

ARTICLE I

Preamble

The Board of Education and the Riverview Education Association recognize the mutual obligation to present a quality educational program for our children consistent with community resources. In order to effectuate the provisions of P.A. 379 of the Public Acts of 1965, the following Agreement is hereby effective the 1st day of September, 2008, by and between the BOARD OF EDUCATION OF THE RIVERVIEW COMMUNITY SCHOOL DISTRICT, Wayne County, Michigan, hereinafter called the "Board", and the RIVERVIEW EDUCATION ASSOCIATION, hereinafter called the "Association".

ARTICLE II

Recognition

Section 1

The parties recognize that the common concern of a school district is to provide for quality educational processes for the schools, the pupils, and the community. In so acknowledging this concern,

WHEREAS, the parties realize:

1. That the Board, under law, has the final responsibility for establishing policies for the District.
2. That teaching is a profession.
3. That the educational competence of the teacher and the education of the students are of mutual concern.

Section 2

The laws of the State of Michigan authorize public employees and public employers to enter into collective bargaining agreements concerning rates of pay, wages, hours, and other conditions of employment.

Section 3

A. The Board recognizes the Riverview Education Association as the sole and exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all certified personnel including personnel on tenure and probation, employed or to be employed by the Board (whether or not assigned to the public school building), working or on leave from a position as classroom teachers, guidance counselors, librarians, diagnosticians, speech, language and hearing therapists, special services teachers, social workers and REA members in extracurricular positions but excluding Superintendent, Assistant Superintendent, Business Manager, Principals and Assistants, Special Area Administrators, Director of Athletics, Psychologist, Aides, Clerks, and Paraprofessionals, Substitute Teachers, Administrative Interns, and those holding other positions which may be created which are administrative and/or supervisory and where the responsibilities of the position include, but are not limited to, directing, supervising, and/or evaluating the REA bargaining unit members.

B. The parties recognize that the REA has the right to represent laid-off teachers, those members employed as substitutes and those members employed in extracurricular positions. The right to represent does not entitle said persons to any benefits of this agreement unless it is specified in the agreement as a benefit for laid-off teachers, REA substitutes or members employed in extracurricular positions.

C. The terms “teacher, staff member, staff, REA, REA member, or employee”, when used hereinafter in this Agreement, shall refer to all certified members represented by the Association in the bargaining unit as defined and reference to female teachers shall include male teachers and vice versa.

D. In the event the current individual holding the position of Vocational Food Management Instructor/Director V.F.M.I. no longer holds that position, said position shall be part of the unit provided that the person accepting the position accepts said position under the terms and working conditions previously established by the District. In the event that this position is ever under the control of the Downriver Vocational Consortium, said position will be excluded from the bargaining unit.

ARTICLE III

Association Rights

Section 1 Agency Shop

Professional Dues or Fees and Payroll Deductions:

A. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association, including the NEA and the MEA. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct one-twentieth (1/20th) of such dues from the second regular salary check of the teacher in September and continuing until the twentieth (20th) deduction is completed. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by the following June.

B. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties shall, as a condition of employment, pay a representation fee to the Association as provided by law, payable to the Association (NEA-MEA-REA), provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in paragraph A of this Article. In the event that a teacher shall not pay such fee directly to the Association or authorize payment through payroll deductions, as provided in paragraph A, the Board shall immediately cause the termination of employment of such teacher upon being notified by the Association to do so. The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article is just and reasonable cause for discharge from employment.

C. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for membership dues or equivalent fee, the Board agrees to promptly remit to the Association, all dues and fees collected. The Association agrees to promptly advise the Board of all members of the Association in good standing and to furnish any other information needed by the Board to fulfill the provisions of this Article, if this information is not otherwise available to the Board.

D. The Association shall provide the Business Office with an updated list indicating the teacher's name and the amount of dues or fees to be deducted in accordance with paragraphs A and B, Section 1 of this Article. The list is due no later than 4:00 p.m. on the first payday of the school year. The Board agrees to advise the REA of newly hired teachers, teachers on leave of absence, and teachers terminating their employment.

E. The Association agrees to hold the Board harmless and to represent the Board in litigation, and to assume responsibility for legal fees and judgments resulting from the termination of a teacher under this Article.

Section 2 Right to Organize

Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every certified employee of the Board shall have the right to organize, join and support the Association for the purpose of engaging in collective negotiations and other lawful concerted activities for mutual aid and protection. As duly-elected bodies exercising powers under the laws of the State of Michigan, the Board and the Association undertake and agree that they shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan or of the United States.

Section 3 Association Utilization of School Facilities

The Association shall have the right to use school buildings and facilities without charge for professional meetings. Application for use of same shall be in writing and the request shall be prepared in two (2) copies and forwarded to the appropriate administrator at least three (3) days prior to the meeting. In emergency situations and by mutual consent, the time limit may be waived. The Association shall have use of all equipment at times and under procedures approved by the Principal or Superintendent of Schools. The Association agrees to reimburse the Board for any damage to equipment, materials, and supplies entrusted to its use and care.

The Board agrees to permit the Association the use of bulletin board space in the teachers' lounge in each building for the purpose of posting official Association notices. The authorized Association representative of each building shall sign his/her name on each notice unless said material is already identified as Association material.

Where school mailboxes are provided for teachers, the Board agrees to permit the Association the reasonable use of these mailboxes for the purpose of distributing official Association materials. All distributions shall be signed or appropriately identified as Association material prior to placement into the mailboxes. The parties mutually agree, however, that the primary purpose of the mailboxes is for school business. The Association agrees not to abuse this privilege.

Section 4 Information for Bargaining and Contract Implementation

The Board agrees to furnish to the Association information concerning the financial resources of the District and other information necessary or appropriate to enable the Association to administer this Agreement and to negotiate wages, hours, and terms and conditions of employment.

Requests for financial information shall be made through the office of the Superintendent.

Section 5 Academic Freedom

The Board recognizes and respects the right of the citizens to make suggestions for the improvement of public schools. In the best interests of quality education, the Board recognizes that no citizen or citizens can deny academic freedom to educators. The Board recognizes the educational profession's right and responsibility to insist that children must be free to learn. Teachers must be free to teach within their certified areas in accordance with the curriculum as set forth by the District. The Board and the Association agree to mutually support freedom in the pursuit of education.

Section 6 Right to Enter School Premises

Representatives of the Michigan Education Association or Riverview Education Association shall, upon notification to the Superintendent who, in turn, shall notify the building principal, be permitted to visit the various schools during the school day as long as the visit does not interfere with the building and classroom function.

Section 7 REA Association Days

The REA association days are to be used by the members of the bargaining unit for Association business. The total of all said released days shall be a maximum of twenty (20) days with the option to purchase a maximum of fifteen (15) additional days at the substitution rate, even though a substitute may not be required. It shall be the responsibility of the Association President to notify the personnel office indicating the amount of time to be used, who is entitled to this usage, and to confirm same in writing.

The preparation period of the REA President shall be scheduled in conjunction with either the start or end of the teacher's work day or lunch period and the President may utilize this

time for Association business. The Association President shall notify the Administration by May 15 as to his/her choice of the three options. His/her first choice shall be implemented wherever possible but in any case the Administration shall schedule one of the three options.

ARTICLE IV

Teachers' Rights and Responsibilities

Section 1 Acknowledgment of Legal Rights

Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws and regulations.

Section 2 Personnel File

Each teacher shall have the right, upon written request, to review his/her personnel file, which shall be kept in the central administration offices, in the presence of a witness, but such file shall not be removed from the office where it is kept. The teacher shall have access to his/her tenure evaluations, principal or other administrator evaluations, complaints, transcripts of college credits, and all other items.

Access to the file shall be limited to the teacher and administrators unless written consent is given by the respective teacher. Upon request, a copy of any material placed in a teacher's personnel file shall be given to the teacher, at his/her expense, so long as said requests do not exceed two (2) per year.

No material derogatory to a teacher's conduct, service, or character shall be placed in the file unless the teacher has had the opportunity to read, discuss and initial the material. The teacher shall have the right to answer any material and his/her answer shall be inserted into the file. The teacher's initials do not mean that he/she agrees with the content of said item, only that he/she has read it. If a teacher refuses to initial the material, the refusal shall be noted and the Association shall be advised of the refusal. The item shall then be placed in the personnel file.

A teacher may request the removal of any derogatory material placed in his/her personnel file and such request may be granted at the discretion of the Superintendent. Upon the teacher's request, all derogatory material placed in the personnel file shall be removed and destroyed no later than four (4) years after the date of insertion.

Section 3 Requisition of Books and Supplies

Teachers may requisition books and supplies from the lists of all levels to enable teaching at the level of the pupil.

Teachers shall be notified of their building supply order whenever possible.

Section 4 Teacher Discipline

A teacher shall not be reprimanded in front of anyone, other than administrators, except that the teacher may have the Association Representative present or any other Association

members of his or her choice, if the Association Representative is unavailable. Both parties shall also have the right to have their legal counsel present.

