

# **MASTER AGREEMENT**

**Between the**

**RIVERVIEW BOARD OF EDUCATION**

**And**

**RIVERVIEW ADMINISTRATIVE CABINET**

**July 1, 2007**

**Through**

**June 30, 2008**

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RAC  
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## AGREEMENT

### ARTICLE I PREAMBLE

This agreement entered into this first day of July, 2007, by and between the Board of Education of the Riverview Community School District, Wayne County, Michigan, hereinafter called the "Board", and the Riverview Administrative Cabinet, hereinafter called the "RAC".

### WITNESSETH

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

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

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

THEREFORE, the Board and the RAC agree as follows:

### ARTICLE II TEAM MANAGEMENT

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

### ARTICLE III

#### **Sec. 1. Recognition**

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

## **Sec. 2. Elimination or Creation of Positions**

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

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

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

## **Sec. 3. Administrative Duties--Other**

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

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

#### **1. Administrative Duties/Extra Curricular Activities**

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

#### **2. Programs**

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

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

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

**B. Additional Program Duties**

**1. Elementary Level**

- Chapter I Program
- Michigan Educational Assessment Program
- K-12 Textbook Selection Program
- River-Views, including seeking articles and pictures, establishing deadlines, assisting in preliminary layout, counting out issues, and delivery/payment to post office.
- Community Service and School Millage Activities. The intent is to assure that all administrators participate in appropriate school authorized community service and school millage activities.

**2. Secondary Level**

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

**C. Outside The District Work**

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

#### **D. Athletic Director**

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

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

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

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

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

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

#### **Sec. 4. Agency Shop**

A. Any administrator who is a member of RAC, or has been appointed to a position covered by this master agreement, must sign and deliver to the Board an assignment authorizing deduction of membership dues in RAC, including the RAC and the American Federation of School Administrators, AFL-CIO, Local 21. Such authorization shall continue in effect from year to year for the duration of this Agreement unless revoked in writing between July 1 and July 30 of any year.

B. Any administrator, as recognized in the master agreement, who is not a member of RAC in good standing or who does not make application for membership within thirty (30) days from the date of his appointment to his administrative duties, shall as a condition of employment pay a representation fee to RAC equal to membership dues payable to RAC (RAC-Local 21), provided, however, that if the administrator shall not pay such fee directly to the Cabinet, by the fifteenth of each month or authorize payment through payroll deductions, the Board shall immediately notify the administrator of his termination as an administrator, effective at the end of the present school year. The parties expressly recognize that the failure of any administrator who is covered under this master agreement, to comply with the provisions of this Article is just and reasonable cause for discharge from employment.

C. The Business Manager shall draw up an authorized form which shall indicate the amounts to be deducted and the manner in which they will be deducted. The RAC shall review and approve the form before it is utilized.

D. The RAC shall be responsible to notify the Business Manager of any prorated amounts in the event of employment for a partial year or for part time employment.

E. Sums deducted by the Board pursuant to authorization of the administrator whether for professional dues or representation fee, shall be sent promptly to the RAC under procedures to be established by the Business Manager. The RAC shall remain responsible for the ultimate disbursement of such monies.

The procedure in all cases of discharge for violation of the Article shall be as follows:

1. The RAC shall notify the administrator of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) working days for compliance, and shall further advise the recipient that a request for discharge will be filed with the Board in the event compliance is not effected. A copy of the non-compliance shall be sent to the Superintendent.
2. If the administrator fails to comply, the RAC may file charges in writing, with the Board, and shall request termination of the administrator's employment. A copy of the notice of non-compliance and proof of service shall be attached to said charges.
3. The Board, only upon receipt of said charges and request for termination shall conduct a hearing on said charges. In the event of compliance at any time prior to discharge, charges shall be withdrawn. The RAC, in processing of charges agrees not to discriminate between various persons who may have refused to tender the representation fee.
4. The RAC agrees to hold the Board harmless and pay all litigation costs and the judgments resulting from the termination of an administrator under this Article.



