV: STUDENT DISCIPLINE

- A. A copy of the Student Code of Conduct will be placed in each teacher's handbook.
- B. Each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom. However, a teacher may remove from his/her class a child who is causing a serious disruption and/or violating Board policies and refer him/her to the administration. At the earliest opportunity, the teacher shall confer with the principal

to provide the necessary information concerning the problem. Teachers shall have the right, as provided by state law, to suspend a child from his/her class for one day, provided the teacher contacts the administrator and parent, and takes the necessary steps to assure the implementation of the follow-up required by law.

- C. Recognizing that the final disposition of any such case rests with the principal, whenever a teacher removes a child from his/her class and refers him/her to the administration one of the following courses of action will be taken, and it will be communicated to the concerned teacher.
 - 1. The child may be returned to class with the understanding that he/she will correct his/her behavior.
 - 2. Depending on the seriousness of the infraction, the child may be returned to class while his/her case is being referred to one of the special services.
 - 3. The child's schedule may be readjusted.
 - 4. The child may be suspended from class or school by the principal. and may be referred to the Board of Education for disciplinary suspension or expulsion.
- D. A continuous record of student discipline cases will be maintained.
- E. There will be in each building a form that will provide for communication between teachers and administrators concerning the problems of discipline.
- F. There will be included in each teacher's handbook a written standard operating procedure for each building concerning student discipline.

ARTICLE XVI: PROFESSIONAL GRIEVANCE PROCEDURE

A. DEFINITIONS

- 1. A grievance is a written complaint by a teacher, group of teachers, or the Union concerning a violation, misinterpretation or misapplication of any provision of this Agreement or by any existing rule, order or regulation of the Board not covered by the Michigan Teacher Tenure Act.
- 2. For the purpose of the professional grievance procedures, school days are defined as teacher attendance days.

B. GENERAL PRINCIPLES (OF GRIEVANCE PROCEDURES)

- 1. The primary purpose of the procedure set forth in this Article is to secure at the lowest level possible equitable solutions to the problems of teachers. Both parties agree that the proceedings under this Article shall be kept as confidential as may be appropriate.
- 2. The Board designates as its representative for the grievance procedure purposes, the principal of each building, the director of special education or the Superintendent of Schools or his/her designated representative.
- 3. It shall be the policy of the Board to assure every teacher an opportunity to have the unobstructed use of this grievance procedure without fear of reprisal or without prejudice in any manner to his/her professional status.

4. Nothing contained in this grievance procedure shall be construed to deny any teacher his/her constitutional rights or his/her rights under the laws of the State of Michigan.
5. No employee shall have to meet with any administrative officer at any stage of the formal grievance procedure without representation from the Union.
6. All grievances must be filed by June 30 of the school year in which they occur. In the event a grievance is filed on or after the first of June, the grievance, if unresolved, will be held over until the opening of the next school year.
7. The failure of an aggrieved person to proceed to the next step of the grievance procedure within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.
8. The failure of an administrator to communicate his/her decision to the teacher within the specified time limits shall permit the teacher to proceed to the next step. In cases of necessary absence by either party, time limits of this grievance procedure may be extended in writing by mutual consent.
9. It shall be the general practice to process grievance procedures during times which do not interfere with assigned duties. When by mutual agreement it becomes necessary for parties to the grievance procedure, including the representative of the aggrieved party who is employed by the Board to be involved during school hours, they shall be released with no loss of compensation or leave time.
10. The costs of any arbitration under this Article shall be shared equally by the Board and the Union.
11. Any grievance shall be recorded on the special grievance form, a sample of which is hereinafter set forth in Appendix A. The original and responses shall be passed between the duly appointed administrative officer and the aggrieved person at each step of the grievance procedure. The original copy with all attached responses shall be placed on file in the central office.
12. Efforts will be made to deliver all grievances and responses to the appropriate party by hand with the time of delivery noted on the form. If the teacher or the appropriate administrator is not available to receive the grievance or responses, the grievance or responses may be delivered to either the Superintendent or to the Union building representative, whichever is appropriate.

C. PROCEDURES

1. Informal Procedure

The parties acknowledge that it is usually most desirable for an employee and his/her supervisor to resolve problems through free and informal communications. Therefore, if an individual teacher has a personal complaint, which he/she desires to discuss with a principal, he/she is free to do so without recourse to the grievance procedure. The parties shall make arrangements for such informal

processing upon request, and the exhaustion of such informal procedures is urged as a condition precedent to invoking the formal grievance procedure.

2. Formal Procedure

In the event the matter is not resolved informally, the Union may file a formal grievance, the processing of which shall be accomplished through the Union under its jurisdiction. The Union assumes the responsibility for processing the formal grievance for teachers.

A formal grievance shall not be adjusted without prior notification to the Union and for an opportunity for a Union representative to be present; nor shall any adjustment of a formal grievance be inconsistent with the terms of this Agreement.

a. Step One

A grievance must be stated in writing on a copy of the grievance form as set forth in Appendix A and submitted to the principal or appropriate administrative officer within thirty (30) working days following the teacher's knowledge or awareness of the incident or condition which is the basis of the grievance. Within five (5) workdays of the receipt of the grievance, the principal or appropriate supervisor shall meet with the grievant and the representative of the Union in an effort to resolve the grievance. (However, both parties by mutual consent may waive further discussion on Step 1 and move the grievance to Step 2.) The principal or supervisor shall indicate the disposition of the grievance in writing within five (5) work days of such meeting and shall furnish a copy thereof to the Union.

b. Step Two

If the grievant and the Union are not satisfied with the disposition of the grievance, the grievance may be transmitted to the Superintendent or his/her designee by filing a written notice within ten (10) workdays following the receipt of the principal's written disposition. The Superintendent or his/her designee shall meet with the Union in an effort to resolve the grievance and indicate his/her disposition thereof in writing within ten (10) workdays of the described notice and shall furnish a written copy of the disposition to the Union.

c. Step Three

If the Union is not satisfied with the disposition made by the Superintendent or his/her designee, the grievance, at the option of the Union may be submitted to arbitration before an impartial arbitrator. The Union exercises its right of arbitration by giving the Superintendent or his/her designee written notice of its intention to arbitrate within twenty (20) workdays of receipt of the written disposition of the Superintendent or his/her designee.

If the parties cannot agree as to the arbitrator within one (1) week of the described Union notice of arbitration, any party may request that the American Arbitration Association select an arbitrator in accordance with its rules, which shall likewise govern the arbitration proceedings. Both

parties agree to be bound by the award of the arbitrator and agree that the judgment thereon may be entered in any court of competent jurisdiction.

D. POWERS OF THE ARBITRATOR

1. He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement or Board rule, order, policy, or regulation.
2. He/she shall have no power to rule on any matter involving teacher evaluation except in those instances in which the procedures as specified in Article X: EVALUATION has been violated.
3. His/her powers shall be limited to deciding whether the Board has violated the express articles or sections of the Agreement.
4. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator may have the jurisdiction to act on the matter if he/she determines that it is within the scope of his/her authority, provided, however, that such scope may be subject to judicial review by either party.
5. There shall be no appeal from an arbitrator's decision if within the scope of his/her authority as set forth above. It shall be final and binding on the Union, its members, the employee or employees involved and the Board.
6. The fees and expenses of the arbitrator shall be shared equally by the Board and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
7. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any wages, unemployment benefits, or school-sponsored insurance that he/she may have received during the period of the back pay. This limitation shall not include any compensation for part-time employment begun prior to the period in question.
8. No decision in any one case shall require a retroactive wage adjustment in any other case.
9. The Union may appeal teacher dismissals or any other matter subject to the procedures specified in the Michigan Teacher Tenure Act MCL 38.71 *et seq.* by utilizing either the grievance procedure in this Agreement, or by the process specified in the Michigan Teacher Tenure Act, but not both.

ARTICLE XVII: SUMMER SCHOOL ASSIGNMENT

- A. The Board and the Union recognize that the special needs of the students in summer school programs require optimum classroom conditions for the most effective learning. Accordingly, the Board and the Union agree to the following priority objectives for summer school programs:
1. Limitation of class size
 2. Assignment of the teacher applicant with the greatest district-wide seniority
 3. Adequate teaching materials suitable to the programs offered

4. Split-grade classes should be avoided

- B. Teaching positions in summer school shall be filled on a voluntary basis by regular certified teachers in the Redford Union Schools, if available, working insofar as possible within their areas of certification and current assignments.

Teachers shall be highly qualified in their areas of summer school assignment with the exception of Online Learning Courses and other summer school assignments that don't require highly qualified status. Experience and seniority shall be considered in filling these assignments. An online Learning Mentor will develop and supervise summer school online learning programs and be assigned and compensated under Schedule D. Assignment to a summer school position will continue unless notification of his/her removal is given by the last Monday in May. A teacher may request the reason for his/her removal.

- C. The District shall invite staff to apply for potential summer school positions by May 1 of each year. Applications for summer school positions shall be submitted in writing to the Superintendent prior to the first day of May each year. Notification of tentative summer school assignments, subject to adequate enrollment, shall be made by the 31st day of May.
- D. Insofar as is applicable, this Article shall apply to the driver education program and summer clinics.

ARTICLE XVIII: REDUCTIONS IN PERSONNEL

- A. In the event of a reduction of personnel, the Board shall first retain those teachers possessing current teaching certificates with the greatest seniority in Redford Union Schools who are certified to teach in those positions to be preserved. In the event of layoff, the Board will institute a recall procedure which when implemented will recall teachers in the reverse order of their layoff within the positions or areas to be reinstated.
- B. No teacher shall be terminated pursuant to a necessary reduction in personnel for any school year or portion thereof unless he/she has been notified of said discharge or layoff on or before the Friday before the final week June 1 of the previous school year. No teacher shall be laid off pursuant to a necessary reduction in personnel at least sixty (60) days prior to the effective date of the layoff if such layoff is to be effective at the end of the first semester unless he/she has been notified of said layoff on or before December 1 of the first semester. No teacher shall be laid off mid-year pursuant to a necessary reduction in personnel unless there is a substantial decrease in the students enrolled in this school district, there is a substantial decrease in the revenues of the school district, or there are other substantial budgetary considerations, which shall have a detrimental effect on the district.
- C. RECALL
1. For recall purposes only pursuant to the provisions of this Article, any teacher on layoff or eligible to return from leave who refuses a written offer of employment from the Board for a position for which he/she is qualified or fails to respond in writing to accept such a position within ten (10) calendar days of the making of said offer shall be considered to have resigned and shall have no further rights under this Agreement.

2. A teacher otherwise subject to recall may elect to refuse an offer of employment in an area of his/her certification, which he/she chooses not to exercise. Once the teacher makes such an election, the teacher shall not be eligible for recall or assignment to the exempted area of certification for the duration of his/her employment with the school district.
3. A teacher on layoff shall have the option of continuing the current health insurance at the current group rate by forwarding the appropriate premium payment in a manner as determined by the Board to the Board by the first day of the month in which the layoff is effective or September 1, whichever is later. This provision shall be for a period not to exceed twelve (12) months.

