

AGREEMENT

**REDFORD UNION
BOARD OF EDUCATION**

and the

**REDFORD UNION
EDUCATION
ASSOCIATION**

MEA/NEA

July 1, 2023 – June 30, 2024

Approved by the Board of Education on 6/19/2023

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

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This Agreement entered into this 30th day of August 2021, by and between the Board of Education of the Redford Union School District No. 1, (the District or the Employer) and the Wayne County MEA/NEA, (the Union), which shall designate the Redford Union Education Association MEA/NEA as its representative capacity for the employees of the Redford Union School District No. 1 in the bargaining unit recognized in Article 1.

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 wages, hours, and other 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 1: RECOGNITION

- A. The Board 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, 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, Presidents, 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 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. The term "non-teacher professional employee" refers to all professional employees as identified in Article 1.A. whose employment is not regulated by the Michigan Teachers' Tenure Act.
- 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 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 2: 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 3: TEACHERS RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board 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 as to wages, hours, or other terms and conditions of employment by reason of membership in the Union, 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. 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 4: 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 District calendar shall take precedence over all other reservations for the high school auditorium.

- C. The Union shall have an accessible space in each school building to post information for its members in a manner that complies with federal, State, and local law, as well as applicable Board policy.
- 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. Materials placed in mailboxes shall not violate federal, State, or local law, or Board policy.
- 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. All interschool communication is subject to the District's Technology Acceptable Use Policy and shall further comply with federal, State, and local law, as well as applicable Board policy.
- F. Consistent with its obligation under the Michigan Public Employment Relations Act, 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 President 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 MPSERS 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 President shall make every effort to conduct Union business during the release time. If scheduling permits, the release time for the RUEA President will occur in the afternoon.

The Union shall be granted the opportunity to purchase, based on school substitute costs, 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 President.

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 President will work with the Administration to minimize the cost impact to the District of his/her release. However, the final authority for the President'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 (1) year without pay.
- J. The President 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 5: 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. 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.

- C. In cases of emergency, to ensure the safety of the children within the building, teachers are expected to remain on duty until dismissal by the principal.
- D. Teachers will be available for parent or student conferences during regularly-scheduled working hours. Conferences will be pre-arranged with the teacher.
- E. 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.
- F. 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.

- G. 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 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. Teacher handbooks may be in electronic or non-electronic form.
- H. No teacher shall be required to supervise a student teacher.
- I. Teachers are responsible for obtaining appropriate documentation and submission of proof of fingerprinting prior to their first day of employment.

ARTICLE 6: 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.

ARTICLE 7: CLASS SIZE

- A. The Board agrees to maintain a total teacher student 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 grade-level, a concerted effort will be made to see students distributed equally amongst the grade level teachers. The intent of the concerted effort is to keep class sizes as balanced as possible. If a teacher is asked to take extra students noticeably more than other classrooms, a meeting with the Association, Administration, and affected teacher shall be held. The extra students shall only be placed in the classroom if the teacher agrees to it. It is understood this provision must be in compliance with the law.
- 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 and the teacher.
- 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 is exceeded in a given class, then the teacher will be compensated at the rate of \$325.00 per semester per student over the maximum on a pro-rata basis. The District may use this option to realign staff.

ARTICLE 8: 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. A teacher with a split-building assignment shall follow the school schedule for the building at which the teacher first reports. In such circumstances, teacher preparation time may include time before or after the teacher day, not including the ten (10) minutes before and after 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 receive extra

compensation under Schedule C, shall observe the same working hours as other teacher personnel in the building they serve.

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. Subject to the conditions set forth below in this Subsection, 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 District to receive full basic per student foundation allowance (or its functional equivalent), 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.

It is understood employees covered by this Agreement shall not be required to make up those days or the commensurate number of hours considered Act of God and which the District is allowed to count for the purposes of full funding under the State School Aid Act.

It is further understood if days or hours are not allowed to be counted by the District for the purposes of full funding under the State School Aid Act because the level of student attendance does not meet the required percentage, the District shall have the discretion to schedule makeup days or hours, which teachers will be required to work, in order for the District to receive full funding. In such case, teachers shall be compensated at their per diem rate for the additional days/hours they are required to work. If the District chooses not to make up such days/hours, teachers shall suffer no loss of compensation.