F. Dues shall be deducted monthly from the pays that an administrator receives according to the schedule established by the business office. It shall be the responsibility of RAC to identify the amount of dues deductions on a per-deduction basis for each member and to identify the effective pay date the deduction starts. Notice of any change must be received at least 21 calendar days before the effective date of the new deduction. All dues payments will be based on the year starting with the first pay date in July for all RAC employees unless RAC changes the dues year to an August 15 to August 14 schedule.

#### **Sec. 5. Deductions and Annuities**

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

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

### **ARTICLE IV**

#### **Sec. 1. Administrative Contract**

Upon being approved by the Board of Education, administrators shall sign an administrative contract provided by the district. All administrators will sign a new administrative contract upon ratification of this 2007-2008 Master Agreement. No term or condition of an individual administrative contract shall be inconsistent with the master agreement.

#### **Sec. 2. Non-Tenured Status**

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

### **ARTICLE V**

### **SENIORITY-TRANSFER-REDUCTION**

#### **Sec. 1. Seniority**

A. Seniority for administrators, while serving in an administrative position, is based on the total of all administrative experience in the District. Upon resignation from the District, all accrued administrative seniority is forfeited. If an administrator returns to the teaching staff, he or she shall enter the unit with seniority for all years served as a teacher and as an administrator provided that

administrators hired from outside the district after July 1, 1976 shall not accrue teaching seniority for time served as an administrator in Riverview nor accrue any seniority for any service outside Riverview Schools.

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

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

1. If a former RAC administrator now in a non-RAC administrative position within the District wishes to initiate returning to a RAC administrative position and no opening exists nor has there been a new RAC position established, he may return at the start of the school year provided he gives the Superintendent and the President of RAC written notice at least 120 days prior to the start of the school year and it is mutually agreeable to the Board and RAC, or if the Board eliminates the non-RAC position.
2. If a former RAC administrator holding a non-RAC administrative position within the District which was known to be temporary in nature wishes to return to a RAC administrative position, he may do so when the temporary non-RAC position is terminated. The Superintendent shall inform RAC of such temporary positions.
3. If an opening occurs for an existing or new RAC administrative position, a former RAC administrator, now holding a non-RAC administrative position within the District may return to a RAC administrative position provided he holds certification for whatever position remains after transfers, if any, are put into effect, and provided he/she is approved by the Board.

## **Sec. 2. Promotions, Demotions and Transfers**

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

### **A. Promotions**

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

### **B. Demotions**

A demotion shall mean the assignment from one position to another of a different title and lower wage as listed on the salary schedule (i.e. reduced in rank) for reasons of job performance, ability, and/or discipline. A demotion can only be for just cause.

### **C. Transfers**

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

#### **1. Voluntary Transfers-Promotions**

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

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

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

#### **2. Involuntary Transfers**

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

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

### Sec. 3. Reduction

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

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

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

1. The Superintendent will identify the number of administrative positions needed, retaining those currently employed administrators in RAC positions with the greatest district-wide administrative seniority after first reducing the appropriate number of currently employed administrators in RAC administrative positions on probationary status starting with the least senior administrator. The least senior non-probationary administrators currently employed will then be laid off.

2. Those administrators who are retained may request assignment to certain positions. In the event that the placement of administrators requires a current principal to be placed as an assistant principal, the least senior appropriately certified principal will be placed as the assistant principal. The Superintendent, at his discretion, will make the final decision as to where the retained administrators are placed.

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

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

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

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

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

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

#### **Sec. 4. Certification**

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

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

### **ARTICLE VI** **EVALUATION-ADMINISTRATORS**

#### **Sec. 1. Probationary Period**

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

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

At least ninety (90) days prior to the end of each probationary year the Superintendent shall provide the administrator with a definite written statement as to the quality of his work, and further stating the status of the administrator for the next year.