D. LAYOFFS/INVOLUNTARY TRANSFERS

1. When effecting layoffs, the Board will, within the provisions of this Agreement, retain those teachers with the greatest seniority; however, certification requirements may necessitate retaining a teacher with less seniority.
2. Should involuntary transfers be needed to comply with this Article, such transfer shall take place only at the beginning of a semester.
3. Should Schedule C positions become vacant, they shall be posted and preference shall be given to teachers presently on staff. In no event shall involuntary transfers be made into those positions in Schedule C.

E. The recall provisions of this Article shall extend for a period of time not to exceed three (3) years following the date of layoff.

F. Teachers on layoff may request to be a Contracted Substitute as indicated in Appendix E.

G. RECALL TO TEMPORARY POSITIONS

1. As part of the layoff process, all laid off teachers shall be requested to indicate whether or not they wish to be offered contractual substitute positions for the following year, specifying positions in which they are willing to serve. (See Appendix E) Any teacher who requests to sub on a day-to-day basis will be subject to the requirements and compensation of AESOP.
2. Teachers on layoff who have indicated they wish to be offered contractual substitute positions shall be offered positions of teachers on leaves of absence of more than forty-five (45) days, provided the laid-off teacher is the most senior of those laid off and he/she is highly qualified for the position.
3. If no teacher on layoff is highly qualified for a position of a teacher on a leave of absence for more than forty-five (45) days, the District may post and seek a teacher from outside the pool of laid-off teachers.
4. If the District is unable to hire a highly qualified teacher from outside the pool, the most senior teacher who is certified for the position shall be offered the position.

5. If no teacher on layoff is highly qualified or certified for a position of a teacher on a leave of absence, for more than forty-five (45) days, the most senior teacher who can be emergency certified for the position shall be offered the position.
6. A teacher who declines offers in numbers 1 through 4 of the above provisions shall continue to have all recall rights under the Agreement.
7. If a teacher is offered the position and declines, the District shall then offer the position to the next senior teacher who similarly qualifies for the position as described above, and will continue down the seniority list of those who are similarly qualified until a teacher accepts the position. If no laid-off teacher accepts the position, the District may post and hire from outside the District.
8. Teachers on layoff who are recalled to positions vacated by teachers on leaves of absence may be laid off again with five (5) school days notice, if a teacher on leave is returning at that time.

ARTICLE XIX: SENIORITY

- A. The Board shall prepare and publish a seniority list of certified and licensed personnel indicating areas of certification or licensure on or before November 15 of each school year. The seniority list shall be posted to the Union on that date, and the Union shall take responsibility for consulting with each teacher on accuracy. Seniority will be based on actual years of dues paying membership in the RUEA. The date used for seniority purposes, after membership years, shall be the first compensable day for the teacher in his/her position or the date on which the teacher's employment was acted upon by the Board, whichever comes first.

However, if a teacher takes a leave of absence in which he/she does not acquire additional seniority, his/her seniority date shall be adjusted accordingly. The seniority list shall have both the original seniority date and, for those who take leaves where no seniority is accumulated, an adjusted seniority date. In the event that changes are made to the seniority list by the administration, the Union shall be notified of each change as soon as possible.

- B. In the event of more than one individual teacher beginning employment on the same date, all individuals so affected will participate in a drawing, by lot, to determine position on the seniority list. The Union and teachers so affected shall be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place which will reasonably allow affected teachers and Union representatives to be in attendance.
- C. Seniority is based on the most recent continuous contractual employment in Redford Union. However, seniority shall be retained and, except for all pay purposes, shall be accrued during a layoff.
- D. A teacher who has been granted a leave of absence during which seniority is not accumulated shall, upon termination of said leave, be placed at the bottom of the seniority list of all teachers whose seniority date is the same as the new seniority date of the returning teacher and/his her reinstatement to a teaching position will be subject to the provisions of this Article.

- E. A teacher on leave for which seniority is accumulated shall be maintained at that position on the seniority list as if he/she had been teaching in the district. Reinstatement to a teaching position shall be subject to the provisions of this Article.
- F. Supervisory, administrative or executive personnel who become members of the bargaining unit after serving in such capacity in the Redford Union School District shall retain all rights accrued as a teacher in the Redford Union School District prior to such administrative service. Return to a bargaining unit position will be in accordance with the Teacher Tenure Act of the State of Michigan.
- G. Resignations from the school district shall terminate seniority and all other bargaining unit contractual rights.

ARTICLE XX: CALENDAR

- A. The School Calendar shall be found in Appendix C-1. The School Calendar for each year of this Agreement shall be determined through negotiations between the RUEA District Director and the Superintendent or his/her designee. The School Calendar for each year of this Agreement shall contain the following:
 - 1. When a teacher workday is scheduled prior to the beginning of scheduled classes for students, a 6th and 9th grade orientation shall be part of the teacher workday.
 - 2. Two half days shall be set aside each year as Union days.
 - 3. Two days following the last day of students may be designated as teacher workdays. All required records shall be completed by the end of the day of the last teacher workday.
- B. The Professional Development Calendar shall be found in Appendix C-2. The Professional Development Calendar for each year of this Agreement shall be determined through negotiations between the RUEA District Director and the Superintendent or his/her designee.
- C. The Board and the Union agree that the conditions as set forth in this Article are valid only if the number of attendance days and hours of the district are in accordance with the minimum number of attendance days and hours required by law for receipt of the full foundation allowance State Aid. In the event the minimum number of days and/or hours are not met, the calendar must be re-negotiated.

ARTICLE XXI: LEAVES OF ABSENCE

- A. GENERAL
 - 1. All requests for leaves of absence must be in writing on the Leave Request Form (Appendix I) and directed to the Executive Director of Human Resources.
 - 2. Employees with four or more years of experience are eligible for Sabbatical, Professional Growth, and Public Office leaves of absence. All other leaves of absence are available to employees regardless of experience.

3. The Board shall grant leaves of absence for Health Leave, Family and Medical Leave Act, Military Leave and the first year of a Childcare Leave upon application. Approval of all other leaves, upon application, is at the discretion of the Board.
4. A teacher on a leave for a school year shall notify the district of his/her intent to return from a leave of absence in writing to the Executive Director of Human Resources or shall request in writing an extension of a leave by March 1 preceding the expiration of his/her leave of absence. If no such notification is received from the teacher on leave by March 1 preceding his/her return, it shall be assumed that the teacher is returning and the teacher shall be assigned accordingly. Returns from other leaves shall be governed by the provisions for that specific leave.
5. Seniority shall continue to accrue during the entirety of a military leave and medical leave. Seniority shall not accrue during the years of any other leave, and the seniority date shall be adjusted accordingly upon application to return.
6. Salary credit shall not accrue on leaves except for military leave or where provided in the specific provisions of other leaves.
7. The teacher's tentative assignment shall be sent by certified mail return receipt requested to the last address on file with the District. It shall be the responsibility of the teacher to keep the District informed of any change in his/her mailing address and to obtain his/her mail. The teacher must respond in writing to the Executive Director of Human Resources and Labor Relations or to his/her designee accepting the assignment for his/her return within ten (10) calendar days from the mailing date of his/her assignment.
8. A teacher who refuses assignment to a position for which he/she is qualified or fails to accept such assignment within ten (10) calendar days of the mailing date of said offer shall be considered to have resigned and shall have no further rights under this Agreement. The Superintendent shall have the authority to waive this provision if the teacher is on military duty.
9. A teacher on leave, if not provided with insurance by the provisions of the specific kind of leave, shall have the option of continuing the current health insurance by forwarding the appropriate premium payment in a manner as determined by the Board to the Board by the first day of the month following the month in which the leave is effective according to the provisions of law. Persons on leave shall not be entitled to any other benefits set forth in this agreement except as expressly indicated.
10. To be eligible for a subsequent leave of absence after the expiration of a leave of absence and any extensions thereof granted under the provisions of this Article, a teacher must have returned to work for a period of at least one (1) full school year in his/her assignment, except where the leave of absence is otherwise required to be granted by state or federal law.
11. Positions from which teachers leave under this provision shall be considered vacancies and not held open for the teacher except in leaves of under forty-five (45) days where a substitute is used.

B. SABBATICAL LEAVE

1. The Board policy on sabbatical leave as presently written shall remain in effect for the duration of this Agreement.
2. The Sabbatical Policy is provided in Appendix B.

C. HEALTH LEAVE

1. Quality education necessitates regular teacher attendance. In cases where ill health necessitates frequent and/or lengthy absences, the teacher is required to request a leave of absence for health reasons. The teacher may choose to utilize all or a part of his/her paid leave before requesting the leave of absence.
2. A health leave of absence without pay shall be granted for a period up to one (1) year to a teacher for illness, and/or physical disability upon written request from the teacher. Such request shall be accompanied by a recommendation from a physician. A period of up to a second year may also be granted upon submission of proper documentation with an application. Upon written request from the teacher, the health leave of absence may, at the discretion of the Board, be extended for up to an additional one (1) year period beyond the second year.
3. A teacher may be placed on an involuntary health leave in accordance with Article V, Section 2, of the Teacher Tenure Act after the teacher has exhausted his/her accrued paid leave days or the income protection program. A teacher placed on said leave by the Board shall not be eligible for return prior to the date when the leave is scheduled to expire.
4. For leaves lasting more than forty-five (45) school days, a teacher who has requested and been granted a health leave may, after giving notice of at least ten (10) school days of his/her intent to return from said leave be assigned to the same position which he/she held at the time the leave commenced or to a position of like nature, seniority, status and pay, whenever he/she is capable of fulfilling his/her professional obligations.
5. If a teacher applies for a less than forty-five (45) school day leave, and is able to return in that period, and the position is filled by a substitute teacher, the teacher will be reinstated five days after his/her request and, upon return will be returned immediately to his/her previous position and the leave shall not result in a loss of experience on the salary schedule. A letter from a physician shall be required as verification of the teacher's ability to perform professional obligations. If the position is filled by a regularly contracted teacher, the teacher's return will be treated as in number 4 above.
6. Health insurance and other insurance granted under the provisions of Article XXIII: SUPPLEMENTARY BENEFITS shall remain in force for a period of up to one (1) school year during the health leave of absence. Any extension of the health leave of absence beyond one school year shall be without health insurance or other insurance granted under the provisions of Article XXIII: SUPPLEMENTARY BENEFITS. The employee can continue healthcare coverage at his/her expense subject to the permission of the insurance carrier.

D. EMERGENCY LEAVE

1. A leave of absence for up to one (1) year, without pay or supplementary benefits, may at the discretion of the Board, be granted to a teacher for personal emergency reasons, upon a written request and appropriate documentation by the teacher.
2. For leaves lasting more than forty-five (45) school days, a teacher who has requested and been granted an emergency leave may, after giving notice of at least ten (10) school days of his/her intent to return, and returns from said leave be assigned to the same position which he/she held at the time the leave commenced or to a position of like nature, seniority, status and pay, whenever he/she is capable of fulfilling his/her professional obligations.
3. If a teacher applies for a leave of less than forty-six (46) school days, and is able to return in that period, and the position is filled by a substitute teacher, the teacher, upon return, will be reinstated immediately to his/her previous position and the leave shall not result in a loss of experience on the salary schedule. A letter from a physician may be required as verification of the teacher's ability to perform professional obligations. If the position is filled by a regular contract teacher, the teacher's return will be in the same manner as in C-4 above.

