

**Agreement Between**

**RIVERSIDE EDUCATION ASSOCIATION**

**and**

**RIVERSIDE BOARD of EDUCATION**

**(Hagar School #6)**

**2009-2010**

RIVERSIDE EA

2010-2012

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2010-2011:

- Freeze salary schedule at 2009-2010 levels
- Pay steps
- .05% of salary off schedule payment given to those at the top of the salary schedule
- Move to Choices II with \$10/\$20 Rx as soon as possible

2011-2012:

- Choices II with the \$10/\$20 Rx
- Teachers pay \$30 per month toward the cost of health insurance. Payments will be deducted on the 1<sup>st</sup> pay of the month beginning with the first paycheck for 2011-2012
- \$100 expense reimbursement card from Meijer's for all teachers to help defray the additional cost for prescriptions, classroom supplies, etc.
- Pay steps
- 1% increase to base on the salary schedule (Schedule attached)
- A letter will be written to the Board of Education and staff reminding them that they must be in compliance with State law by the end of the 2011-2012 school year relating to teacher evaluation and pay for performance.

For the Board of Education

For the Association

*Laura McClain*

*T. B. [Signature]*

Date: 6-15-2011

Date: 6/9/11

**ARTICLE I - RECOGNITION**

- A. The Riverside School District Board (Hagar Township #6) hereinafter referred to as the "Board" recognizes the Riverside Education Association, hereinafter referred to as the "Association" as the sole and exclusive bargaining agent as defined in Act 379 of the Michigan Public Acts of 1965, as amended, for all certificated personnel as defined below:

All full-time and regular part time employees who are required to hold a valid teaching certificate as defined by the Michigan Department of Education.

- B. The term "teacher" or "employee", singular or plural, when used hereinafter in this Agreement, shall refer to all personnel represented by the Association in the bargaining unit as defined above, and references to one gender shall include the other gender.
- C. It is finally understood that this Agreement is between the Riverside Education Association MEA/NEA and the Riverside School District (Hagar Township #6).

**ARTICLE II - DEFINITIONS**

A. WORK YEAR

The work year for the teaching staff shall be 182 days. The building administrator will schedule teacher days beyond student days at mutually agreeable times.

B. WORK HOURS

On a typical work day, teachers are expected to be in the Riverside/Hagar #6 building from 7:30 a.m. to 3 p.m. On Fridays and days immediately preceding holidays or vacation days, teachers may leave the building after the close of the pupil day.

C. RECORD DAYS

On days designated as Record Days, teachers may leave for the day when the tasks are completed.

D. CONFERENCE DAYS

On weeks where evening conferences are scheduled, there shall be early dismissal of students on Fridays and the teachers may leave school at the close of the pupil day.

## ARTICLE III - EMPLOYEE PROTECTION

### A. DISCIPLINE OF EMPLOYEES

No employee shall be disciplined (including warnings, reprimands, demotions, discharges, or other actions of a disciplinary nature) without just cause.

At any meeting that discipline may be discussed, the employee shall have the right to a representative of her choice present.

Any discipline shall be subject to the grievance procedure or may be processed through the Michigan Teacher's Tenure Act if applicable.

### B. TEACHER EVALUATION

1. The parties agree that it is the duty of the administration to evaluate all bargaining unit members. The purpose of the evaluation is to determine the extent to which a bargaining unit member is performing his/her professional duties.
2. The evaluation process must be conducted according to the following expressed procedure so as to assure the fairest and maximum benefit to the bargaining unit members.
3. Bargaining unit members shall be evaluated only by appropriate administrator(s). Only those administrators with training in teacher evaluation and who are certified for the position they hold, will be eligible to evaluate.
4. The parties agree that neither parents, students or other district employees, nor test scores of any kind will be used to evaluate bargaining unit members.
5. Within twenty (20) days of initial employment, each probationary bargaining unit member shall be provided with the Individualized Development Plan (Appendix A). The IDP shall be given to and discussed with the probationary employee at a conference called by the evaluator for that purpose.
6. An evaluation cycle shall be defined as having: (1) a pre-observation conference, (2) work site observation(s); (3) post observation conference(s); and (4) a written evaluation.
7. Each probationary bargaining unit member employee shall be evaluated twice each school year of the probationary period. The first written evaluation cycle shall be completed prior to the completion of fifteen (15) weeks of employment, with the subsequent written evaluation cycle at least sixty (60) calendar days later. A written evaluation may contain information from multiple observations.
8. Each tenure bargaining unit member employee shall be evaluated at least once every three years. Tenure bargaining unit member employees shall be notified by September 30 in the year they are to be evaluated. Appendix B shall be used as the evaluative instrument.
9. To begin the evaluation cycle, the evaluator shall hold a pre-evaluation conference with the bargaining unit member employee. The purpose of this conference is to review the evaluator's expectations as set forth in the IDP, arrange an observation schedule and to provide a tentative time schedule for the entire evaluation cycle.
10. All observation or monitoring of the work performance of bargaining unit member employees shall be conducted openly and with full knowledge of the employee and followed by an observation conference within three (3) days.

