

AGREEMENT

by and between the

BOARD OF EDUCATION

of the

RIVER VALLEY SCHOOL DISTRICT

And the

**RIVER VALLEY EDUCATION ASSOCIATION
(5-CEA/NEA)**

July 1, 2010 through June 30, 2012

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**AGREEMENT
PREAMBLE**

This agreement entered into this, 3rd day of June, 2010, by and between the River Valley School District, of Three Oaks, Michigan, hereinafter referred to as the "Board," and the River Valley Education Association/5-Cea/Mea/Nea, hereinafter called the "Association".

WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of River Valley School District is their mutual aim and responsibility, and
WHEREAS the members of the teaching profession can be of assistance in formulating policies and programs, and

WHEREAS pursuant to Section 11 of the Michigan Public Employment Relations Act, MCL 423.211 et seq., the Board recognizes the Association as the extensive bargaining representative for the bargaining unit and is required according to the provisions of Section 15 of the Michigan Public Employment Relations Act, MCL 423.215 to negotiate with the Association upon wages, hours and the terms and conditions of employment of teachers as set forth therein, and the parties, through negotiations in good faith, have reached agreement on all such matters,

THEREFORE the parties desire to execute this contract covering such Agreement:

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes RVEA/5-CEA (MEA-NEA) hereinafter referred to as the Association, as the sole and exclusive bargaining agent for the following employees of the River Valley School District: all certified teaching personnel, including Department Chairpersons and Coaches if they are also employed as teachers, but excluding the Superintendent, Assistant Superintendents, Business Manager, Supervisors, Principals, Assistant Principals, Community School Director, Library Coordinator, Athletic Director, Assistant to the Athletic Director, substitute teachers, non-certified employees and all non-teaching personnel.

- B. The term "Teacher" when used hereinafter in this Agreement shall refer to all employees (represented by the name employee organization) in the bargaining or negotiating unit as above defined. The term "Board" shall include the Board of Education of the River Valley School District, its officers and agents.

ARTICLE II

ASSOCIATION DUES AND REPRESENTATION FEES

- A. The Board agrees that it shall be a condition of employment that all present teachers who were Association members as of 6-3-77 and all teachers employed after that date shall, within 60 days after the ratification date of this agreement or 60 days after the commencement of employment, whichever comes later, either:
 - Sign and deliver to the Board an authorization for deduction of membership dues
of the Association
 - or
 - Cause to be paid to the Association its established representation fee, which shall not exceed the membership dues of the Association and which shall be determined in a legally permissible manner.

- B. In the event a teacher shall not pay such representation service fee directly to the Association or authorize payment thereof through payroll deduction, the Board shall, upon completion of the procedures contained herein, at the request of the Association and pursuant to MCLA 408.477; MSA 17.277(7), deduct the fee from the teacher's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal installments as nearly as may be made from the pay check of the teacher.

- C. The Association in all cases of mandatory fee deduction pursuant to MCLA 408.477; MSA 17.277(7) shall notify the teacher in writing of non-compliance. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the employee that a request for wage deduction may be filed with the Board in the event compliance is not effected. If the teacher fails to remit the fee or fails to authorize deduction for same, the Association may request the Board to make the deduction. The Board, upon receipt of the request for mandatory fee deduction from the Association shall provide the bargaining unit member with an opportunity for a due process hearing. This hearing shall address the question of whether or not the bargaining unit member has remitted the service fee to the Association or authorized payroll deduction of same.

- D. A teacher contesting the appropriate amount of the fee to be deducted must exhaust the internal administrative procedures of the Association. When a teacher objects to the appropriate amount of the representation service fee, the amount of the deduction contested shall be placed in an escrow account as may be required by law until a determination of the appropriate amount of the deduction has been determined.

- E. The remedies of such procedures shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been exhausted, no dispute, claim or complaint by an objecting employee concerning the application and interpretation of this provision shall be subject to the grievance procedure set forth in this Agreement or to any other administrative or judicial procedure.

- F. The Association will certify at least annually to the Board and at least fifteen (15) days prior to the date of the first payroll deduction for the representation service fees, the amount of

said fees to be deducted and certify that said fees include only those amounts permitted by the Agreement and by law.

- G. The parties agree to cooperatively discuss and exchange information regarding the Association's service fee collection and objection procedures. The Association agrees, upon request from the Board, to provide to the Board for its review a copy of the Association's current policy and procedures regarding teacher objections to Association fees and/or expenditures, together with a copy of all materials annually distributed by the Association and its affiliates to bargaining unit members who choose not to join the Association and/or object to the representation service fees.

- H. The Association agrees to indemnify and hold the Board, including each individual school board member and its agents, harmless against any and all claims, demands, costs, suits, damages, awards, judgments or other forms of liability and expense, including but not limited to back pay damages and all court or administrative agency costs that may arise out of or by reason of any action or legal stance taken by the Board for the purpose of complying with this section. The Association pledges and agrees that it will not contest in any way the enforceability of this provision or seek to be excused from the commitment herein and that it will intervene in and defend against any legal action from any party seeking to have this provision voided to any extent when requested by the Board.

ARTICLE III

ASSOCIATION AND TEACHERS' RIGHTS

- A. Nothing contained herein shall be construed to deny or restrict to any rights teachers may have under the Michigan Revised School Code. MCL 380.1 et seq. or other applicable laws and regulations as they pertain to education.

- B. The Association shall have the right to use school facilities and equipment provided they have clearance with the campus administrative office. The Association shall pay for the cost of materials, supplies, and services incident to such use.

- C. At least one teacher bulletin board per campus, designated by campus principal, and teacher mailboxes shall be made available for official Association materials.

- D. The Board agrees to furnish to the Association all public information, which is pertinent to collective bargaining purposes only after such information has been presented to the Board at a regular meeting or to another governmental agency. The Association must specify the information desired and give the purpose for which it is desired. Original records may be examined only at the office of the Board of Education. The Association is required to reimburse the Board for extra expense incurred in furnishing information or making records available.

- E. Nothing herein shall require any teacher to be a member of or participate in the activities of any teacher organization.

- F. Upon receipt of a complaint that the administrator believes is of sufficient seriousness to warrant discipline, the administrator shall conduct an investigation to determine if there exists a legitimate basis for the complaint. As part of the investigation and at the appropriate time as determined by the administrator, the administrator shall consult with the teacher involved and may require a written statement from the teacher. The teacher shall be entitled to consult with the Association president or his/her designee or MEA executive director prior to issuing such statement. The investigating administrator(s) shall take such disciplinary action as is deemed warranted or make a recommendation to appropriate school district official(s) regarding the action which should be taken. A complaint will only be reflected in a teacher's personnel file if the complaint results in disciplinary action. No disciplinary action shall be taken upon any complaint directed toward a teacher nor shall any written report be included in said teacher's file unless the teacher is notified within five (5) days in writing after completion of the administration's investigation regarding the complaint.

- G. Upon receipt of a complaint that the administrator believes does not warrant discipline, the administrator will promptly call the complaint to the attention of the teacher.

BOARD OF EDUCATION RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan, and of the United States, including the right:
1. To the executive management and administrative control of the school system and its properties, and the activities of its employees.
 2. To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees;
 3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
 4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature and to implement telecommunication instruction;
 5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and non-teaching activities, and the terms and conditions of employment;
 6. To deduct from teacher salaries any erroneous or mistaken overpayments. A reasonable payment schedule shall be reached with the teacher.
- B. The exercise of the foregoing powers, right, authority, duties and responsibilities and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.
- C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under Michigan Revised School Code. MCL 380.1 et seq. or any other national, state, county, district or local laws or regulations as they pertain to education.

ARTICLE V

TEACHING HOURS AND CLASSLOADS

- A. All teachers shall provide students with state-mandated instructional days and hours.
 - 1. In the event that the legislation is changed to complete additional instructional days/hours, or there is flexibility in the design of a work day, both parties agree that Article V, Section A, may be reopened at the request of either party for the purpose of negotiating appropriate language to cover the changed situation to the end that neither party to this agreement be penalized by such change in the law and that the provisions of the language shall not be in conflict with the law then in effect.
 - 2. In the event there is a new less than full-time instructional program or a change in a less than full-time instructional program, both parties agree that Article V, Section A, may be reopened at the request of either party for the purpose of negotiating appropriate language to cover the new or changed situation.

- B. Pre-kindergarten through fifth (P-5) grade teachers shall be required to report for regular duty no later than thirty-five (35) minutes before the P-5 student day begins and shall be required to regularly remain ten (10) minutes after the P-5 student day ends. Teachers of grades sixth through twelfth (6-12) shall be required to report for regular duty no later than fifteen (15) minutes before the 6-12 student day begins and shall be required to regularly remain thirty (30) minutes after the 6-12 student day ends.

- C. Teachers are encouraged to remain for a sufficient period after the close of the students' school day to attend to those matters which properly require attention at that time, including consultations with parents when scheduled in advance with teacher knowledge, except on days preceding holidays or vacations when the teacher day shall end when the bus leaves. On Fridays K-5 teachers may leave after the last bus departs and 6-12 teachers may leave ten (10) minutes after the 6-12 student day ends and following the departure of the last bus. The maximum number of work hours for all teachers per day shall be seven (7) hours and forty (40) minutes.

- D. The work week for a full-time teacher assigned as a K-5 classroom teacher shall include:
 - 1. Instruction or related duties involving sufficient pupil-teacher contact for the purpose of meeting required instructional time under the provisions of the Michigan Revised School Code MCL380.1 ET SEQ. and the state school aid act.
 - 2. Preparation time shall be a minimum of 170 minutes per week.
 - 3. A thirty (30)-minute duty-free lunch period.
 - 4. One (1) twenty (20) minute recess will be scheduled per day with the detention room staffed by a reallocation existing teacher assistant time.