Section 5 Teacher Representation

A teacher may have the Association Representative and/or any other Association member of his/her choice present at any disciplinary conference or meeting.

Section 6 Changing Student Grades and Student Retention

The Board and the Association agree to comply with MCLA 380.1249 for all teachers. If a parent insists on a student's promotion against the recommendation of a teacher, the facts shall be noted in writing and placed in the student's academic file.

Section 7 Management of Students

The management of students during the work day is a part of each teacher's duty. Therefore, teachers agree to promote conditions which are conducive to self-discipline and good citizenship. Teachers shall have supervision of the hall during class passing. Working with students occasionally during these times is permitted. Teachers in the elementary school agree that recess is a necessary part of the educational program for this age group and shall be readily on hand to protect the safety of all children at all recess duties that are assigned in a reasonable and non-discriminating manner.

Section 8 Emotional and Discipline Problems

Teachers and administrators are expected to notify each other of any student who may be emotionally disturbed or a severe discipline problem. Procedures to be followed by the principal shall conform with the existing administrative policies, state and federal law, which will include early psychological support and social work assistance and serious consideration of the removal of such pupils from the class.

Section 9 Extracurricular Assignments

The Board and the Association agree that some supervisory responsibilities shared among the teachers on an equitable and voluntary basis are necessary at student functions and shall be paid for in accordance with Appendix E.

Section 10 Field Trips

Classroom groups and school sponsored organizations are encouraged to participate in field trips having educational and cultural value. Such trips are recognized as a valuable supplement to regular classroom activities and shall be deemed a necessary part of the school curriculum to the extent that resources permit.

Section 11 Use of Inter-com/Surveillance Cameras

The inter-communication system and/or surveillance cameras shall not be used for observation or evaluation of teachers.

Section 12 Substitute Teachers

Teachers shall have the right to review their substitute's report. The substitute's report form that is filed by the substitute is not intended to be an evaluation of the teacher.

Upon return to the classroom from an absence, the regular classroom teacher may submit a report on his/her substitute and forward a copy to the central office.

A teacher filling in for an administrator for a half-day or more will have a substitute teacher available to cover the classroom.

Section 13 Health Certificates

If a certificate of health is required for employment, the services of the school physician shall be available at Board expense. Teachers shall comply with the state requirement for Tuberculin Tests at their own expense. The Board shall schedule tuberculin tests either at the beginning or end of the school year for teachers choosing to take advantage of such scheduling.

Section 14 Resignations

All teachers are encouraged to notify the Superintendent as soon as possible of their intent to resign but in no event later than July 1. Should an individual resign after June 30 but prior to the start of the teachers work year or should an individual resign during the school year, the Board may grant termination benefits at its option.

Section 15 Complaint Procedure

If a teacher or a group of teachers have a complaint or problem which they have not been able to resolve, the teacher or group of teachers have the right to go to the Superintendent to express their thoughts or concerns about the situation. The Superintendent is not obligated to take action but will indicate, in writing, what action, if any, will be taken.

ARTICLE V

Management Rights and Responsibilities

Section 1 The Rights of Management

Except as provided herein, the Association recognizes that the Board on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and the United States, including the right:

1. To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees.
2. To hire all employees and subject to the provisions of the law to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees.

3. To establish grade levels and course 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 aides of every kind and nature.
5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignment of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities and the terms and conditions of employment.

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

Section 2 Faculty Meetings

A maximum of two building or district faculty meetings per month may be held extending beyond the teacher's regular day. Such extension, except in unusual circumstances or with the concurrence of the Association and the administration, shall not exceed forty-five (45) minutes beyond the teacher's work day. One of the two meetings shall be for the purpose of PA 25 activities, curriculum study and review, textbook review, North Central accreditation, and/or school improvement activities. In the event of any additional building faculty meetings, appropriate compensatory time shall be granted. Attendance at all faculty meetings is compulsory for all teachers. On the first day of school, each building shall establish days for faculty meetings.

Section 3 Parent - Teacher Conferences

Prior to scheduling parent-teacher conferences, a list of all families with two or more children in the school shall be made available. The individual teacher shall then schedule conferences for all students without siblings in that particular school. The administration shall schedule those families with two or more children in the school. Kindergarten teachers shall be granted a substitute so that they can complete the required parent-teacher conferences as in the past.

Parent-teacher conferences shall be scheduled in accordance with the calendar in each trimester for the high school and in both the fall and spring semesters for the middle school and the elementary schools.

Section 4 Open Houses

While an open house requirement will not be included in contractual language, the Union President will inform the teachers in writing of the open houses and strongly urge their attendance.

Section 5 Classroom Facilities

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both the Association and the Board.

Each classroom and faculty facility shall be clean, have proper lighting, ventilation, and heating to maintain comfort. Teachers and children will be relocated if classroom conditions become such as to endanger or be injurious to their health and/or safety and if conditions are prohibitive to the educational process.

Section 6 Outdoor Maintenance

The Board shall be expected to exercise reasonable care in that parking lots and sidewalks shall be cleared from snow and other debris in keeping with good health and safety standards for students and teachers.

Section 7 Teaching Supplies

A supply room will be maintained in all buildings, centrally located, if possible. These rooms shall contain all the necessary supplies used daily within the classrooms. These supplies will be available to teachers on an equitable basis.

Section 8 Office Space and Equipment

A lockable desk or a lockable two-drawer file cabinet shall be made available to each teacher. Where or when feasible, he/she shall also have office space available.

Section 9 Designation of Administrative Responsibility

The building principal shall inform the teaching staff of his/her building who will be in charge of the building in his/her absence. A teacher filling in for an administrator for a half-day or more will have a substitute teacher available to cover the classroom.

Section 10 Discipline Policy

It is understood that student discipline is the mutual responsibility of teachers and administrators. It shall be the responsibility of the Building Principals to inform their respective staffs of the discipline policy as adopted by the Board of Education. The Student Code of Conduct shall be enforced uniformly by teachers and administrators.

The Board of Education and administration shall support the teachers in administration of discipline and student control, consistent with the laws of the State of Michigan, including Section 380.1312 of the School Code.

Section 11 Standardized Tests

Required national and state level standardized tests given in the elementary schools during the school year shall be machine scored. Teachers shall not be required to administer

standardized tests before or after their scheduled work day or during their preparation period, to those students who have missed the regularly scheduled test session.

Section 12 School Closing

The superintendent shall notify radio station WJR, or other appropriate stations identified to teachers, of any emergency school closings beginning at 6:30 A.M. of the day involved. When a decision to close school for teachers has been made, the Board's representative shall inform the REA President. In said case, teachers shall not have to report to work.

If weather conditions dictate the closing of school while class is in session, teachers shall be dismissed fifteen minutes after students have been released. If school is closed for reasons other than weather conditions, teachers may be required to report to or remain at school provided their health, safety and well being is not jeopardized.

If state law necessitates reconsideration of the calendar or if the number of student days will fall below the number needed to receive full state aid, the Board and the Association shall schedule such days at the end of the school year but prior to exams and record days; excluding weekends unless otherwise mutually agreed upon by the parties.

Section 13 Obtaining Substitute Teachers

The Board shall make every reasonable effort to secure the necessary substitutes for teachers who are absent or are granted permission to leave the building when an emergency arises.

In the event a substitute is unavailable, teachers shall substitute for other teachers. Teachers may volunteer to substitute. If no substitutes are available, the building principal shall assign substituting to teachers on an equitable basis, a round-robin rotation of teachers on their preparation period. If teachers are required to substitute in areas outside their certification, they may alter the lesson plans for which they are not qualified so as to not endanger the health or safety of the teachers and students.

A self-contained class should have no more than two (2) substitutes during any one class hour.

Teachers substituting during their preparation period shall be paid the hourly rate in accordance with the Extracurricular Payment Schedule - Appendix E.

Section 14 Interruption of Classroom Instruction

Non-authorized supervisory and/or non-academic personnel shall not enter classrooms during the normal school day without the permission of the building principal or his/her designee and without the knowledge of the classroom teacher. Interruptions in the educational process are discouraged unless an emergency exists or the building principal grants the request with the knowledge of the classroom teacher involved, if class is in session.

There shall be no unnecessary intercommunications interruptions during normal classroom periods. Special time periods shall be set aside each day for announcements.

Section 15 Printing and Distribution of Master Agreement

It shall be the responsibility of each party to prepare sufficient copies of the tentative agreement for their membership to consider for ratification purposes.

Copies of the Master Agreement shall be prepared at the expense of the Board and presented to all teachers now employed or hereinafter employed by the Board.

The Board shall furnish the Association with sufficient copies of the Agreement for each member of the certified staff as soon as the printed copies are available. Distribution of this Agreement shall be the responsibility of the Association.

ARTICLE VI

Teaching Assignments, Vacancies, Transfers, and Promotions

Section 1 Teaching Assignments

Teaching assignments shall be made by the Superintendent of Schools.