11. Bargaining unit member employees shall not be subject to observations in other than the classroom setting except when good cause is shown. Any unsatisfactory behavior observed during school activities but outside the classroom setting shall be reduced to writing and discussed with the employee in a personal conference no later than three (3) school days after the unsatisfactory behavior is observed.
12. No bargaining unit member employee shall be observed during the first or last two (2) weeks of the school year, during the week of school-wide achievement testing, on the day before a school holiday, or on days where special school events and/or holiday activities are scheduled.
13. Within five (5) school days of each classroom observation the evaluator will meet with the employee to discuss the observation. This discussion will take place in a personal conference. The evaluator will review his/her observation notes with the employee. Any unsatisfactory behavior shall be supported by observation and identified by the evaluator. The evaluator shall also provide suggestions for remediation.
14. No later than twenty (20) days after the final classroom observation of a tenure or probationary employee, the evaluator shall prepare the written evaluation using the appropriate evaluation form (Appendix A or B) of this Agreement. The completed written evaluation form shall be presented to and reviewed with the bargaining unit member employee in a personal conference called by the evaluator for that purpose. Each rating given by the evaluator on the form shall be supported by the evaluator's observation.
15. There must be no presumption of incompetence with regard to any bargaining unit member employee on the part of the evaluator. Any judgment of incompetence must not be arbitrary or capricious but must be supported by observation or documentation to support the conclusion made by the evaluator. Should the information demonstrate that an employee has any area that needs improvement, the evaluator shall develop a plan of improvement which:
  - (a) Identifies specifically the area(s) that needs improvement.
  - (b) Provides the employee with specific, appropriate written recommendations for improvement, which are stated in behavioral terms, measurable and observable.
  - (c) Develops a fair and workable timeline for such improvement. This timeline shall include follow-up visit(s) to evaluate the area(s) of concern.
  - (d) Provide a positive program of assistance that may include materials, resources, consultative services and sufficient time during the school day to implement the recommendation(s) of the evaluator.
16. In the event the teacher feels her evaluation was incomplete or unjust, she shall have the right to put her objections in writing and have them attached to the evaluation report in her personnel file.
17. Any charge concerning the professional competence of a tenured bargaining unit member employee arising out of the evaluation process shall be filed with the Board of Education by April 30.
18. In the event a probationary teacher is not recommended for continuing employment due to professional incompetence, the reasons for non-renewal shall be consistent with the criteria found in the IDP (Appendix A).

C. NON-DISCRIMINATION CLAUSE

The parties hereto recognize and agree that neither shall discriminate in dealing with employees or applicants for employment because of their race, color, creed, religion, gender, sexual orientation, height, weight, age, handicap, marital status, nationality, or political belief, nor shall either party discriminate against any employee because of his/her membership or non-membership in the Association.

ARTICLE IV - REDUCTION IN PERSONNEL

- A. Before the Board makes a reduction in personnel, it shall first inform the Association that such a reduction is planned. Layoff notices shall be made in writing to the affected teachers. The Board shall, except in cases of unforeseen circumstances, give teachers prior notice of their layoff of at least thirty (30) calendar days. Examples of unforeseen circumstances include unexpected changes in enrollment, facilities, or funding.
- B. The term "seniority" as used herein, shall be defined as the number of consecutively contracted years of experience in the Riverside School System. Seniority shall begin from the day when the person first reported for work and received pay in the Riverside School System. It is understood that a Board granted leave of absence does not constitute a break in the "consecutive" contracted years of experience. It is also understood that a "part-time" teacher's seniority shall be based on the same criteria as that of a "full-time" teacher's seniority.
- C. In the event bargaining unit members with seniority must be laid off, layoff will be based on the following criteria in the order indicated.
1. Certification
  2. Qualification
  3. Seniority as a tenure teacher
  4. Seniority as a probationary teacher.

Qualifications will be defined as follows:

1. In order to be qualified for grades K-8, a teacher must have certification for that level.
2. For the purpose of this article, certification is defined as the teacher's Michigan Department of Education certification.

- D. The use of a teacher's seniority to "bump" a teacher with less seniority shall be as follows:

The teacher whose position has been eliminated may "bump" the least senior teacher whose position the more senior teacher is certified and qualified to assume. It is understood that the "bumping" teacher can only "bump" into one slot, not parts of other teachers' slots. The teacher so "bumped" may then use her seniority to "bump" as described above, and this procedure shall continue until the layoff is effectuated.

- E. In the event the seniority is equal for any member of the teachers on the reduction list, the following point system shall be used to determine the order of listing:

1. One point per year of teaching experience.
2. One point per year of teaching experience in the Riverside School System.
3. Three points for a Master's Degree.
4. Certification held: two points for a permanent or continuing certificate; one point for a provisional certificate.