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

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

## **Sec. 2. Evaluation of Subordinate**

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

## **Sec. 3. Unsatisfactory Performance**

### **A. Work Performance**

Should the Board, upon the recommendation of the Superintendent, determine the work performance of a non-probationary RAC administrator is not satisfactory, a written statement to that effect, detailing the reasons therefor, shall be promptly served upon said administrator by November 15 of each year. If the administrator is not notified by November 15, the administrator's work will be deemed to be satisfactory for the preceding November 16 - November 15 period. The written statement shall include a detailed explanation of the unsatisfactory performance and suggest specific actions for improvement. This written statement shall have been preceded by written statements or personal conferences covering the items or areas of unsatisfactory performance. The administrator will be provided an opportunity to correct the areas of unsatisfactory performance during the period from November 15 to March 1 with periodic conferences, not less than two, to review his progress. If the unsatisfactory work performance is alleviated to the satisfaction of the Superintendent during the November 15 - March 1 period, the Board will formally rescind the probationary status arising from that specific instance. If the unsatisfactory work performance specified in the written notification is not corrected, the administrator will be notified no later than 90 days prior to the end of the administrator's current contract of the District's intent to terminate his employment as an

administrator at the end of the administrator's current contract. The administrator may request a public or private hearing before the Board to discuss his status. All procedural matters including dismissal shall be in accordance with the School Code of 1976 (Act 451 of 1976, as amended). Probationary administrators – four years or less of service with the district – shall be subject to the procedural requirements of the School Code of 1976 (Act 451 of 1976, as amended).

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

#### **B. Conduct Other Than Work Performance**

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

#### **Sec. 4. Evaluations**

The Board and the RAC recognize the importance of an objective and positive evaluation process. The Superintendent has the responsibility to create and revise appropriate evaluation forms, instruments, criteria and procedures. Prior to implementing said forms, instruments, criteria and procedures, the Superintendent will discuss same with the RAC in a good faith effort to reach agreement on incorporating RAC's concerns.

In the event agreement is not reached between the Superintendent and the RAC, the Superintendent will implement said forms, instruments, criteria and procedures, and will communicate same to the RAC by July 31 of the school year in which they are to be implemented. Said forms, instruments, criteria and procedures will remain in effect until such time as new evaluation forms, instruments, criteria and procedures are developed and appropriately discussed with RAC, but revisions will not be made more often than once during the period of each collective bargaining agreement, unless such revisions are mutually agreed to.

The Superintendent may meet with administrators on an individual basis to set job goals and to discuss the administrator's evaluation. If an administrator is dissatisfied with the result of his evaluation, the administrator may request a public or private meeting with the Board to discuss the results of the evaluation. The request for a meeting with the Board must be made within fifteen (15) days of receipt of the evaluation. The decision of the Board shall be final and binding upon the Superintendent, the RAC and the individual administrator. The evaluation shall be held in confidence and treated in an ethical manner. The administrator may place a written response to the evaluation of his personnel file.

## **Sec. 5. Right to Privacy**

Unless prohibited by the Michigan Open Meetings Act or any other provision of state or federal law, all complaints or charges involving RAC members shall be referred to a Board closed session if they are raised at a Board of Education meeting.

## **ARTICLE VII** **GRIEVANCE PROCEDURE**

### **A. Definition of a Grievance**

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

### **B. Procedures**

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

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

Step 3. Within five (5) school days of the filing of the written grievance, the Superintendent or his designee shall hold a conference with whomever signed the grievance. This conference is in



addition to the original conference held under Step 1. A copy of the Superintendent's written grievance answer shall go to the grievant and to the President of RAC within five (5) school days following the conference.

Step 4. In the event the administrator, his representative, or the RAC is not satisfied with the answer of the Superintendent, or if the Superintendent fails to answer the grievance within the prescribed time, the administrator and/or the RAC shall within ten (10) school days from the date of receipt of the written grievance disposition from the Superintendent or twenty (20) days from the date of filing of the grievance if the Superintendent fails to respond, refer the grievance in writing to the Board.

Step 5. Within two (2) days after the second regularly scheduled Board of Education meeting after receipt of the notification of RAC's intent to take the grievance to the Board level, the Board, or a committee of the Board, shall render a decision in writing.