In recognition of the fact that students are entitled to be taught by teachers working within their areas of competence, teachers shall not be assigned outside the scope of their respective teaching certificates, outside their major or minor fields of study, and in accordance with the regulations of the Michigan Department of Education and the guidelines set forth by “No Child Left Behind” legislation as interpreted by the Michigan Department of Education. Any assignments made to classes in grades 9-12 shall be taught by teachers possessing the minimum certification of a major or minor in the subject areas on their certificate, are qualified under the guidelines set forth by “No Child Left Behind” legislation as interpreted by the Michigan Department of Education, have sufficient hours to qualify under North Central requirements, and teaching experience in the assigned area within the last five (5) years, except the teaching experience requirement shall not apply to teachers with less than five (5) years seniority.

Whenever it is administratively possible, the principal shall allow teachers with appropriate qualifications the option to work with classes of varying grade and achievement levels.

Section 2 Job Sharing

1. Job sharing shall mean the occupation of a single staff position by two (2) individuals. In order for a job-shared position to be considered, the two (2) individuals must each complete an application (Job-Sharing Agreement) on a form mutually agreed upon by the Board and the Association. The job-sharing form must be completed within two (2) weeks after the tentative assignments for the following year are made to the staff.

2. A maximum of four (4) full-time positions for the purpose of job sharing may be made available at the discretion of the Board, upon recommendation of the Superintendent, and within the allocated staff positions for the current school year.

3. The Board may approve shared positions to a maximum of four (4) for the following school year subject to the following conditions:

a. Job-sharing positions shall terminate August 31 of each year and each partner shall be eligible for a full-time assignment if possessing the sufficient seniority.

b. Job-sharing assignments may continue for more than one (1) year but must involve the completion of another job-sharing assignment form and its subsequent approval.

c. Upon approval of the application as set forth in paragraph 2 above, job-sharing teachers shall have agreed to job sharing and will not be able to withdraw or modify their application or move to a full-time position during that job-sharing year.

d. Students shall not be rescheduled to create a job-shared position.

e. Job-sharing teachers must have tenure in the Riverview Community Schools.

f. An agreement by the teacher partners that joint planning shall be undertaken whenever they have joint responsibility for the same students. In order to accommodate this requirement, individual arrangements will be made with the administration prior to implementation.

g. The Board and the Association shall work closely together on the implementation and evaluation of the job-sharing program.

h. No teacher in the district shall be involuntarily transferred in order to create job-sharing positions.

i. Job-sharing teachers shall attend contractually required meetings, and complete necessary forms, reports and student grades.

4. Job-shared positions shall be compensated as follows:

a. An individual teacher's salary shall be determined based on the percentage of time that teacher is assigned to students compared to the total time a full-time teacher is assigned to students. The percentage for each teacher shall be applied to his/her annual salary. The experience and educational step for the teacher shall be the same as he/she would be entitled to if employed on a full-time basis. This step shall determine the base salary from which the salary fraction shall be computed.

b. Seniority shall be granted in accordance with provisions set forth in Article X, Section 2.

c. Scheduled absence days shall be pro-rated in accordance with paragraph 4a of Article VI, Section 2.

d. The dollar amount for fringe benefits shall be pro-rated in accordance with paragraph 4a of Article VI, Section 2. Each teacher shall subscribe to any benefit requiring total group participation. Any additional benefits purchased in excess of the

remaining allocated amount shall be paid for by the teacher via payroll deductions.

e. Preparation time shall be pro-rated in accordance with paragraph 4a of Article VI, Section 2.

5. Job-sharing teachers are covered under all provisions of the Master Agreement except as modified by Article VI, Section 2.

Section 3 Part-Time Positions

1. Part-time employment shall mean any position less than full-time employment that is not a job-shared position.

2. A maximum of five (5) full-time teachers as defined in Article II, Section 3, may be granted part-time employment. Extenuating circumstances may raise the above number of teachers eligible for part-time work if mutually agreed upon by the Association and the Administration.

3. Part-time assignments shall be governed by the following:

a. No teacher shall be involuntarily transferred in order to create part-time positions.

b. Teachers shall apply, in writing, for a part-time position by May 1.

c. If more than one (1) teacher applies for the same part-time position, seniority shall be the deciding factor.

d. Teachers shall complete a Part-Time Position Agreement Form which has been mutually agreed to by the Association and the Administration and is attached as Appendix A. If approved, the teacher signing this agreement shall not be able to withdraw from or modify the agreement or move to a full-time position during that year.

e. A part-time assignment shall terminate at the end of the contractual school year and the teacher shall be returned to a full-time assignment if possessing sufficient seniority.

f. Any teacher seeking additional part-time employment must reapply.

g. Part-time assignments which remain after all assignments have been made shall first be offered to laid-off teachers. Refusal to accept a part-time position shall not jeopardize said teacher's right to recall to a full-time position. A teacher who is recalled to a part-time position may move to a full-time assignment if a position becomes available for which he/she is eligible based on certification and seniority. In the event no laid-off teacher accepts a part-time position, administration shall fill the position with a new hire.

h. All part-time teachers will be required to attend all contractually required meetings, and complete necessary forms, reports and student grades.

4. Part-time positions shall be compensated as follows:

a. An individual teacher's salary shall be determined based on the percentage of time that teacher is assigned to students compared to the total time a full-time teacher is assigned to students. The percentage for each teacher shall be applied to his/her annual salary. The experience and educational step for the teacher shall be the same as he/she would be entitled to if employed on a full-time basis. This step shall determine the base salary from which the salary fraction shall be computed.

b. Seniority shall be granted in accordance with provisions set forth in Article X, Section 2.

c. Scheduled absence days shall be pro-rated in accordance with paragraph 4a of Article VI, Section 3.

d. The dollar amount for fringe benefits shall be pro-rated in accordance with paragraph 4a of Article VI, Section 3. Each teacher shall subscribe to any benefit requiring total group participation. Any additional benefits purchased in excess of the remaining allocated amount shall be paid by the teacher via payroll deductions.

5. Preparation time shall be pro-rated in accordance with paragraph 4a of Article VI, Section 3.

6. Part-time teachers are covered under all provisions of the Master Agreement except as modified by Article VI, Section 3.

7. The Board and the Association shall work closely together on the implementation and evaluation of the part-time teacher program.

Section 4 Vacancies

A. Teaching Vacancies

Vacancies shall be defined as the openings that exist after transfers have been made except as set forth in Article VI, Section 5, Letter D.

A teaching vacancy shall exist when it becomes known that a teaching position is to be vacated by a teacher for a period of ninety (90) days or more. Vacancies occurring during the school year shall be posted to the entire REA membership during the teachers' work year as soon as such vacancies occur, with successful applicants being placed the following year unless the Board determines for instructional reasons to transfer the successful bidder immediately.

When vacancies are filled on a temporary basis every attempt will be made to fill the position, within thirty (30) working days, with a properly certified and qualified teacher, provided a bargaining unit member does not have a statutory or contractual right to return to the vacancy during the school year or on the first teacher duty day in the subsequent year. It is the intent of this Article not to use substitute teachers in lieu of hiring personnel.

B. Vacancies in any vocational programs shall be posted and filled in accordance with Article VI, Section 4A.

C. Administrative Vacancies

All teachers shall be notified of administrative vacancies and qualifications for each position, as soon as a determination has been made to fill the position. This provision does not apply to RAC positions to be filled by members of the RAC (current employee or on lay-off) and positions which are temporary in nature, i.e., a semester or less.

D. Summer Notification of Vacancies

During the summer recess, all teachers shall be contacted by telephone or letters shall be sent to teachers at the summer address on file in the personnel office within five (5) days from the date of notification of the teaching or administrative vacancy. Interested teachers shall notify the personnel director as soon as possible, but in no event later than ten (10) days from the date of postmark or from the date of the telephone call. Teachers shall make arrangements, if necessary and if possible, to discuss the matter with the personnel director.

Section 5 Teacher Transfers

A. Request for Transfer

Prior to April 30 of each year, any teacher desiring to transfer may submit in writing, with a copy to his/her building principal, such request to the personnel office. Said request shall be effective for only one (1) school year. Requests must be renewed yearly, and shall be acknowledged by the personnel office.

B. Transfer to a New Position/Vacancy

1. A new Position shall be defined as a position which has not previously existed in the district. It does not refer to additional sections of the various grades at the elementary level or a split class which had previously existed at the elementary level; nor does it refer to a new grouping of classes comprising an assignment at the junior high and/or high school level.

2. Vacancy shall be defined as set forth in Article VI, Section 4.

3. When a New Position has been created or a vacancy occurs, it shall be posted along with the certification required for the position and the qualifications related to the position. All teachers shall have a period of five (5) days during the school year and according to the provisions of Article VI, Section 4, Part D during the summer recess to apply for the position. For purposes of this section the determination of qualifications shall include: major and minor fields of study, evaluation rating, applicable accreditation standards including those set forth by the "No Child Left Behind" legislation, certification, applicable related experience and seniority. Where two (2) applicants have equal qualifications, the individual with the most seniority shall be awarded the position.

4. Vacancies created by voluntary transfers due to seniority shall be filled at the discretion of the Superintendent. Only one (1) voluntary transfer per teacher may be granted per year.