- F. A teacher shall not accumulate seniority during periods of Board approved unpaid leaves and layoffs. During those periods, the teacher's seniority shall remain frozen at the amount accumulated prior to the leave or the layoff. This shall not constitute a break in service; however, the teacher shall have her seniority date adjusted accordingly.
- G. Teachers will not be entitled to any compensation or fringe benefits while on layoff except that the Board will continue to make previously earned June, July and August benefit payments for a teacher whose layoff is scheduled to begin with the new school year. However, subject to approval and regulations of the carrier, teachers will be allowed to make premium payments towards health insurance under COBRA.
- H. The Board agrees when recalling teachers from layoff, to do so in the inverse order of their layoff provided the teacher is certified and qualified for the position being filled. A teacher's right to recall shall terminate after five (5) years.
- I. Notice of recall shall be sent by registered letter to the official address of the employee as reflected in the Board's records. If the employee fails to notify the Board of intent to return on the date specified in the notice within ten (10) working days of the delivery of the notice, the employee shall be considered a voluntary quit and shall thereby terminate her individual employment contract with the district.
- J. A seniority list shall be prepared by the Board by November 30<sup>th</sup> of each school year. The list shall show the employee's seniority, salary step level, certification and highly qualified status. A copy of this seniority list shall be transmitted to the Association and to each individual teacher. Any errors in the seniority list shall be brought to the attention of the District within twenty (20) school days after it has been distributed. Thereafter, the list shall be final for that school year.

#### **ARTICLE V - VACANCIES**

- A. A vacancy in administration, teaching and/or extracurricular, shall be defined for purposes of this contract as a position presently unfilled, a position currently filled but which will be open in the near future, or a new or changed position currently not in existence.
- B. All vacancies, having been signed by designees of the Association and the Board, shall be posted in a conspicuous place in the building of the district for a period of ten (10) working days, exclusive of vacation days and not including summer break. Applications for any administrative vacancies shall be made to the President of the Board of Education.
- C. Any teacher may apply for a vacant position as defined above by writing to the building principal within ten (10) days from the positing period. Teachers may file written requests with the Board President and Principal's office for changes in assignments or applications for vacancies that may occur during summer months and these will be considered in accordance with this article. During summer months, teachers who have indicated, in writing, a desire for a change will be notified of vacancies as they occur.
- D. In filling a vacancy within the bargaining unit or a transfer to administrative positions, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system, and other relevant factors, and, where those are substantively equal, to grant preference to the current employee of the District.
- E. The Board may recall laid off teachers to temporarily fill vacancies during the posting period. Vacancies created by transferring a teacher to an above mentioned vacancy need not be posted.

- F. All applicants within the bargaining unit, as well as the Association president, shall be personally notified, in writing, within five (5) working days of the Board's disposition regarding the filling of a vacancy.
- G. The building principal shall interview applicants for vacant and/or new positions and forward her recommendation to the Board of Education.

**ARTICLE VI - TRANSFERS**

- A. In the event a teacher should request a transfer, the request shall be in writing, addressed to the building principal and Association President.
- B. No teacher shall be involuntarily transferred except for reasonable and just cause. At least thirty (30) days notice of the intention to transfer shall be provided, in writing, to the affected teacher and Association President, with reason for same being specified, as well as the position to which transfer is being made.
- C. Any teacher transferred to an administrative position shall be given credit on the salary schedule for the time so served upon return to the classroom teaching position. Time served as an administrator will count towards seniority experience within this unit.

**ARTICLE VII - CLASS SIZE, ROOM ASSIGNMENT**

- A. **REVIEW BOARD/CLASS SIZE**  
An administrative review board comprised of the staff and members of the board shall annually sit down and develop the class size for each teacher for the following school year. It shall be the goal of the committee to equalize the student/teacher ratio as much as possible. This committee shall complete its work no later than the end of June. After due consideration, the final decision rests with the Principal, subject to changes in enrollment.

No class shall have more than three (3) grade levels. No class with three (3) grade levels shall exceed a maximum of twenty (20) students in grades K-3 and no more than twenty-two (22) students in grades 4-8. If there are two (2) grade levels in a single classroom, the maximums shall be twenty-two (22) students (K-3) and twenty-five (25) students (4-8). Should there be a single grade classroom, the maximum shall be twenty-five (25) students (K-3) and twenty-eight (28) students (4-8). Should these maximums be exceeded on an official count day, the teacher shall receive \$100 for each student exceeding the previously stated numbers.

- B. **ROOM ASSIGNMENT**  
Room assignment for each teacher shall be based on the following criteria:
  1. Space needed for said class, size of class, and,
  2. Seniority in the district.
- C. **PLANNING TIME**  
Teachers will have planning time when music, art and physical education teachers are scheduled. In no case will any teacher receive less than 120 minutes of planning time per week.
- D. Staff will develop a schedule for recess duty with the approval of the building principal in accordance with Board policy.



## ARTICLE VIII - LEAVES OF ABSENCE

### A. SICK LEAVE

Each teacher shall be provided with ten (10) days of paid sick leave per year. Sick leave shall be cumulative year to year to a maximum of one hundred (100) days. Absences shall be reported to the Principal. At the choice of the teacher, he/she may choose to be paid for each unused sick day earned during that year or to carry over said unused days into the following year. Usage of sick time shall be taken from the current year in full before deducting time from the overall accrual. If he/she chooses to be paid from the current school year's sick leave accrual, the rate shall be at the regular daily substitute rate. Upon retirement, the teacher shall be paid for any unused and unpaid accrued sick days at the then substitute teacher rate up to a maximum of \$5,000.