B. DAILY ASSIGNMENTS

1. Full-time teachers in junior or high school classroom teaching assignments shall be assigned five (5) or six (6) periods of instruction. In addition, each teacher shall be entitled to one (1) preparation period per day equivalent in time to one (1) teaching period. The above time schedule does not include lunch periods, passing periods, and the ten (10) minutes spent before and after the student day.
2. In the 2021/2022 school year, full-time teachers in elementary grade-level classroom teaching assignments shall be entitled to a minimum of two hundred five (205) minutes of planning time per full school week of instruction [i.e., 5 full (AM and PM) school days of student instruction]. Beginning in the 2022/2023 school year, full-time teachers in elementary grade level classroom teaching assignments shall be entitled to a minimum of two hundred fifteen (215) minutes of planning time per full school week of instruction [i.e., 5 full (AM and PM) school days of student instruction]. In the 2021/2022 school year, full-time teachers in elementary non grade-level classroom teaching assignments shall also be entitled to a minimum of two hundred five (205) minutes of planning time per full school week of instruction [i.e., 5 full (AM and PM) school days of student instruction] with the understanding that this planning time may be provided in full to such teachers over a two-week period, if/when necessary. Beginning in the 2022/2023 school year, full-time teachers in elementary non grade-level classroom teaching assignments shall also be entitled to a minimum of two

hundred fifteen (215) minutes of planning time per full school week of instruction [i.e., 5 full (AM and PM) school days of student instruction] with the understanding that this planning time may be provided in full to such teachers over a two-week period (430 minutes), if/when necessary. (Exceptions by agreement between the District and the Union may be made to accommodate building-specific schedules and/or scheduling needs.) Lunch periods, passing periods and the time referenced in Article 8, 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. Travel time between in-District buildings shall be no longer than fifteen (15) minutes. Exceptions to the fifteen (15) minutes may be made at the discretion of the administration.
4. Preparation time is part of the teacher's workday and is reserved for school business. Teachers are expected to be in the school building during preparation time unless permission to leave is granted by the building administrator.
5. Non-teacher professional employees as identified in Article 1.A. shall not be assigned a preparation period.

C. LUNCH HOUR

1. Every teacher and non-teacher professional employee 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 and non-teacher professional employee at the junior high school shall have a duty-free lunch period of not less than thirty (30) minutes (including passing periods).
3. Every teacher and non-teacher professional employee 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 and non-teacher professional employees 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 may 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 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. Each RUEA employee will receive additional meeting time pay (collaboration, PLC's, grade-level, subject area/department, etc.) for two (2) additional hours per month at his/her/their hourly per-diem rate for meetings held beyond the contractual work day.
7. Should concerns about the length or frequency of meetings arise in a building; the President 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 President and the Superintendent or designee.

H. Except for the minimum number of teachers necessary to supervise school programs and to ensure student 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 duty as 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 9: 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 5 working days 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.

ARTICLE 10: MENTORS

- A. 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 President, not to exceed three (3) members.

When a teacher is newly assigned to a department or building and will not be assigned a mentor, the principal may 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.

- B. 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 ineffective performance. Teachers shall

be advised of their right to request such representation.

ARTICLE 11: ASSIGNMENTS, VACANCIES, AND TRANSFERS

A. ASSIGNMENTS

1. Students 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, 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 junior high school and high school may be kept at three (3). 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. Class preparations in combined courses may count as one (1) preparation period.

An abbreviated class period may be added at the junior high 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 (3) preparation periods.
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 Section B, the provisions of Section B shall be the method to be followed. Such preference sheets shall not constitute formal or informal applications for transfer or applications for posted positions. Preference sheets are available on the shared drive.

- b. Teachers may notify the Superintendent of their interest in a possible transfer. Forms for this notification 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 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. If 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 junior high 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.

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 19 Seniority, State certification standards, and written evaluations.

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 before 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. 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 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. If 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 seven (7) days 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-C-D 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. If 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. Openings occurring during the summer recess will be posted on the District's web site and sent to the Union. A teacher may then apply for the position if he/she so desires.

ARTICLE 12: MISCELLANEOUS PAY ISSUES

A. DEDUCTIONS

1. The Employer will make all deductions required by law from all paychecks. Voluntary deductions authorized by the employee will be made from regular two (1) week pays upon signed authorization.
2. 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.

- B.** 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.

- C. 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.

- D. The per diem rate for teachers shall be the current Schedule A salary rate of the respective teacher divided by the number of teacher workdays specified in the school calendar.
- E. 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 thirty (30) days. The teacher shall retain the amount paid for mileage.

ARTICLE 13: RESIGNATION, DISCHARGE, AND DEMOTION

- A. The procedures, regulations, and penalties of the Michigan Teachers' 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, including resignation for the purpose of retirement, to the District as soon as possible, and in no event later than July 1, except by the consent of the District. A teacher who provides the District with written notice of resignation for the purpose of retirement on or before April 15 shall receive a \$500 one-time payment for the provision of this notification by that date.

ARTICLE 14: 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 student 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 students.
- 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 or damage of school or student property unless a teacher intentionally damages such property.
- 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, law enforcement, 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.

D. 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 15: STUDENT DISCIPLINE

- A. A copy of the Student Code of Conduct will be placed in each teacher's handbook or be available on the District or school website.
- 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 policy 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 16: 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.
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 President of Special Education, or the Superintendent or 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. If 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 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

If 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 which is a prohibited bargaining subject.
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.