C. Voluntary Transfer to New Assignment

1. A new Assignment shall be defined as a transfer from one building to another, from one grade level to another grade level in the same building, from his/her minor to major field of study, or vice versa, or from one area of discipline to another. It will also include transfers to open positions due to reinstatements of previously curtailed programs, retirements, resignations, leaves-of-absence, or lay-offs.

2. In the event a teacher submits a letter requesting a transfer, the following procedure, where applicable, shall be followed:

a. An interview with the personnel director shall be held if requested by the personnel director or applicant.

b. During the summer months this procedure may be waived and Article VI, Section 4, Letter D shall be implemented.

The personnel director shall then notify the teacher of his/her decision. In the event the teacher is denied the transfer, he/she may request that the Superintendent review the decision. The Superintendent shall then review the transfer request and all factors involved and render a decision. The Superintendent's decision shall be in writing and shall be final. The teacher shall be provided with a copy of his/her decision.

D. Transfer Due to Job Elimination/School Closing

1. Job elimination refers to an individual whose entire assignment is in a program, grade level, or subject area which has been completely eliminated throughout the district.

2. A school shall be defined as closed when the school district's regular educational program is no longer held in the building.

3. When a job is eliminated or a school is closed, prior to any other transfers being made, the individuals identified above who have been affected by a school closing/job elimination shall be allowed to select from the identified list of vacant positions for the coming school year. Vacant positions are determined after the scheduling of students has been completed and the remaining staff has been temporarily placed in a position comparable to those held the previous year. The individuals so identified shall be allowed to select a position for which they are certified with the most senior teacher being given first choice.

Individual teachers so assigned shall, within two years from the date of the assignment, become fully qualified for the position, meeting not only certification standards, but North Central Accreditation standards, as well.

E. Transfers Due to Program Reduction/School Reopening

1. Program reduction shall be defined as a program which is reduced from that which was offered in the previous school year.

2. A school reopening shall be defined as the reinstatement of the school district's regular educational program in a previously closed building.

3. When a program is reduced or a school is reopened, transfer requests for change of assignment shall be considered. Such assignments shall be at the discretion of the Superintendent.

F. Involuntary Transfer

Involuntary transfers involving a change of building, elementary grade assignment, and a secondary area reassignment are to be minimized. After notice is given to the affected teachers and the REA President of the pending transfers, but prior to implementing the transfer, the Superintendent and/or his/her designee shall meet with the REA President and Vice President and the affected teachers to discuss the reasons for transfer. The REA is encouraged to propose alternative assignments and their suggestions shall receive consideration but the Superintendent shall make the final decision on all involuntary transfers.

Section 6 Administrative & Supervisory Positions

A copy of the job description of administrative and supervisory positions as they relate to teachers shall be made available to teachers. Those candidates from within the school system who meet the criteria established by the Board for such a position shall be considered for appointment to said position, but it shall be entirely within the discretion of the Board to appoint the individual it feels is best qualified.

Section 7 Student Teachers

The Board and the Association agree to mutually abide by the guidelines and resolutions established for the student-teacher program as they exist. The Board shall provide the REA President with a copy of the guidelines and resolutions.

ARTICLE VII

Leaves of Absence

Section 1 Military Leave

Any teacher who may enlist or be conscripted into the Defense Forces of the United States for military service or training or into the Peace Corps or Vista, upon honorable discharge, shall be reinstated to a teaching position for which he/she is certified provided the individual possesses sufficient seniority to hold a position. Full credit for military leave shall be granted including seniority accrual and the annual increment(s) under the salary schedule.

Request for return from military leave must be made within ninety (90) days after the date of the teacher's honorable separation from service.

Those benefits accumulated prior to the effective date of the military leave shall be carried forward and credited to the teacher upon return to employment at the termination of the leave. Payment for accumulated leave days may not be granted during the term of such leave.

Section 2 Advanced Study Leave

Upon the recommendation of the Superintendent, the Board may grant a leave of absence of one (1) year or one (1) semester, without pay and subject to extension at the discretion of the Superintendent and the Board, for advanced study in an accredited educational institution.

A teacher on leave for a year's graduate study beyond the Master's level shall be allowed a year's credit on the salary schedule, provided he/she satisfactorily completes his/her graduate study and has previously submitted his/her course of study in writing to the Superintendent.

Section 3 Sabbatical Leaves

Sabbatical leave may be granted to teachers holding Master's degrees. The purpose shall be for further advanced education, for duly sanctioned publication, for research in the advancement of education, or for participation in a special project.

One (1) year of sabbatical leave may be granted after seven (7) years of satisfactory professional services in the Riverview School system. A second sabbatical leave may be granted upon seven (7) years service after return from the first such leave.

Not more than two percent (2%) of the qualified teachers may be granted such leave in any one year. Applications shall be made on forms supplied by the Superintendent's office and shall be approved in order of application. The application shall state information of purpose, specific plans, and program to be pursued.

Sabbatical leave shall be for the equivalent of a school year of forty (40) weeks. If extenuating conditions suggest that such leave be divided into two discontinuous half-year periods of twenty (20) weeks each, the approval of the Superintendent shall be necessary.

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

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

A teacher on sabbatical leave shall be paid at three-fourths of the contract salary being received by him at the time leave is granted. This contract salary does not include remuneration for extra duties. Such payment is to be made in three (3) equal installments.

1st Installment will be paid upon commencement of sabbatical leave.

2nd Installment will be paid at the end of the second year of service.

3rd Installment will be paid at the end of the third year of service.

If the individual does not return for a year's service to the District after the sabbatical leave, the First Installment will be repaid to the District.

The salary increment shall be recognized during the sabbatical leave.

Section 4 Maternity and Child Care Leaves

A. Maternity Leave

Application must be submitted in writing, at least sixty (60) calendar days prior to the requested starting date to provide the District ample time to obtain a replacement provided that such notice will be waived in cases of emergency. The application letter shall be directed to the personnel office and include a doctor's statement certifying the pregnancy, estimating the delivery date, and recommending a calendar date for the last date of work.

The starting and ending date shall be governed by a physician's statement. The Board reserves the right to request a certification statement from the individual's physician and to have another physician examine and certify an individual's capability to work or return to work provided the Association agrees to the selection of an independent physician. Upon such certification by either the individual's physician or an independent physician, the individual will return to work on the date set forth in the physician's certification statement. Failure of the employee to return to work at the stated time shall automatically terminate employment. During the leave, individuals will receive the following benefits: Hospitalization, Life Insurance, Dental, Vision, Scheduled Absence Days, Seniority, and L.T.D.

An individual who elects to use scheduled absence days to cover this period may do so but cannot have a maternity leave consecutively.

Upon return from a maternity leave, a teacher shall be assigned to the same position, if available, or otherwise to a position for which she is certified and has sufficient seniority to be eligible for a position.

At the termination of a maternity leave, a teacher may request a child care leave due to extenuating circumstances which may be granted at the discretion of the Board in accordance with Article VII, Section 7 and Article VII, Section 4(c).

B. Pregnancy - Disability Leave

A pregnancy resulting in disability shall be treated in the same manner as any other disability as set forth in Article XXI, Section 2.F.

C. Child Care Leave

1. Application must be submitted in writing, at least sixty (60) calendar days prior to the requested starting date to provide the District ample time to obtain a replacement, provided that the sixty (60) day notice will be waived in cases of emergency.

2. The starting and ending dates may be at the discretion of the employee provided the starting date is not later than the authorized last day of work and the leave does not extend for a period of more than one (1) year from the starting date. The Board is under no obligation to return the employee earlier than the ending date requested except as provided by the Family and Medical Leave Act of 1993.

3. Notwithstanding the provisions of paragraph 2 above, in the event circumstances arise which result in the loss of the child, the employee may request reinstatement, in writing, within thirty (30) calendar days of the incident (loss) and the Board shall re-employ the individual at its discretion within forty-five (45) calendar days of receiving the request for reinstatement.

4. During this leave, the individual is not entitled to any benefits, seniority, pay, or use of scheduled absence days. Failure of the individual to return to work at the termination of this leave shall automatically terminate employment unless it has been extended at the discretion of the Board in accordance with Article VII, Section 7. An increment shall be granted for the returning individual for the next school year in the event the individual worked fifty percent (50%) or more of the two hundred (200) contract days during the school year the leave was granted except as provided by the Family and Medical Leave Act of 1993.

5. An individual is not entitled to use any available scheduled absence days to extend the Child Care Leave except as provided by the Family and Medical Leave Act of 1993.

Section 5 Medical Leaves

A teacher shall be eligible to apply for a leave for medical reasons other than those covered by Section 4. Medical leaves of absence shall be applied for in writing and the application shall contain supporting medical information confirming the illness or disability. Medical leaves shall be granted at the discretion of the Board. During the leave, the individuals shall receive the following benefits: Hospitalization, Life Insurance, Dental, Vision, Seniority, and L.T.D. The medical leave shall be for a maximum of ninety (90) days.