- E. The normal work week for a full-time teacher assigned as a 6-12 classroom teacher shall include:
 - 1. Instruction or related duties involving sufficient pupil-teacher contact for the purpose of meeting required instructional time under the provisions of the Michigan Revised School Code MCL380.1 ET SEQ. and the state school aid act.
 - 2. Teachers in grades 7-12 shall have a maximum of 307 minutes of student conduct time per day. If changes need to be made to accommodate a program other than a 6 period day, the association and the board will bargain a letter of agreement.
 - 3. A duty-free lunch period.
 - 4. Unless mutually agreed upon between teacher and administrator, a secondary regular ed teacher will not be assigned to teach more than one class or level during any one teaching period.
 - 5. There may be exceptions for grade 6, but their time would be no less than k-5 except for lunch

- F. The normal work week for part-time teachers shall be adjusted on an individual basis in accordance with the number of hours employed and the duties assigned.

- G. Upon mutual written agreement between the administration and a teacher, an alternative flexible schedule may be established as long as the assignment does not exceed the number of regular teaching hours and preparation time.

- H. Due to the sharing of staff between buildings, teachers may be assigned a flexible work week schedule as long as the assignment does not exceed the number of regular weekly teaching hours and preparation time.
- I. Each time a teacher is required to teach during his/her preparation time as set forth on this article, he/she shall receive the rate of \$30.00 per hour.
- J. A full-time teacher who agrees to teach an additional class period for a semester, or major portion thereof, during their planning period shall receive an additional 18% of the full time salary pro rated per diem.
- K. A part-time teacher shall be defined as a teacher who is hired to teach less than a full teaching load for more than 60 consecutive school days in the same assignment.
 - 1. A secondary part-time teacher salary shall be prorated based upon 18% of a full time salary for each class period taught. This compensation includes one teaching period and one prorated planning period.
 - 2. Part-time elementary teachers shall be compensated on a proration based upon the total minutes worked, including actual teaching time and planning time, in proportion to the total minutes in a full time teacher work day.
- L. In case of emergency or inclement weather, a rotation system of professional staff will supervise students during the last twenty (20) minutes of the lunch periods. K-5 teachers will be paid \$7.50 per lunch period for performing this supervision. The board reserves the right to supervise K-5 students during emergency or inclement weather with teaching assistants and/or volunteers.
- M. Notwithstanding any provisions of this agreement, the administration may enter into experimental instructional programs with the mutual consent of the teacher or teachers involved, and agreement with the association. Which may require deviation from specific provisions of the agreement and any such deviation shall not be subject to the grievance procedure, with the exception of the performance evaluation of the teacher(s).

- N. Teachers may be required to attend up to two hours of teacher meetings per month, with no more than one meeting exceeding one hour in length and none being held on a Friday or a day before a school holiday.

There will be a two day notice given to staff prior to holding the meetings. The hour long monthly meeting will be used to accumulate the required hours needed to eliminate one of the annual professional development days. The other meetings shall be permitted to last a maximum of 30 minutes, which may include time outside the normal teaching day.

At the elementary level, the 30 minute meetings shall be held before the beginning of the student day. At the secondary level they will be held after the end of the student day.

- O. Teachers may be required to attend a maximum of three (3) from (1) or (2) below:
 - 1. Open houses and/or back to school nights
 - 2. Parent organizational meetings
- P. Teachers will attend those extra-curricular activities in which they have had an active involvement in preparation and in which their students are participants.
- Q. Each teacher shall, to the extent required for the proper discharge of his/her professional obligations, participate in department and grade level meetings called by the chairperson.

**ARTICLE VI
SPECIAL STUDENT PROGRAMS**

- A. When a general education classroom teacher is assigned a student from a special education program for severely impaired students (POHI, SXI, SMI, TMI), the teacher shall not be expected to perform routine, scheduled maintenance of a medical appliance or apparatus used by the student to sustain his/her bodily functions nor render routine, scheduled care or maintenance of exceptional bodily functions related to the student's impaired condition. The teacher shall be informed and instructed as to emergency measures which may be necessary on occasion due to the student's impaired condition. Otherwise, it shall be the responsibility of the teacher to implement the student's Individualized educational plan for attending to the educational needs of the student while in the teacher's class.
- B. In order to promote continuity of classroom instruction for students involved in special activities, efforts will be made to avoid unusual arrival and/or departing times from general education classrooms to which students are assigned, except when such are specified or required by a student's individualized education plan.

ARTICLE VII

TEACHING CONDITIONS

- A. It is the primary duty and responsibility of the teacher to teach, and the organization of the school and the school day should be so constructed that the energy of the teacher is primarily utilized to this end. The parties recognize that optimum school facilities for both student and teacher are desirable to aid in providing the high quality of education that is the goal of both the Association and the Board. Thus the Board agrees to continue its efforts:
1. To keep class size at an acceptable number as dictated by the financial condition of the district, the building facilities available, the availability of qualified teachers, and the best interests of the district as deemed administratively feasible. Since it is recognized by the Board that pupil-teacher ratio is an important aspect of an effective educational program, special consideration through scheduling and assignment will be given to class size and student-teacher ratio in the case of Special Education students being mainstreamed. When elementary class size reaches twenty-eight (28) students in any classroom, additional teacher assistant time will be negotiated to be in place within 15 working days after the student that increased the class size to twenty-eight starts attendance.
 2. In no event shall the number of students in any assigned class exceed the number of learning stations available. When any class exceeds the number of students the district shall within ten (10) school days reduce the number of students to the number of lab stations available. The above set limits may be exceeded with written permission of the teacher and the association.
 3. To keep the schools reasonably and properly equipped and maintained.
 4. To provide a teacher reference library at each campus in the district and include therein all texts which are reasonably requested by the teachers of that campus.
 5. To make available in each school duplicating facilities.
 6. To provide a separate desk or file with lockable drawer space for each teacher in the district.
 7. To provide suitable closet space for each teacher to store coats, overshoes and personal articles.
 8. To provide chalkboard/white board or grease board in every classroom

9. To provide a copy, exclusively for each teacher's use, of all texts in each of the courses he is to teach.
 10. To provide adequate storage space in each classroom for instructional materials.
 11. To provide school personnel to assist in inventorying of supplies and equipment, duplication of teaching materials, operating audio visual equipment, collecting monies for milk and lunch, and similar non-professional responsibilities.
 12. To provide smocks for art and home economics teachers, laboratory coats for laboratory science teachers, shop coats for vocational and industrial education teachers. Proper laundering service for all of said items shall be provided without charge to the teacher.
 13. To provide in each school a lounge and/or work-study room for teachers.
 14. To provide lavatory facilities exclusively for teacher use when practicable and possible.
 15. To provide a telephone in each building for teacher use provided that such use does not interfere with the use of the telephone for district purposes.
 16. To permit snacks or pop vending machines in the teacher's lounge (or designated location), under the sole responsibility of the association.
 17. To provide off-street parking facilities for teacher use when practicable and possible. The administration reserves the right to assign teacher designated parking areas as needed.
- B. The Board and the Association recognize that such provisions add to the cost of operating a school district.
- C. On days when students are not required to report to school due to adverse weather, teachers may be requested by the administration to report to work by 10:00 A.M. and will continue until 3:00 P.M. On such days teachers are requested to report, and if the teacher is unable to report due to the weather, the procedure shall be as follows:
1. If on the first day teachers are requested to report and are unable to do so, they shall notify their principal by 9:30 A.M. No later than the third day of any given storm teachers shall report back to work.
 2. On subsequent consecutive staff reporting days, teachers who are still unable to report to work may ask for special consideration and shall upon return put in writing the reason for the additional delay of their return.

- D. Scheduled days of student instruction which are not held because of conditions not within the control of school authorities, such inclement weather, fires, epidemics, mechanical breakdowns, or health conditions, may be rescheduled by the Board to insure that the minimum number of hours of student instruction required by law or regulation is satisfied or to assure there is no loss of state aid. Teachers will receive the regular pay for days that are canceled but shall work on the rescheduled days with no additional compensation.

- E. Unless mutually agreed upon between teacher and administrator, under no circumstances shall a teacher serve as acting principal or other such position.

ARTICLE VIII
VACANCIES, PROMOTIONS, APPOINTMENTS & TRANSFERS

- A. A “vacancy” shall be defined as a professional bargaining unit teaching position, that the School Board intends to fill, to which no person is assigned and includes positions open to:
 - 1. Retirement
 - 2. Resignation
 - 3. Death
 - 4. Transfer
 - 5. Promotion
 - 6. Discharge
 - 7. Reduction in personnel (where a position remains in existence)
 - 8. Newly created position

- B. A “promotion” is placement or advancement into a supervisory position.

- C. An “assignment” shall be defined as a teaching position or a position listed in Exhibits B and C of this Master Agreement whereas, the individual is assigned through the building administrator and/or the Board of Education.

- D. A “transfer” shall be defined as either a voluntary or involuntary move from one position to another within the bargaining unit, including grade/level and subject area moves as well as changes in buildings. Transfers to vacancies shall be governed by the language above pertaining to vacancies.

- E. Definitions:
1. Certification – to be fully certified for a position the teacher shall hold a valid certification for the grade level and subject matter as defined by the Michigan Department of Education.
 2. Qualifications – qualified refers to the following:
 - a) Certification in subject matter
 - b) College major
 - c) Highly qualified as defined by No Child Left Behind
 3. Performance – performance refers to the following:
 - a) satisfactory evaluation at River Valley within the last 6 years
 - b) has no active Individual Develop Plan (IDP)
- F. Vacancies shall be posted in each building and a copy of the posting shall be sent to the Association president. Vacancies shall be posted at least ten(10) calendar days before being filled, but the Board may fill vacancies on a temporary basis during the posting period. During the months of June and July when regular school is not in session, the Employer will post in the superintendent's office all vacancies as above described and shall also forward a copy to the Association. Positions so posted shall remain posted at least fifteen (15) calendar days prior to being filled. Application may be made in the same manner as above described. Likewise, these positions shall be filled on the same basis. Vacancies need not be posted at the discretion of the Board in the following circumstances:
1. Where the vacancy can be filled by the recall of a laid off teacher in accordance with Article IX;
 2. Where the vacancy arises during the school year the vacancy may be filled on a temporary basis until the end of the school year at which time it shall be posted;
 3. Where the vacant position has been redefined due to a program reduction or change;
 4. Where the board determines to not fill the vacancy.
- G. If a vacancy is posted and not filled and the certification and qualifications for the position are subsequently changed, the vacancy shall again be posted in accordance with this Article before it is filled.
- H. In filling vacancies the Board will consider all relevant factors, including the educational background, experience, past performance, certification, qualifications and seniority. Where applicants' certification and qualifications are equal, the position shall be awarded to the most senior applicant. Qualified senior tenured teachers will be preferred in all assignments over other less qualified tenured teachers.
- I. Application of current qualified and certified teachers shall be given preferential consideration over non-bargaining unit members in filling vacancies.
- J. All teachers shall be given tentative notice of their assignments (grade level for elementary and specific courses to be taught for secondary) for the forthcoming year not later than the preceding May 31st. In such event that changes in such assignments are made, all teachers affected shall be notified promptly. In no event will changes in teacher's assignment be made later than 3 weeks prior to the first student school day preceding the commencement of the school year, unless an emergency situation requires the same, and

the association shall be so notified in such instance. If no notice of tentative assignment is given or if a change in assignment is not made according to the above provisions, then the teacher shall remain in the same assignment as in the prior school year.