ARTICLE 17: 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. Adequate teaching materials suitable to the programs offered.
- 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 do not require highly qualified status. 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 15th 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 as soon as student enrollment numbers are determined.

ARTICLE 18: LAYOFF STATUS

- A. 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.
- B. Should Schedule C positions become vacant, they shall be posted.

ARTICLE 19: 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. If changes are made to the seniority list by the administration, the Union shall be notified of each change as soon as possible.

- B. If 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. A teacher who takes an employment position outside of the bargaining unit loses his/her bargaining unit seniority and all other contractual rights of the bargaining unit upon

leaving the bargaining unit. A teacher's return to a bargaining unit position may be governed by applicable provisions of the Michigan Teachers' Tenure Act.

- G. Resignations from the school District shall terminate seniority and all other bargaining unit contractual rights.

ARTICLE 20: 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 President and the Superintendent or 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 President and the Superintendent or designee.

1. A district-wide professional development day shall be held from 8:00 – 3:00 pm, with a one hour lunch period.
2. The District may hold professional development sessions at an alternate location.

- 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. If the minimum number of days and/or hours is not met, the calendar must be re-negotiated.

ARTICLE 21: 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 President of Human Resources.
2. Employees with four (4) 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, Uniformed Services 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 President 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 uniformed services 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 uniformed services 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 President 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 uniformed services 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 5, Section 2 of the Michigan Teachers' Tenure Act after the teacher has exhausted his/her accrued paid leave days or the income protection program. A teacher placed on paid 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 an available position, for which he/she is certified and qualified, as determined by the administration, 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 assigned to an available position for which he/she is certified and qualified, as determined by the administration. 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 23 Supplementary Benefits shall remain in force for a period of up to one (1) year during the health leave of absence. Any extension of the health leave of absence beyond one year shall be without health insurance or other insurance granted under the provisions of Article 23 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 will be assigned to an available position for which he/she is certified and qualified, as determined by the administration, 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 assigned to an available position, as determined by the administration. 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. UNIFORMED SERVICES 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 uniformed service in any branch of the uniformed services of the United States according to applicable state and federal law.
2. A teacher returning from a leave of absence for uniformed service shall be reinstated to an available position for which he/she is certified and qualified 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 is certified and qualified.
 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 an available 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 (12) 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 22: MISCELLANEOUS

- A. 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.
- B. 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.
- C. 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.
- D. Telephone facilities shall be made available to teachers for school business.
- E. 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.

Substitute coverage shall be defined as: the periodic instruction or supervision of one (1) or more students by a teacher whom is not the regularly-scheduled Teacher of Record.

In such instances, the District shall pay the teacher at a rate of \$40 per scheduled class period at the secondary level or \$75 per day at the elementary level (as documented on a timesheet developed for such instances).

- F. 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.
- G. The Board shall furnish the RUEA President via e-mail the agenda and complete minutes of all regular and special meetings of the Board of Education.
- H. **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

President.

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 President to discuss the matter and consider any possible alternatives to such action.

ARTICLE 23: SUPPLEMENTARY BENEFITS

A. REQUIRED COURSES/STUDENT LOAN REIMBURSEMENT

1. 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.
2. District creation of a Student Loan Reimbursement Fund for access by qualifying teachers annually. Fund would provide reimbursement to teachers for any type of documented student loan payment(s) made by such teacher for himself/herself through accounts payable. Reimbursement for such documented payments made would be available to a qualifying teacher up to \$350 following his/her completion of the first semester of the school year (payable in February) and an additional \$350 following his/her completion of the second semester of the school year (payable in July).

- 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. The Board may request the President of the Association to agree to allow a teacher hiring into the system more than eight (8) years of outside teaching or other related experience. The agreement must be in writing and signed by both the Executive Director of Human Resources and the President. The Board shall not grant more than eight (8) years of outside experience to a teacher hiring into the system without such written agreement. The Executive Director of Human Resources shall notify the President of the name, position, and starting salary step of any newly hired teacher within two (2) weeks of the date of hire.

G. Teachers hiring into the system initially shall be allowed one (1) years' experience on the Salary Schedule A for honorable service of twelve (12) months or more in the Uniformed Services or Peace Corps.

H. LONGEVITY

Upon completion of an employee's twenty-seven (27) years of service with the District, the employee shall receive at the start of his/her 28th year, an additional amount per year equal to a percentage of the 12th step of the applicable Salary Schedule level as follows:

➤ 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 more than five (5) consecutive leave days are used for other than emergency or medical reasons, prior approval must be given by the District designee, otherwise they will be counted as unpaid days. If it is for emergency or medical reasons, appropriate documentation must be provided.

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 ten (10) days will be docked from the member's pay or deducted from the member's bank of accumulated leave days. Any member being compensated shall qualify for paid leave days and shall not have pay or accumulated leave day deductions.