At the end of the medical leave, the employee must have been granted an extended medical leave, qualify for another type of leave provided for in the contract, retire, report to work, or he/she shall be terminated. Extended medical leaves shall be granted at the discretion of the Board. During the extended medical leave, the following benefits shall apply: Hospitalization, Life Insurance, Dental, Vision, Seniority and L.T.D.

The Board may require an examination by the Board's physician at the time the medical leave/extension is applied for or at any time during the leave.

Upon return from leave, a teacher shall be assigned to the same position, if available, or otherwise to a position for which he/she is certified and has sufficient seniority to be eligible for a position.

Medical leaves and extensions covered by the Family and Medical Leave Act of 1993 shall be granted by the Board.

Section 6 Leaves Covered by the Family and Medical Leave Act of 1993

Upon request, leaves covered by the Family and Medical Leave Act of 1993 shall be granted by the Board. Benefits and provisions of said leave shall be in accordance with law and the Master Agreement. The Board of Education will only require substitution of the Family and Medical Leave Act for leaves permitted under the collective bargaining agreement, where allowed by the act.

Section 7 Other Leaves of Absence

Other leaves of absence shall be applied for in writing and, if granted, permission shall be in writing. Other leaves shall include, but not be limited to, cultural travel; work experience and/or research related to education; National Teacher Corps; exchange or overseas teaching; and personal reasons. The Superintendent shall submit all applications for leaves of absence to the Board for approval. Leaves of absence may be granted for a period of up to one (1) year. Extensions of this leave may be granted in one (1) year intervals. A teacher returning from a leave of absence granted according to this section shall be granted a position for which he/she is certified. Such leave shall be without pay, benefits and increment.

Section 8 Extension of Leaves

If requested, the Board, at its discretion, may extend a leave.

ARTICLE VIII

Jury Duty and Subpoena

Section 1 Jury Duty

In case of a summons to jury duty in any court hearing, all employees covered under this Agreement shall be granted the privilege of exercising their individual rights of good citizenship by accepting said jury summons. The teacher, however, shall report for work on those days of the week when by court rule or custom no jury trials are conducted, or the jury panel is not required to be in attendance.

Any teacher summoned to jury duty shall be paid his/her full salary for each working day of absence, provided that the teacher pays the Board the jury fee.

Section 2 Subpoenas

Any teacher summoned by a subpoena as a witness into any court hearing shall be paid his/her full salary for each working day absence provided that the teacher pays the Board the subpoena fee. The subpoena compensation shall be limited to actions of the following nature:

1. Felony cases.
2. Major accident cases.
3. Other cases relevant to Riverview Board of Education, not involving the REA.
4. No minor offenses or any cases involving personal gain through lawsuits shall be compensated by the Board of Education.

ARTICLE IX

Scheduled Absences And Bereavement Days

Section 1 Scheduled Absence Days

A teacher shall be allowed twelve (12) scheduled absences per year. The scheduled absences will be earned on a pro-rata basis, equally spread over the two hundred (200) day work year. Each teacher shall have immediately available for use his/her entire scheduled absence for the current year.

Beginning with the second year, a teacher shall be entitled to all of his/her accumulated scheduled absence available on the first official day of school even though he/she may be unable to report for duty on that day. In the event that a teacher terminates his/her employment prior to the end of the school year, deductions shall be made from the final salary check for scheduled absences used in excess of his/her earned accumulated scheduled absence days. If the amount due the teacher as a final check is not sufficient to cover the used but unearned scheduled absence days, he/she shall, within two (2) weeks, reimburse the school district for such deficiency.

Credit shall be given a teacher for the unused portion of his/her scheduled absence allowance at the end of the service year and said scheduled absence days may be accumulated to a total of two hundred (200) days provided, however, said accumulated scheduled absence days may only be used for the personal illness of the employee, care of family illness, maternity leave, or bereavement as defined in Article IX, Section 2, unless approval is obtained from the Superintendent or his/her designee.

A teacher in good standing who terminates his/her employment shall receive a flat rate of sixty-five dollars (\$65.00) per day for all accumulated scheduled absences up to thirty (30) days. Any bargaining unit member hired after January 1, 1997, shall not be entitled to this benefit, but shall receive a severance payment determined by multiplying the number of scheduled absence days accumulated by sixty-five dollars (\$65.00) per day but not to exceed \$1,300.00.

When a teacher dies, is permanently disabled, or qualifies for retirement under the Michigan Public School Employee's Retirement Fund and terminates his/her employment, he/she shall receive payment at the rate of one hundred fifty dollars (\$150.00) per day for all accumulated scheduled absence days, the maximum being sixty-eight (68) days. Any bargaining unit member hired after January 1, 1997, shall not be entitled to this benefit, but shall receive a severance payment determined by multiplying the number of scheduled absence days accumulated by sixty-five dollars (\$65.00) per day but not to exceed \$2,600.00.

USE OF SCHEDULED ABSENCE DAYS

- A. The twelve (12) scheduled absence days earned each year may be used non-consecutively as in the past, except as provided herein.
- B. Scheduled absence days may not be used for vacation.
- C. Scheduled absence days may not be used consecutively for any reason other

than personal or family illness unless approved by the Superintendent or his/her designee. Once each year a teacher may use three (3) consecutive days for personal business other than for vacation or recreational purposes provided at least one (1) day's advance notice is given to the District. If three (3) or more consecutive days are used for personal or family illness, the district may require medical verification from the teacher.

D. If a teacher requests a waiver of the conditions set forth in "B" and "C" above, the request may be granted at the discretion of the Superintendent.

E. Absences shall be charged against a teacher's allowance only when the absence occurs on a regularly scheduled school day.

F. If a teacher is engaged in business or activities under the direction of the Board, that teacher shall not be regarded as absent, even though such activity might require the teacher's presence in a place other than that of his/her normal assignment.

The following items constitute examples of professional business for which approval must be obtained in advance from the Superintendent:

1. Visiting days to other schools;
2. Professional conventions;
3. Speaking engagements;
4. Workshops concerning student's instruction.

G. Scheduled absence days shall not be used for extending a scheduled school holiday or vacation unless the absence is approved by the Superintendent in writing. A claim of illness shall not be considered an extension of a holiday or vacation.

H. The REA shall encourage its members to adhere to the intent of the provisions of this Article.

Section 2 Bereavement Days

Bereavement days, within the limits set forth below, are provided for staff members experiencing death in their immediate family. The bereavement day allocation is designed to meet basic needs for bereavement and attending to personal matters of the deceased relatives listed within the time period set forth below. Bereavement days are in addition to the scheduled absence day allotment and are limited to use where time off would have previously required the use of a scheduled absence day. Attendance at the funeral is required for the use of bereavement days unless waived at the discretion of the Superintendent.

Bereavement days are only provided for deaths which fall during the period of time beginning with the initial teacher's work day of the school year and ending with the last work day of the school year subject to the following additional conditions. The appropriate number of days indicated below are only available for possible usage during the time period as defined:

Time Period: Consecutive days shall be determined by the employee within the time beginning with the day of the death of the relative (the day after the event the employee did not miss any work due to late knowledge of the death), and continue to midnight of the last day of the appropriate allocation for a given relative, i.e. for an aunt, the time period would end on the second day after the funeral. If Saturday, Sunday, holiday, or vacation days should fall during the defined time period, some or all of the allocated days will be lost to the employee since they are not required during the defined time period. Bereavement days are not cumulative and are not limited to one (1) occurrence per relative type. There will not be any pay for bereavement days not used or payment for bereavement days in addition to the employee's regular pay.

Allocated Days:

- | | |
|---------|---|
| 5 days: | Employee's spouse or child; |
| 3 days: | Employee's immediate family
(employee's mother, father, brother,
sister, grandchild); |
| 2 days: | Other immediate family (employee's
grandparents, mother-in-law, father-in-law, current
daughter-in-law and current son-in-law); |
| 1 day: | Employee's aunt, uncle, niece or nephew. |

The form for reporting bereavement days is set forth in Appendix F. The form may be completed by the employee's designee but must be signed by the employee. The employee's signature verifies the accuracy of the information contained on the form.

Section 3 Notification of Absence

Teachers are encouraged to notify the administration as soon as they know there is a need for a substitute teacher.

Teachers shall notify the Administration of the need for a substitute by 6:30 a.m. unless a serious emergency arises and can be substantiated. Such notification shall be by telephone, or if prearranged, by a written notification.

The message-taking device shall allow teachers to report their absence at any time up to 6:30 a.m. The telephone number for the message-taking device shall be 282-7711.

Section 4 Sick Bank

The Board and the REA agree to the establishment of a Sick Bank Committee. The Sick Bank Committee shall consist of three teachers appointed by the REA and three persons appointed by the Board. Eligible teachers who have exhausted their accumulated scheduled absence days and have the approval of the Committee shall be entitled to receive additional leave days from the sick bank for a period not to exceed a total of ninety (90) calendar days in a thirty

six (36) month period. Under no circumstances will a teacher be awarded more sick days than necessary to qualify for long term disability insurance. A quorum for a meeting of the Sick Leave Committee shall be six people. Either the Board or the REA may send representative(s) by proxy.