- K. In making teaching appointments and transfers, the administration and/or the board will consider:
 - 1. Certification
 - 2. Qualifications
 - 3. PerformanceWhere applicant's certification, qualifications and performance are equal, the position shall be awarded to the most senior applicant.
- L. The parties recognize that changes in grade assignments in the elementary schools, changes in subject assignments in the secondary school, and transfers between schools will be necessary. While the right of determination to assign or transfer a teacher is vested in the Board, the Board will not, in any case, assign or transfer a teacher without prior discussion with said teacher.
- M. The board shall retain the right to withhold an assignment if that activity will not be conducted. The Board shall retain the right to establish additional assignments if the activity is warranted.
- N. A teacher shall not have tenure in any student activity or coaching assignment. The initial assignment or reassignment of a teacher shall be for reasons satisfactory to the administration and/or the Board. A student activity or coaching assignment may be temporarily or permanently discontinued; included as an addition to a regular teaching assignment for additional compensation; or it may be performed by a non-bargaining unit volunteer or employee.

ARTICLE IX

Reduction in Personnel/Recall

- A. In the event that there be a loss or reduction of revenue to be received by the district from one school year to the next due to a reduction in student enrollment, a reduction in the per pupil foundation allowance or implementation of an executive order, it may be necessary, and within the sole discretion of the board of, to reduce the educational program and/or professional staff.
- B. **SENIORITY**
Seniority – The term “seniority” shall be defined as the length of continuous service in the bargaining unit. However, individuals employed as administrators prior to September 1, 1989, shall be entitled to count administrative service for purposes of calculating seniority. Other administrators may only count teaching service in the district.
 - 1. A teacher shall have seniority from the last date of hire. Date of hire shall be the date on which the Boards approves to hire the teacher or the first work day of contracted employment, whichever comes first.

However, a teacher's seniority date shall not precede the date of the teacher's certification.

2. Leaves of absence granted pursuant to the Agreement between the Association and Board and administrative service shall not constitute an interruption in continuous service.
 3. Credit given for outside teaching experience in school districts shall not be considered for the purpose of accumulating seniority.
- C. In order to promote an orderly reduction in personnel the following procedure shall be used:
1. The Association shall be informed of a contemplated reduction in personnel and shall have the opportunity to comment and recommend to the Board regarding said layoff.
 2. No teacher shall be laid off except by providing written notice thereof at least forty (40) calendar days prior to the effective date of the layoff.
 3. Probationary teachers shall be laid off first, in reverse order of seniority provided there are fully qualified, fully certified teachers, as defined in Article VIII, section E, to replace and perform all the duties of the laid off teachers.
 4. If reduction is still necessary, then teacher(s) in the specific positions being reduced or eliminated will be laid off. However, such teacher(s) shall be placed in the position for which he/she is fully qualified and certified, as defined by Article VIII, section E, which is held by the least senior teacher.
 5. Qualifications are defined in Article VIII, Section E.

D. RECALL

1. In cases of recall, tenured teachers on layoff shall be recalled to vacancies on the basis of seniority provided those being recalled are fully certified and fully qualified, as defined by Article VIII, section E, for the positions being filled. A "vacancy" shall be defined as in Article VIII, A.
2. The Board shall give written notice of recall from layoff by sending a registered or certified letter to said teacher, at his/her last known address, and by sending written notice to the Association. It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall or other notice to the teachers. The Board's obligation regarding recall of a teacher shall be fully satisfied if the notice of recall is sent to the Association and the teacher's last known address.
3. Failure to notify the employer of their intent to return to work on the date specified by the recall notice within fifteen (15) calendar days of the date the recall notice was sent shall result in said teacher's name being removed from the recall list and shall conclusively be deemed to constitute the teacher's resignation.
4. If a probationary teacher is not recalled within two (2) years from the effective date of his/her layoff, the teacher shall lose all seniority and recall rights. If a tenured teacher is not recalled within four (4) years

from the effective date of his/her layoff, the teacher shall lose all seniority and recall rights.

- E. Teachers shall be considered certified for positions based on certification on file with the Board at the time the notice of layoff is sent. It is the teacher's duty to make sure the Board's records are correct and to notify the Board in writing of any inaccuracies or changes.
- F. A seniority list consistent with this Agreement shall be prepared by the Board within thirty (30) days of the ratification of this Agreement. The seniority list shall be in rank order based upon the last date of hire. The seniority list shall contain the names of all school district employees, including non-bargaining unit members who have seniority. In the event more than one individual has the same last date of hire, the relative place of such persons on the seniority list with respect to that date of hire will be determined by a drawing of lots participated in by all affected employees. Those affected employees will be provided with forty-eight (48) hours notice of the drawing to allow their attendance. The president of the Association or his/her designee shall also be provided with forty-eight (48) hours of notice of the drawing. The seniority list shall be published with notation of the certification/approvals then on file with the Board and posted conspicuously in the area of each building reserved for teacher use as well as being placed in the general office of each building. Updates of the list shall be published and posted as they are made but no less than once each school year.
- G. 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 a teacher 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:
 - 1. The total unemployment compensation plus salary earned by the employment in the district shall not be below that which the employee would have received had/he/she been employed the entire school year.
 - 2. The salary earned through employment in the district shall not be less than his/her salary for the same or similar period for the preceding year.

ARTICLE X

SPECIAL TEACHING ASSIGNMENTS

- A. Supervision by a teacher of a student teacher shall be voluntary, and monies received from colleges for having student teachers will be used for professional library materials.
Preference in selection of materials will be given to teachers, with principal approval, during the school year they are supervising, to the maximum amount received for their supervision.

- B. Vacant extra-curricular positions set forth in Exhibits B and C shall be posted. Extra-duty positions will be filled on an annual basis. The Board reserves the discretion whether to fill a position. For any reappointment(s) to Exhibit B, extra-curricular position(s), the position(s) need not be posted.
- C. Each year the principal shall inform each staff member in his building(s) as soon as possible after the beginning of the school year, of his extra-curricular assignment(s) as recommended in writing to the Superintendent of Schools. If the Superintendent approves the recommendation, he shall soon thereafter inform the teacher in writing of his extra pay for this work as established in the Agreement, Exhibits B and C. Extra-curricular assignments are non-tenure.

ARTICLE XI

LEAVE

- A. **Illness or Disability**
1. All teachers regularly employed by the district shall be credited with ten (10) days sick leave allowance at the beginning of each school year. Teachers who are absent from duty because of personal illness may use these days plus any previous accumulation any time during the year. If a teacher's employment is terminated prior to the completion of the full year's work, adjustments in the ten (10) days annual allowance will be made on a pro-rata basis. Any unused portion of the annual ten (10) day sick leave allowance may accumulate to a total of one hundred fifty (150) days.
 2. Teachers coming into the system under this Agreement will be given the provisions as outlined above in A., plus sick leave credit as follows:
 - 0 years experience – 5 days sick leave credit
 - 1 year experience – 6 days sick leave credit
 - 2 years experience – 7 days sick leave credit
 - 3 years experience – 8 days sick leave credit
 - 4 years experience – 9 days sick leave credit

- 5 years experience – 10 days sick leave credit
 - 6 years experience – 11 days sick leave credit
3. The computation of teacher's daily wage will be determined by dividing the teaching salary, as determined by the Teacher's Salary Schedule – Exhibit A, by the number of teacher work days according to the school calendar – Exhibit D.
 4. All requests for sick leave allowance must be submitted in writing and approved by the building principal. Proof of illness, signed by a physician, may be required, provided it is requested prior to the teacher's return.
 5. In the event of absence of a teacher for illness in excess of five (5) consecutive working days, the Board may, at its expense, require an examination by an independent physician.
 6. Upon the recommendation of the Superintendent the Board may, at the Board's expense, require a teacher to submit to a physical or mental examination by appropriate specialists to determine whether involuntary sick leave is warranted.
 7. Any teacher whose personal illness extends beyond the period compensable by sick leave will be granted a leave of absence without pay or increment for such time as is necessary for complete recovery to a maximum of the balance of the school year in which the illness occurred. Further extensions may be granted at the will of the Board. Upon return from the leave, a teacher may be assigned to the same or similar position providing a vacancy exists.
 8. Any teacher who is absent because of an injury or disease compensable under the Michigan Workers' Compensation Act may receive from the Board, upon written application, the difference between the Workers' Compensation payment prescribed by law and his regular salary, to the extent and until such time as such teacher shall have used up his pro-rated "sick pay" provided herein.
 9. The accumulated sick leave allowance may be used for serious illness or death in the immediate family. In cases of death, this shall be limited to ten (10) days per death. The immediate family shall include spouse, children, father, mother, siblings, grandparents, mother-in-law, father-in-law or other dependents as defined by law. Up to three (3) days a year of the accumulated sick leave may be used for death of other relatives and close friends with principal's approval in advance. One (1) day for each occurrence, of the accumulated sick leave allowance may be

used to make arrangements for the care of spouse or child in case of general illness.