Step 6. In the event the RAC is not satisfied with the action of the Board, it shall, within ten (10) school days, submit a letter to the Superintendent informing him of the RAC's intent to go to arbitration before an impartial arbitrator. Within five (5) school days of submission of the notice of intent to arbitrate, the RAC shall submit the matter to the American Arbitration Association in accordance with its rules. In no event shall an arbitrator be empowered to modify, subtract from or alter the provisions of the Agreement, or to arbitrate policies or practices of the Board not covered by this Agreement. The decision of the arbitrator shall be in writing and shall cover only the issues in dispute without recommendations as to other matters.

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

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

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

### **C. Time Limits**

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

**D. Records and Reprisals**

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

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

**E. Representation of Grievant**

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

**ARTICLE VIII**  
**RESIGNATION**

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

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

**ARTICLE IX**  
**RETIREMENT**

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

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

C. The parties agree should the Board of Education agree to an Early Retirement Incentive Plan or "Buyout" with the Riverview Education Association during the term of this contract, or in the first year of a successor contract, the same plan or Buyout will be made available to members of the Riverview Administrative Cabinet.

**ARTICLE X**  
**TERMINATION OF EMPLOYMENT**

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

**ARTICLE XI**  
**REASSIGNMENT TO A TEACHING POSITION**

**Sec. 1. Seniority and Salary Status**

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

**Sec. 2. Teaching Status**

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

**ARTICLE XII**  
**BENEFICIARY**

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

**ARTICLE XIII**  
**TEMPORARY REPLACEMENT**

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

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

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

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

**ARTICLE XIV**  
**PROFESSIONAL GROWTH, PROFESSIONAL MEETINGS AND CONVENTIONS**

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

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

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

**Sec. 1. WORK YEAR - Vacation Time**

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

<u>Position</u>	<u>Vacation Allotted</u>
Senior High Principal	Four (4) Weeks
Middle School Principal	Four (4) Weeks
Elementary Principal	Four (4) Weeks
Assistant Principal	Four (4) Weeks
Director of Special Ed.	Four (4) Weeks

- B. No more than two days vacation may be carried over into the next school year.
- C. As of July 1 of each year, a status report of Appendix "C" remaining days will be provided each administrator.
- D. During the school year, RAC administrators will follow the school calendar covering holidays, but will be available for emergency duty if he/she can be reached locally.
- E. Administrators covered by this contract shall receive (5) paid holidays for the 4th of July and one (1) paid holiday for Labor Day.
- F. All Administrators shall have their 52-week contract commence on August 15 and run through August 14 of the next year, with the exception of those administrators previously given the option to remain on a July 1 - June 30 contract year.
- G. Work days are defined as all Monday through Friday days of the year except those days which are official holidays when all RAC employees are off. This is for purposes of identifying days for grievances, agency shop, and other similar working days that are non-financial references in this agreement.
- H. Work days are defined as 260 days for purposes of prorating annual compensation. (5 days x 52 weeks = 260 days). In computing work days all Mondays through Fridays during the employment period are counted.

**Sec. 2. Wages**

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

**Sec. 3. Mileage**

The Board beginning with the 1996-97 school year will reimburse administrators at the IRS allowance per mile for approved and required use of an administrator's personal vehicle in the performance of official duties. Requests for reimbursements must be documented on forms provided by the District, showing destination, purpose and mileage and submitted regularly, not less than quarterly, by the administrator.

**ARTICLE XVI**

**SICKNESS-DISABILITY BENEFITS-WORKER'S COMPENSATION**

**Sec. 1. Basic Sickness and/or Accident Benefits (Disability Benefits)**

Administrators shall be entitled to the following benefits when they are unable to perform their duties due to sickness or injury. Such payments shall terminate when disability ceases and shall in no case extend beyond the periods herein mentioned. The term "disability" shall mean sickness or accident which results in the inability to perform assigned duties.