Any member that takes more than ten (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 (3) 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 sixty (60) days.

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. Each teacher shall receive two (2) bereavement days which are non-accumulative and non-compensated.

Beginning with the 2022/2023 school year, existing teachers and newly hired teachers must individually elect from either OPTION A or OPTION B for leave days.

At the beginning of each school year, teachers shall have the option to change their election of either Option A or Option B until September 30th. After September 30th, if no change has been selected by the teacher, the choice will default to the previous year's election of A or B. Additionally, a teacher's election to move from Option B to Option A is a one-time election.

New hires will have 30 calendar days after their employment start date or September 30th whichever is later to make their election of Option A or Option B.

I. PAID LEAVE DAYS

OPTION A

1. Nine (9) paid leave days will be granted to each teacher at the beginning of the school year. Following the scheduled spring break each school year, a teacher who has utilized four (4) paid leave days or fewer through the end of the first scheduled workday following spring break will receive two (2) additional paid leave days for use during the remainder of the school year.

At the conclusion of the school year, the District will make a \$90 payment to the teacher for any earned, but unused, paid leave days, up to a maximum of eleven (11) days, remaining within the teacher's paid leave bank. Teachers shall elect for the lump sum payment of the unused leave days to the District provided Tax Sheltered Annuity or his/her pay. Further, any used, but unearned, paid leave days will be deducted on a prorated basis from the final pay of a teacher who does not fulfill his/her teaching assignment for the entire school year. In a similar manner, a teacher who begins his/her teaching assignment after the start of the school year will have his/her initial allotment of paid leave days prorated based on his/her start date during the teacher's initial school year of employment.

2. The paid leave days provided by the District are primarily intended to be used for instances of sickness/illness/injury of the teacher, sickness/illness/injury of the teacher's immediate family member(s), and/or personal business (ex. attending to

financial, legal, preventative or routine healthcare appointments that cannot be scheduled outside of the school day, and/or business matters). Accordingly, when requesting and/or entering a paid leave day absence or absences into the absence reporting system, a teacher will designate the reason for the leave day(s) as being for either sickness/illness/injury, personal business, or other.

3. The first responsibility of all school employees is the safe and orderly conduct of the school. Although available paid leave days may be used for various purposes as designated by a teacher per paragraph 2 above, the absence of any teacher could interfere with our school services. Therefore, requests for use of paid leave days, except in emergency instances, should be requested/reported in advance so that substitute or alternative coverage might be secured/arranged.
4. In addition to the paid leave days provided by the District per paragraph 1 above, each teacher shall receive up to two (2) paid bereavement days per school year. These paid bereavement days will not accumulate and will not be paid out to the teacher, if unused.
5. For teachers who elect leave day OPTION A, the District will either pay or reimburse such teachers who elect to secure individual short-term disability coverage at group rates through a District designated provider up to one half (1/2) of the cost for such coverage.

OPTION B

1. Each teacher shall receive ten (10) leave days per year accumulated to a maximum of sixty (60) days.
 - a. Terminal pay will be granted teachers who leave the District for purposes of resignation or retirement. Such compensation will be paid for accumulated sick leave days upon the teacher's resignation and/or retirement using the following formula:
 - One (1) to five (5) years of employment within the District shall be compensated for all unused days at the rate of \$75 per day.
 - Six (6) to fifteen (15) years of employment within the District \$100 per day.
 - Sixteen (16) to twenty-five (25) years of employment within the District, \$125 per day.
 - Twenty-six (26) years and above within the District, \$150 per day.
 - Subsections 2-4 same as proposed above for OPTION A.

Any teacher who elects to move from Option B to Option A before retirement or resignation shall receive the pay-out using the following formula with the understanding such teacher will not receive any terminal pay under Option B in the future upon his/her resignation or retirement if the teacher elects to return to Option B:

1. For teachers with fifteen (15) years or more of District service in a teaching position, any accumulated paid leave days will be paid out to the teacher by the District as a contribution to either a District provided Tax-Sheltered Annuity or his/her first scheduled pay in December of the year the change occurs, based upon the following:

Total # of Accumulated Leave Days	Payout
60-70	\$125
40-59	\$100
20-39	\$90
1-19	\$75

2. For teachers with less than fifteen (15) years or more of District service in a teaching position, any accumulated paid leave days will be paid out to the teacher by the District as a contribution to either District provided Tax-Sheltered Annuity or his/her-first scheduled pay in December of the year the change occurs at a rate of \$90 per day.
- J. The estate of a teacher who dies during the school year shall receive a pro rata 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 who is absent for purposes of complying with a subpoena shall not be charged leave days for an absence(s) up to five (5) days per school year for compliance with the subpoena. The teacher must submit appropriate documentation to support this absence.
- L. MEDICAL SERVICE PLAN
1. The current health insurance carrier shall be MESSA with coverage available in one (1) of three (3) plans determined by the Association with each eligible member choosing the plan of their choice. The Association shall advise the Employer if they wish to obtain quotes to change preferred carriers for health insurance prior to January 1, 2019, and January 1, 2020, after current insurance carrier rates are available for each respective year. The Employer shall assist the Association in obtaining quotes of potential carriers.
 2. The Board shall maintain compliance with the Publicly Funded Health Insurance Contribution Act (PA 152 of 2011) and teacher payroll deductions are authorized as necessary for this purpose. The Employer shall pay the annual maximum amount allowable by PA 152 toward the total cost of the medical and prescription premiums for the plans offered.