E. PROFESSIONAL GROWTH LEAVE

1. A leave of absence for one (1) year, without pay or supplementary benefits, renewable for a second year, may be granted at the discretion of the Board for professional development opportunities, study, teacher exchange programs and other activities that the Board may determine appropriate. Professional Growth Leave will not be granted for the purposes of employment in another school district.
2. Whenever possible such a leave shall commence at the beginning of a school year or at the semester change.
3. Return from Professional Growth Leave shall be at the beginning of a school year, provided such leave does not conflict with seniority as defined in this Agreement.

F. MILITARY LEAVE

1. Leave of absence without pay or supplementary benefits shall be granted to any teacher for the purpose of fulfilling his/her obligations for military service in any branch of the armed forces of the United States according to applicable state and federal law.
2. A teacher returning from a leave of absence for military service shall be reinstated to an available position for which he/she is certified and qualified consistent with his/her seniority and tenure rights and according to applicable state and federal law.

G. PUBLIC OFFICE

1. A leave of absence without pay or supplementary benefits for one (1) year, renewable for up to four (4) years duration may be granted to a teacher for the purpose of campaigning for or serving in any full time public office.
2. Whenever possible public office leaves will be granted to commence at the beginning of a school year or at a semester change.

3. Such leave may be terminated upon the teacher's written request at which time the teacher will be placed at the bottom of the placement list for the next available position for which he/she qualifies and will accept, provided such return does not conflict with seniority as defined in this Agreement.
4. Completed applications for public office leave specifying the intended length of the requested leave shall be filed with the Superintendent not later than April 1 for leaves beginning the following school year.

H. CHILD CARE LEAVE

1. A leave of absence for up to one (1) year, without pay or supplementary benefits, shall be granted to a teacher for the purpose of child care of the teacher's child, at birth or adoption, or for a serious health condition, according to and in conjunction with the provisions of the Family and Medical Leave Act. The leave may be renewable for a second year upon request to and at the discretion of the Board.
2. Return from Child Care Leave shall only be at the beginning of a school semester. A teacher on this leave may, under changed circumstances, apply to return prior to the designated end of the leave, but such return shall be at the discretion of the Board.
3. Upon return from Child Care Leave, a teacher shall be placed in a position for which he/she is certified and qualified.

I. FAMILY AND MEDICAL LEAVE ACT

1. Except as expressly conditioned by the terms of this provision, an eligible teacher shall be granted a leave under the Family and Medical Leave Act for the purposes and subject to the terms and conditions of said Act and its implementing regulations.
2. Any unpaid leave, which is otherwise available under the provisions of this Agreement for the same purposes for which leave is required to be provided under the Family and Medical Leave Act, shall be used concurrently with the leave provided under the Family and Medical Leave Act and credited toward the leave entitlement of an eligible teacher under the Family and Medical Leave Act to the extent permitted by said Act and its implementing regulations. An eligible teacher shall not be required to substitute his/her paid leave days for any period of leave provided through the Family and Medical Leave Act, but shall not be able to use paid leave to extend the twelve weeks of benefits provided under said Act.
3. If a teacher fails to return from an unpaid leave during which the teacher received a continuation of paid benefits under the Family and Medical Leave Act, the amount paid for continuation of these benefits shall be repaid to the Board unless the teacher was otherwise entitled to the continuation of the benefits under other sections of this Agreement. Repayment shall be made within fifteen (15) days after a demand for payment or according to a repayment plan agreed upon

between the teacher and the Board. The repayment amount, or any portion thereof, will be deducted from any wage or other payments owing to the teacher. Any deficiency shall be collectible by initiating legal action if not remitted within fifteen (15) days after demand for payment is made.

ARTICLE XXII: MISCELLANEOUS

- A. An adequate number of substitutes should be listed.
- B. There shall be established in each building a procedure that will provide for communications and consultation between teachers and administrators concerning problems of mutual concern.
- C. In the case of the temporary closing of a school for inclement weather, mechanical difficulties, or Acts of God, the teachers of that building shall not be required to attend school on that day. In those cases where a school or schools are closed for two (2) or more consecutive days, the teachers will be subject to reassignment to other professional duties.
- D. The Board shall make available in each school, lunchroom, restroom and lavatory facilities exclusively for use of teachers, other school personnel, and other authorized persons, and one room shall be reserved for use as a faculty lounge. Parking facilities shall be provided and maintained for teacher use.
- E. Telephone facilities shall be made available to teachers for school business.
- F. When a teacher's preparation or planning period must be assigned for emergency reasons, the assignments shall be rotated so that all of the staff share these burdens equitably.
- G. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.
- H. The Board shall furnish the RUEA District Director six (6) copies of the agenda and complete minutes of all regular and special meetings of the Board of Education.
- I. No Child Left Behind Compliance:
 - 1. Any committee charged with developing recommendations under the No Child Left Behind Act (NCLB) shall include RUEA members equal to one-half of the entire committee. Those members shall be appointed by the District Director.
 - 2. If the Superintendent is given recommendations or is faced with actions required to comply with NCLB that might violate the Agreement or past practices relied upon by the parties, he/she shall meet with the RUEA Director to discuss the matter and consider any possible alternatives to such action.
 - 3. If the District needs to review any teacher returning from leave or layoff to assure that he/she is highly qualified under NCLB, the parties will use the process provided in Memorandum of Agreement #7.

- J. Teachers who give notice of their retirement by March 15th of the school year in which they retire will receive a \$500 payment at separation of service from Redford Union Schools.

ARTICLE XXIII: SUPPLEMENTARY BENEFITS

- A. The Board shall reimburse the teachers for the cost of tuition and books for courses specifically required by the administration, which are necessary for the teacher to maintain his/her position (excluding the hours necessary for permanent certification and those to meet North Central requirements.) All such courses must be requested to the Superintendent and approved by him/her in writing for the individual teacher prior to taking the course.
- B. Credits shall be shown by an official transcript from a fully accredited university or college. All transcripts must be in the Human Resources Office not later than October 31 in order to receive salary credit for the full year or by March 15 to receive one-half salary credit for the year.
- C. VOCATIONAL CERTIFICATES
 - 1. High School teachers who successfully completed requirements and hold a valid vocational certificate in the areas of Trade and Industry, Office Education, Health Occupations, Distributive Education, and Cooperative Education, in addition to their regular teacher's certificate, shall be paid an additional stipend of 6% based on the Bachelor's minimum yearly salary on a pro-rata basis only when the teacher is assigned an instructional workload that is vocationally reimbursed.
 - 2. Teachers who have voluntarily chosen to transfer out of vocational certificate areas will not be eligible for the additional stipend.
 - 3. All certificates must be in the Human Resources Office not later than October 31 in order to receive this credit for the full year or March 15 to receive one-half salary credit for the year.
- D. Teachers who teach six (6) classes, as an interim assignment shall be paid at the rate of one-fifth of their contractual salary for such sixth class assignment.
- E. A teacher who resigns a teaching position in the District and later returns shall be entitled to full credit for all experience within the Redford Union system plus all allowable outside teaching experience in determining his/her level on the salary schedule.
- F. Teachers hiring into the system initially may, at the discretion of the Board, be allowed up to eight (8) years of outside teaching or other related experience on salary schedules A and B after September 1, 2007.
- G. Teachers hiring into the system initially shall be allowed one (1) year's experience on the Salary Schedule A for honorable service of twelve (12) months or more in the Armed Forces or Peace Corps. This policy shall not apply to teachers hired prior to the 1969-70 school year.

H. LONGEVITY

Upon completion of an employee's twenty (20) years of service at Redford Union Schools, the employee shall receive at the start of his/her 21st year, an additional amount per year equal to a percentage of the 12th step of the applicable Salary Schedule level as follows:

- 1% Start of 21st year through 24 years of District service (Discontinues 9/1/2011)
- 3% Start of 28th year of District service

I. LEAVE DAYS

Leave days are earned at the rate of one (1) day per month for a maximum of up to ten (10) days per school year. All of the days are granted at the beginning of the school year. However, if a teacher has been on a leave at the end of the previous school year and takes a leave which is not medically necessitated during the current school year, the days will be pro-rated each month and not granted at the beginning of the school year.

If three (3) to five (5) consecutive leave days are used for other than emergency or medical reasons, prior notification must be given otherwise they will be counted as unpaid days. If it is for emergency or medical reasons, appropriate documentation must be provided. For more than the usage of days for non-medical reasons, prior notification and approval must be obtained from the Superintendent or his/her designee, otherwise they will be treated as unpaid leave days.

If a member works less than ten (10) days in any month, the member will not qualify for a paid leave day for that month and any paid leave day attributable to and used in any month within which the member worked less than 10 days will be docked from the member's pay or deducted from the member's bank of accumulated leave days.

Any member that takes more than 10 days in a 30-day period must be pre-approved or they will be deemed as unpaid leave days and will be docked accordingly. In addition, any member taking three or more consecutive leave days must get pre-approved.

Leave days will be granted to teachers as follows:

1. Each teacher shall receive ten (10) leave days per year accumulated to a maximum of 60 days.
 - a. Teachers accumulating in excess of the maximum accumulation of days will be compensated at \$65 per day, to be paid by July 15.
 - b. Upon leaving Redford Union Schools, in good standing, teachers will be compensated for all unused leave days at the rate of \$65 per day.
2. The first responsibility of all school employees is the orderly conduct of the school. Although leave time may be used for various purposes, the absence of any employee could interfere with our school services. Therefore, requests for use of leave days, except in cases of sickness or emergencies, should be made in advance to the school principals so that substitutes can be provided.

3. No extended vacations will be granted except as authorized by the Board of Education or their designee. A request for using leave days for such purposes shall be made at least thirty (30) days in advance.
4. Effective September 1, 2010, each teacher shall receive two (2) bereavement days which are non-accumulative and non-compensated.

J. The estate of a teacher who dies during the school year shall receive a prorata amount of the present year's leave day allowance based on the length of his/her employment during the school year plus the full amount of any leave day allowances accumulated.

K. JURY DUTY

1. A teacher called for jury duty including time for assignments and orientation and for whom the district is not able to gain deferment shall not have any leave days deducted but will reimburse the district for compensation paid by the court minus mileage.
2. A teacher served with a subpoena shall not be charged leave days for the performance of such obligation up to five (5) days per year. Employee must submit documentation.

L. MEDICAL SERVICE PLAN

1. Effective September 1, 2010 the Board will provide full-time teachers with the Blue Cross/Blue Shield PPO #1 Plan (or comparable plan) with the following deductibles and co-pays:

Contract Year	In-Network Deductible	Out-of-Network Deductible	Office Co-Pay	Emergency Room Co-Pay
2010-11	\$500/\$1,000	\$1,000/\$2,000	\$20.00	\$50.00
2011-12	\$600/\$1,200	\$1,200/\$2,400	\$25.00	\$75.00
2012-13	\$750/\$1,500	\$1,500/\$3,000	\$25.00	\$75.00

Teachers hired on or after September 1, 2010 will be required to elect the Blue Cross Community Blue PPO #4 Plan (or comparable plan) for the first four years of their employment with Redford Union Schools.