10. A teacher may elect not to use his/her accumulated sick leave, or any portion thereof, during a period of personal illness and take a leave of absence without pay pursuant to sub-section 6, above.
 11. If a teacher has an illness exceeding twenty (20) days, then Family and Medical Leaves of Absence (FMLA) leave begins on the 21st day or at the end of his/her accumulated sick time if less than twenty (20) days. (For example, if a teacher has 15 days accumulated sick time, then FMLA begins on the 16th day)
 12. Family and Medical Leaves of Absence (FMLA) will be provided by the Board in accordance with federal law.
- B. The sum total of the accumulated sick leave days accrued by individual bargaining members will be available via the electronic payroll system. (The system is updated approximately every two weeks.)
- C. Business Leave
1. Two (2) days a year of sick leave may be used for business (non-cumulative).
 2. Personal business days shall be defined as an event or condition that requires the teacher's presence during the school day and is of such nature that it cannot be attended to at a later time when schools are not in session or at the conclusion of a working day or on weekends. Business Leave cannot be used as an extension of vacation.
 3. All personal business requests must be made in advance. Failure to request such days in advance, at least 24 hours before the occurrence, shall cause the personal day provision to be inapplicable. Notification for personal day must be made by the teacher to the building principal. However, exception to the 24-hour notice may be made in an emergency situation as determined by the building principal.
 4. Legal commitments that are not related to other employment and legal commitments requiring absence because a teacher has been subpoenaed

or is required for a court appearance shall not be subject to the vacation extension exclusion of Section D.2., above.

D. Leaves of Absence

1. Teachers may be granted leave with pay, provided there is advance administrative approval, for visitation at other schools, or attending meetings or conferences of an educational nature. The number of teachers allowed to leave at any one time will be within the discretion of the administration. The board agrees to provide upon application and approval, reimbursement for appropriate travel and conference expenses. The board reserves the right to establish limits on travel and conference expenses or determine in advance which expenses (and at which level) are appropriate. Approval to attend shall be determined by the building principal. A teacher attending such conference and meetings shall be granted sufficient leave time to attend without loss of compensation.
2. A leave of absence may be granted a teacher called for jury service. A teacher who serves on a jury will be released from teaching duties for the time served. Teachers who serve on juries shall be paid at the per diem rate (not including travel allowances or reimbursement of expenses) minus the jury duty pay.
3. A leave of absence with pay may be granted for time necessary for appearance in any legal proceedings connected with the teacher's employment or with the school system, if the teacher is required by law to attend.
4. The Association shall be permitted to use four (4) days of leave for teachers who are officers or duly appointed representatives of the Association for Association business, but not for negotiation business. The Association shall request said leave not less than forty-eight (48) hours before the leave begins. An amount equal to a substitute teacher's pay shall be deducted from the Association member who is granted such leave. The Board will allow released time for two (2) annual general

meetings of Association members and one (1) meeting per month for the executive offices, to be held after the student day, for Association business. However, no discussion of any type pertaining to negotiations shall be held during the scheduled working hours of Association members.

E. Leave Pay

1. A teacher shall not be eligible to receive pay for any leave unless he or she has left with the principal or designee, acceptable lesson plans for a substitute teacher.

F. Extended Leave of Absence

1. Unless otherwise indicated elsewhere in this Agreement, or in the Michigan Teacher Tenure Act, the following conditions shall apply to extended leaves of absence:
 - a) Requests for leaves shall be in writing.
 - b) Eligibility shall be based on a minimum of two (2) years' continuous employment in the River Valley District.
 - c) All extended leaves shall be limited to one (1) year. Further extensions shall be at the will of the Board.
 - d) Salary increments shall not accrue.
 - e) Sick leave days shall not accrue, but unused sick leave days held at the start of the leave shall be reinstated.
 - f) Written notice of intention to either return or resign shall be given to the Superintendent of Schools by March 1 of the calendar year in which the leave expires.
 - g) Re-employment during the school year shall be at the discretion of the Board, and re-employment for the beginning of a new school year shall depend upon an opening on the staff for which the teacher is qualified.
 - h) Upon written application, a leave of absence for up to one (1) year may be granted without pay for sturdy related to the

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teacher's licensed field or his professional growth. The regular salary increment shall not accrue.

- i) A leave of absence shall be granted a teacher who is drafted or enlists in any branch of the armed forces of the United States. Reinstatement on completion of such service shall be in accordance with the requirements of the applicable laws of the United States. Regular salary increments shall accrue.
- j) A teacher will be granted one (1) year leave without pay prior to the beginning of, or at the conclusion of, the school year to campaign for him/her or serve in a public office. Further extensions shall be granted at the will of the Board. This provision shall not apply where a teacher vacates his/her employment by becoming a member of the Legislature.
- k) A teacher may be granted a leave without pay of up to one (1) year in duration for the purpose of primary child care of an infant.

2. To the extent required by the provisions of the federal Family and Medical Leave Act, an eligible teacher shall be granted leave for the purposes and subject to the terms and conditions as provided by that law in all respects.

ARTICLE XII

PROFESSIONAL IMPROVEMENT

- A. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the area of their specialization, leave for work on advanced degrees or special studies and participation in community educational projects.
- B. After school courses, workshops, conferences and programs designed to improve the quality of instruction shall be encouraged. Every effort will be made to obtain people of the highest qualification to participate in the presentation of such programs.

PROFESSIONAL GRIEVANCE PROCEDURE

A. Definitions

A grievance shall be defined as any dispute regarding the meaning, interpretation or application of the terms and provisions of this Agreement.

The primary purpose of the grievance procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties.

The terms "days" shall mean business days.

- B. A teacher who believes he has a grievance shall first discuss the matter with his principal personally or accompanied by an Association representative within six (6) days after the occurrence of the event upon which the grievance is based. It shall be the objective of both parties to resolve the matter in this informal manner. In the event the grievance is not settled in this manner, the following formal grievance procedures shall apply.

C. First Step

1. Any grievance that is not settled as set forth in Section B of this Article, or the grievances submitted by the Association, shall be submitted in writing to the principal of the school in which the grievance arises.
2. All grievances shall state the facts upon which they are based, when they occurred, specify the section of the contract which has allegedly been violated, shall be signed by the teacher who is filing the grievances or an officer of the Association when the Association files a grievance and shall be submitted to the principal within six (6) days after the informal meeting described in Section B above or the occurrence of the event upon which the grievances are based for these matters submitted by the Association.
3. The principal shall give a written answer to the aggrieved teacher or the Association within six (6) days after receipt of the written grievance. If the answer is mutually satisfactory, the grievant shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Association and one (1) by the principal.

D. Second Step

1. If the grievance has not been settled in the First Step and if it is to be appealed to the Second Step, the grievant and/or his Association representative or representatives shall notify the Superintendent in writing within six (6) days after receipt of the principal's First Step answer of the desire to appeal.
2. If such written request is made, the Superintendent or someone by him designated shall meet with the grievant and/or Association representative or representatives within six (6) days to consider the grievance.
3. The Superintendent shall give a written answer to the aggrieved teacher and/or his Association representative or representatives within six (6) days after the date of this meeting.
4. If the answer is mutually satisfactory, the grievant shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Association and one (1) by the Superintendent.

E. Third Step

1. If the grievance has not been settled in the Second Step and if it is to be appealed to the Third Step, the grievant and/or his Association representative or representatives shall notify the Superintendent in writing within ten (10) days after receipt of the Superintendent's Second Step answer of the desire to appeal.
2. If such request is made, the grievance shall be reviewed at a meeting between the Board or its designated representative, the Superintendent, the grievant and/or the Association representative or representatives within ten (10) days after receipt by the Superintendent of the notice of desire to appeal.
3. The meeting shall be held in an executive session if permitted by law.
4. A written answer shall be given by the Board's representative to the aggrieved teacher and the Association representative within ten (10) days after the date of the Third Step meeting.

F. Fourth Step

If the grievance has not been settled in the Third Step, the Association may appeal to arbitration by filing a Demand for Arbitration with the American Arbitration Association within fifteen (15) days after receipt of the Third Step answer.

The grievant may not appeal to arbitration without the written consent of the Association.

All matters submitted to arbitration shall be submitted to the American Arbitration Association in accordance with its voluntary rules and regulations then obtaining within the time specified above and such rules shall govern the arbitration hearing.

Both parties agree to be bound by the award of the arbitrator and that the costs of any arbitration proceeding under this provision shall be borne equally between the parties.

- G. The following matters shall not be the basis of any grievance filed under the procedures outlined in this Article and are hereby expressly excluded from the grievance and arbitration provisions of this Article:

The discharge or demotion of any tenured teacher pursuant to the provisions of the Michigan Teacher Tenure Act.

The discharge or non-renewal of any probationary teacher pursuant to the provisions of the Michigan Teacher Tenure Act.

Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the teachers' tenure act (Act IV Public Acts, extra session, of 1937 of Michigan as amended).

The provisions of any insurance contracts or policies.

The content of any evaluation, individualized development plan and/or plan of assistance, which are issued in conformance with the evaluation procedure of this Agreement.

- H. The powers of the arbitrator shall be limited as follows:

The arbitrator shall have no power or authority to alter, amend, add to, or subtract from the terms of this Agreement or hear any matter which is excluded from the grievance procedure pursuant to Section G.

The arbitrator shall have no power to establish salary scales or change any salary.

The arbitrator shall have no power to rule on any complaint for which there is another remedial procedure or forum established by law or regulation having the force of law.

- I. Grievances which are not appealed within the time limit specified in the above grievance procedure shall be considered to be withdrawn by the grievant and/or Association. In the event the Board or its representatives do not give and answer within the time limits specified,

the grievance shall automatically progress to the next step. It is understood and agreed that the time limits specified in the grievance procedure may be extended by agreement between the Board and the teacher or Association.

- J. It shall be the general practice of all parties to process grievance procedures during times which do not interfere with assigned duties; provided, however, in the event it is agreed by the Board to hold the proceedings during regular working hours, a teacher participating in any level of the grievance procedure, with any representative of the Board shall be released from assigned duties without loss of salary.

- K. Any individual employee at any time may present grievances to his employer and have the grievances adjusted, without intervention of the bargaining representative, if the adjustment is not inconsistent with the terms of a collective bargaining contract or agreement then in effect, if the bargaining representative has been given the opportunity to be present at such adjustment.

ARTICLE XIV PROFESSIONAL COMPENSATION

- A. All teachers shall be compensated in accordance with the provisions of this Article and the annexed exhibits without deviation.