Sick leave may be used for personal illness, injury, or care for members of the employee's immediate family. Immediate family shall be defined as father, mother, sister, brother, spouse, child, step-child, grandparents, aunt or uncle, in-laws of the same relationship as defined and other persons living within the immediate household or for whom the employee is legally responsible.

Upon approval of the building principal, each staff member may voluntarily donate up to five (5) of their accumulative sick leave days to staff who have exhausted all of their accumulative sick leave days.

A family leave may be taken on an intermittent or reduced schedule basis at the employer's option. The employee shall have the option of first using accrued paid leave credits during the leave. The remainder of any leave time will be unpaid.

### B. FUNERAL LEAVE

Five (5) days with pay shall be provided for the purpose of "immediate family" funerals as defined above. This may be extended upon approval by the Board and said extended days shall be deducted from accumulated sick leave.

### C. PERSONAL LEAVE

Each employee shall be provided with two (2) days of personal leave, with pay each year. This leave shall not be cumulative. The purpose of this leave is to conduct personal business that cannot be conducted at any other time. The employee shall provide at least three (3) days advance written notification to the principal except in the case of an emergency, at which time the employee shall notify the district as far in advance as possible.

### D. PARENTAL LEAVE

The board may grant parental leave of absence without pay or Board paid fringe benefits to any teacher for the purpose of child care upon written request of the teacher. Such leave shall not exceed one (1) year unless extended by the Board, and then only if requested by the teacher. Upon return from said leave, the teacher shall be restored to her same position on the salary schedule as when she left and be entitled to other benefits accrued prior to said leave. If an extension is requested by the teacher it must be placed in writing at least thirty (30) days prior to the expiration of the leave.

A teacher shall have the right to use any and all of her sick leave prior to going on an unpaid leave of absence.

Seniority and salary schedule step placement shall not be granted for such time on leave but the teacher shall not lose same while on leave.

E. JURY DUTY

Any teacher who is called to sit on a jury, shall not suffer any loss in pay for such time as she may serve the court. All compensation (less mileage and other court related expenses) received for serving on a jury shall be rendered to the district immediately upon receipt.

F. EDUCATIONAL LEAVE

Upon written request a teacher may be granted leave of absence without pay or Board paid fringe benefits not to exceed one (1) year, which shall be subject to renewal at the will of the Board.

Written notice to return shall be provided to the Board at least sixty (60) days prior to the ending date of the leave.

Upon return the teacher shall be returned to his/her same position and shall be placed on the salary schedule appropriately.

Seniority and salary schedule step placement shall not be granted for such time on leave but the teacher shall not lose same while on leave.

G. FAMILY AND MEDICAL LEAVE

1. Upon request, the employer shall grant unpaid leave of up to one year for the following reasons:
  - a) The serious health condition of the employee, or
  - b) The serious health condition of the employee's family, or
  - c) The birth of a child, or
  - d) The placement of a child for adoption or foster.
2. Seniority shall continue to accrue during the leave.
3. For the purposes of this provision, a child is defined as the biological, adopted, or foster child, or a step child, legal ward, or child of a person standing in loco parentis. Family member is defined under Section A, Sick Leave.
4. A pregnant bargaining unit member may commence the family leave before or after the birth of her child, at her option. The family leave is available to the bargaining unit member at the termination of her disability benefits, at the option of the bargaining unit member. The bargaining unit member may terminate the leave anytime after the birth of the child or in the event of the death of the child.
5. Upon return from the leave, the employee shall be returned to the position held immediately before the leave began. If the position no longer exists, the employee shall be returned to a position equivalent in pay, benefits, hours, and other terms and condition of employment.

**ARTICLE IX - MISCELLANEOUS**

**A. NO STRIKE CLAUSE**

During the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, or will any members or any teachers take part in, any strike including the concerted failure to report for duty, or will willful absence from her position, or stoppage of work, or abstinence, in whole or in part, from the full responsibility of the teachers' duties of employment with the Riverside School District.

**B. NO CHILD LEFT BEHIND**

The District and the Association agree that when the "No Child Left Behind" Act and/or its regulations directly impact the terms and conditions of employment, these provisions will be subject to negotiations between the parties.

**ARTICLE X - SALARY AND BENEFITS**

**A. SALARY**

Each employee will be placed on the appropriate step of the salary schedule (see Schedule A). Those employees who were employed in the district prior to 2003-2004 remained on the same step number of Schedule A through the 2008-2009 year. Those hired in 2006-07 or 2007-08 remained on the step level at hire through 2008-09. The step level is not equal to the years of seniority, the number of consecutively contracted years of experience in the Riverside School System. For the 2009-10 contract year, each teacher will move up one step level.

**B. EXPERIENCE CREDIT**

The district may provide for up to five years of experience credit when placing a newly employed teacher onto the salary schedule. The previous experience must be in a publicly recognized school district.