2. Effective September 1, 2010, all bargaining unit members will participate in the 10/20/40 Drug Prescription Rider Program with a \$40 co-pay for designer drugs and \$40 co-pay for anti-ulcer medication. Each subscriber may “grandfather” one designer drug to the second tier. Each teacher may participate in the Over the Counter Medication Program through the Board’s designated prescription drug carrier for specifically listed antihistamines (allergy medications) and anti-ulcer (heartburn medications). If an Over-the-Counter Medication is prescribed by a physician for the above categories, there will be a zero co-pay. Effective September 1, 2012, the co-pay will be increased to a 15/25/50 Drug Prescription Rider Program with a \$50 co-pay for designer drugs and a \$50 co-pay for anti-ulcer medication.
3. An eligible teacher who elects not to receive coverage under the medical service plan as provided herein shall receive one hundred dollars (\$100) per month, maximum of

one thousand two hundred dollars (\$1,200) per year, to be paid as additional compensation in lieu of the health insurance coverage.

4. Preventive care is exempt from the Network deductibles. Preventative services are limited to \$1,000 per year, per individual, must be In-Network and are listed in the Benefits-At-A-Glance Plans.
 5. A Health Advisory Committee will be established that will meet to monitor and discuss benefit costs and changes.
- M. The Board shall pay to the carrier 50% of the premium cost of long-term income protection coverage, with a rider to cover complications due to pregnancy, for each teacher eligible for coverage under the terms of this Agreement. The waiting period of the coverage shall not be more than a sixty (60) calendar days waiting period. During the time income protection insurance benefits are being collected, accrued leave days shall neither be paid nor forfeited.
- N. The Board agrees to continue the present liability coverage or its equivalent for all teachers.
- O. The Board shall pay to the carrier the full premium cost of term life insurance coverage of \$40,000 (w/AD & D) for each teacher eligible for coverage under the terms of this Agreement. Effective January 1, 2003, the Board shall pay to the carrier the full premium cost of term life insurance coverage of \$45,000 (w/AD & D) for each teacher eligible for coverage under the terms of this Agreement.
- P. The Board shall make payment of all appropriate insurance premiums for each employee through August 31 for all employees who complete their contractual obligations except that income protection shall terminate as of the end of the school year for retirees and teachers who resign as of the end of the school year.
- If an employee terminates his/her employment prior to the end of the school year, coverage of health insurance shall terminate at the end of the month in which termination occurred and income protection coverage and life insurance coverage shall terminate on the last day the teacher is actively employed.
- Q. The failure of an insurance company to provide any of the benefits for which it has contracted, for any reason whatsoever, shall not result in any liability of the Board or the Union, nor shall such failure be considered a breach by either of them of any obligation under this contract.
- R. Subject to the terms of the contracts with the respective insurance carriers it is the intent of the parties that insurance benefits provided for in Article XXIII: SUPPLEMENTARY BENEFITS of the Agreement shall commence on the first compensable working day of teachers and that coverage shall remain in effect continuously for the duration of this Agreement so long as the teacher is actively employed by the Board. The parties further intend that except where explicitly provided there will be no coverage for teachers on any type of leave of absence.
- S. The Board shall pay to the carrier the full premium cost of a comprehensive dental plan for each eligible teacher and his/her dependents including bridges, dentures and implants.

Effective September 1, 2010, the co-pay percentage for dental care basic Level I benefits will increase to 90%. Benefits are listed in Appendix D.

- T. At the request of the Union, the Board will meet with the Union Insurance Committee a minimum of three (3) times per year to review present insurance policies, future considerations or carriers and additional benefits available. However, the Board shall retain the right of final selection with regard to all insurance contracts and the carriers not otherwise named in this Agreement.
- U. All benefits hereunder are subject to the terms and conditions of the insurance policies and any claims shall be made against the insurance carrier. The employee must comply with all requirements for coverage specified by the insurance carrier, including those for enrollment and active employment. The employee must, within thirty (30) days of the change, notify the Employer of any change in marital status and/or number or age of dependents, which would result in an adjustment of premiums paid by the Employer for insurance coverage. Any failure to so notify the Employer shall make the employee liable for any overpayment of premiums attributable thereto. Any overpayment of premiums shall be deducted from the salary of the teacher.
- V. All benefits under the terms of this Agreement including health care benefits are independent of any other benefits provided to employees outside of the RUEA Bargaining Unit.
- W. A teacher who is laid off and who is paid unemployment compensation benefits (associated with his or her regular teaching assignment) during the summer immediately following the layoff and who is subsequently recalled to the teaching position at the beginning of the next school year, will be paid according to an annual salary rate, such that his/her unemployment compensation plus that annual salary rate will be equal to the rate of salary he/she would have earned for the school year had he/she not been laid off, subject to the following conditions:

The total of unemployment compensation plus salary earned by employment in the district shall not be below that which the employee would have received had he or she been employed the entire school year.

The salary earned through employment in the district shall not be less than his or her salary from same for a similar period during the preceding school year.

ARTICLE XXIV: ANNEXATION, CONSOLIDATION OR OTHER REORGANIZATION OF THE DISTRICT

- A. This Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this district shall be merged or combined.
- B. In the event that this district shall be combined with one or more districts, the Board will use its best effort to assure the continued employment of its teaching staff without reduction in position in such consolidated district.

ARTICLE XXV: DURATION OF AGREEMENT

- A. This Agreement shall be effective as of September 1, 2010 and shall continue in effect until August 31, 2013.

- B. Anytime after April 30, 2013, either party may submit a written request to the other party to begin such negotiations. Such negotiations shall commence within thirty (30) days after the receipt of such written request by the other party.
- C. This Agreement shall be binding on the parties hereto, their executors, administrators, successors and assigns. If any provision or any application of the Agreement to any employee or group of employees shall be found contrary to law by a court of competent jurisdiction or by a registered opinion of the Michigan Attorney General, then that portion of the Agreement shall be opened for immediate negotiation so as to conform with law, but all other provisions or applications shall continue in full force and effect.
- D. It is further agreed that the Board will pay all benefits incorporated within this Agreement subject, however to applicable Federal law, or rules, regulations or orders under such laws.
- E. At the expiration date of this agreement, steps will be frozen for one (1) year, beginning September 1, 2013. Beginning September 1, 2014, employees will advance one step on the salary schedule.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal on the day and year first written above.

IN THE PRESENCE OF:

REDFORD UNION SCHOOLS, DISTRICT NO. 1

Mark Wierimaa
President, Board of Education

Patricia Isabell
Secretary, Board of Education

Ronald J. Stoneman
Superintendent

Karen L. Moffitt
Assistant Superintendent Business Services

Shawn McGowan
Chief Negotiator

Lawrence M. Digon
Executive Director of Human Resources

Date: _____, 2011

WAYNE COUNTY MEA-NEA

John Mitroka
Wayne County MEA/NEA
President/Bargaining Chair

Steve Losey
Local RUEA District Director

Jordan Harris
Wayne County MEA/NEA
Executive Director

Michael Sampson
Local RUEA District Negotiator

Date: _____, 2011

**SALARY SCHEDULE A
REDFORD UNION SCHOOLS**

2010-2011 SCHOOL YEAR

STEP	BACHELOR'S DEGREE	BA + 20	MASTER'S DEGREE	MA + 15	THIRD LEVEL
-------------	------------------------------	----------------	----------------------------	----------------	------------------------

0	\$35,900.00	\$37,400.00	\$39,100.00	\$40,600.00	\$42,100.00
1	\$37,426.00	\$38,926.00	\$41,153.00	\$42,653.00	\$44,153.00
2	\$39,016.00	\$40,516.00	\$43,313.00	\$44,813.00	\$46,313.00
3	\$40,675.00	\$42,175.00	\$45,587.00	\$47,087.00	\$48,587.00
4	\$42,403.00	\$43,903.00	\$47,981.00	\$49,481.00	\$50,981.00
5	\$44,205.00	\$45,705.00	\$50,500.00	\$52,000.00	\$53,500.00
6	\$46,084.00	\$47,584.00	\$53,151.00	\$54,651.00	\$56,151.00
7	\$48,043.00	\$49,543.00	\$55,941.00	\$57,441.00	\$58,941.00
8	\$50,084.00	\$51,584.00	\$58,878.00	\$60,378.00	\$61,878.00
9	\$52,213.00	\$53,713.00	\$61,969.00	\$63,469.00	\$64,969.00
10	\$54,432.00	\$55,932.00	\$65,223.00	\$66,723.00	\$68,223.00
11	\$56,745.00	\$58,245.00	\$68,647.00	\$70,147.00	\$71,647.00
12	\$59,157.00	\$60,657.00	\$72,251.00	\$73,751.00	\$75,251.00

Employees moving up the salary steps will receive no less than their current salary.

GRADUATE HOURS

**Third Level
Doctoral Level**

**Includes Double Masters, Ed. Specialist, MA+45
\$800 above Third Level**

VOCATIONAL CERTIFICATE: \$2,000 (Assignment must be vocationally reimbursed.)

**SALARY SCHEDULE A
REDFORD UNION SCHOOLS**

2011-2012 SCHOOL YEAR

STEP	BACHELOR'S DEGREE	BA + 20	MASTER'S DEGREE	MA + 15	THIRD LEVEL
0	\$35,900.00	\$37,400.00	\$39,100.00	\$40,600.00	\$42,100.00

1	\$37,426.00	\$38,926.00	\$41,153.00	\$42,653.00	\$44,153.00
2	\$39,016.00	\$40,516.00	\$43,313.00	\$44,813.00	\$46,313.00
3	\$40,675.00	\$42,175.00	\$45,587.00	\$47,087.00	\$48,587.00
4	\$42,403.00	\$43,903.00	\$47,981.00	\$49,481.00	\$50,981.00
5	\$44,205.00	\$45,705.00	\$50,500.00	\$52,000.00	\$53,500.00
6	\$46,084.00	\$47,584.00	\$53,151.00	\$54,651.00	\$56,151.00
7	\$48,043.00	\$49,543.00	\$55,941.00	\$57,441.00	\$58,941.00
8	\$50,084.00	\$51,584.00	\$58,878.00	\$60,378.00	\$61,878.00
9	\$52,213.00	\$53,713.00	\$61,969.00	\$63,469.00	\$64,969.00
10	\$54,432.00	\$55,932.00	\$65,223.00	\$66,723.00	\$68,223.00
11	\$56,745.00	\$58,245.00	\$68,647.00	\$70,147.00	\$71,647.00
12	\$59,157.00	\$60,657.00	\$72,251.00	\$73,751.00	\$75,251.00
13	\$61,671.00	\$63,171.00	\$76,044.00	\$77,544.00	\$79,044.00

Employees moving up the salary steps will receive no less than their current salary.

GRADUATE HOURS

**Third Level
Doctoral Level**

**Includes Double Masters, Ed. Specialist, MA+45
\$800 above Third Level**

VOCATIONAL CERTIFICATE: \$2,000 (Assignment must be vocationally reimbursed.)