The sick bank shall be for eligible teachers, defined as teachers employed by the District, who shall donate one (1) day to the sick bank. Any teacher that has not donated a day to the current sick bank shall donate a day upon ratification of this contract, or upon their hiring by the District. This total shall, on a one time basis only, be matched by the District. Should the number of days within the sick bank fall below fifty (50), the teachers may be requested to donate additional scheduled absence days upon a majority vote of the teacher members of the Sick Bank Committee.

The sick bank shall not be utilized for other than serious illness of the teacher. Serious illness shall not include, by way of example: common flu, common cold or voluntary surgery. Upon complete utilization of accumulated sick days there shall be a five (5) work day waiting period prior to sick bank eligibility being achieved.

The decision of the Sick Bank Committee regarding the qualifications of a teacher for a grant from the sick bank and the number of days granted shall be final. Sick days shall not be granted without complete medical verification, provided on a form developed by the District and approved by the Committee.

A sick bank member upon return to active employment must contribute one (1) accumulated scheduled absence day every ninety (90) days until the sick bank is made whole for all days used by the member.

ARTICLE X

Reduction in Personnel and Services

Section 1 Reduction in Personnel

1. When due to a substantial decrease in student enrollment and/or district revenue, the Board determines that a reduction in teaching personnel is necessary, the Board will give written notification to the Association and shall retain those teachers who have the greatest seniority so long as they possess the necessary certification, meet North Central Accreditation standards, and meet the Highly Qualified standards of “No Child Left Behind” as interpreted by the Michigan Department of Education for the available positions.

2. In the event of a lay-off, the Board will provide that teachers will be recalled in the reverse order of lay-off, as a position becomes available for which they are certified and meet the Highly Qualified standards of “No Child Left Behind” as interpreted by the Michigan Department of Education.

3. If possible, total departments will not be eliminated to affect staff reduction.

4. The parties agree to abide by duly enacted legal regulations of the Michigan Department of Education relative to the use of paraprofessionals.

5. Laid-off teachers will be given preference in hiring substitute teachers according to district seniority, unless not expressing an interest.

6. The Board may lay-off, provided that irreparable harm; inability to pay; or a proportionate reduction of student enrollment can be shown.

Section 2 Seniority

1. All certified employment in the District shall be utilized for seniority purposes and shall be defined as time of service.

2. For all employees hired on or after July 1, 1976, the following criteria shall apply in determining seniority rankings:

a. One (1) month's credit is given for any work performed during a given month.

b. Ten (10) months' credit is equal to one (1) year. No more than ten (10) months' accrual can be credited from September 1 through August 31 of each year and is only earned for work performed at the salary schedule rate and not the Appendix E rate for extracurricular activities.

3. The following tie-breaking procedures shall be implemented in sequence for individuals who have the same years and months of service until the tie is broken:

a. Initial date of work.

b. Date contract is signed by employee.

c. Time of day in point b, when contract is signed.

d. Date the Board took action.

e. Most total teaching experience.

f. Highest degree.

g. Most hours beyond highest degree.

4. Any employee hired on or after July 1, 1976, who had previous certified service with the District and severed such service, shall not be entitled to their previous earned seniority but shall begin to accrue seniority as of their latest date of hire. Severed means either voluntary resignation or action of the District to terminate employment permanently but does not include action of the Board to lay off personnel subject to recall.

5. If an administrator returns to the teaching staff, he or she shall enter the unit with seniority for all years served as a teacher and as an administrator subject to the following limitations:

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

6. By October 31 of each school year, a current seniority list shall be posted in the lounge of each building and one (1) copy forwarded to the Association President.

ARTICLE XI

Retirement

Retirement shall be in accordance with State and Federal Law.

The Board reserves the right to require retirement of any regularly employed teacher if or when the physical or mental health of said teacher makes it impossible for such teacher to meet the normal obligations of his/her regular assignment and when said action would be in the best interests of the pupils and/or the school district. The Board may demand certification by a qualified physician. If certifications differ, a third-party physician, mutually acceptable, shall render a decision before the teacher may carry on his/her instructional duties. Dismissal under this Article shall be in accordance with the Teacher Tenure Act.

ARTICLE XII

Professional Growth

Section 1 In-Service

A. Committee

The Board and the Association agree to establish a continuing professional growth committee composed of an equal number of administrative personnel and Association appointed personnel. This committee shall meet on the first Wednesday of each month beginning with October. The chairmanship of this committee shall be on a rotating basis. The chairing of the original meeting shall be the responsibility of the Association. The purpose of this committee shall be to consider problems of mutual concern and to recommend methods of improving the educational program in the schools. Relating to these purposes, in-service released time shall be made available on a system-wide basis. The recommendation of the committee will be evaluated by the Superintendent and then presented to the Board of Education.

The function of this committee, however, shall not be considered a part of the grievance procedure or for negotiations.

B. Conference/Visitations

In order to provide for the continuous growth of the professional staff, the administration agrees to receive requests for visitations and professional conferences or conventions.

The administration further agrees that such days, when approved, shall not be deducted from regular leave days and reasonable expenses incurred in attending conferences shall be reimbursed. Approval for attendance at such conferences or conventions shall be at the discretion of the Superintendent or his/her designee.

Section 2 Selection of Textbooks

Teachers and Administrators shall participate in the selection of textbooks. New textbooks will be adopted only if approved by the school administrator and teachers involved in the use of those textbooks.

ARTICLE XIII

Special Needs of Students

It is recognized by the parties that the educational abilities of the district's students range from those who are gifted to those with special needs. To the extent that programs exist or are established, it will be the intent to see that students are placed in an appropriate educational program which best meets their needs.

Teachers and administrators shall notify each other of students with gifted or special educational abilities to the extent permitted by law.

Classroom teachers shall refer students to the proper special services personnel through the forms and procedures established by the special services department.

The Individualized Educational Planning Committee (IEPC) shall direct and handle the needs of special education students in accordance with the provisions set forth in P.L. 94-142 as amended.

ARTICLE XIV

Complaints Against a Teacher

When complaints by a parent of a student are put in writing and signed, they shall be promptly called to the teacher's attention. Any complaint sent to an administrator or placed in the personnel file shall be signed by the complaining party and a copy sent to the teacher. When a written complaint has been sent to an administrator or placed in the personnel file, the teacher shall have the right to answer the complaint in writing in accordance with Article IV, Section 2.

The teacher shall, if he/she so desires, be furnished advice from the Board's legal counsel, if the complaint is within the scope of the School Code and Michigan Compiled Laws, Section 691.1408, and provided there is no conflict of interest.

In any conference concerning this article the teacher shall have the right to be represented upon his/her request by any member of the Association and/or any other teacher of his/her choice.

This provision also applies to extracurricular activities.

ARTICLE XV

Professional Complaint Procedure

Section 1 Definition of a Grievance

A grievance is defined to be a complaint by the Board or its representatives or by any teacher or the Association based on the belief that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement. The grievance and arbitration procedure shall not be applicable to the disposition in placing a probationary teacher on tenure or to any situation where the teacher has a remedy under the Michigan State Tenure Act, where the Board is without legal authority to take the action sought, or to remedy a complaint where the matter complained of is not covered by this Agreement. The written forms relating to grievances and/or notification of violations of contract shall be those set forth in attached Appendix B.

Section 2 Grievance Procedure

Step 1. Any teacher, believing there has been a violation, misinterpretation, or misapplication of any specific provision of this Agreement, must discuss the action with his/her immediate supervisor or principal. This is step one (1) of the grievance procedure. The teacher may involve an Association representative at this and all subsequent steps and must request the step one (1) conference within ten (10) school days of the alleged action or within ten (10) school days of the time the grievant knew of, or should have known of, the alleged action. The conference, if requested, must be scheduled within five (5) school days from the date of the request. The immediate supervisor or principal is not required to respond in writing at this level on a formal grievance form but may, by letter or memo, respond in writing if he/she so desires. Any written response by the principal must be within five (5) school days following the conference day with a copy to the grievant and the Association President.

Step 2. In the event the aggrieved teacher is not satisfied with the disposition of his/her grievance at Step One (1), he/she shall, within ten (10) school days after the conference in Step One (1) or within ten (10) school days after receipt of the written response to Step One (1), (whichever one is applicable), file the grievance in writing, using the form provided in Appendix B, with his/her immediate supervisor or principal.

In the event a teacher has more than one (1) immediate supervisor, a grievance may be filed with one (1) of the supervisors where the alleged grievable action has taken place. He/she will not be required to file other grievances on the same situation with other supervisors.

In the instances where alleged violations of any provisions of this Agreement involving actions of the Central Office or instances where the grievance would be moot if the grievance were processed through normal procedures, the grievance may be filed at Step Four (4) of the grievance procedure.

Step 3. Within five (5) school days of receipt of the grievance, the immediate supervisor or principal shall hold a conference with the individual signing the grievance. This conference is in addition to the original conference held under Step One (1). A copy of the written response shall go to the grievant and to the Association President within five (5) school days following the conference.