**C. BENEFITS**

The District shall provide to each full time employee the following MESSA PAK insurance programs at the single subscriber rates for a full twelve month period for each year of this Agreement at no cost to the employee:

PAK A (for those employees electing health insurance)

|                |  |
|----------------|--|
| Health         | Super Care 1 (2003 Revisions)<br>\$50 Deductible<br>\$2.00 Rx Copay (includes \$5,000 with AD & D) |
| Vision         | VSP-3 Plus Platinum  |
| Life Insurance | \$10,000 Term Life with AD & D   |
| Delta Dental   | Auto +   |
| LTD            | 90 calendar days-modified fill; 66 2/3 of salary up to a monthly maximum of \$4,000                |

I. NO CHILD LEFT BEHIND ACT

The District will reimburse employees for the cost of testing fees to meet the criteria for being classified "highly qualified." Payment will be made upon receipt of documentation of successful test results. The District will reimburse up to three (3) tests per year.

J. PROFESSIONAL DEVELOPMENT

Each teacher must attend at least one professional development activity outside the district annually. The Board shall pay registration fees, lodging, meals and mileage at the IRS rate for such activities with prior approval.

In the event that student instructional days are used for professional development but counted as student instructional days, and if teachers are given 30 days notice, teachers may be required to attend specific out-of-district professional development. The district shall pay registration fees, lodging, meals and mileage at the IRS rate for such activities.

If unable to attend the out-of-district professional development, teachers may be allowed to attend alternative Professional Development approved by the Principal. (It is understood that the hours in credit bearing college/university courses shall not qualify as an alternative.) The Professional Development must be completed within the current school year and attended when school is not in session. The Professional Development hours must be equivalent to hours spent in session for the out-of-district Professional Development. The district shall pay registration fees, lodging, meals and mileage at the IRS rate for such activities. Should the hours not be made up, the district will deduct, from the final pay for that school year, an amount equivalent to the teacher's hourly rate for the number of hours missed.

**ARTICLE XI  
CURRICULUM DEVELOPMENT AND SITE BASED DECISION MAKING COUNCIL**

1. Definition Site-based decision making is a joint planning and problem-solving process that seeks to improve the quality of life in the school and the delivery of quality education. It is a process through which those individuals responsible for the implementation of a decision at the building level are actively and legitimately involved in making the decision.
2. A Joint Instructional Council is hereby established. The Council shall be composed of an equal number of bargaining unit members, selected by the Association and representatives of the Employer. Expenses pertaining to the materials and clerical assistance needed by the Council shall be provided by the Employer.
3. The Council shall have the authority and responsibility to initiate and establish policies affecting the nature and design of the instructional program of the district. To this end the Council shall:
  - (a) Develop criteria for the ongoing evaluation of all instructional programs;
  - (b) Annually review and establish policies concerning all testing programs and instructional management systems.
  - (c) Review and make recommendations on all proposed pilot, experimental and/or innovative programs; and:
  - (d) Promulgate other policies relating to the district's instructional programs and curriculum, including the aligned instructional program for delivering the core academic program, and the identification of the courses and programs in which the core academic program is taught.

4. The Council shall consult with any person as necessary, and may appoint subcommittees or designate other established committees to assist the Council in meeting its responsibilities.
5. Changes in existing instructional policies and/or programs and proposed new instructional policies and/or programs must be reviewed and affirmatively approved by the Council prior to implementation.
6. The instructional program and instructional materials used in the district shall reflect the dignity and worth of all human beings. To this end the district shall develop and implement multi-cultural, gender fair education in all grade levels.
7. If student performance should cause the state to intervene in the management responsibilities of the district, the Council shall establish a subcommittee to develop a plan to move the district toward compliance with state requirements.

#### **ARTICLE XII - MENTOR TEACHERS**

1. 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. The Mentor Teacher shall be a member of the bargaining unit. Mentors will be assigned no later than September 1 of each school year.
2. Each bargaining unit member in his/her first three (3) years in the district shall be assigned a Mentor Teacher. 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.
3. Mentor Teachers shall be assigned in accordance with the following:
  - A. The Mentor Teacher shall be a tenured member of the bargaining unit.
  - B. Participation as a Mentor Teacher shall be voluntary.
  - C. Mentee shall only be assigned to one (1) Mentor Teacher at a time.
  - D. The Mentor Teacher assignment shall be for one (1) school year subject to review by the Mentor Teacher and Mentee after four (4) months. The appointment may be renewed in succeeding years.
4. 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 Board 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 Teacher 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.
5. Upon request, the Administration shall make available reasonable release time so the Mentor Teacher may work with the Mentee in his/her assignment during the regular work day. Where possible, the Mentor Teacher and Mentee shall be assigned common non-student contact time.
6. Mentees shall be provided with a minimum of fifteen (15) days of professional development instruction during their first three (3) years of classroom teaching. Professional development shall be scheduled within the parameters of the regular work day and work year.