**SALARY SCHEDULE A
REDFORD UNION SCHOOLS**

2012-2013 SCHOOL YEAR

STEP	BACHELOR'S DEGREE	BA + 20	MASTER'S DEGREE	MA + 15	THIRD LEVEL
0	\$35,900.00	\$37,400.00	\$39,100.00	\$40,600.00	\$42,100.00
1	\$37,426.00	\$38,926.00	\$41,153.00	\$42,653.00	\$44,153.00
2	\$39,016.00	\$40,516.00	\$43,313.00	\$44,813.00	\$46,313.00

3	\$40,675.00	\$42,175.00	\$45,587.00	\$47,087.00	\$48,587.00
4	\$42,403.00	\$43,903.00	\$47,981.00	\$49,481.00	\$50,981.00
5	\$44,205.00	\$45,705.00	\$50,500.00	\$52,000.00	\$53,500.00
6	\$46,084.00	\$47,584.00	\$53,151.00	\$54,651.00	\$56,151.00
7	\$48,043.00	\$49,543.00	\$55,941.00	\$57,441.00	\$58,941.00
8	\$50,084.00	\$51,584.00	\$58,878.00	\$60,378.00	\$61,878.00
9	\$52,213.00	\$53,713.00	\$61,969.00	\$63,469.00	\$64,969.00
10	\$54,432.00	\$55,932.00	\$65,223.00	\$66,723.00	\$68,223.00
11	\$56,745.00	\$58,245.00	\$68,647.00	\$70,147.00	\$71,647.00
12	\$59,157.00	\$60,657.00	\$72,251.00	\$73,751.00	\$75,251.00
13	\$61,671.00	\$63,171.00	\$76,044.00	\$77,544.00	\$79,044.00
14	\$64,292.00	\$65,792.00	\$80,036.00	\$81,536.00	\$83,036.00

Employees moving up the salary steps will receive no less than their current salary.

GRADUATE HOURS

**Third Level
Doctoral Level**

**Includes Double Masters, Ed. Specialist, MA+45
\$800 above Third Level**

VOCATIONAL CERTIFICATE: \$2,000 (Assignment must be vocationally reimbursed.)

EXTRA PAY SCHEDULE

LEVEL	1 ST YEAR	2 ND YEAR	3 RD YEAR	4 TH YEAR	5 TH YEAR
I	\$219	\$265	\$315	\$363	\$424
II	\$431	\$517	\$603	\$686	\$793
III	\$626	\$771	\$891	\$1010	\$1163

IV	\$869	\$1024	\$1180	\$1335	\$1532
V	\$1083	\$1276	\$1466	\$1657	\$1901
VI	\$1302	\$1529	\$1752	\$1980	\$2269
VII	\$1520	\$1780	\$2042	\$2307	\$2644
VIII	\$1735	\$2033	\$2330	\$2628	\$3014
IX	\$1953	\$2285	\$2619	\$2954	\$3382
X	\$2169	\$2540	\$2908	\$3276	\$3752
XI	\$2385	\$2792	\$3193	\$3599	\$4120
XII	\$2603	\$3042	\$3483	\$3922	\$4493

SCHEDULE B

Assignment and reassignment to Schedule B positions shall be made annually and are subject to yearly review by the Board of Education, who shall make the final determination as to the continuation or deletion of each of these positions and the services of the person appointed to the position. Teachers shall not be deemed to be granted continuing tenure with respect to Schedule B assignments by virtue of this Agreement or for any other reason whatsoever.

A teacher, once given an assignment, will be automatically reappointed to the assignment for the forthcoming school year unless notification of his/her removal is given him/her by the Monday of the last week in June of the current school year. Failure to so notify an individual will be conclusive evidence of his/her reappointment for the next school year. Teachers intending to resign such positions shall notify the appropriate administrator no later than the first Monday in June. Mentors will not be subject to the automatic renewal to a specific assignment to a mentee, but will be continued on the mentor list unless notified as described above.

Assignment transfers to another building may occur after the deadline for notice of non-reassignment has occurred. In the event that the transfer occurs after the Monday of the last week in June and the Union member's retention in the Schedule B-C position is no longer feasible, the Union member will forfeit the position and compensation for the position.

Teachers involved in the extra duty assignments set forth below are required to expend additional time beyond the normal teacher day and, therefore, the Board shall pay each teacher an additional remuneration as indicated below:

POSITION	PLACE	COMPENSATION
ANNUAL	High School	Mileage
BASEBALL Head Coach Assistant Coach	High School High School	IX VI
BASKETBALL Boys Head Coach Boys Assistant Coach Boys Freshman Coach Boys 7-8 Grade Coach Girls Head Coach Girls Assistant Coach Girls Freshman Coach Girls 7-8 Grade Coach	High School High School High School Middle School High School High School High School Middle School	XII VIII VII V XII VIII VII V
CHEERLEADER/ 2 squads	High School	VIII
CROSS COUNTRY Boys Head Coach Girls Head Coach	High School High School	VIII VIII
DEBATE COACH	High School	IX
**DEPARTMENT REPRESENTATIVES *60 Sections or More	High School	VI (Plus one period off)
**DEPARTMENT REPRESENTATIVES *25-59 Sections	High School	V
**DEPARTMENT COORDINATOR	Middle School	III
DRAMATICS	High School	VII (all rehearsals after school)
FOOTBALL Head Coach Assistant Coach Reserve Coach Freshman Coach	High School High School High School High School	XII VIII VIII VII

Assistant Freshman Coach	High School	VI
GOLF/Head Coach	High School	VII
JOURNALISM	High School	Mileage
MENTOR TEACHER	K-12	V – Paid up to 3 rd year maximum of Schedule C
SERVICE PATROL	Elementaries	V
SOCCER Boys Head Coach Boys Assistant Coach Girls Head Coach Girls Assistant Coach	High School High School High School High School	VIII VI VIII VI
SOFTBALL Head Coach Assistant Coach	High School High School	IX VI
SWIMMING Boys Head Coach Boys Assistant Coach Girls Head Coach Girls Assistant Coach	High School High School High School High School	X VII X VII
SYNCHRONIZED SWIMMING Head Coach Assistant Coach	High School High School	VI III
TENNIS Boys Head Coach Girls Head Coach	High School High School	VIII VIII
TRACK Boys Head Coach Boys Assistant Coach Girls Head Coach Girls Assistant Coach Co-ed 7-8 Grade Coach	High School High School High School High School Middle School	IX VI IX VI V
VOLLEYBALL Girls Head Coach Girls Assistant Coach Girls Freshman Coach Girls 7-8 Grade Coach	High School High School High School Middle School	VIII VII VI V
WRESTLING Boys Head Coach Boys Assistant Coach Boys 7-8 Grade Coach	High School High School Middle School	X VII V

*Determination of number of sections will be based on fall class schedules. A section is a class of 45 to 55 minutes duration, which meets for five (5) days each week for a period of one (1) school year. In figuring total sections, proportionate credit will be given to those classes which meet for shorter periods of time. The following department representatives have been authorized: English, Social Studies, Mathematics, Science, and Business.

**Up to twenty-five (25) hours per department may be used at the discretion of the principal.

SCHEDULE C

The following assignments are paid a supplement for extra time or extra duties. Tenure only applies to those positions covered by the Teacher's Tenure Act.

A teacher, once given an assignment, will be automatically reappointed to the assignment for the forthcoming school year unless notification of his/her removal is given him/her by the first Monday in June of the current school year. Teachers intending to resign such positions shall notify the appropriate administrator no later than the first Monday in June. If a staff member is transferred and it is unreasonable to continue in this position, he/she must be notified at the time of the transfer.

POSITION	COMPENSATION
Band/Middle School	II
Co-Op Coordinator/ Distributive Education	1 week extra duty + additional time as needed subject to the discretion of the principal.
Co-Op Coordinator/Health	1 week extra duty + additional time as needed subject to the discretion of the principal.
Co-Op Coordinator/Office	1 week extra duty + additional time as needed subject to

	the discretion of the principal.
Co-Op coordinator/Technical & Industrial	1 week extra duty + additional time as needed subject to the discretion of the principal.
Counselors	V, plus 2 weeks
Diagnostician	X
Flags/Majorettes	V
Instrumental Music & Band/Elementary	II
Instrumental Music & Marching Band Director/High School	XII
Librarian	Same rate as contractual teacher substitute in Schedule D. Maximum of 60 hours, one week before school opens and one week after school closes, subject to the discretion of the principal.
Reading Specialist	V
School Social Worker	VII
Vocal Music Director/High School	VIII, plus III with Drama
Vocal Music/Middle School	I
Vocal Music/Elementary	I
ROTC Extra Duty (Completion of Summer Challenge and additional duty during the school year)	VII

SCHEDULE D

Assignment and reassignment to Schedule D positions shall be made as necessary and are subject to review by the Board of Education, who shall make final determination as to the continuation or deletion of each of these positions and the services of the person appointed to the position. Teachers shall not be deemed granted continuing tenure with respect to Schedule D assignments by virtue of this agreement or for any other reason whatsoever.

Teachers involved in the extra duty assignments set forth below are required to expend additional time beyond the normal teacher day and, therefore, the Board shall pay each such teacher an additional remuneration as indicated below:

POSITION	HOURLY RATE SCHEDULES
Bookstore Manager/High School	\$21.16
Contractual Teachers (Substitute)/Prep	\$30.00
Driver Education Teacher	\$21.16
Extra Duty (Per Teacher Contract)	\$21.16
Instructional Swimming	\$21.16
Life Guard	\$21.16
Summer School Teacher	\$30.00
After school Credit Recovery Teacher	\$30.00
Curriculum Leader	\$30.00

APPENDICES

APPENDIX A-1

**REDFORD UNION SCHOOLS, DISTRICT No. 1
GRIEVANCE REPORT FORM
STEP I***

Name of Grievant _____

Building Presented _____ **Date** _____

STEP I

A. Date cause of grievance occurred _____

B. Section(s) of Agreement alleged to be violated _____

C. Statement of grievance _____

D. Relief requested _____

Signature _____ Date _____

*Submitted to Principal or Director

APPENDIX A-2

REDFORD UNION SCHOOLS, DISTRICT No. 1

**GRIEVANCE REPORT FORM
STEP II**

A. Date received by Superintendent or designated representative: _____

B. Response of Superintendent or designated representative: _____

SIGNATURE: _____

DATE: _____

APPENDIX B

SABBATICAL LEAVE POLICY

AUTHORIZATION

Sabbatical leave of absence may be granted to members of the professional staff of the Redford Union Schools subject to the approval of the Board of Education upon the recommendation of the Superintendent of Schools, when in their considered judgment, the professional competence of the staff member and the general welfare of the public schools will be benefited.

The policies and administrative regulations of the Redford Union Sabbatical Leave Program are authorized and shall be interpreted in accordance with the following Michigan statutory provisions and any amendments thereto:

Any Board, after a teacher has been employed at least seven (7) consecutive years of employment, may grant said teacher a sabbatical leave for professional improvement for not to exceed two (2) semesters at any one time: Provided, that the teacher holds a permanent or life certificate, or is engaged in teaching in a college maintained by the Board. During said sabbatical leave, the teacher shall be considered to be in the employ of the said Board, shall have a contract, and may be paid compensation as provided in the rules and regulations of said Board: Provided, however that said Board shall not be held liable for death or injuries sustained by any teacher while on sabbatical leave.

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

A teacher upon return from a sabbatical leave shall be restored to his/her teaching position or to a position of like nature, seniority, status and pay. Said teacher shall be entitled to participate in any other benefits that may be provided for by rules and regulations of the Board made pursuant to law.