It is understood MESSA will have a renewal on July 1, 2017, for which the January 1, 2017, PA 152 rates shall be applicable. It is further understood MESSA will have a renewal on January 1, 2018, for which the January 1, 2018 PA 152 rates shall be applicable.

Eligible employees electing health insurance coverage shall only be responsible for the PA 152 portion of their respective premium. There shall be no smoothing of rates.

Employees shall pay for the portion of their respective insurance premiums incurred during the months of July and August beginning with the first paycheck of the new school year. As such, employees shall pay for insurance premiums from July 1 through June 30 in twenty (21) equal installments during the school year.

3. An eligible employee who elects not to receive coverage under the medical service plan as provided herein shall receive one hundred dollars (\$100.00) per month, maximum of one thousand two hundred dollars (\$1,200.00) per year, to be paid as additional compensation in lieu of the health insurance coverage. Should the Association change insurance carriers in 2019 and/or 2020, the Association shall have the opportunity to negotiate increasing the amounts delineated in this Subsection.
 4. The Board and Association agree to convene annually to review plan coverage offerings and employee premium contribution amounts consistent with PA 152.
- M. The Board shall pay the premium cost of MESSA long-term income protection coverage that maintains at least a salary guarantee of 60%, a maximum thirty (30) day waiting period for eligibility, and a maximum monthly benefit of \$3,000.00 per month. 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 MESSA term life insurance coverage of \$50,000 (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 before 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 Agreement.
- 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 23: 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 MESSA-sponsored dental and vision plan for each eligible teacher and his/her dependents. Negotiated 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.
- U. All benefits 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. 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/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/she been employed the entire school year.

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

**ARTICLE 24: 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. If this District shall be combined with one or more school 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.

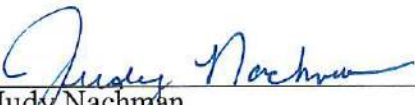
ARTICLE 25: DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2023 and shall continue in effect until June 30, 2024.
- B. Either party may submit a written request to the other party to begin negotiations eight (8) months prior to expiration. 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, 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. An emergency manager appointed under the local Financial Stability and Choice Act shall have the authority to reject, modify, or terminate the collective bargaining agreement as provided in that Act.

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

IN THE PRESENCE OF:

REDFORD UNION SCHOOLS, DISTRICT NO. 1


Judy Nachman
Executive Director of Human Resources and Labor Relations

Date: 8/2/2023, 2023

REDFORD UNION EDUCATION ASSOCIATION

MEA-NEA


Lisa Hildebrandt
RUEA Chief Negotiator/President

Date: 8/2/23, 2023

SALARY SCHEDULE A
REDFORD UNION SCHOOLS
July 1, 2023, THROUGH JUNE 30, 2024 SCHOOL YEAR

STEP	BACHELOR'S DEGREE	BA + 20	MASTER'S DEGREE	MA + 15	THIRD LEVEL
0	\$44,517.42	\$46,228.92	\$49,420.31	\$51,131.82	\$52,843.32
1	\$46,682.23	\$48,396.17	\$52,543.70	\$54,257.66	\$55,971.61
2	\$48,847.03	\$50,563.40	\$55,667.09	\$57,383.49	\$59,099.90
3	\$51,011.83	\$52,730.64	\$58,790.48	\$60,509.34	\$62,228.18
4	\$53,176.63	\$54,897.89	\$61,913.88	\$63,635.18	\$65,356.47
5	\$55,341.44	\$57,065.12	\$65,037.27	\$66,761.02	\$68,484.76
6	\$57,506.24	\$59,232.36	\$68,160.66	\$69,886.86	\$71,613.05
7	\$59,671.04	\$61,399.61	\$71,284.05	\$73,012.69	\$74,741.33
8	\$61,835.84	\$63,566.85	\$74,407.45	\$76,138.54	\$77,869.62
9	\$64,000.65	\$65,734.09	\$77,530.83	\$79,264.38	\$80,997.91
10	\$66,165.45	\$67,901.33	\$80,654.22	\$82,390.22	\$84,126.20
11	\$68,330.26	\$70,068.57	\$83,777.61	\$85,516.06	\$87,254.48
12	\$70,495.06	\$72,235.81	\$86,901.01	\$88,641.89	\$90,382.77
13	\$72,659.87	\$74,403.05	\$90,024.40	\$91,767.74	\$93,511.06
14	\$74,824.67	\$76,570.29	\$93,147.79	\$94,893.57	\$96,639.35

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.)