- B. The basic salaries of teachers covered by the Agreement are set forth in Exhibit A which is attached to and incorporated in this Agreement. The Board will recognize a maximum of ten (10) years of service from previous employment at public K-12 school districts for salary purposes.

- C. Continuing Education Units
Continuing education units recognized and authorized through the State Department of Education (SBCEU's) shall be applicable for salary schedule advancement beyond the master's degree at the rate of 1 SBCEU equivalent to one-third (1/3) semester hour. Confirmation of attendance and understanding of the course content for SBCEU's may be required. All SBCEU's must be applicable to maintaining or acquiring areas of certification by the teacher or directly related to improving the teaching skills and/or subject matter instruction of the teacher or improvement of the learning environment of students.

The cut-off dates for receipt of official transcripts for salary advancement purposes shall be October 31st, with effective date of salary purposes as the first day of the current school year, and February 28th, with the effective date for salary purposes as the first day of the second semester of the current school year.

- D. Teachers involved in extra duty assignments set forth in Exhibits B and C which are attached to and incorporated in this Agreement shall be compensated in accordance with the provisions thereof.
 - E. The salary schedule is based upon the regular school calendar as set forth in this Agreement and the normal teaching hours as defined in this Agreement.
 - F. Reimbursements for professional meetings that are held outside the boundaries of our school district and approved by the Superintendent and/or Principal prior to the meeting will be reimbursed for expenses of fees as per Board Policy.
 - G. Teachers who teach on more than one campus and as a result are required in the course of their work to drive personal automobiles from one school building to another shall receive a mileage reimbursement "per Board Policy". The same reimbursement shall be given for use of personal cars approved business of the district.
 - H. At the beginning of each academic year*, teachers shall have one of these options:
 - To receive their annual pay in 21 equal installments, less legal, contracted and teacher authorized deductions.
 - To receive their pay in 26 equal installments, less legal, contracted and teacher authorized deductions; or
 - To receive their annual pay in 21 installments; 20 installments of 1/26th of the total pay; and 1 installment for the balance due, less legal, contracted and teacher authorized deductions.
- *occasionally it may be necessary to offer 22 and 27 pay options above because of the number of pay periods that occur during the year.

**ARTICLE XV
DEPARTMENT HEADS/GRADE LEVEL CHAIRPERSONS**

One Department Head will be appointed in the following areas grades 6 - 12:

Math	Science
Language Arts	Social Studies
Business, Career and Technology, Culinary Arts	

One Department Head will be appointed in the following areas K – 12:

- Special Education
- Fine Arts, Physical Education

One Grade Level Chairperson will be appointed at the following grade levels:

- Grades PK – 1
- Grades 2 – 3
- Grades 4 – 5

- A. Department Heads and Grade Level Chairpersons will be appointed annually
- B. Department Heads and Grade Level Chairpersons will call monthly meetings and submit discussion notes to the Curriculum Council Coordinator.
- C. Department Heads and Grade Level Chairperson may be allowed release time, throughout the year.

**ARTICLE XVI
CURRICULUM COUNCIL**

- A. The Curriculum Council will be made up of Department Heads and Grade Level Chairpersons.
- B. The Curriculum Council will be formed during the month of September.
- C. The Curriculum Council Coordinator will chair the Council.
- D. The Curriculum Council will meet on a monthly basis at the call of the Council Chair.
- E. The primary task of the Council is to annually review and study the scheduled curriculum areas and make recommendations on course goals and objectives.

- F. The Council will be given an opportunity to provide input regarding pilot programs, existing instructional programs, and new instructional programs.
- G. One (1) 6 – 12 Department Head and one (1) PK – 5 Grade Level Chairperson will be appointed to coordinate the yearly curriculum study at each level, attend ISD informational meetings, and complete required paperwork.
- H. Curriculum Council members may be allowed release time throughout the year.

**ARTICLE XVII
MENTOR TEACHER PROCEDURES**

- A. A Mentor Teacher shall be defined as a Master Teacher as identified in Section 1526 of the School Code and shall perform the duties of a Master Teacher as specified in the Code.
- B. When assigning the mentor, it will be with the mutual agreement of the Mentee Teacher, the Mentor Teacher, and the School Administration.
- C. The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources, and information in a non-threatening, collegial fashion.
The Mentor Teacher will be prepared to assist the Mentee in the following:
 - 1. School Improvement (campus, district, etc.)
 - 2. Curriculum (texts, manuals, core, state, etc.)
 - 3. Lesson planning (ideas execution)
 - 4. Grading Procedures
 - 5. Observations (by both Mentor and Mentee)
 - 6. Conferencing (both student and parent)
 - 7. Collaboration
 - 8. Professional In-Service Development
 - 9. Discipline Procedure/Conflict Resolution
 - 10. Parent involvement
 - 11. Professional Support
 - 12. Climate/Cultural Acclimation

- D. The Mentor Teacher shall be assigned in accordance with the following:
- The Mentor Teacher shall be or have been tenured.
- Participation as a Mentor Teacher shall be completely voluntary.
- The assignment of the Mentor Teacher shall be finalized by the Administration within twenty (20) workdays after the mentee starts work.
- Every effort will be made to match Mentor and Mentee Teachers who work in the same building and have the same area of certification.
- Each Mentee Teacher shall only be assigned one (1) Mentor Teacher at a time.
- A maximum of two (2) days of release time shall be provided for the Mentor and Mentee for professional support, instruction and guidance.
- E. Confidential Relationship:
- Because the purpose of the Mentor/Mentee match is to acclimate the bargaining unit member and to provide necessary assistance toward the end of quality instruction, the employer and the association agree the relationship shall be confidential and shall not, in any fashion, be a matter included in the evaluation of the mentor teacher or mentee.
- Neither the mentor nor the mentee shall be permitted to participate in any matter related to the evaluation of the other.
- Further, the mentor teacher shall not be called as a witness in any grievance or administrative hearing involving the mentee nor shall the mentee be called as a witness in any grievance or administrative hearing involving the mentor teacher, as it relates to the evaluation.

ARTICLE XVIII TEACHER EVALUATION

- A. A probationary teacher employed for at least one full school year, shall be provided with an individualized development plan developed by administrative personnel in consultation with the probationary teacher. The individualized development plan shall include a description by the administration of any noted deficiencies and the improvement and/or correction required. A probationary teacher will be evaluated at least once each full school year during the probationary period, which shall be an annual year-end performance evaluation. The annual year-end performance evaluation shall be based on, but not limited to, at least two classroom observations held at least sixty days apart, unless a

shorter interval between the two classroom observations is mutually agreed upon by the teacher and the administration. The annual year-end performance evaluation shall include an assessment of the teacher's progress in meeting the goals of his or her individualized development plan.

- B. Tenured teachers will be provided with a performance evaluation at least once every three (3) years. If a tenured teacher has received a less than satisfactory performance evaluation, the teacher shall be provided with an individualized development plan developed by administrative personnel in consultation with the individual teacher. The individualized development plan shall include a description by the administration of any noted deficiencies and the improvement and/or correction required. The performance evaluation will be based on, but not limited to, at least two classroom observations conducted during the period covered by the evaluation. If the tenured teacher has been provided an individualized development plan, the evaluation shall include an assessment of the teacher's progress in meeting the goals of his or her individualized development plan.
- C. All classroom observations shall be at least thirty (30) minutes in duration and will be conducted with the full knowledge of the teacher. No classroom observations will be conducted during the first five (5) student days of the school year or the day before or after school holidays or vacations more than one day in duration.
- D. Probationary and/or tenured teachers may be evaluated and/or observed more frequently and in addition to the minimum requirements of items A and B of this Article.
- E. All formal evaluations and classroom observation reports will be delivered, in writing, at a conference held between the principal and the teacher no later than ten (10) school days following the most recent classroom observation upon which they are based. Teachers not on an individualized development plan shall have their evaluations completed prior to March 25.

- F. A teacher may confer with the Superintendent regarding his/her evaluation. The instrument to be used for classroom observation reports and teacher evaluation is set forth in Exhibit E.
- G. A teacher upon his/her request shall be entitled to have an Association representative present during any conference with an evaluator where any noted deficiencies and/or the teacher's progress toward correcting the noted deficiencies are to be discussed.

**ARTICLE XIX
JUST CAUSE**

- A. A tenured teacher shall not be reprimanded, disciplined, or discharged without just cause. The discharge or demotion of a tenured teacher shall be governed exclusively by the procedures and standards of the Michigan Teacher Tenure Act applicable thereto and shall not be subject to the grievance procedure or arbitration provisions of this Agreement.
- B. The discharge or non-renewal of a probationary teacher shall be governed exclusively by the procedures and standards of the Michigan Teacher Tenure Act applicable thereto and shall not be subject to the grievance procedure or arbitration provisions of this Agreement. Probationary teachers may appeal disciplinary measures other than discharge or non-renewal through the grievance procedure, but the disciplinary measure shall not be reversed by an arbitrator unless it is shown to be arbitrary and capricious.
- C. Adverse evaluations shall not be considered reprimands or discipline, but reprimands or discipline resulting from adverse evaluations shall be grievable, subject to the above restrictions.
- D. Extra-curricular positions shall be excluded from just cause.

**ARTICLE XX
MISCELLANEOUS**

- A. Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with

the terms of this Agreement and its amendments. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.

- B. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- C. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. Copies of this Agreement shall be printed at the equal expense of the Board and the Association and presented to all teachers now employed or hereafter employed during the life of this Agreement.
- E. During the negotiations of this Agreement, each party made proposals and counterproposals. This Agreement encompasses and incorporates all such proposals. It is the intention of the parties that this Agreement, during its term, shall cover all negotiable items, proposals, and subjects concerning wages, hours and conditions of employment. If telecommunication instruction is implemented by the Board, the Board agrees to negotiate regarding the impact of its decision if the Association demands bargaining.
- F. The Association and Board recognize that strikes and other forms of work stoppages are currently contrary to law. The Association and Board subscribe to the principle that during the life of this Agreement differences shall be resolved by peaceful and appropriate means without interruption of the school program.
- G. The Board reserves the right to adopt a policy and enforce work rules prohibiting smoking and/or the use of tobacco products and/or tobacco preparations by any employee to any extent and at any and all times in any school facilities, vehicles and/or equipment and/or on school premises and/or while involved in duties regarding any school activities.