PURPOSES

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

*Legal Reference - Sec. 1235 of the Revised School Code, MCL 380.1235

The following information shall be presented in the application as evidence of the employee's plan to fulfill the purposes of the leave:

1. Formal Study

A program of work should be outlined which will qualify the applicant for a higher credential in his/her profession, or a program of recognized courses relating to the present or prospective service of the applicant to the Redford Union School District. A minimum of eight (8) semester hours of graduate credit, or its equivalent, is required for each semester of sabbatical leave.

2. Research and/or Writing

The proposed project shall be outlined and approved in relation to the present or prospective service of the applicant to Redford Union School District.

3. Travel

A plan, including the proposed itinerary, shall be submitted stating professional objectives, which are sought through such travel, and also stating the expected value to the school system.

4. Other Reasons

A plan shall be submitted stating the professional objectives, which are sought through the opportunities afforded by the leave, and also stating the expected value to the school system.

ELIGIBILITY AND QUALIFICATIONS

Any professional employee of the Redford Union Schools who meets the qualifications shall be eligible to apply for sabbatical leave. A professional employee may apply for sabbatical leave subject to the following conditions and requirements:

1. Applicant must hold a valid Michigan teaching certificate.
2. Applicant must have seven (7) consecutive years of satisfactory service as a full time employee in the Redford Union Schools. Absence from service in the district for a period of not more than one (1) year under a leave of absence without pay, granted by the Board of Education, shall not be deemed a break in the continuity of a service in computing the seven (7) consecutive years.
3. Subsequent sabbatical leaves may be authorized after eligibility has been reestablished by service of an additional seven (7) consecutive years of satisfactory service as a full time employee.
4. A maximum of two percent (2%) of the professional employees may be granted sabbatical leave each year. Insofar as possible a proportionate division of leaves will be granted to the various groups of the professional staff. Approval of a sabbatical leave by

the Board of Education shall be contingent upon securing an employee qualified to assume the applicant's duties.

5. A sabbatical leave may be granted for a period of not less than one (1) full semester nor for more than two (2) full consecutive semesters. A sabbatical leave once granted may not be terminated before the date of expiration except as otherwise provided herein or otherwise agreed upon by the Superintendent and Board of Education.
6. As a condition to receiving final approval for a sabbatical leave, a staff member shall file with the secretary of the Board of Education, a written agreement stipulating that he/she will remain in the service of the Redford Union Schools for a period of two (2) years after the expiration of said leave.

REQUIREMENTS AND STATUS WHILE ON SABBATICAL LEAVE

1. The compensation for the staff member on sabbatical leave shall be one-half (1/2) of the contractual salary he/she would receive if on active staff status for the period in which the leave is effective unless in combination with a grant or fellowship or other remuneration the total should exceed the amount of his/her regular contractual salary. The details pertaining to any remuneration in excess of the contractual salary shall be worked out with the Superintendent. Any monies a teacher would ordinarily receive if he/she were teaching in the District shall be exempt from the above provision.
2. Payment of salary to a staff member on sabbatical leave shall be made in accordance with the provisions of the Board for payment of salary to other members of the professional staff.
3. An employee on sabbatical leave will receive an allowance of five (5) leave days and will receive the benefits of the regular medical care policy. If a sabbatical leave is for less than a year, the above leave days will be prorated.
4. A sabbatical leave granted to a regular employee of the professional staff shall also operate as a leave of absence without compensation from all other school activities.
5. An employee granted a leave of absence pursuant to this policy may be required to perform such services and to engage in such activities during the leave as the Superintendent of Schools, with the approval of the Board of Education, and the employee may agree upon in writing. In the event that the Superintendent finds that the employee is not fulfilling the agreement or is dilatory in any respect, he/she will report his/her findings to the Board of Education, which shall render a judgment in the case. If it finds the employee dilatory, the entire sum or any portion thereof paid to the employee by the Board of Education shall become immediately due and all future payments shall cease. An employee shall not be considered as having completed the requirements of the sabbatical leave until a final report has been approved by the Superintendent.

REQUIREMENT AND STATUS UPON RETURNING FROM SABBATICAL LEAVE

1. At the expiration of a sabbatical leave, the employee shall be restored to his/her position or to a position of like nature, seniority, status and pay; provided that the employee remains eligible for reinstatement under the rules and regulations of the Board of Education.
2. When an employee completes the planned program of the leave, but does not return to service in the Redford Union Schools, he/she shall within two (2) years repay to the Board of Education the amount received by him/her during the sabbatical leave. If an employee does not remain in the Redford Union Schools for two (2) years immediately following his/her sabbatical leave, he/she shall within two (2) years after leaving the system repay the Board of Education an amount of money, which will bear the same relation to the amount granted as the unexpired period of service bears to two (2) years. This rule does not apply to cases wherein the person becomes incapacitated to work or in cases wherein the rule is waived by the Board of Education.

APPLICATION REQUIREMENTS AND PROCEDURES

1. The applicant should review the policy before proceeding with this application.
2. Prescribed application forms are available at the central administration office.
3. Applicant shall file with the application a detailed plan for the period of the sabbatical leave. This plan shall be on the prescribed form and shall be in accordance with the criteria listed on that form.
4. Completed applications shall be filed with the Superintendent of Schools not later than April 1 for leaves beginning the first semester and November 1 for leaves beginning the second semester.

**APPENDIX C-1
2010-2011 CALENDAR**

**Changes may occur due to negotiations with the MEA/RUEA*

2010	
September 6	Labor Day Break
September 7	First day for teachers
September 9	First day for students
September 29	Student Count
October 1	Hilbert/RUHS – Teacher Professional Development/PM - No students in PM/Homecoming
October 11	Hilbert MI-Access Testing
October 12	MEAP Testing Grades 3-9
October 14	MEAP Testing Grades 3-9
October 19	MEAP Testing Grades 3-9
October 20	RUHS Conferences – Evening
October 21	RUHS Conferences PM & Evening – MEAP Testing Grades 3-9 – No students in PM
October 27	Hilbert Conferences PM & Evening – No students in PM
October 28	Hilbert Conferences PM & Evening – MEAP Testing Grade 9 – No students in PM
October 29	Hilbert – Professional Development AM/PM Off – No students Elementary – Professional Development PM – No students in PM
November 2	Elementary/Hilbert/RUHS – Election Day – Professional Development-No students
November 17	Elementary Conferences PM & Evening – No students in PM
November 18	Elementary Conferences PM & Evening – AM Professional Development- No students
November 19	Elementary Professional Development AM/PM Off – No students -RUHS Report Cards Issued
November 24	Elementary/Hilbert/RUHS – Professional Development AM/Off-PM – No students
November 25, 26	Thanksgiving Break
December 20-31	Winter Break
2011	
January 3	School Resumes
January 17	Elementary/Hilbert/RUHS – Professional Development – No students
January 25-27	RUHS Exams
January 28	District Records Day – End of first semester – No students
January 31	Second Semester Begins
February 9	Student Count
February 14-18	Mid-Winter Break
February 21	School Resumes
March 8	ACT/MME Testing – Grade 11
March 9	ACT/MME Testing – Gr. 11 PLAN Testing – Gr. 10 – Full day Gr. 10 & 11 – Late Start Gr. 9 & 12
March 10	ACT/MME Testing – Grade 11 – Late Start Grades 9, 10 & 12
March 17	RUHS Conferences PM & Evening– No students in PM

March 24	Hilbert Conferences PM & Evening – No students in PM
March 25	Hilbert Professional Development – No students
April 14	Elementary Conferences PM & Evening – No students in PM
April 15	Elementary Professional Development – No students
April 18-25	Spring Break
April 26	School Resumes
May 10	RUHS Professional Development Full Day – No students
May 27	RUHS & Hilbert – AM – PD; RUHS & Hilbert – PM RUEA – No students
May 30	Memorial Day – No school
June 9	RUHS Graduation
June 13 –15	RUHS Exams
June 15	Elementary/Hilbert/RUHS Last Day of School – No students in PM
June 16, 17	Teacher Work Days

Subject to approval by the Redford Union Board of Education & RUEA

APPENDIX C-2

2011-2012 CALENDAR

**Changes may occur due to negotiations with the MEA/RUEA*

2011	
August 19	RUHS Freshman Dance – 7:00 p.m. - 9:30 p.m.
August 30	Hilbert Book & Schedule Pickup
August 31	Hilbert Book & Schedule Pickup RUHS Freshman & Senior Registration (AM - 8:00 to 10:30) & (PM - 12:00 to 2:30)
September 1	Hilbert Book & Schedule Pickup RUHS Sophomore & Junior Registration (AM - 8:00 to 10:00) & (PM - 12:00 to 2:30) RUHS Registration Make UP for all Grades (PM - 4:00 to 7:00)
September 5	Labor Day - No School
September 6	First day for Teachers
September 7	Beech Elementary – Grades 2-5 “Welcome to Beech” Family Open House from 6:30 p.m. to 7:30 p.m.
September 8	First day for Students grades 2-12 / Orientation Day at MacGowan for Students Grades K-1
September 9	First day for MacGowan Students Grades K-1
September 13	Hilbert Curriculum Night RUHS Picture Day
September 20	Hilbert Picture Day
September 30	Elementary/Hilbert/RUHS – Teacher Professional Development/PM - No students in PM/Homecoming
October 1	RUHS Homecoming Dance
October 5	Student Count
October 11-28	MEAP Testing Grades 3 - 9
October 18	Hilbert - Conferences - Evening (6:00 p.m. – 8:15 p.m.)
October 19	Hilbert - Students AM Only - Conferences PM (1:00 p.m. - 3:15 p.m.) - No students in PM Hilbert - Conferences Evening (6:00 p.m. - 8:15 p.m.) RUHS - Conferences Evening
October 20	RUHS – Students AM Only - Conferences PM & Evening – No students in PM
October 21	Hilbert – Students AM Only - Professional Development PM - No students in PM RUHS – Students AM Only - Professional Development PM - No students in PM
October 27	Hilbert Picture Retake Day
October 28	Hilbert – Students AM Only - Professional Development PM - No students in PM Elementary - Students AM Only - Professional Development PM – No students in PM
November 8	Elementary/Hilbert/RUHS – Election Day – Professional Development - No students ALL DAY
November 16	Elementary - Students AM Only - Conferences PM & Evening – No students in PM
November 17	Elementary - Students AM Only - Conferences PM & Evening – No students in PM