*For the 2023-2024 school year, 1% off-schedule one-time lump sum payment, paid the first (1st) pay period of the second semester. Employees hiring into the district during the 2023-2024 school year are not eligible for the second (2nd) semester one-time payment.

SCHEDULE B

EXTRA PAY SCHEDULE

LEVEL	COMPENSATION (% of base salary)
1	6% *of base salary
2	7% *of base salary
3	8% *of base salary
4	9% *of base salary
5	10% *of base salary
6	11% *of base salary
7	12% *of base salary
8	13% *of base salary

***Base salary = Step 0 of the bachelor's schedule**

Payment of Schedule B, C, and D responsibilities:

- 1. Pay for Schedule B positions will be received at the conclusion of the sports season coached.**
- 2. Pay for Schedule C positions will be received at the end of each semester in which the assignment was completed.**
- 3. Pay for Schedule D positions will be received upon completion and acceptance of a timesheet.**

SCHEDULE B

Assignment and reassignments to Schedule B positions shall be made annually and are subject to yearly review by the District, 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 the 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.

Unless given prior written approval from the District, a coach can't receive two (2) stipends for two (2) coaching positions in the same season.

Assignment transfers to another building may occur after the deadline for notice of non-reassignment has occurred. If the transfer occurs after the Monday of the last week in June and the staff member or teacher retention in the Schedule B-C position is no longer feasible, the Union member will forfeit the position and compensation for the position. **If the staff member or teacher is on leave, from the district, and is unable to perform the duties of the position, the staff member or teacher will forfeit the position and compensation for the position for the season in which he/she is on leave.**

Bargaining unit members who serve as Schedule B coaches in the district will receive an additional stipend per sport/season coached as follows:

Seven Hundred Fifty Dollars (\$750) for all staff member or teacher high school coaches.

Five Hundred Dollars (\$500) for all staff member or teacher Junior high school Coaches

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

POSITION	PLACE	LEVEL	COMPENSATION (% base salary)
BASEBALL			
Head Coach	High School	8	13%
JV Coach	High School	3	8%
Assistant Coach	High School	1	6%
BASKETBALL			
Boys Head Coach	High School	8	13%
Boys JV Coach	High School	3	8%
Boys Freshman Coach	High School	1	6%
Boys Assistant Coach	High School	1	6%
Boys Assistant Coach	High School	1	6%
Boys 7-8 Grade Coach	Junior high school	1	6%
Girls Head Coach	High School	8	13%
Girls JV Coach	High School	3	8%
Girls Freshman Coach	High School	1	6%
Girls Assistant Coach	High School	1	6%
Girls Assistant Coach	High School	1	6%
Girls 7-8 Grade Coach	Junior high school	1	6%
CHEERLEADING/2 SQUADS			
Head Coach	High School	3	8%
CROSS COUNTRY			
Boys Head Coach	High School	3	8%
Girls Head Coach	High School	3	8%
Co-ed Head Coach	High School	3	8%
Co-ed Assistant Coach	High School	1	6%
FOOTBALL			
Head Coach	High School	8	13%
JV Coach	High School	3	8%

Freshman Coach	High School	1	6%
Assistant Coach	High School	1	6%
Assistant Coach	High School	1	6%
Assistant Coach	High School	1	6%
Assistant Coach	High School	1	6%
7-8 Grade Coach	Junior high school	1	6%
GOLF			
Head Coach	High School	3	8%
SOCCER			
Boys Head Coach	High School	8	13%
Boys Assistant Coach	High School	1	6%
Girls Head Coach	High School	8	13%
Girls Assistant Coach	High School	1	6%
SOFTBALL			
Head Coach	High School	8	13%
JV Coach	High School	3	8%
Assistant Coach	High School	1	6%
SWIMMING			
Boys Head Coach	High School	8	13%
Boys Assistant Coach	High School	1	6%
Girls Head Coach	High School	8	13%
Girls Assistant Coach	High School	1	6%
TENNIS			
Boys Head Coach	High School	3	8%
Girls Head Coach	High School	3	8%
TRACK			
Boys Head Coach	High School	8	13%
Boys Assistant Coach	High School	1	6%