**ARTICLE XXI
DURATION**

This Agreement, executed this 3rd day of June, 2010 with amendments on June 13, 2011 is effective as of the 1ST day of July 2011, and shall remain in full force and effect until (or through) June 30, 2012 and from year to year thereafter unless either party gives termination notice, in writing, to the other party at least ninety (90) days prior to the expiration date.

**ARTICLE XXII
INSURANCE PROTECTION**

- A. To be eligible for the benefits provided in the above program a teacher or his/her dependents must be listed on the company insurance billing during the first month of their employment or during the open enrollment period. That portion of insurance costs which are the obligation of teachers shall be deducted from the teacher's salary through the District's Section 125 Plan.
- B. PRORATED BENEFIT: Those teachers working halftime but less than full time (daily) will receive a benefit prorated on a seven and one-half (7½) hour day. Those teachers working a full day, but less than a full year and those teachers on an unpaid leave of absence for more than five (5) days during a year will receive a benefit prorated on the total number of scheduled teacher work days that year.
- C. This section pertains to teachers who work at least 76% (FTE) through full time. In the 2011-2012 school year, the board will contribute 62.5% per month of the cost of MESSA PAK A Single coverage and the teachers will pay the remainder (37.5%). For Self and One and Full Family coverage the board will contribute 80% per month of the cost of MESSA PAK A and the teachers will pay the remainder (20%) per month.

MESSA PAK A (FOR THOSE TAKING HEALTH INSURANCE)

HEALTH (includes \$5,000 Basic Term Life with AD+D) DEDUCTIBLE/COPAY	Choices II Addition of Adult Immunizations \$5 office visits co-pay; \$10/ \$20 RX Deductible \$100/\$200
AD&D Life	\$45,000
Vision Plan	VSP 3
Dental: Class I, II & III + Max: Class IV + Maximum	75/75/50 \$1,000 50 \$1,500

D. For those teachers who work at least 76% (FTE) through full time and do not select the above health insurance, the Board shall contribute \$500.00 per month in cash, which is part of the district's Section 125 Plan according to the following tables:

MESSA PAK B (FOR THOSE NOT TAKING HEALTH INSURANCE)

LTD Percentage	70%
Maximum Monthly Benefit	\$5,000
Qualifying Period	90 Calendar Day, Modified Fill
Own Occupation	2 Years
Social Security Offset	Family
Minimum Payout	5%
Offset Freeze	Yes
Alcoholism/Drug Waiver	Same as any other
Mental/Nervous Waiver	Same as any other
Rehabilitation & Maternity	Standard
Cost of Living Adjustment	Yes
Survivor Income Benefit	No
Education Supplement Benefit	No
Pre-existing Condition Waiver	Yes
Life	\$50,000 AD&D
Vision Plan	VSP 3
Dental: Class I, II & III + Max: Class IV + Maximum	80/80/80 \$1,500 80 URC
Cash/Annuity Option	Balance of Board contribution after paying PAK Plan B premium

E. This section pertains to the teachers who work at least 50% (FTE) through 75% (FTE). The Board will contribute toward the cost of MESSA Choices II health insurance according to the following schedule for each teacher who works at least 50% (FTE) through 75% (FTE) and who elects coverage. Each teacher in this category must also enroll for Delta Dental and VSP3 vision coverage at their own expense. The following table illustrates the insurance coverage and the Board and employee contribution rates:

INSURANCE	COVERAGE	MONTHLY BOARD CONTRIBUTION	EMPLOYEE CONTRIBUTION
MESSA Choices II, \$10/\$20 Rx \$100/\$200 deductible (includes \$5,000 Basic Term Life with AD+D and Adult Immunization Rider)	SELF	62.5 % of Premium	Monthly insurance premium minus Board contribution
MESSA Choices II, \$10/\$20 Rx \$100/\$200 deductible (includes \$5,000 Basic Term Life with AD+D and Adult Immunization Rider)	SELF & ONE	80% of Premium x FTE worked	Monthly insurance premium minus Board contribution
MESSA Choices II, \$10/\$20 Rx \$100/\$200 deductible (includes \$5,000 Basic Term Life with AD+D and Adult Immunization Rider)	FULL FAMILY	80% of Premium x FTE worked	Monthly insurance premium minus Board contribution
Delta Dental: Class I, II, & III + Max: 75/75/50 \$1,000		\$0.00	t/b/d
VSP 3 Vision Plan		\$0.00	t/b/d

F. For those teachers who work at least 50% (FTE) through 75% (FTE) and do not select the above health insurance, the Board shall contribute \$500.00 per month in cash which is part of the district's Section 125 Plan according to the following tables:

MESSA PAK PLAN B (FOR THOSE NOT TAKING HEALTH INSURANCE)

LTD Percentage	70%
Maximum Monthly Benefit	\$5,000
Qualifying Period	90 Calendar Day, Modified Fill
Own Occupation	2 Years
Social Security Offset	Family
Minimum Payout	5%
Offset Freeze	Yes
Alcoholism/Drug Waiver	Same as any other
Mental/Nervous Waiver	Same as any other
Rehabilitation & Maternity	Standard
Cost of Living Adjustment	Yes
Survivor Income Benefit	No
Education Supplement Benefit	No
Pre-existing Condition Waiver	Yes
Life	\$50,000 AD&D
Vision Plan	VSP 3
Dental: Class I, II & III + Max: Class IV + Maximum	80/80/80 \$1,500 80 URC
Cash/Annuity Option	Balance of Board contribution after paying PAK Plan B premium

G. For teachers electing coverage the Board shall make payment of insurance premiums for each teacher to provide insurance coverage for a twelve month period beginning September 1st and ending August 31st. For those teachers commencing employment in August or September and electing coverage, the Board shall contribute a monthly premium at the beginning of their employment until August 31st.

ARTICLE XXIII

The Board and the Association support the concept of Collaborative Bargaining for the length of this agreement and agree to form a Contract Negotiations Committee (CNC) to discuss topics and resolve contract related issues and problems excluding grievances. The items listed below are basic guidelines for CNC procedure:

1. The CNC will consist of five (5) Association members and four (4) Board Representatives, facilitator optional. Leadership will be shared between board and association representatives at alternating CNC meetings.
2. People serving on the CNC should expect a one year commitment.
3. In order for a decision to be made there must be a quorum of each team in attendance. A team quorum shall be defined as at least three (3) board representatives and (3) association representatives.
4. There will be a minimum of ten (10) quorum meetings to be held monthly excluding July and December. Additional meetings may be called by either co-leader. Meetings of the CNC may never be cancelled, only re-scheduled.
5. Meeting length may not exceed 2 hours, unless mutually agreed upon.
6. There are to be no "votes", issues decided by 100% consensus only.
7. Confidentiality of information shared at meetings is imperative to maintaining trust amongst CNC members, however, if by consensus a subject needs to be polled among peers – this may be done. To further promote trust, all new information will be shared in a timely manner with all CNC members.

8. Outside guests may be brought in for resource purposes (ie: insurance information), by special invitation and CNC consensus only.
9. A list of potential issues will be established at the beginning of each new school/negotiation year.
10. New issues may only be started when the prior issue is resolved, or tabled by consensus.
11. Ratification of agreements will take place at least once per calendar year, by April, or at other times as mutually agreed upon.

EXHIBIT A
RIVER VALLEY SCHOOL DISTRICT
2011-2012 SALARY SCHEDULE

Years of Experience	Bachelor's Degree	Bachelor's Degree Followed by 18 Semester Hours as well as Possession of a Continuing or Professional Teaching Certificate for Level of Teaching	Master's Degree	Master's Degree Followed by 15 Semester Hours as well as Possession of a Continuing or Professional Teaching Certificate for Level of Teaching	Master's Degree Followed by 30 Semester Hours as well as Possession of a Continuing or Professional Teaching Certificate for Level of Teaching
0					
1	34,122	35,235	37,201	39,173	40,252
2	35,044	36,191	38,227	40,252	41,365
3	35,990	37,174	39,279	41,365	42,516
4	36,966	38,184	40,363	42,516	43,697
5	37,971	39,225	41,480	43,696	44,917
6	39,007	40,298	42,631	44,916	46,169
7		41,403	43,815	46,168	47,460
8		42,543	45,036	47,459	48,791
9		43,712	46,296	48,791	50,160
10		44,922	47,590	50,160	51,571
11		46,167	48,925	51,571	53,025
12		47,445	50,298	53,023	54,523
13		48,766	51,715	54,521	56,062
14		50,130	53,172	56,062	57,653
15		51,527	54,674	57,652	59,291
16		52,967	56,701	60,338	62,053
17			57,240	61,482	65,036

The above schedule is based on 170 student days; 178 staff days.

EXHIBIT B

		% Applied
Tier 1		
Varsity Boys/Girls Track Coach	1 at	17.5%
Assistant Varsity Boys/Girls Track Coach	2 at	6.0%
Tier 2		
Varsity Football Coach	1 at	14.75%
Assistant Varsity Football Coach	2 at	8.75%
Junior Varsity Football Coach	2 at	8.75%
Middle School Football Coach	2 at	5.25%
Boys' Varsity Basketball Coach	1 at	14.75%
Boys' J.V. Basketball Coach	1 at	8.75%
Boys' 9 th Grade Basketball Coach	1 at	6.50%
Boys' Middle School Basketball Coach	2 at	5.25%
Girls' Varsity Basketball Coach	1 at	14.75%
Girls' J.V. Basketball Coach	1 at	8.75%
Girls' 9 th Grade Basketball Coach	1 at	6.50%
Girls' Middle School Basketball Coach	2 at	5.25%
Tier 3		
Varsity Wrestling Coach	1 at	13.00%
Junior Varsity Wrestling Coach	1 at	8.25%
Middle School Wrestling Coach	1 at	5.25%
Tier 4		
Varsity Baseball Coach	1 at	10.00%
Junior Varsity Baseball Coach	1 at	7.00%
9 th Grade Baseball Coach	1 at	6.00%
Girls' Varsity Softball Coach	1 at	10.00%
Girls' Junior Varsity Softball Coach	1 at	7.00%
Girls' 9 th Grade Softball Coach	1 at	6.00%
Girls' Varsity Volleyball Coach	1 at	10.00%
Girls' Junior Varsity Volleyball Coach	1 at	7.00%
Girls' 9 th Grade Volleyball Coach	1 at	6.00%
Girls' Middle School Volleyball Coach	2 at	5.25%

Tier 5

Boys' Varsity Soccer Coach	1 at	8.75%
Girls' Varsity Soccer Coach	1 at	8.75%
Boys'/Girls Varsity Cross Country Coach	1 at	8.75%
Boys'/Girls' Assistant Varsity Cross Country Coach	1 at	6.00%
Boys' Middle School Track Coach	1 at	5.25%
Girls' Middle School Track Coach	1 at	5.25%
Varsity Golf Coach	1 at	8.75%
High School Cheerleading Coach Football	1 at	3.25%
High School Cheerleading Coach Basketball	1 at	3.25%
Middle School Cheerleading Coach	1 at	1.50%

This schedule merely indicates the remuneration in the event the position is filled.