November 18	Elementary - Students AM Only - Professional Development PM - No students in PM
November 23 - 25	Thanksgiving Break – No Students
December 8	RUHS Band Concert at 7:00 p.m.
December 13	RUHS Choir Concert at 7:00 p.m.
December 26-30	Winter Break
2012	
January 2-6	Winter Break
January 9	School Resumes
January 16	Elementary/Hilbert/RUHS – Professional Development – No students ALL DAY
January 24-26	RUHS - Students AM Only – Exams
January 27	District Records Day – End of first semester – No students ALL DAY
January 30	Second Semester Begins
February 8	Student Count
February 11	RUHS Queen of Hearts Dance 7:30 p.m. to 10:00 p.m.
February 16	RUHS ACT/MME Parent Information Evening at 6:30 p.m.
February 20-24	Mid-Winter Break
February 27	School Resumes
March 6	ACT/MME Testing – Grade 11 (No School Grades 9, 10 & 12)
March 7	ACT/MME Testing – Gr. 11/ PLAN Testing – Gr. 10 / Full day Gr. 10 & 11 / Late Start Gr. 9 & 12 RUHS Donkey Basketball Game at 7:00 p.m.
March 8	ACT/MME Testing – Grade 11 / Late Start Grades 9, 10 & 12
March 13	RUHS Winter Sports Awards Night at 7:00 p.m.
March 16	RUHS Mr. Union at 7:00 p.m.
March 20-22	ACT Make Up
March 27	RUHS – Students AM Only - Conferences PM & Evening– No students in PM
March 28	Hilbert – Students AM Only - Conferences PM (1:00 p.m. - 3:15 p.m.) - No students in PM Hilbert - Conferences Evening (6:00 p.m. - 8:15 p.m.)
March 29	Elementary – Students AM Only - Conferences PM & Evening – No students in PM
March 30	Elementary/Hilbert – No Students ALL DAY
April 6-13	Spring Break – No Students
April 16	School Resumes
May 10	Hilbert 8 th Graders - RUHS Freshman Orientation at RUHS at 6:30 p.m.
May 14	RUHS Choir Concert at 7:00 p.m.
May 16	RUHS Band Concert at 7:00 p.m.
May 17	RUHS Honors Convocation at RUHS 6:15 p.m.
May 19	RUHS Senior Cedar Point Trip
May 24	Elementary/Hilbert/RUHS - Professional Development Full Day – No students ALL DAY
May 25	Elementary/Hilbert/RUHS - Professional Development AM / RUEA PM - No students ALL DAY RUHS Senior Prom
May 28	Memorial Day – No school
June 6	RUHS Graduation 7:00 P.M. @ Compuware
June 11-13	RUHS Exams – Students AM Only
June 13	Elementary/Hilbert/RUHS Last Day of School – Students AM Only / PD in PM – No students in PM
June 14-15	Elementary/Hilbert/RUHS Teacher Work Days

**Changes may occur due to negotiations with the MEA/RUEA*

APPENDIX D

FRINGE BENEFITS

I. VISION CARE

A Board paid vision care program will be offered to employees and their families. Said program will include the following fee schedule:

1. Examination \$30
2. Regular Lenses \$20 per lens
3. Bi-focal Lenses \$24 per lens
4. Tri-focal Lenses \$30 per lens
5. Frames \$24
6. Contact Lenses \$50 per lens

Examinations, frames, and one set of corrective lenses (regular glasses, prescriptive sunglasses, photogrey lenses, or contact lenses) will be provided once in a twelve (12) month policy year for each eligible member of the family.

II. DENTAL CARE

CLASS A

1. **Basic Services** – These are services usually employed by dentists in evaluating existing conditions and the dental care required. By way of description, such services include: examinations, consultations, diagnosis and diagnostic aids, necessary radiographs.
2. **Preventative Services** – Dental procedures or techniques usually employed by dentists to prevent the occurrence of dental abnormalities or diseases. By way of description, such services include: prophylaxis, topical application of fluoride solution, instruction in the proper fluoride intake.

CLASS B

3. **Restorative Services** – Services usually employed by dentist to rebuild, repair or reform the tissues of the teeth. By way of description, such services include: amalgam, synthetic porcelain and plastic restorations, gold restoration, crowns and jackets when the teeth cannot be restored with another filling material.
4. **Oral Surgery Services** – Extractions and all other oral surgery procedures usually employed by dentists. By way of description, such service includes pre and post-operative care.
5. **Endodontic Services** – Procedures usually employed by dentists for the treatment of non-vital teeth.
6. **Periodontic Services** – Procedures usually employed by dentists for the treatment of diseases of the gums and supporting structures of the teeth.

7. **Major Services** – Prosthodontics work: bridges, partial and complete dentures.

CLASS C

8. **Orthodontic Services** – Orthodontic services include all necessary treatment and procedures required for the correction of malpose teeth for subscribers and dependents to age 19.

Coverage Schedule

1. Benefit Year – A calendar year (January 1 through December 31)

2. Dental Expense Insurance

a) Basic benefits and preventative: (Class A)

Percentage 90% Co-pay

Two cleanings per year are allowed

b) Additional benefits (Major Services) (Class B)

Percentage 80% Co-pay

c) Maximum annual dental benefit for each covered individual

\$1,200 effective yearly on January 1

3. Orthodontic Expense Insurance (Class C)

Percentage 50% Co-pay

Deductible amount \$50

Lifetime maximum benefit \$1,200 effective yearly on January 1

4. The dental program will have a passive dental network.

PROOF OF ELIGIBILITY

For the appropriate coverage, the employee may be required to certify, in writing, that he/she is entitled to such benefit coverage. The employee shall notify the Employer of any change in their coverage status immediately upon any change.

Upon request, the employee may be required to submit proof of “supporting spouse or family or declared head of household.” Refusal or failure to submit proof could lead to the suspension of the benefit coverage to such employee. There is no limitation of time for which this provision may be invoked.

To be eligible for any benefit, the employee must be working, or on approved paid leave. Employees on leave of absence, except medical leave, shall be required to pay for the benefit or else it will be terminated.

NO DUPLICATION OF COVERAGE

There shall be no duplication of health benefit. The employee must notify the Department of Human Resources of any coverage - - either through personal coverage or coverage from spouse’s or families benefit plan. If the employee is covered by any other health benefit, the Employer’s obligations under this provision shall be waived.

Violation of any paragraph in the benefit language shall require the employee to reimburse the Board for all payments made in his/her behalf with interest thereon.

LIMIT LIABILITY

Differences between employee(s) or beneficiaries of employee(s) and any benefit company shall not be subject to the Grievance Procedures.

APPENDIX E

CONTRACTED SUBSTITUTES

Any teacher who was employed as a teacher for the current school year and subsequently received a layoff notice, may request to be a Contracted Substitute for the next school year. Contracted Substitutes shall not be bargaining unit positions and shall be governed solely by Board of Education policies and administrative directives regarding substitutes with the following conditions:

1. The wages of Contracted Substitutes who are on layoff status from the district shall be paid at the same rate of pay as if they were still employed, but they shall receive no insurance benefits. However, they shall be eligible to purchase health insurance at the COBRA rate through the District.
2. Contracted Substitutes shall be given preference for substitute assignments reasonably expected to be of duration exceeding ten (10) days in the same position.
3. Contracted Substitutes may be used as substitutes for teachers or classroom aides.
4. Contracted Substitutes may use leave days accumulated during prior years.
5. Contracted Substitutes hired pursuant to the above shall remain subject to recall.

APPENDIX F

PART-TIME/SHARED ASSIGNMENT POSITIONS

Any teacher presently on staff who desires a part-time or shared assignment position for the following school year should contact the Human Resources Office by March 15. If the application is approved, the Master Agreement between the Redford Union Board of Education and the Wayne County-MEA/NEA will prevail, with the following exceptions:

1. Wages will be on a pro-rata basis.
2. Insurance benefits will be limited to a single subscriber. However, the insurance may be extended to cover additional family members by the employee assuming the additional costs.
3. Leave days will be prorated.
4. The part-time or shared assignment if granted will be for only one (1) year. Teachers may reapply. Teachers may be returned to full time positions if they desire for the next school year in accordance with provisions in Articles XI: ASSIGNMENTS, VACANCIES, & TRANSFERS, and XVIII: REDUCTIONS IN PERSONNEL of the Master Agreement.
5. Attendance at all staff meetings and professional development meetings shall be required.

(See the following application format)

PART-TIME/SHARED ASSIGNMENTS

The Redford Union Schools will consider teachers for part-time or shared teaching assignments for the next school year. Fill out the form, shown below, if you desire either of these assignments. (Forms can be secured in the school office or from the Human Resources Office.)

PART-TIME ASSIGNMENT

A part-time assignment is for any position that is less than full time. (e.g. 1/2 kindergarten, 1/2 social worker, 3/5 foreign language, etc.)

SHARED ASSIGNMENT POSITION

PLEASE NOTE: Options can only be changed once a year by July 31st.

To be considered for a shared, assignment position, a teacher should join with a partner and submit a plan for working together to the Human Resources Office. The plan should include, but not be limited to, the following considerations: -- who makes up the partnership -- when each partner will teach -- how the curriculum will be divided -- when joint planning will take place -- how various duties will be handled such as teacher meetings, marking records, etc. -- how parent/teacher conferences will be handled.

Shared assignment teachers must work very closely together in planning the educational programs for their students. The principal or director must also be involved and must give his/her approval.



I would be interested in the following part-time or shared assignment position for the _____ school year:

PART-TIME ASSIGNMENT

Area _____
(Elementary/Middle/High School/Special Services) (Subject and/or grade level)

SHARED ASSIGNMENT

Area _____
(Elementary/Middle/High School/Special Services) (Subject and/or grade level)

APPENDIX G-1



INTERNAL ASSIGNMENT PREFERENCE SHEET
School Year: _____

Name: _____ Email: _____@redfordu.k12.mi.us

Certification: _____ Grade Level: _____

Endorsement(s): _____ Major(s):

_____ Minor(s):

Highly Qualified:

Current Assignment (grade & subject if applicable) _____

Please indicate your interest in the following:
(Give priority, with #1 being highest, if you choose more than one)

- _____ Change grade level (at elementary) to _____
- _____ Change grade level (MS) to _____
- _____ Change subject (MS or HS) to _____
- _____ I am interested in changing jobs to _____

Signature

This must be submitted to your principal no later than January 31 to be considered for the following year.