Girls Head Coach	High School	8	13%
Girls Assistant Coach	High School	1	6%
Co-ed 7-8 Grade Coach	Junior high school	1	6%
VOLLEYBALL			
Head Coach	High School	8	13%
JV Coach	High School	3	8%
Assistant Coach	High School	1	6%
7-8 Grade Coach	Junior high school	1	6%
BOWLING			
Boys Head Coach	High School	3	8%
Girls Head Coach	High School	3	8%
Co-Ed Head Coach	High School	3	8%
Co-Ed Assistant Coach	High School	1	6%
WRESTLING			
Head Coach	High School	8	13%
Assistant Coach	High School	1	6%
7-8 Grade Coach	High School	1	6%
ATHLETIC COORDINATOR	Junior high school	4	9%
ATTACHED UNITS			
Flags/Color Guard	High School	1	6%
Majorettes	High School	1	6%
Drumline Coach	High School	1	6%
MARCHING BAND			
Director	High School	3	8%

SCHEDULE C

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 or is on leave and it is impractical or impossible for him/her to continue in this position, he/she must be notified at the time of the transfer or during the leave if the leave will interfere with the position. 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.

POSITION	LEVEL	COMPENSATION (% of base salary)
6 th Grade Class Coordinator	1	6%
*Counselors	1	6% + 2 weeks extra duty
Department Representative Chair High School	1	6%
Department Representative Chair Junior high school	1	6%
Special Education Department Chair	1	6% + 2 hours release
Student Council Advisor K-12 Grades	8 4 1	13% high school 9% junior high school 6% elementary school
National Honor Society Advisor 7-12 Grades	3 2	8% high school 7% junior high school
Drama	6	11%
Instrumental Music Secondary	3	8%
Vocal Music Director Secondary	8	13%
Performing Arts Additional Ensembles High School	1	6%
Mentor Teacher	3	8%
504 Coordinator (Applies ONLY to the 2021-22 school year)	4 4 4	9% high school 9% junior high school 9% elementary school
Vocal/Musical Theater Director	1	6%
Elementary Safety Patrol Sponsor	4	9%
Building Technology Leader	4	9%
Teacher Leaders (1-2 per building)	8	13%

- *Extra Duty assignments under Schedule C will require 50 hours of additional time. This additional time will be used to provide office hours at the end of the school day for students and parents. Office hours must be in increments no shorter than 30 minutes and will occur no less than two days per week. A schedule for office hours will be determined by the building administrator in consultation with the counselor.
- Counselors are expected to be present at Parent teacher conferences which are not to be documented as office hours. Counselors will be assigned two (2) duties, per Article 8 Section D, which may include an open house/curriculum evening, honor's ceremonies, or graduation.

SCHEDULE D

Assignment and reassignment to Schedule D positions shall be made as necessary and are subject to review by the District, 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 District shall pay each such teacher an additional remuneration as indicated below:

POSITION	HOURLY RATE
Extra Duty (Per Teacher Contract)	\$40.00
Summer School Teacher	\$40.00
After-School Credit Recovery Teacher	\$40.00
Before/After School Academic Support	\$40.00
Vocal Music Elementary	\$40.00
Instrumental Music Elementary	\$40.00
School Spirit Coordinator 1 Per Building	\$40.00
Parent Involvement Coordinator 1 Per Building	\$40.00
Club Sponsors Grades K-12	\$40.00 Approval subject to the discretion of the building principal

APPENDIX A-1
REDFORD UNION SCHOOLS, DISTRICT
No. 1 GRIEVANCE REPORT FORM
STEP 1*

Name of Grievant _____

Building _____ **Date Presented** _____

STEP 1

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 President

APPENDIX A-2
REDFORD UNION SCHOOLS, DISTRICT No. 1

GRIEVANCE REPORT FORM
STEP 2

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.

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 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 the 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 District.

ELIGIBILITY AND QUALIFICATIONS

Any professional employee of the District 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 District. 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 District 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, with the approval of the Board of Education, and the employee may agree upon in writing. If 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 assigned to an available position, for which he/she is certified and qualified, as determined by the administration 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 District, 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 District 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 not later than April 1 for leaves beginning the first semester and November 1 for leaves beginning the second semester.

APPENDIX C

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 11 Assignments, Vacancies & Transfers and 18 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 District 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 President 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 D-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 D-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:

_____ EDT	_____ Pre K	_____ Classroom
_____ McGowan	_____ K	_____ Art
_____ Bulman	_____ 1 st	_____ Music
_____ Stuckey	_____ 2 nd	_____ Physical Ed
	_____ 3 rd	_____ Media Center
	_____ 4 th	_____ Other
	_____ 5 th	

Are you willing to teach a split grade? Yes No

Are you willing to take an itinerant position? Yes No

_____ ADT	_____ 6 th	_____ 9 th	
_____ HMS	_____ 7 th	_____ 10 th	
_____ RUHS	_____ 8 th	_____ 11 th	
_____ Pearson		_____ 12 th	
_____ ELA	_____ Social Studies	_____ Science	_____ Soc Worker
_____ Journalism	_____ Civics/Govt	_____ Biology	_____ Teacher Consultant
_____ Math	_____ History	_____ Chemistry	
_____ Business Ed	_____ Geography	_____ Earth Science	
_____ Ind. Arts	_____ Psychology	_____ Health	
_____ ESL	_____ Sociology	_____ Physics	
_____ Media	_____ Foreign Lang	_____ Special Ed	