## ARTICLE XIII: GRIEVANCE PROCEDURE

### A. DEFINITIONS:

1. The grievant is a person or persons claiming a grievance.
2. The term teacher includes individuals or groups who are members of the bargaining team.
3. A grievance shall be defined as an alleged violation, misinterpretation or misapplication of any provisions of this Agreement.

The grievance procedure may be used as an alternative to the Tenure Act to deal with issues that would normally be covered by said Act. If the teacher should select this alternative, said teacher shall so notify the Board President within thirty (30) days following the notice of intent by the District as provided for in the Tenure Act.

- B. An alleged grievance by a teacher or the Association shall be based on misapplication, misinterpretation and/or violation of the negotiated Agreement.

### C. PROCEDURE:

1. Any teacher shall present an oral grievance to his/her Principal within thirty (30) day from knowledge of the occurrence and have the oral grievance considered with or without the intervention of the Association. Any adjustment shall be consistent with the terms of this agreement. The Association representative shall be given the opportunity to be present at this adjustment.
2. If the grievance is not resolved at the oral level, the grievance must be submitted in writing on a grievance form to the building principal within ten (10) days after presentation of the oral grievance. The form shall be signed by the grievant and the Association Representative.
3. Within five (5) school days after the receipt of the written grievance, the administrator shall meet with the teacher and Association Representative in an effort to resolve the grievance. The administrator shall indicate his/her disposition of the grievance in writing to the Association Representative within five (5) school days of the meeting.
4. If the Association Representative is not satisfied with the disposition of the grievance, the grievance shall be transmitted to the Board of Education within five (5) school days.
5. Within five (5) school days after receipt of the written grievance, the Board of Education shall meet with the Association representative and the grievant. The Board of Education shall indicate its disposition of the grievance in writing within five (5) school days after such meeting.

### D. DEMAND FOR ARBITRATION:

The Association shall make a demand for arbitration and shall provide the District with a copy of said demand as filed with the American Arbitration Association. The decision of the Arbitrator shall be final and binding upon both parties. The expense and fees of the Arbitrator and the American Arbitration Association shall be borne by the loser of the Arbitration decision.

Powers of the Arbitrator are subject to the voluntary rules and regulations of the American Arbitration Association.

More than one grievance may not be considered by the Arbitrator at the same time except upon expressed written mutual consent.

Should a teacher fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a teacher fail to appeal a decision within the limits specified, or leave the employ of the Board, (except a claim involving a remedy directly benefiting the grievant regardless of his employment), all further proceedings on a previously instituted grievance shall be barred.

- E. The sole remedy available to any teacher for any alleged breach of this agreement or any alleged violation of his/her rights hereunder shall be pursuant to the grievance procedure: provided, however, that nothing contained herein will deprive any teacher of his right to pursue any legal statutory remedy.
- F. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall exert its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- G. The time limits at any level of the grievance procedure may be extended by written mutual agreement.
- H. Grievance material or reference thereto shall not be placed in any personnel office.

#### **ARTICLE XIV: DEDUCTION FOR PROFESSIONAL DUES**

Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association or pay a service fee to the Association equivalent to the amount of dues uniformly required of the members of the Association, less any amounts not permitted by law. The employer shall deduct the dues or service fee from the bargaining unit member's wages and remit same to the Association.

**ARTICLE XIV - DURATION**

This agreement shall be in full force and effect from July 1, 2006 through June 30, 2009, both dates inclusive. The parties may mutually agree to extend the terms of this agreement upon the stated expiration date.

**FOR THE BOARD:**

**FOR THE ASSOCIATION:**

\_\_\_\_\_  
Teresa McCain, President

\_\_\_\_\_  
Marlene Brown, President

\_\_\_\_\_  
Charlotte Wenham, Ed.D.,  
Bargaining Consultant

\_\_\_\_\_  
Rulesha Payne, UniServ Director



**SCHEDULE A**

**Salary Schedule**

**Riverside EA  
Schedule A  
2009-2010**

| <b>BA</b> |       | <b>BA+18</b> |       | <b>MA</b> |       |
|-----------|-------|--------------|-------|-----------|-------|
| 1         | 36885 | 1            | 38729 | 1         | 40664 |
| 2         | 37992 | 2            | 39891 | 2         | 41884 |
| 3         | 39131 | 3            | 41088 | 3         | 43140 |
| 4         | 40306 | 4            | 42321 | 4         | 44434 |
| 5         | 41515 | 5            | 43591 | 5         | 45767 |
| 6         | 42760 | 6            | 44899 | 6         | 47140 |
| 7         | 44043 | 7            | 46245 | 7         | 48555 |
| 8         | 45364 | 8            | 47633 | 8         | 50011 |
| 9         | 46726 | 9            | 49062 | 9         | 51511 |
| 10        | 48128 | 10           | 50533 | 10        | 53056 |
|           |       | 11           | 52049 | 11        | 54648 |
|           |       | 12           | 53611 | 12        | 56288 |
|           |       | 13           | 55219 | 13        | 57977 |
|           |       | 14           | 56875 | 14        | 59716 |
|           |       | 15           | 58582 | 15        | 61507 |
|           |       | 16           | 60339 | 16        | 63352 |
|           |       | 17           | 62149 | 17        | 65253 |
|           |       | 18           | 64014 | 18        | 67210 |
|           |       | 19           | 65935 | 19        | 69227 |
|           |       | 20           | 67912 | 20        | 71304 |

All teachers shall be placed on the appropriate step of the negotiated salary schedule.