Step 4. In the event the aggrieved teacher is not satisfied with the disposition of his/her grievance at Step Three (3) or if no disposition has been made within five (5) school days of such conference, he/she shall submit, within five (5) school days after receipt of the grievance from the principal, the grievance form to the Superintendent.

Step 5. Within five (5) school days after receipt of the grievance, the Superintendent or his/her designee shall hold a conference with the grievant and/or his/her representative. The Superintendent or his/her designee shall render a decision in writing within five (5) school days following the conference and shall furnish a copy to the grievant and the Association President.

Step 6. Within ten (10) school days of receiving the decision of the Superintendent, the Association shall submit a letter to the Superintendent if it is the Association's intent to go to arbitration before an impartial arbitrator selected by the parties. If the parties cannot agree as to the arbitrator within five (5) school days of receipt of the notice of arbitration, the parties shall submit the matter to the American Arbitration Association in accordance with its rules which shall govern the arbitration proceedings. In no event shall an arbitrator be empowered to modify, detract from or alter the provisions of this Agreement, or to arbitrate policies or practices of the Board not covered by this Agreement. The decision of the arbitrator shall be in writing and shall cover only the issues in dispute without recommendations as to other matters.

The Board and the Association shall not be permitted to assert in the arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party.

In connection with any grievance the following rules shall apply:

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

2. 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 Superintendent shall use his/her

best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

3. If at any time the grievance is resolved in favor of the teacher, his or her record shall be purged of all reference to this action. This provision does not limit the authority of an arbitrator.

4. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

ARBITRATION:

The arbitrator so selected shall hear the matter promptly and shall issue his/her decision not later than thirty (30) days from the date of the close of the hearings or from the date the final briefs, statements, or proofs are submitted to him. The arbitrator's decision on grievances shall be binding and in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted.

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

Section 3 Withdrawal of Grievance

A grievance may be withdrawn at any step without prejudice or record. However, if in the judgment of the PR & R Committee, the grievance affects a group of teachers, the PR & R Committee may process the grievance at the appropriate step. After a request for arbitration has been made, the grievance may be withdrawn only by mutual consent of both parties. Such withdrawal shall be made without prejudice, and payment for the service of the arbitrator, upon withdrawal, shall be borne by the party or parties requesting the withdrawal.

Section 4 Reprisals

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

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

Section 5 Representation of Grievant

A grievant may in no event be represented by an officer, agent or other representative of any teacher organization other than the Association and its affiliates.

Nothing contained herein shall be construed to prevent an individual teacher from presenting a grievance and having the grievance processed without the intervention of the Association. Any conclusion shall be consistent with the terms of this Agreement. The Association shall be given the opportunity to be present at all steps of this grievance procedure.

Section 6 Right to Compensation

If a teacher shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him/her as soon as possible.

ARTICLE XVI

Teacher Protection

Section 1 Assault and Battery

Teachers shall be required to report any case of personal assault or personal assault and battery on teachers in connection with their employment and while acting within the scope of their employment to the Superintendent or his/her designee and the building principals. Upon such notification the building principals shall immediately notify the police of the assault or assault and battery. The Superintendent or his/her designee shall acknowledge receipt of such report and shall report this information to the Board by their next scheduled meeting. In any reported assault or assault-and-battery case, the Board's attorney shall:

A. Inform the teacher of his/her rights under the law in connection with the assault or assault and battery.

B. Upon request, render to the teacher all reasonable assistance in connection with the handling of the incident by law enforcement and judicial authorities.

In connection with the assault or assault and battery upon a teacher in the school or on the school premises, if the teacher is unable to collect damages from the person or persons committing the assault or assault and battery, the Board, in its discretion, shall reimburse the teacher for such loss, damage, or destruction of clothing or personal property. This provision also applies to REA members involved in extracurricular activities.

Section 2 Service-Connected Injury

Employees incurring service-connected injury, which arose out of their employment and was within the scope of their duties and authorities, shall be protected for a maximum of six (6) months, and by Workers' Compensation Insurance for the full limits of the Workers' Compensation Insurance Act of Michigan; Act No. 10 Public Acts of 1912, as amended. Disabled employees eligible for insurance compensation shall be paid three-quarters (3/4) of the full amount of their regular salary or wages for a maximum period of six (6) months without loss of scheduled absence days. Teachers have the option to use scheduled absence days to bring his/her pay to the full amount (i.e. 1/4 day). Provided, however, the compensation checks when received by an employee from the compensation carrier must be endorsed over to the Board as partial reimbursement for this benefit. If compensation checks are not endorsed over to the Board, all supplemental payments will cease. Disability exceeding the six (6) month period shall be governed by the provisions of the scheduled absence days policy and the Workers' Compensation Act. This provision is not intended to provide compensation beyond full salary.

Section 3 Professional Evaluations

A. Purpose

The Board and the Association agree that the primary purpose of teacher evaluation is to further the development of quality education. In order to accomplish this purpose, the evaluation procedure should:

1. Provide self-improvement programs for the teaching staff;
2. Provide a continuous record of performance evaluations;
3. Provide sound data for decisions resulting in change of evaluation status for an individual teacher.

It is understood that every staff member has the right to fair and equitable treatment and accordingly not to be acted against except for just cause.

B. Criteria

No later than October 15 of each year, the Board shall furnish each teacher with a copy of the criteria to be used for the teacher's professional evaluation. In the event that no criteria is provided by October 15, the preceding year's criteria shall be in effect for the current year.

Upon request of either party, the District shall form a committee, equally represented by the Board and Association, to suggest proposed changes in the criteria. The Board shall consider the recommendations of the committee and the Board shall then make the final decision on the criteria.

C. Use of Information Relevant to Evaluation

1. All monitoring or observation of the work of the teacher shall be conducted openly and with full knowledge of the teacher.
2. All written summaries or memorandums of informal classroom visits and conferences may be used in evaluation. Informal classroom visits are not subject to Article XVI, Section 3 E. 3.
3. Any problem discussed verbally between an administrator and a teacher which may be used in evaluating a teacher, may be submitted to the teacher in writing if the teacher so requests. If such a written request is not granted in three (3) working days, the incident may not be used in evaluation. If the request is granted or if no request is made, the principal may make references to prior incidences.
4. Any negative evaluative comments regarding a teacher's work performance which are kept as a personal administrator's records and may become a part of the teacher's formal written evaluation must be made known to the teacher within three (3) working days of the occurrence in which, in the estimation of the administrator, the situation has reached the serious problem level and the teacher shall have the opportunity to respond. The administrator

may have discussed the previous incidents with the teacher verbally in the proper manner (or the teacher is aware of the situation) and may make reference to these previous incidents in the written formal evaluation. The teacher shall have the right to respond in writing, within three (3) working days, to any such administrator's evaluation and the teacher's response shall be forwarded to the Central Office personnel file.

D. Formal/Summary Evaluation Form

1. All formal summary evaluations shall be in written form.
2. The form shall include information stating the conditions relevant to the evaluation such as dates, time, grade level, subject matter observed, criteria, unusual conditions, etc.

E. Number of Formal Observations

1. Probationary teachers shall be observed in accordance with the provisions of the Michigan Teachers' Tenure Act.
2. Tenure teachers shall be observed at least once a year or as otherwise provided under the Michigan Teachers' Tenure Act. Such tenure teacher observations shall be completed by March 30 and be in compliance with the Act.
3. All teachers shall be given one (1) day's notice by the administrator who will be conducting the observation for the formal evaluation.
4. The observation shall be for a minimum of thirty (30) minutes.

F. Evaluator

Formal evaluations shall be conducted by one of the following: The teacher's immediate supervisor, an administrator working in the same building, an administrator who shall be competent in the subject matter being evaluated, or one who shall be designated by the Superintendent. An exception shall be if a teacher works in more than one building. He/she then shall be evaluated by the principal of each building. If a teacher is to be evaluated by anyone other than her/his building principal, he/she will be notified as to person(s) who will be conducting the evaluation. If a teacher works in more than one building, he/she will be evaluated by the principal of each building. Each evaluator shall sign the evaluation and be present at any subsequent evaluation conferences.

G. Formal Evaluation Definition and Procedure

1. The evaluation is the formal summary document based upon the information defined under Article XVI, Section 3 C and E.
2. Within ten (10) working days of receiving the formal written evaluation, the administrator, at the request of either party, shall hold a conference with the teacher he/she evaluated and discuss his/her evaluation. The written evaluation report shall state the reasons in support of any conclusion set thereon. Before a teacher's performance shall be declared

unsatisfactory or lowered from a previous rating, his/her written evaluations shall document the suggested ways administration has proposed to improve his/her deficiencies.

3. Each teacher shall sign and receive a copy of his/her evaluation. A teacher's signature does not mean agreement, only that the evaluation was read and received. Once a teacher has signed the evaluation and received a copy, said evaluation may not be changed without agreement of both the teacher and the evaluator. Provided, however, that from the date of the formal evaluation to the end of the school year the administrator will continue to evaluate and his/her observations may be noted by discussion, letter, memorandum or an independent evaluation. Teachers retain the right to respond to all forms of evaluation.