Notes to Exhibit B

Coaches responsibilities include pre-season and post-season conditioning programs, as outlined in the Position Description as prepared by the A.D.

All appointments to coaching positions are non-tenure.

All appointments to Head Coaching positions must be approved annually by the Board of Education after receiving a recommendation from the Superintendent.

If a coaching position is assigned to two (2) or more persons, the stipend percentage shall be divided between them according to the salary index. (If one coach has more years experience than the other, the higher of the "steps" will be used in calculating the stipend).

All head coaches will be evaluated and a recommendation will be made to the Superintendent no later than 30 calendar days after the completion of the season.

The coaches will be paid the foregoing percentage of their teaching salary based on the schedule below, to a maximum allowance of ten (10) years experience in the same sport. The maximum number of years' credit a coach can receive for activity experience outside of the River Valley School District shall be six (6) years. The parties agree that all comparability between teacher salary schedule and the extra duty schedule shall not exist. Coaching pay and the extra-duty base schedule will be negotiated separately from consideration of the teacher salary schedule.

The payroll for athletic coaches shall be bi-weekly with the regular school payroll or in one lump sum at the completion of the season.

ATTACHMENT TO EXHIBIT "B"
SCHEDULE TO BE USED IN CALCULATING COACHING ASSIGNMENTS

STEP	<u>Base</u>
0	31,970
1	32,837
2	33,732
3	34,651
4	35,598
5	36,479
6	37,580
7	38,707
8	39,868
9	41,064
10	42,296

School Improvement	10 at	350
Curriculum Council Study Chair	2 at	Year 1 – 500 Year 2 - 800
Curriculum Council		500
Radio Club K-12		500
Emergency Medical Technician		1,100
First Aid/CPR Aide		600
Mentor Teacher		3% of B.A. 1 Step
Approved after-school hourly programs (including summer school)		\$22.00 per hour

This schedule merely indicates the remuneration in the event the position is filled.

All extra curricular duties listed in Exhibit C will be strictly voluntary.

Extra Curricular Workers: Those persons engaged in extra curricular activities as workers, as identified in Exhibits B and C shall be reimbursed at the rate of \$12.00 per event. By way of example: Dance chaperon - \$12 per dance; Football ticket taker - \$12 per game; Track judges - \$12 per meet.



EXHIBIT D
RIVER VALLEY SCHOOL DISTRICT
2010-2011
Staff Calendar

AUGUST 2010

30 New Staff Report
31 All Staff Report

SEPTEMBER

1 & 2 In-service days
3-6 No school
7 ½ day students ½ staff plan

OCTOBER

20 & 21 Evening Parent/Teacher Conf. P-12
22 No school students/staff

NOVEMBER

5 No students ½ plan ½ p.d. (end of Marking period)
24 ½ Day Students & Staff
25, 26 Thanksgiving Recess
29 School resumes

DECEMBER

20 Holiday break begins

JANUARY 2011

3 School Resumes
17 MLK day no school
20 ½ Day/Students 6-12 HS/MS Exams
21 ½ Day/Students P-12 HS/MS Exams (Full Day/Staff)
End of 1st Semester

FEBRUARY

21 No School for Students/Staff

MARCH

1 MME (staff & grade 11 students only)
2 & 3 Evening Parent/Teacher Conf. P-12
4 No School for Students/Staff
25 No School for Students/
½ Day Professional Development
½ Day Staff Planning P-12
End of 3rd Marking Period

APRIL

4-8 Spring Break
22 No School-Good Friday

MAY

6 Staff in-service, no school students
30 No School for Students/Staff – Memorial Day

JUNE

06 ½ Day for Students 6-12 HS/MS Exams Full Day Staff
07, 08 ½ Day for Students P-12 HS/MS Exams Full Day Staff
End of 4th Marking Period

To include 170 Student Days (minimum of 1098 instruction hours) + 8 Staff Days for a Total of: 178 Staff Days

- I. Any cancelled student instructional hours in excess of the allotted hours per state legislation will be made up without additional compensation.
 - II. Any makeup hours required beyond the state allotted hours will be worked by further extending the end of the school year or by mutual consent of both parties.
 - III. The four (4) planning days for focus and CUE must be taken prior to May 11th. Requests for use of such days must be made at least five (5) days in advance. If substitute teachers are not available, days must be taken by May 18th.
 - IV. Calendar includes professional development of 1 day by adding professional development time spent after school via the 1 hour monthly meetings provided they meet the requirements of professional development as described by the Michigan Department of Education.
- Dates are subject to change based on schedule of professional development activity and or the number of days called due to weather/heating etc.

If online professional development is determined by the state to be done off school hours (5 hours) the professional development days may be adjusted accordingly or the online time done during scheduled pd time.



**RIVER VALLEY SCHOOL DISTRICT
2011-2012
Staff Calendar**

AUGUST 2011

29 New Staff Report
30 All Staff Report
31 Professional Development

SEPTEMBER

1 Professional Development
2-5 No school
6 ½ day students ½ staff plan

OCTOBER

19/20 Evening Parent/Teacher Conf. P-12
21 No school students/staff

NOVEMBER

4th No students ½ plan ½ p.d. (end of Marking period)
23 ½ Day Students & Staff
24, 25 Thanksgiving Recess
28 School resumes

DECEMBER

26 Holiday break begins

JANUARY 2012

9 School Resumes
16 MLK day no school
19 ½ Day/Students 6-12 HS/MS Exams
20 ½ Day/Students P-12
HS/MS Exams (Full Day/Staff)
End of 1st Semester

FEBRUARY

17 & 20 No School for Students/Staff
29 Evening p/t conferences P-12

MARCH

1 Evening Parent/Teacher Conf. P-12
2 No School for Students/Staff
6 MME Staff and grade 11 only
23 No School for Students/
½ Day Professional Development
½ Day Staff Planning P-12
End of 3rd Marking Period

APRIL

2-6 Spring Break
9 School resumes

MAY

4 Staff in-service, no school students
28 No School for Students/Staff – Memorial Day

JUNE

04 ½ Day for Students 6-12
HS/MS Exams
Full Day Staff
05, 06 ½ Day for Students P-12
HS/MS Exams
Full Day Staff
End of 4th Marking Period

To include 170 Student Days (minimum of 1098 instruction hours) + 8 Staff Days for a Total of: 178 Staff Days

- I. Any cancelled student instructional hours in excess of the allotted hours per state legislation will be made up without additional compensation.
 - II. Any makeup hours required beyond the state allotted hours will be worked by further extending the end of the school year or by mutual consent of both parties.
 - III. The four (4) planning days for focus and CUE must be taken prior to May 11th. Requests for use of such days must be made at least five (5) days in advance. If substitute teachers are not available, days must be taken by May 18th.
 - V. Calendar includes professional development of 1 day by adding professional development time spent after school via the 1 hour monthly meetings provided they meet the requirements of professional development as described by the Michigan Department of Education.
- Dates are subject to change based on schedule of professional development activity and or the number of days called due to weather/heating etc.
If online professional development is determined by the state to be done off school hours (5 hours) the professional development days may be adjusted accordingly or the online time done during scheduled pd time.

Exhibit E
CLASSROOM OBSERVATION REPORT-EVALUATION FORM
PROBATIONARY/TENURE

Teacher: _____ Evaluator: _____
 Grade/Subject: _____ School: _____
 Observation _____
 Date(s): _____

I. INTERPERSONAL RELATIONSHIPS

With Students	4 Highly Effective	3 Effective	2 Minimally Effective	1 Ineffective
Relationships	Shows warmth, caring, respect and fairness for all students and builds strong positive relationships	Is fair and respectful toward all students and builds positive relationships	Is fair and respectful toward majority of students and builds positive relationships with students	Responds negatively more often than positively towards students.
Respect	Shows sensitivity and respect for students and their cultures, values, and beliefs	Communicates respectfully with students and is sensitive to their different cultures and beliefs	Inconsistently sensitive to the cultures and beliefs of students	Is insensitive to the cultures and beliefs of students

With Parents	4 Highly Effective	3 Effective	2 Minimally Effective	1 Ineffective
Communication	Frequently contacts parents with positive news about their child(ren) and deals promptly with parent concerns	Promptly informs parents of behavior and/or learning successes or concerns and responds promptly to parents	Lets parents know about problems their children are having but rarely mentions positive news and is unresponsive to parent concerns	Seldom informs parents of concerns or positive news about their children and does not respond to parent concerns
Expectations	Provides parents with clear, user-friendly learning and behavior expectations and quality examples of proficient work	Provides parents with clear expectations for student learning and behavior for the year	Provides a list of classroom rules and the syllabus for the year	Fails to inform parents about learning and behavior expectations

With Staff	Highly Effective	Effective	Minimally Effective	Ineffective
Cooperation with colleagues	Frequently contributes valuable ideas and expertise that further the school's missions; seeks feedback and suggestions and uses them to improve performance	Contributes positive ideas, expertise, and time to the overall mission of the school; listens and responds constructively to suggestions and viewpoints of others	Occasionally contributes ideas aimed at improving the school's mission, yet may be reluctant to respond to feedback and suggestions of others	Rarely contributes ideas that help improve the school's mission, is resistant to feedback and suggestions of others
Teamwork	Is a contributing member of teacher teams and committees and frequently attends afterschool activities	Shares responsibility for grade level/department and school wide activities; volunteers to serve on committees and attends afterschool activities	Seldom serves on committees and attends only required afterschool activities	Declines invitations to serve on committees and attend after school activities