Schedule of Benefits

0-10 inclusive administrative service years within the system:	Full pay 13 weeks
	½ pay 13 weeks

This schedule does not apply to administrators hired after the ratification date of this Agreement, from outside the school system, during their probationary period. Administrators who are hired from outside the school system shall earn one sick day per month of active employment with the district during their probationary period. Sick days will not be cumulative for probationary administrators.

11+ inclusive administrative service years within the system:	Full pay 26 weeks
---	-------------------

Successive periods of disability shall be counted together as one period in computing the period during which the employee shall be entitled to benefits, except that any disability occurring after an employee has been continuously engaged in the performance of duty for nine weeks shall be considered as a new disability and not as part of any disability which preceded such period of nine weeks.

Disabled employees wishing to leave home shall obtain from the Superintendent written approval of absence for a specified time and furnish satisfactory proof of disability while absent, otherwise no benefits shall be paid for such period of absence.

Disabled employees must take proper care of themselves and have proper treatment. Benefits will be discontinued to employees who refuse or neglect to follow the recommendations of their physician.

Disability benefits will ordinarily be paid at the intervals of time as would govern the payment of wages to the employee if he were in the performance of duty.

Benefits payable to an employee unable to execute a proper receipt may be paid to a relative or other proper person, selected by the Superintendent, to use for the benefit of the employee and the receipt of such person shall be a sufficient discharge.

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

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

## **Sec. 2. Workers' Compensation**

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

## **ARTICLE XVII** **INSURANCE**

### **Sec. 1. General**

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

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

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

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

## **Sec. 2. Hospitalization and Medical Insurance**

A. The Board shall pay the cost of hospitalization and medical insurance comparable to Blue Cross/Blue Shield, MVF II, (M.M.) Option IV, F.A.E., VST, R.C.R.P., (Prescriptions \$15.00 Co-Pay) for each administrator and his or her eligible dependents for semi-private room benefits; special riders shall be paid by the employee. Pharmacare will be the prescription drug carrier. The master medical coverage deductible will be one hundred dollars (\$100.00) for single member coverage and two hundred dollars (\$200.00) for full family coverage. As alternatives to the foregoing BC/BS program, an administrator may elect, subject to the underwriter's acceptance, to subscribe to the hospitalization and medical insurance program offered through the Blue Care Network, the HMO provided by the BC/BS or the PPO provided by the BC/BS, with a fifteen (\$15.00) dollar co-pay preferred RX program to be implemented as soon as possible. The Board shall pay monthly to the appropriate agency or underwriter the premium for such insurance in the first year. In the second year the district will pay a premium cost equal to the Community Blue BC/BS PPO coverage.

B. If allowed by the insurance carrier and offered by the District, a RAC administrator may elect not to receive the health insurance provided herein and, in lieu thereof, may receive \$1,700 payable in a tax deferred annuity to be purchased through existing Board authorized annuity programs at the end of his/her contract year. The administrator shall be responsible for filing the necessary annuity documentation with the business office. During his contract year, the RAC administrator may elect to have the health coverage, but if he so elects, the \$1,700 payment is forfeited in its entirety for that contract year. If the RAC administrator elects to have the health insurance during the contract year, the date of coverage will be subject to the requirements of the insurance carrier.

C. If allowed by law, all RAC members retiring on or after July 1, 1990 under the provisions of the Michigan Public School Employees Retirement System shall be reimbursed by the Board, for that part of the "self" portion of the Michigan Retirement Master Health Care Plan premiums not paid by the retirement system and/or Medicare.



### **Sec. 3. Dental Insurance**

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

### **Sec. 4. Optical Insurance**

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

- |    |                  |  |
|----|------------------|--|
| 1. | Examination      | 100% of customary and reasonable charges   |
| 2. | Regular Lenses   | 100% of customary and reasonable charges   |
| 3. | Bi-focal Lenses  | 100% of customary and reasonable charges   |
| 4. | Tri-focal Lenses | 100% of customary and reasonable charges   |
| 5. | Frames Charges   | 100% of customary and reasonable charges   |
| 6. | Contact Lenses   | 100% of customary and reasonable charges if medically necessary and if not medically necessary \$40 per lens |