The District shall provide half step (1/2) experience credit for any teacher who has worked more than ninety-one (91) days but less than one hundred and eighty-two (182) days in any school year. This work experience must be verified.

Note: Effective 2010-2011 school year – compensation reopener  
Effective 2011-20012 school year – compensation reopener

**SCHEDULE B**

**EXTRA DUTY ASSIGNMENTS**

The Board of Education shall determine the need for Schedule B positions on an annual basis. Tenure may not be earned in these positions. Stated percentages are based on the BA Base salary.

| <u>POSITION</u>        | <u>STIPEND</u>     |
|------------------------|--------------------|
| Grant writer           | 1% per application |
| Technology Coordinator | 3%                 |
| Purchasing Coordinator | 2%                 |
| Milk Coordinator       | 3%                 |
| Testing Coordinator    | 2%                 |
| Mentor(s)              | 2%                 |

PROBATIONARY TEACHER EVALUATION  
INDIVIDUALIZED DEVELOPMENT PLAN

The highest purpose of the evaluation process is growth - growth in the professional development of the person to be evaluated; growth in the ability of the evaluator to be of assistance in promoting this process; and growth in the effectiveness of the educational program of the school. The evaluation format described here is intended to be used when the evaluator and the evaluatee mutually agree on the desirability of this approach. This approach may be used instead of or as a complement to the standard format.

Steps in the process:

1. Pre-evaluation conference - Teacher and supervisor discuss the evaluation process and agree to follow this format. They should mutually agree on two to five objectives for improvement or growth to be met during the school year. Presumably the objectives will be related to the criteria of evaluation in the Evaluation Observation Form.
2. Development of a plan to implement the desired changes - Together, and perhaps with the assistance of others, Teacher and supervisor design a plan consisting of the following elements:
  - 2.1 Description of the results to be sought. (e.g. "To improve the quality of teacher-made tests" "To do a better job of individualizing instruction" "To develop a new instructional unit or units")
  - 2.2 Description of the means by which success shall be measured.
  - 2.3 Description in general terms of how the plan is to be implemented.
  - 2.4 Assignment of responsibilities of the Teacher and the supervisor in carrying out the plan.
  - 2.5 Establishment of a time line for implementation and evaluation.
3. Implementation of the plan
4. Evaluation conference - Objective data collected should be evaluated and a summary statement should be written and filed.

Tenured Teacher Evaluation

Name of Teacher: \_\_\_\_\_  
 Assignment: \_\_\_\_\_  
 Date Submitted to Teacher: \_\_\_\_\_  
 Date of Evaluation Conference: \_\_\_\_\_

Definition of Rating Terms:

Meets/Exceeds - Performance meets or exceeds the standards of the school district.

Needs Improvement - Performance in a specific area needs to be improved.

Unsatisfactory - Performance needs improvement to meet the standards of the school district.

Not Observed or Not Applicable - To be noted in comment section.

| Professional Practice   | M<br>e<br>e<br>t<br>s<br>/<br>E<br>x<br>c<br>e<br>e<br>d<br>s | N<br>e<br>e<br>d<br>s<br>/<br>I<br>m<br>p<br>r. | U<br>n<br>s<br>a<br>t<br>i<br>s<br>f<br>a<br>c<br>t<br>o<br>r<br>y | Comments |
|---|---|---|--|----------|
| I. Instructional Environment<br>A. Establishes and Maintains Positive Interaction with Students |   |   |  |          |
| B. Communicates Reasonable Expectations for Student Achievement                                 |   |   |  |          |
| C. Manages Student Behavior Effectively   |   |   |  |          |
| D. Uses an Effective Instructional Process  |   |   |  |          |
| E. Demonstrates Command of Subject Matter   |   |   |  |          |
| F. Makes and Implements Effective Plans   |   |   |  |          |
| G. Provides Physical Environment Which is Conductive to Learning                                |   |   |  |          |

\_\_\_\_\_  
Evaluators' Initials

\_\_\_\_\_  
Date

\_\_\_\_\_  
Teacher's Initials

\_\_\_\_\_  
Date

## Examples of Criteria for Professional Practices to be Evaluated

### I. Instructional Environment

- A. Establishes and Maintains Positive Interaction with Students
  1. Accepts and respects all students
  2. Promotes feelings of adequacy and success
  3. Sets good example for students
  4. Strives to meet individual needs of students
  5. Strives to develop student self-discipline, self-directed learning and individual responsibility
  6. Listens to students
  
- B. Communicates Reasonable Expectations for Student Achievement
  1. Recognizes and responds to individual differences
  2. Motivates and encourages students to achieve to their highest potential
  3. Holds students accountable for learning
  4. Uses techniques, methods and materials appropriate for age level
  