(specify: _____)

_____ Physical Ed _____ French _____ Voc Ed

(specify: _____)

_____ Art	_____ German
_____ Music	_____ Spanish
_____ Life Mgt	_____ Counselor
_____ Computer Science	

Comments: _____

Signature: _____

APPENDIX E

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 F

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 of Absence

	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	Uniformed Services	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

APPENDIX G

Non-Teacher Professional Employee Discipline and Reduction in Personnel

The term "non-teacher professional employee" refers to all professional employees as defined in the Agreement's Recognition Clause whose employment is not regulated by the Michigan Teachers' Tenure Act. The following language about discipline and reduction in personnel applies to those employees only.

Discipline

Any reprimand, discipline, demotion, or dismissal of a non-teacher professional employee shall be for just cause.

Reduction in Personnel

Changes in student population, program offerings, financial considerations, or other conditions may make necessary a reduction in the number of non-teaching professional employees. It is within the Board's sole discretion to reduce the District's programs when warranted by the foregoing circumstances.

When a reduction in non-teaching professional employees is necessary, the Board will first retain those non-teaching professional employees having the greatest seniority in the District in their respective job classification. Seniority is determined by the criteria described in Article 19. Notice of lay-off shall be provided in writing to the affected non-teaching professional employee at least thirty (30) calendar days before implementation unless this notice is mutually waived, in writing, by the Board and the Association.

The Superintendent will offer available openings to those qualified persons with the longest seniority on the list of non-teacher professional employees awaiting reinstatement to active service. A non-teacher professional employee who refuses a recall to a position for which he/she is qualified has waived his/her right to all positions for the school year. A non-teacher professional employee will remain on the layoff list a maximum of three (3) years. It is the responsibility of the laid off employee to notify the Superintendent's Office of his/her current address and telephone number. Failure to respond to the written notice of recall within ten (10) calendar days of the notice date shall be considered a forfeiture of the right to recall for that position.

APPENDIX H

OPTIONS FOR RUEA PAID LEAVE DAYS

Beginning with the 2022/2023 school year, existing and newly hired teachers must individually elect from either OPTION A or OPTION B for leave days.

At the beginning of each school year, teachers shall have the option to change their election of either Option A or Option B until September 30th. After September 30, if no change has been selected by the teacher, the choice will default to the previous year's election of A or B. Additionally, a teacher's election to move from Option B to Option A is a one-time election each year.

Option A Synopsis:

- Cash out all existing accumulated unused leave days
- Employee will receive 9 days at the beginning of each school year.
- If 4 or less leave days are used by the end of spring break, you receive two additional days.
- At the end of the school year, you are paid out up to 11 earned but unused paid leave days at \$90/day.
- Payout can be placed in a District provided tax sheltered annuity or his/her pay.
- Bereavement days (2) are non-accumulative and non-compensated.
- District will pay or reimburse teachers up to one-half of the cost for coverage of a District designated short-term disability provider.

Option B Synopsis:

- Teacher will receive 10 leave days each year to a maximum of 60 days.
- Upon separation (retirement or resignation), employee will receive the following payout amounts:
 - 1-5 years = \$75/day
 - 6-15 years = \$100/day
 - 16-25 years = \$125/day
 - 26 plus = \$150/day

Teachers who elect to move from Option B to Option A before retirement or resignation shall receive the following payout amounts with the understanding that this is a one-time payout and shall not receive another payout if teacher elects to return to Option B.

- Employees with 15 years or more, the payout will be in December at the following amounts:
 - 1-19 days = \$75/day
 - 20-29 days = \$90/day
 - 40-59 = \$100/day
 - 60-70 = \$125/day
- Employees with less than 15 years, will receive \$90/day for all accumulated leave days.
- Bereavement days (2) are non-accumulative and non-compensated

Teachers shall elect for the lump sum payment of the unused days to his/her pay or the District provided Tax Sheltered Annuity.

Employee Name: _____ Date: _____

Position: _____ Bldg.: _____

Please select an Option and return to Human Resources by September 30, 2022.

OPTION A _____

OPTION B _____

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

MEMORANDUM OF AGREEMENT

RE: IEPT Special Education Teacher Assignments

Re: Individualized Education Program Team Meetings and Preparation of Individualized Education Programs 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 President of Special Education. Approval by the President 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.
- 5.

**REDFORD UNION SCHOOLS
BOARD OF EDUCATION**

Ronald J. Stoneman
Superintendent

Shawn McGowan
Chief Negotiator

Date: _____, 20__

WAYNE COUNTY MEA-NEA

Wayne County MEA/NEA

Steve Losey
RUEA President

Date: _____, 20__