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

### **Sec. 5. Life Insurance**

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

## **Sec. 6. Long Term Disability Insurance**

Long term disability insurance shall be purchased by the district which will commence after a 180-day waiting period from the inception of the sickness or accidental disability and the following benefits shall be provided:

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

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

## **ARTICLE XVIII** **ADMINISTRATIVE ABSENCE**

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

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

## **ARTICLE XIX**

### **Sec. 1. Absences and Leaves**

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

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

### **Sec. 2. Probationary Administrators**

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

### **Sec. 3. Advanced Study**

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

### **Sec. 4. Travel and Work Experience**

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

### **Sec. 5. Sabbatical Leave**

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

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

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

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

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

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

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

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

**Sec. 6. Political or Professional Employment**

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

**Sec. 7. Return From Leave of Absence/Leave Replacement**

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

**ARTICLE XX**  
**SUBSTITUTING**

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

**ARTICLE XXI**  
**COMPLAINTS AGAINST ADMINISTRATORS**

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

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

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

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

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

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

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

## ARTICLE XXII MISCELLANEOUS PROVISIONS

### **A. Legal Rights**

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

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

### **B. Coaching**

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

### **C. New Staff Interviews**

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

**D. Staff Assignments**

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

**E. Administrator Personnel Authority**

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

**F. Administrative Support Services**

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

**G. Assault on an Administrator**

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

**H. Reimbursement for Personal Property Loss**

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

1. Assault, or as the result of the use of physical force upon the administrator.
2. Theft from the administrator. Reimbursement by the Board shall not exceed one-hundred (\$100.00) dollars to any administrator for any item and there shall be no reimbursement if negligence can be determined. The administrator must provide proof that the stolen article was on school property and that it was appropriate to have such personal property on school premises.

3. Verified malicious destruction of the administrator's personal property. Any claim arising from malicious destruction shall be made to the District's insurance carrier under the terms of its coverages. In the event the loss is not covered or a deductible is applied by the insurance carrier, such loss or deductible will be recoverable from the District under the terms of this Article to a limit of five hundred dollars (\$500.00).

### **ARTICLE XXIII** **LIABILITY COVERAGE**

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

### **ARTICLE XXIV** **REVIEW OF PERSONNEL FILE**

An administrator's official employment personnel file shall be the one which exists in the central administration office. Files (other than personnel files) may be maintained by the Business Manager, Assistant Superintendent, and Superintendent but are to be considered to be working files and as such, not covered by this article.

No administrator's personnel file may be accessed by anyone other than the Superintendent, a designated central office administrator, or that administrator's immediate supervisor. It is understood, however, that the Superintendent or designated central office administrators may use information from the personnel file for grievance or disciplinary action involving the affected administrator and this may include copies of items in the file.

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

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

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

**ARTICLE XXV**  
**MANAGEMENT RIGHTS**

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

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

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



**ARTICLE XXVI**  
**TERMINATION AND REOPENER**

**Sec. 1. Termination**

This contract terminates effective June 30, 2008. It shall terminate in its full force and effect unless there is official action on the part of both parties in official sessions and recorded in the minutes of same giving continuation.

**Sec. 2. Re-Opener**

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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this \_\_\_\_ day of \_\_\_\_\_, 2007.

Riverview Community School District

Riverview Administrative Cabinet

\_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
RAC President

\_\_\_\_\_  
Secretary, Board of Education

\_\_\_\_\_  
RAC Secretary

(APPENDIX A)

RAC ADMINISTRATIVE SENIORITY LIST  
(Accumulated Through August 14, 2007)