APPENDIX G-2



REQUEST FOR VOLUNTARY TRANSFER

School Year: _____

Name: _____ Email: _____@redfordu.k12.mi.us

Certification: _____ Grade Level: _____

Endorsement(s):	Major(s):	Minor(s):	Highly Qualified:
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Any additional information you wish to conclude regarding your education and/or experiences:

Explain your reason(s) for requesting this transfer:

- | | | | |
|--|--|---|--|
| <input type="checkbox"/> EDT | <input type="checkbox"/> Pre K | <input type="checkbox"/> Classroom | |
| <input type="checkbox"/> McGowan | <input type="checkbox"/> K | <input type="checkbox"/> Art | |
| <input type="checkbox"/> Bulman | <input type="checkbox"/> 1 st | <input type="checkbox"/> Music | |
| <input type="checkbox"/> Stuckey | <input type="checkbox"/> 2 nd | <input type="checkbox"/> Physical Ed | |
| | <input type="checkbox"/> 3 rd | <input type="checkbox"/> Media Center | |
| | <input type="checkbox"/> 4 th | <input type="checkbox"/> Other | |
| | <input type="checkbox"/> 5 th | | |
| | Are you willing to teach a split grade? | Yes | No |
| | Are you willing to take an itinerant position? | Yes | No |
| <input type="checkbox"/> ADT | <input type="checkbox"/> 6 th | <input type="checkbox"/> 9th | |
| <input type="checkbox"/> HMS | <input type="checkbox"/> 7th | <input type="checkbox"/> 10th | |
| <input type="checkbox"/> RUHS | <input type="checkbox"/> 8th | <input type="checkbox"/> 11th | |
| <input type="checkbox"/> Pearson | | <input type="checkbox"/> 12th | |
| <input type="checkbox"/> ELA | <input type="checkbox"/> Social Studies | <input type="checkbox"/> Science | <input type="checkbox"/> Soc Worker |
| <input type="checkbox"/> Journalism | <input type="checkbox"/> Civics/Govt | <input type="checkbox"/> Biology | <input type="checkbox"/> Teacher Consultant |
| <input type="checkbox"/> Math | <input type="checkbox"/> History | <input type="checkbox"/> Chemistry | |
| <input type="checkbox"/> Business Ed | <input type="checkbox"/> Geography | <input type="checkbox"/> Earth Science | |
| <input type="checkbox"/> Ind. Arts | <input type="checkbox"/> Psychology | <input type="checkbox"/> Health | |
| <input type="checkbox"/> ESL | <input type="checkbox"/> Sociology | <input type="checkbox"/> Physics | |
| <input type="checkbox"/> Media | <input type="checkbox"/> Foreign Lang | <input type="checkbox"/> Special Ed (specify: _____) | |
| <input type="checkbox"/> Physical Ed | <input type="checkbox"/> French | <input type="checkbox"/> Voc Ed (specify: _____) | |
| <input type="checkbox"/> Art | <input type="checkbox"/> German | | |
| <input type="checkbox"/> Music | <input type="checkbox"/> Spanish | | |
| <input type="checkbox"/> Life Mgt | <input type="checkbox"/> Counselor | | |
| <input type="checkbox"/> Computer Science | | | |

Comments: _____

Signature: _____

PAYROLL/SALARY OPTIONS

Employees who wish to have paychecks in the summer have two options available. If you do not select an option, you will automatically have Option A.

OPTION A:

Twenty-one (21) consecutive paychecks will be issued with each check representing 1/21 of the annual contract salary, commencing with the first pay date after the start of the school year. *(If you select this option, you will not receive any pay during the summer months).*

Employee Signature

Date

OPTION B:

Twenty-six (26) consecutive paychecks will be issued with each check representing 1/26 of the contract salary, commencing with the first pay date after the start of the school year. In the event there are 27 paydays, your check will represent 1/27 of your annual salary. This occurs approximately once in every 10 years.

Employee Signature

Date

PLEASE NOTE: Options can only be changed once a year by June 15th.



APPENDIX I

REQUEST FOR LEAVE OF ABSENCE

(All requests for leaves must be submitted to the Human Resources Department)

I hereby request a leave of absence in accordance with Board policy and/or applicable collective bargaining agreement.

Name: _____ Location: _____

Bargaining Unit: _____ Classification: _____

Seniority Date: _____

Last Day Worked: _____ Return to Work Date: _____

LEAVE DAY BALANCE: _____

Deduct days from my leave day balance.

Number of Days to be deducted: _____

DO NOT deduct days from my leave day balance

LEAVE CATEGORY

Health Leave

FMLA

Childcare

Sabbatical

Military

Public Office

Professional Growth

Peace Corp

Emergency

DATES OF LEAVE

Start Date: _____

End Date: _____

Number of Days: _____

Reason for Request:

Please submit a statement from your physician if the leave request is related to a medical condition for yourself or a family member. Statement should include the medical reason a leave is necessary and the anticipated date the leave is required, including an anticipated date you can return to work.

Employee Signature:	Date:
Building Administrator Approval:	Date:
Superintendent Approval:	Date:

	Leave Type	Years Needed	Replacement	Board Approval	Seniority Accrual	Salary Credit	Insurance	Early Return Option
1	Professional Growth	4	Contract	Yes	1 st Year Only	No	No	No
2	Public Office	4	Contract	Yes	1 st Year Only	No	No	No
3	Peace Corp	4	Contract	Yes	No Limit	Yes	No	No
4	Military	0	Contract	Yes	No Limit	Yes	No	No
5	Sabbatical	7	Contract	Yes	1 st Year Only	No	Yes	No
6	Health Leave	0	Sub	Yes	1 st Year Only	No	Yes	Yes
7	FMLA	1	Sub	Yes	12 Weeks Only	No	Yes	Yes
8	Child Care	0	Sub	Yes	1 st Year Only	No	No	Yes
9	Emergency		Sub	Yes	1 st Year Only	No	No	Yes

**REDFORD UNION SCHOOLS, DISTRICT NO. 1
AND
WAYNE COUNTY MEA/NEA**

MEMORANDUM OF AGREEMENT

RE: Voluntary Retirement Separation Program

This Memorandum of Agreement is entered into this ____ day of _____, 2009, by and between the Board of Education of Redford Union School District No. 1, hereinafter “Board” and the Wayne County MEA/NEA, hereinafter “Union” as follows:

1. Teacher must be at maximum salary step as of June 30, 2010.
2. Application Deadline 4:00 p.m., Friday, March 26, 2010.
3. Retirement effective date June 30, 2010.
4. Salary step increases frozen only for 2010-11.
5. Step increases (without makeup steps) resume September 1, 2011, but only until expiration of the contract.

Number of Retirements	Dollar Amount	Paid	
15 District	\$20,000	\$10,000 – 10/1/10	\$10,000 – 9/30/2011
20 or more District	\$25,000	\$12,500 – 10/1/10	\$12,500 – 9/30/2011

**REDFORD UNION SCHOOLS
BOARD OF EDUCATION**

WAYNE COUNTY MEA-NEA

Donna L. Rhodes
Superintendent

Walt Zelesko
Wayne County MEA/NEA

Shawn McGowan
Chief Negotiator

Steve Losey
RUEA President

**EDFORD UNION SCHOOLS, DISTRICT NO. 1
AND
WAYNE COUNTY MEA/NEA**

MEMORANDUM OF AGREEMENT

RE: School Psychologist Bargaining Unit Status

This Memorandum of Agreement is entered into this ____ day of _____, 2009, by and between the Board of Education of Redford Union School District No. 1, hereinafter “Board” and the Wayne County MEA/NEA, hereinafter “Union” as follows:

The Board and this Association agree that the positions occupied by Michael Beebe, Gary Navarre, Nancy Halmhuber and Ray Kamoo will remain out of the bargaining unit as long as they occupy those positions. At such time as they leave employment with the District, or an RUEA bargaining unit member becomes qualified and accepted in the position, the position will become a bargaining unit position.

**REDFORD UNION SCHOOLS
BOARD OF EDUCATION**

WAYNE COUNTY MEA-NEA

Donna L. Rhodes
Superintendent

Walt Zelasko
Wayne County MEA/NEA

Shawn McGowan
Chief Negotiator

Steve Losey
RUEA President

Date: _____, 2009

Date: _____, 2009

**REDFORD UNION SCHOOLS, DISTRICT NO. 1
AND
WAYNE COUNTY MEA/NEA**

MEMORANDUM OF AGREEMENT

RE: Mentor Application Appointment Process

This Memorandum of Agreement is entered into this ____ day of _____, 2010, by and between the Board of Education of Redford Union School District No. 1, hereinafter “Board” and the Wayne County MEA/NEA, hereinafter “Union” as follows:

The parties will form a study committee to develop an application appointment process for mentors and the duties for mentors.

**REDFORD UNION SCHOOLS
BOARD OF EDUCATION**

WAYNE COUNTY MEA-NEA

Ronald J. Stoneman
Superintendent

Walt Zelasko
Wayne County MEA/NEA

Shawn McGowan
Chief Negotiator

Steve Losey
RUEA President

Date: _____, 2010

Date: _____, 2010

**REDFORD UNION SCHOOLS, DISTRICT NO. 1
AND
WAYNE COUNTY MEA/NEA**

MEMORANDUM OF AGREEMENT

RE: ESEA/Highly Qualified Requirements

1. The District and Association will create a Local Assessment Team with equal members appointed by the Association and the District, who, by a majority vote, will determine whether a teacher has obtained “Highly Qualified” status based on the Michigan Content Area Portfolio Guidelines, or Michigan’s High Objective Uniform State Standard of Evaluation (HOUSSE). In considering each

application, the committee membership may be adjusted to reflect the level and course content under consideration. In the event, that a decision cannot be reached by the Team, the individual portfolio will be referred to the Superintendent who will render the final decision.

2. The teacher can elect any of the options offered by the State of Michigan to become “Highly Qualified” in order to fulfill the requirements of the ESEA of 2001. In cases where the Team determines a teacher is not “Highly Qualified”, the applicant will be provided, in writing, a reason(s) for the determination. The not Highly Qualified rendering may be appealed to the Team with the addition of any supporting documentation from the teacher. In the event that a decision cannot be reached by the Team, the individual portfolio will be referred to the Superintendent for a final decision.
3. The terms and conditions of the reduction in personnel, layoff and recall provisions of the Professional Agreement shall not be superceded or altered per requirements of the Elementary and Secondary Education Act of 2001 as it addresses the “Highly Qualified” status of teachers, except as bargained by the parties.
4. The District and the Association agree to use the Portfolio Assessment that is attached.
5. The District shall not involuntarily transfer a teacher to a position for which he/she is not highly qualified. If a teacher is not highly qualified in his/her current assignment by the end of the school year in June 2006, he/she shall be: a) transferred to a core curriculum teaching position for which he/she is highly qualified; or b) transferred to a position for which he/she is certified, but not in the core curriculum. If neither of these options is available, the teacher shall be subject to layoff according to the provisions in the Professional Agreement.

**REDFORD UNION SCHOOLS
BOARD OF EDUCATION**

WAYNE COUNTY MEA-NEA

Ronald J. Stoneman
Superintendent

Walt Zelasko
Wayne County MEA/NEA

Shawn McGowan
Chief Negotiator

Steve Losey
RUEA President

Date: _____, 2010

Date: _____, 2010

**REDFORD UNION SCHOOLS, DISTRICT NO. 1
AND
WAYNE COUNTY MEA/NEA**

MEMORANDUM OF AGREEMENT

RE: IEPT Special Education Teacher Assignments

Re: Individualized Educational Plan Team Meetings and Preparation of Individualized Educational Plans for Special Education Students Currently Being Taught by Special Education Teachers with Temporary Emergency Certification.

1. Fully certified Special Education Teachers shall be offered equal opportunity to prepare and complete all IEPT's required for Special Education students currently being taught by Special Education teachers with temporary emergency certification.
2. Fully certified Special Education teacher shall be compensated as contained herein for preparing and completing required IEPT's for Special Education students that are beyond their caseload of 18 for categorical, 25 resource room, 10-day treatment and 60 speech and language.
3. Fully certified Special Education teachers participating in this assignment shall be expected to be at the rate of \$21.16 per hour with a maximum of 2.5 per IEPT. Payment for this assignment shall be made within two (2) pay periods after submitting the completed IEPT to the Director of Special Education. Approval by the Director of Special Education both as to content and form with respect to each IEPT must be obtained for authorization before payment will be issued.
4. Certified Special Education teachers on an assisted track are not eligible to participate in this assignment.

**REDFORD UNION SCHOOLS
BOARD OF EDUCATION**

WAYNE COUNTY MEA-NEA

Ronald J. Stoneman
Superintendent

Wayne County MEA/NEA

Shawn McGowan
Chief Negotiator

Steve Losey
RUEA President

Date: _____, 2011

Date: _____, 2011