- C. Manages Student Behavior Effectively
  1. Maintains appropriate and effective discipline
  2. Establishes appropriate standards of behavior and consequences
  3. Applies standards equitably and consistently
  4. Uses positive reinforcement to encourage appropriate behavior
  
- D. Uses an Effective Instructional Process
  1. Conducts instructional activities resulting in interaction and involvement of students
  2. Utilizes a variety of instructional materials and methods
  3. Uses teaching procedures that are stimulating and effective
  4. Gives clear directions and explanations
  5. Provides appropriate student assistance
  6. Monitors learning and uses results to modify instruction
  7. Communicates objectives to students
  8. Provides learning activities consistent with lesson objectives
  9. Begins, conducts and concludes purposeful lesson/activities in a timely and efficient manner
  
- E. Demonstrates Command of Subject Materials
  1. Presents content in a manner that demonstrates knowledge of subject matter
  2. Presents information that is accurate, up-to-date and which follows district approved curriculum
  3. Responds to students' questions in an appropriate manner
  
- F. Makes and Implements Effective Plans
  1. Presents lessons reflecting adequate planning and preparation
  2. Organizes materials for efficient use
  3. Makes effective transitions from one activity to another demonstrating prior planning
  4. Provides plan information and directions to substitute teachers
  5. Develops and maintains systematic classroom procedures
  6. Implements plans which reflect program continuity
  
- G. Provides a Physical Environment Which is Conducive to Learning
  1. Maintains a safe environment
  2. Establishes a pleasant and positive classroom environment, i.e. charts, displays, bulletin boards
  3. Arranges classroom in a way which is conducive to learning.

| Professional Practice   | M<br>e<br>t<br>r<br>i<br>c<br>s<br>/<br>E<br>x<br>c<br>e<br>l<br>l<br>e<br>n<br>c<br>e | N<br>e<br>e<br>d<br>s<br>/<br>I<br>m<br>p<br>r. | U<br>n<br>s<br>a<br>t<br>i<br>s<br>f<br>a<br>c<br>t<br>o<br>r<br>y | Comments |
|---|--|---|--|----------|
| II. Professional Growth and Responsibilities<br>A. Engages in Professional Growth Activities            |  |   |  |          |
| B. Demonstrates Dependability in Professional Duties  |  |   |  |          |
| III. School Relations<br>A. Maintains a Relationship With Parents that Promotes Effective Communication |  |   |  |          |
| B. Maintains an Effective Working Relationship With Staff   |  |   |  |          |
| C. Maintains an Effective Working Relationship With Administration                                      |  |   |  |          |
| D. Conducts Self as an Appropriate Role Model   |  |   |  |          |
| Additional Comments:  |  |   |  |          |

Contract Recommendation for School Year:

\_\_\_\_\_

2<sup>nd</sup> Probation: \_\_\_\_\_

3<sup>rd</sup> Probation: \_\_\_\_\_

\_\_\_\_\_

Teacher's Signature

Date

First Year Tenure: \_\_\_\_\_

Continuing Tenure: \_\_\_\_\_

Not Recommended: \_\_\_\_\_

\_\_\_\_\_

Evaluator's Signature

Date

Teacher's signature above indicates awareness of the above and does not necessarily imply agreement with the content.

Original:

1 copy:

1 copy:

Superintendent

Principal

Teacher

- II. Professional Growth and Responsibilities
  - A. Engages in Professional Growth Activities
    1. Makes use of opportunities to keep current in areas of assignment, i.e. in-services, conferences, publications, media
    2. is open-minded to trying new methods, materials and techniques
    3. Provides appropriate input in curriculum
    4. Participates in building and district-wide committees, activities and meetings
  - B. Demonstrates Dependability in Professional Duties
    1. Is prompt in meeting deadlines in routine matters
    2. Is punctual in reporting for work
    3. Arrives at assigned station as scheduled
    4. Adheres to district and building policies and procedures
- III.
  - A. Maintains a Relationship With Parents that Promotes Effective Communication
    1. Interprets school system policies and objectives accurately
    2. Communicates to parents in a timely and appropriate manner about student achievement and conduct
    3. Initiates parental contacts, i.e. conferences, phone calls, newsletters
    4. Is prompt and dependable about meeting with parents as scheduled
    5. Deals effectively with parent comments and concerns
  - B. Maintains an Effective Working Relationship With Staff
    1. Accepts assigned responsibilities and is dependable
    2. Works harmoniously with other teachers
    3. Demonstrates a professional attitude towards colleagues and their subject areas
    4. Cooperates in planning instruction and developing materials
    5. Cooperates in using and sharing facilities, equipment and supplies
    6. Participates in decision-making and works with and through decisions which are made
    7. Can disagree in a non-destructive manner
  - C. Maintains an Effective Working Relationship with Administration
    1. Communicates with administrators in an effectively and timely manner
    2. Participates in non-instructional activities
  - D. Conducts Self as an Appropriate Role Model
    1. Exhibits professional appearance appropriate to assignment
    2. Uses correct grammar and sentence structure, both orally and written
    3. Demonstrates adaptability and self-control
    4. Is enthusiastic and positive in performance of duties