Name	Administrative Service Dates Utilized for RAC Seniority	Total RAC Seniority	Dates of All Service in District	Years of Service in District including Teaching Seniority
Howard Berlin	4/97-8/07	10 yr. 4 mo.	1/95-8/07	12 yr. 7 mo.
Allen Gaggini	11/94-8/07	12 yr. 9 mo.	8/73-6/82 9/83-8/07	33 yr.
Steve Hawley	8/06-8/07	1 year	8/95-8/07	12 years
Nancy Holloway	8/97-8/07	10 years	10/76-3/78 9/85-1/87 6/87-8/07	22 yr. 11 mo.
Fred Keier	8/03-8/07	4 years	9/69-8/07	38 years
Susan King	9/97-8/07	9 yr. 11 mo.	9/97-8/07	9 yr. 11 mo.
Cynthia Mayberry	10/01-8/07	5 yr. 10 mo.	10/01-8/07	5 yr. 10 mo.
Maxine Yetter	8/06-8/07	1 year	8/06-8/07	1 year

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

**(APPENDIX A)**

**RAC ADMINISTRATIVE SENIORITY LIST**  
**(Accumulated Through August 14, 2007)**

<u>Name</u>	<u>Administrative Service Dates Utilized for RAC Seniority</u>	<u>Total RAC Seniority</u>	<u>Dates of All Service in District</u>	<u>Years of Service in District including Teaching Seniority</u>
Howard Berlin	4/97-8/07	10 yr. 4 mo.	1/95-8/07	12 yr. 7 mo.
Allen Gaggini	11/94-8/07	12 yr. 9 mo.	8/73-6/82 9/83-8/07	33 yr.
Steve Hawley	8/06-8/07	1 year	8/95-8/07	12 years
Nancy Holloway	8/97-8/07	10 years	10/76-3/78 9/85-1/87 6/87-8/07	22 yr. 11 mo.
Fred Keier	8/03-8/07	4 years	9/69-8/07	38 years
Susan King	9/97-8/07	9 yr. 11 mo.	9/97-8/07	9 yr. 11 mo.
Cynthia Mayberry	10/01-8/07	5 yr. 10 mo.	10/01-8/07	5 yr. 10 mo.
Maxine Yetter	8/06-8/07	1 year	8/06-8/07	1 year

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

**(APPENDIX B)**  
**RAC GRIEVANCE FORM**

Grievance No. \_\_\_\_\_

\_\_\_\_\_  
Name of Grievant

\_\_\_\_\_  
Date Grievance Occurred

**STEP I**

1. Violation: Article \_\_\_\_\_ Section \_\_\_\_\_ Page \_\_\_\_\_  
Statement of Grievance \_\_\_\_\_

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

2. Action Requested (Relief Sought) \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date Grievance Filed

\_\_\_\_\_  
Signature of Superintendent or  
Designee Receiving Grievance

\_\_\_\_\_  
Date of Receipt of Grievance by  
Superintendent

.....  
**STEP II**

Disposition of Grievance by Superintendent or Designee: \_\_\_\_\_

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

\_\_\_\_\_  
Grievance Denied or Accepted.

\_\_\_\_\_  
(Cross out one which does not apply)

\_\_\_\_\_  
Signature of Superintendent  
or Designee

\_\_\_\_\_  
Date Grievance Acted Upon by  
Superintendent

\_\_\_\_\_  
Signature of Grievant Indicating Receipt  
of Superintendent's Decision

\_\_\_\_\_  
Date Grievant Received Superintendent's  
Reply

**(APPENDIX C)**  
**SALARY SCHEDULE**

Salary Schedule	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>
Special Education Director	\$ 91,523	\$ 95,393	\$ 97,301	\$ 98,761
Assistant Middle School Principal	\$ 86,447	\$ 90,216	\$ 92,020	\$ 93,400
Assistant High School Principal	\$ 91,523	\$ 95,393	\$ 97,301	\$ 98,761
Elementary Principal	\$ 93,376	\$ 97,284	\$ 99,230	\$100,718
Middle School Principal	\$ 97,347	\$101,334	\$103,361	\$104,911
High School Principal	\$104,495	\$108,625	\$110,798	\$112,460

Deduction for Steps:

- \$6,000 for first year of contract
- \$4,000 for second year of contract
- \$2,000 for third year of contract

There shall be four steps to reach the maximum salary represented by the above with each step representing one year's experience as follows:

- Step 4 will be at the appropriate year's maximum rate.
- Step 3 will be at the appropriate year's maximum rate less \$2,000.
- Step 2 will be at the appropriate year's maximum rate less \$4,000.
- Step 1 will be at the appropriate year's maximum rate less \$6,000.