II. TEACHING EFFECTIVENESS

Instructional Organization	4 Highly Effective	3 Effective	2 Minimally Effective	1 Ineffective
Strategies & alignment of curriculum	Aligns curricular units with state and national standards and assessments for the school year	Aligns curricular units to meet state and national standards and assessments	Refers to state and national standards when planning curricular units	Curricular units are not aligned with state and national standards and assessments
Differentiation	Designs lessons that break down complex tasks and addresses all learning needs, styles and interests	Designs lessons that target diverse learning needs, styles, and interests	Plans lessons with few accommodations for diverse learning needs, styles and interests	Plans lessons with no accommodations for diverse learning needs, styles and interests
Materials	Devotes time to gathering relevant and motivating materials that engage all students in active learning	Devotes time to gathering materials that are relevant, motivating and likely to engage students in active learning	Plans lessons that will engage some students' interest and involve a mixture of good learning materials	Plans lessons that are unlikely to motivate or involve students, relying on low quality materials

Ability to instruct	4 Highly Effective	3 Effective	2 Minimally Effective	1 Ineffective
Expectations	Sets high expectations, teaches students to be risk-takers, and to learn from their mistakes allowing them to master the materials	Stresses the importance of learning, taking risks, and learning from their mistakes	Tells students that the subject matter is important, they need to work hard, and can learn from their errors	Accepts low student performance
Active learning	Presents materials with well-chosen examples that stimulate interest and make connections to prior knowledge and experience; uses and teaches appropriate vocabulary	Activates students' prior knowledge and interests; uses appropriate vocabulary, clear explanations, and good examples to present material	Tries to make the subject interesting and relates it to things students already know; uses vocabulary that may be confusing or inappropriate to the subject	Seldom engages students' interest or makes connections to their lives; presents material in a confusing way or with inappropriate vocabulary
Adaptability	Adapts lessons and units to capture teachable moments and correct misunderstandings	Is flexible about modifying lessons to take advantage of teachable moments	Is focused on implementing lesson plans and sometimes misses teachable moments	Is rigid and inflexible with lesson plans and rarely takes advantage of teachable moments
Application	Consistently has students summarize and internalize what they learn and apply that knowledge to real-life situations	Has students summarize what they learn and apply that knowledge in a different context	Asks students to think about real-life applications for what they are studying	Moves on at the end of each lesson and unit without having students summarize

Student Objectives	Posts and reviews content standards, criteria for proficient work, including grading rubrics in student-accessible language and shares examples of quality work.	Posts content standards, criteria for proficient work, including grading rubrics and examples of quality work.	Posts content standards and informs students of minimal qualities their finished work should exhibit.	Classroom curriculum does not align with the required content standards. Expects students to know (or figure out) what it takes to get good grades.
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Classroom Atmosphere	4 Highly Effective	3 Effective	2 Minimally Effective	1 Ineffective
Expectations	Is direct, specific, consistent and persistent in communicating and enforcing school expectations	Communicates and enforces school expectations for student behavior	Announces and posts classroom rules and consequences	Inconsistent rules and consequences
Relationships	Successfully develops positive interactions between self and students, thereby limiting classroom disruptions	Commands respect and refuses to tolerate disruption	Lectures the need for good behavior and respect; occasional disruptions in the classroom	Is not respected by students and classroom is frequently chaotic; blames students for poor behavior
Routines	Instills highly effective class routines that develop students' self discipline, self-confidence and responsibility	Teaches routines that develop students' self-discipline and teaches them to take responsibility for their own actions	Routines are not maintained, leading to a lack of students' self-discipline and responsibility for their actions	Does not teach routines, creating students who are dependent on the teacher to behave
Recognition	Frequently posts students' work with rubrics and commentary and uses it to motivate and direct effort	Regularly posts students' work to make visible and celebrate their progress with respect to standards	Posts some 'A' student work as an example to others	Posts only a few samples of student work or none at all
Management	Uses best practices, lesson momentum and smooth transitions to prevent discipline problems	Uses lesson momentum and smooth transitions to prevent discipline problems	Sometimes loses teaching time due to lack of clarity, interruptions, and inefficient transitions, resulting in minor discipline problems becoming major	Has few discipline strategies and loses instructional time due to interruptions and inefficient transitions.
Incentives	Gets students to respond positively to school wide behavior expectations linked to intrinsic/extrinsic rewards	Uses incentives wisely to encourage and reinforce student cooperation	Is inconsistent using the school wide behavior expectations	Does not actively participate in school wide behavior expectations

Response to Intervention	4 Highly Effective	3 Effective	2 Minimally Effective	1 Ineffective
Support	Follows up with struggling students with personal attention to reach proficiency.	Takes responsibility for students who are not succeeding and gives them extra help.	Offers students who fail tests some additional time to study and do re-takes.	Tells students that if they fail a test, that's it; the class has to move on to cover the curriculum.

Additional Services	Makes sure that the students who need specialized diagnosis and help receive appropriate services immediately.	When necessary, refer students for specialized diagnosis and extra help.	Is inconsistent when referring students for special help or refers students who do not need it.	Fails to refer students for special services.
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III. PROFESSIONAL INVOLVEMENT

Professional Behavior	4 Highly Effective	3 Effective	2 Minimally Effective	1 Ineffective
Appearance	Wardrobe and personal appearance always reflect professionalism and instill respect	Wardrobe and personal appearance usually reflect professionalism and instill respect	Wardrobe and personal appearance occasionally appear unprofessional	Wardrobe and personal appearance are unprofessional.
Attendance/Timeliness	Fewer than contractually allotted absences, no tardies	Stays within contractually allotted absences, less than three tardies	Misses more than contractually allotted absences, more than 3 tardies	Has poor attendance, habitually tardy
Reliability	Carries out assignments conscientiously and punctually, and meets all deadlines	Is punctual and reliable with paperwork, duties, and assignments; keeps accurate records	Occasionally skips assignments, makes errors in records, and misses paperwork deadlines	Frequently skips assignments, makes errors in records, and misses paperwork deadlines

Professional Development	4 Highly Effective	3 Effective	2 Minimally Effective	1 Ineffective
Self-Improvement	Actively searches for best practices from peers, online resources, professional development, and/or other sources	Seeks out effective teaching ideas from supervisors, colleagues, and/or professional development sources	Listens to new ideas for improving teaching and learning	Is resistant to ideas for improving teaching and learning
Technology	Actively searches for professional development and activities to integrate technology into lessons	Takes advantage of professional development and implements technology into lessons	Makes limited use of professional development concerning the implementation of technology into lessons	Does not make use of professional development to enhance use of technology in lessons.

IV. STUDENT GROWTH

	4 Highly Effective	3 Effective	2 Minimally Effective	1 Ineffective
Goal Setting	Establishes goals related to student achievement that creates new challenges for moving proficient performance to the exemplary level.	Establishes goals related to student achievement that are specific and measurable.	Establishes goals that are neither measurable nor specific.	No goals have been established.

Pre-assessment	Gives students a well-constructed diagnostic assessment up front and uses the information to plan instruction.	Diagnoses students' knowledge and skills up front and makes minimal adjustments based on data.	Does a quick K-W-L (Know, Wants to Know, Learned) exercise before beginning a unit.	Begins instruction without diagnosing students' skills and knowledge.
Checks for Understanding	Uses a variety of effective methods to check for understanding; immediately addresses confusion and clarifies.	Frequently checks for understanding and gives students helpful information if they seem confused.	Uses moderately effective methods (e.g., thumbs up, thumbs down) to check for understanding during instruction.	Uses ineffective methods ("Is everyone with me?") to check for understanding.
Formative assessment	Works with colleagues to use formative assessment data, adjusts teaching, re-teaches and helps struggling students.	Uses data from formative assessments to adjust teaching, re-teach and follow-up with failing students.	Looks over students' tests to see if there is anything that needs to be re-taught.	Gives tests and moves on without analyzing them and following up with students.
Summative Assessment	Works with colleagues to analyze and chart assessment data, draw action conclusions and share them with others.	Analyzes data from assessments, draws conclusions and shares them appropriately.	Records students' grades and notes some general patterns for future reference.	Records students' grades and moves on with the curriculum.
Student Achievement Results	Consistent record of improved student achievement on multiple indicators of student success. The average of the student population improves as does the achievement of each sub-group.	Performance goals for student achievement have been met.	There is some evidence of improvement, but insufficient evidence of changes in teaching and curriculum that will create the improvements necessary to achieve student performance goals.	Indifferent to the data; has not taken decisive action to change strategies, teaching methods, curriculum/curriculum map or other variable in order to improve student achievement.

V. OVERALL EFFECTIVENESS

Overall score	Highly Effective	Effective	Minimally Effective	Ineffective
	132-116	115-83	82-50	49-33

Comments by Principal:

Comments by Teacher:

Note: Signature of Teacher acknowledges receipt and review of this document by Teacher but does not indicate agreement with its content unless otherwise stated by Teacher.

Signature:

Principal _____ Date _____
 Teacher _____ Date _____

SIGNATURE PAGE

RIVER VALLEY EDUCATION ASSOCIATION

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PRESIDENT

SHERRIE BENDER

NAME

GERI ESSIG

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SHAWN GEDERT

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RIVER VALLEY BOARD OF EDUCATION

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VICTORIA PFAUTZ

SECRETARY

ROBERT SCHROEDER

MEMBER

WAYNE WARNER

MEMBER

LETTER OF AGREEMENT

\$20,000.00 will be set aside for 2011-2012 Merit Pay. A committee of CNC members will meet to determine criteria. Merit Pay will be paid in a lump sum on the first payroll of the following school year.

RIVER VALLEY SCHOOL DISTRICT

Dated: June 13, 2011

By: J. C. GERMAN
ITS: President

RIVER VALLEY EDUCATION
ASSOCIATION 5-CEA/MEA/NEA

Dated: June 13, 2011

By: CAROLYN SHULER
ITS: President