Extra Hours Credit:

Beginning with the 2006-07 school year, the following dollar amounts shall be added to an administrator's base salary upon attainment of graduate credit hours and advanced degrees, per the following schedule:

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

**(APPENDIX D)**  
**OUTSIDE-THE-DISTRICT WORK**

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

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

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

**RIVERVIEW COMMUNITY SCHOOL DISTRICT**

Office of the Superintendent

TO: Fred Keier, RAC Members, Central Office Personnel, Board Members and  
Legal Counsel

FROM: Lou Ann Durand, Secretary to the Superintendent  
and Board of Education

DATE: July 24, 2007

SUBJECT: Addendum to the Riverview Administration Cabinet Master Agreement

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Attached is an addendum to the July 1, 2004 – June 30, 2007 RAC Master Agreement executed by the President of RAC and the President of the Board of Education. This addendum includes changes that were made to the 2004-2007 agreement, extended through the 2007-2008 school year. Please insert the enclosed pages in your copy of the 2004-2007 agreement. A sticker is provided that you may place on the cover.

ADDENDUM  
TO THE  
MASTER AGREEMENT  
BETWEEN THE  
RIVERVIEW BOARD OF EDUCATION  
AND THE  
RIVERVIEW ADMINISTRATIVE CABINET  
JULY 1, 2004 – JUNE 30, 2007

At the membership meeting held on June 28, 2007 the Riverview Administrative Cabinet accepted a one year successor agreement to the July 1, 2004 through June 30, 2007 Master Agreement. This successor agreement includes:

- A contract of one year in length, expiring on June 30, 2008.
- An increase of 1.5% applied to the salary schedule for the 2007-2008 school year (copies enclosed).
- Article XV, Section 1. Work Year – Vacation Time, B. – substitute language: “No more than two days vacation may be carried over into the next school year.”

BOARD OF EDUCATION  
RIVERVIEW COMMUNITY SCHOOLS

By *John P. [Signature]*

Its PRESIDENT

Dated July 23, 2007

RIVERVIEW ADMINISTRATIVE CABINET

By *Justin A. C. [Signature]*

Its PRESIDENT

Dated July 18, 2007



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

**Sec. 1. WORK YEAR - Vacation Time**

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

<u>Position</u>	<u>Vacation Allotted</u>
Senior High Principal	Four (4) Weeks
Middle School Principal	Four (4) Weeks
Elementary Principal	Four (4) Weeks
Assistant Principal	Four (4) Weeks
Director of Special Ed.	Four (4) Weeks

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

(APPENDIX A)

RAC ADMINISTRATIVE SENIORITY LIST  
(Accumulated Through August 14, 2007)

Name	Administrative Service Dates Utilized for RAC Seniority	Total RAC Seniority	Dates of All Service in District	Years of Service in District including Teaching Seniority
Howard Berlin	4/97-8/07	10 yr. 4 mo.	1/95-8/07	12 yr. 7 mo.
Allen Gaggini	11/94-8/07	12 yr. 9 mo.	8/73-6/82 9/83-8/07	33 yr.
Steve Hawley	8/06-8/07	1 year	8/95-8/07	12 years
Nancy Holloway	8/97-8/07	10 years	10/76-3/78 9/85-1/87 6/87-8/07	22 yr. 11 mo.
Fred Keier	8/03-8/07	4 years	9/69-8/07	38 years
Susan King	9/97-8/07	9 yr. 11 mo.	9/97-8/07	9 yr. 11 mo.
Cynthia Mayberry	10/01-8/07	5 yr. 10 mo.	10/01-8/07	5 yr. 10 mo.
Maxine Yetter	8/06-8/07	1 year	8/06-8/07	1 year

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

**(APPENDIX C)**  
**SALARY SCHEDULE**

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