4. Within five (5) working days of receipt of the evaluation, the teacher shall have an opportunity to submit a written statement in response to the evaluation. The teacher's response shall be attached to the original evaluation.

5. The administrator may respond in writing. His/her response shall be attached to the original evaluation.

6. Probationary teachers shall be evaluated at least twice during the school year with at least sixty (60) days between evaluations, with the first formal evaluation occurring by December 15 and the second formal evaluation occurring by March 30. Tenure teachers shall be evaluated at least once per year with the formal evaluation occurring by April 30. The final written evaluation(s) with all attached responses shall be forwarded by the end of the year to the Central Office and shall be placed in the teacher's personnel file.

7. Each teacher shall receive a copy of the final written evaluation with all attached responses.

H. 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 defined in the code. The Mentor Teacher shall be a member of the bargaining unit.

2. An Association appointed Mentor Teacher shall be assigned to every probationary teacher upon the teacher's entrance into the system. The Mentor Teacher, insofar as possible, shall be a tenure teacher with a minimum of five (5) years teaching experience and shall be engaged in teaching within the same grade, building or discipline as the probationary teacher. It shall be the duty of the Mentor Teacher to assist and counsel the probationary teacher in acclimating to the teaching profession and school system. The Board and the Association agree with the confidentiality of the Mentor/Mentee relationship, therefore, the Mentor Teacher shall not be involved in the evaluation of the probationary teacher, nor shall the Mentee be involved in the evaluation of the Mentor Teacher.

3. Participation as a Mentor Teacher shall be voluntary.

4. The Riverview Community School District shall notify the Association of those members requiring a mentor assignment or of any affected member whose classroom assignment has changed.

5. The assignment of the Mentor Teacher shall be finalized within twenty-five (25) work days of hire or as soon thereafter as possible of the date of hire or change of assignment.

6. The Mentor Teacher assignment shall be one (1) year, subject to review by Mentor Teacher and Mentee at any time. The appointment may be renewed in succeeding years.

7. The Board shall provide a minimum of fifteen (15) days of professional development instruction for the Mentees during their probationary period within the first three (3) probationary years.

Section 4 Individualized Developmental Plans

All probationary teachers shall have an individualized development plan as required by and prepared in accordance with the Michigan Teachers' Tenure Act.

In addition, the appropriate administrator shall prepare and monitor an individualized development plan for any teacher receiving an unsatisfactory evaluation.

All individualized development plans shall be developed in consultation with the teacher.

Section 5 Dismissals

Dismissal shall be in accordance with the State Tenure Act.

ARTICLE XVII
Class Size and Teaching

Section 1 Class Size

Since the primary purpose of education is to insure the highest teaching competency possible, the Board and the Association agree that the following student teacher ratios as guidelines shall be used to insure the continuance of this ideal. The Board and the Association subscribe to the following ratios as guidelines.

1. Elementary K - 6 25
2. Secondary 7-12 Based on NCASSC recommended class size, not to exceed 33, except in band, choir and gym.
3. Special area classes at the elementary level of art, library, music and physical education are to consist of single classes not to be doubled without consent of special area teacher and building principal (Choir and band are not included).
4. Special education, maximum class sizes, and consultant loads (diagnosticians, visiting teachers, school social workers, speech and language, and hearing

therapists) shall not exceed the standard set by the Michigan Department of Education.

The parties hereto shall use their best efforts to assure adherence to these student teacher ratio guidelines, to the extent feasible under the circumstances.

5. Whenever possible the Board shall place no more than two (2) mainstream students (in accordance with Michigan Special Education Code, Public Act 198 of 1971 as amended 1/14/77) in a class/section within the same building. If this cannot be done, the Board shall place mainstream students in the regular classroom on an equitable basis.

Section 2 Teaching Hours

Before any changes in the length of instructional periods are made at the elementary, middle school, or high school levels, a committee representative of the teachers and administration shall be formed and a recommendation made. The committee will meet and render its recommendation within two weeks regardless of the time of year, unless the timeline is extended by mutual agreement. Scheduled vacation time and/or failure of the committee to meet will not extend the timeline or prevent the Superintendent from presenting his/her recommendation. The committee's report (if any), the staff considerations (if any), and the Superintendent's recommendation will be submitted to the Board for its consideration. Any changes must conform to North Central guidelines.

A. A teacher at the high school level (grades 9-12) shall not have his/her instructional assignment exceed two hundred eight-five (285) minutes per day.

A teacher at the high school level (grades 9-12) shall have this time divided into meaningful time units of seventy (70) minutes with each unit separated by a passing period of five (5) minutes with five (5) minutes added for announcements to 2nd hour.

B. A teacher at the middle school level (grades 6-8) shall not have his/her instructional assignments exceed three hundred twenty-five (325) minutes per day.

C. A teacher at the elementary level (grades K-5) shall not have his/her instructional assignment exceed three hundred twenty-six (326) minutes per day.

D. If a teacher's assignment will involve more than one building, adjustments in the preparation, starting, and ending time are permitted to provide an equitable assignment in comparison to other teacher assignments. Split assignments between the elementary and secondary could require assignment time between two hundred eight-five (285) and three hundred twenty-six (326). A teacher shall have sufficient time to travel between buildings.

E. The instructional assignments covered in A, B, C and D, along with the preparation period(s), lunch period, teacher/student assistance time and before and after school duty time shall be considered as the total daily assignment of a teacher. For high school and middle school teachers, the preparation period shall be equal in length of one (1) instructional period.

F. Elementary teachers shall receive a preparation period of sixty-five (65) minutes, scheduled in two meaningful units. One unit shall be forty (40) minutes during the instructional day, and the second unit twenty five (25) minutes at the start of the teacher day.

In implementing this provision, the Board may find it necessary to reconfigure the weekly number of physical education minutes at the elementary level; increase the amount of direct student instruction provided by the media specialist without the classroom teacher in attendance; revise the second semester teaching schedule of elementary and middle school teachers as necessary and/or increase the number of part-time teaching positions.

G. Every effort will be made to provide the preparation time on a regular basis each day. However, to accommodate irregularities which might occur in scheduling of elementary specials, and special courses at the middle school and at the secondary level, or similar situations the daily time allotted for daily preparation periods may be scheduled in such a way as to provide the weekly or semester allotted time in other than a uniform means.

H. The teaching load may consist of professional activities other than teaching children as long as it falls within the two hundred, eighty-five (285) to three hundred, twenty-six (326) minute limitation set forth above. Activities set forth in Article IV, Section 7, are in addition to items contained in this section.

I. Teachers in areas other than the regular classroom such as Title I, special education, reading consultants, special area teachers, librarians, counselors and similar positions may, in the view of the principal, have unique requirements which involve either more preparation time, adjusted hours, or other compensating factors. The principal may establish these particular programs and teacher schedules accordingly as long as they are based on the best interests of the students and do not exceed the two hundred, eighty-five (285) to three hundred, twenty-six (326) minute assignment limit.

J. Teachers may be brought in before and after the regular school year with compensatory time, provided it is mutually agreeable to the teacher and principal and approved by the Superintendent. Said teachers shall use their compensatory time at their discretion provided at least one (1) week's advance notice in writing is given and does not extend a holiday unless agreed to by the administration.

K. In the event significant changes in buildings occur during the life of this Agreement, the time of the teacher's assignment at the elementary shall not exceed three hundred, twenty-six (326) minutes; at the middle school three hundred, twenty-five (325) minutes; and at the high school two hundred, eighty-five (285) minutes.

L. A teacher may teach an additional period per day. If this additional period is not compensated for with an equivalent period of time off elsewhere during that same school year, the teacher shall receive remuneration of his/her contractual salary in the amount of 1/5 for the high school, 1/6 at the elementary level or 1/7 for the middle school; if mutually acceptable to the teacher and principal and approved by the Superintendent. Both the accepting of the assignment and the compensation or compensatory time must be by mutual agreement.

M. If a significant portion of or the total class of a teacher is scheduled to be absent, away from school on a field trip or participating in some other activity of the school,

excluding sports activities, the assigned teacher shall be consulted at least one (1) day prior to the activity. The teacher may then be assigned said class or responsibility during the time he/she normally would be meeting with his/her class at no additional cost to the District. This is limited to classrooms which have scheduled students out of class, not teachers where classes are scheduled with low enrollment. The purpose of this is to provide greater flexibility for teachers to schedule activities outside their regular classes.

N. Assemblies, testing programs, and other similar activities are to be scheduled in such a way as to minimize their impact on any given portion of the school day. All teachers are to participate in these activities where requested by the principal, but those who may find their preparation period falling at that time may attend at their discretion except when homeroom sessions are involved. The principal shall apply this uniformly to his/her total staff to the extent circumstances permit. Where it is difficult to spread these programs throughout the daily schedule, teachers may request the building principal to change their preparation period the following year to provide relief.

O. The instructional period for the morning kindergarten session will be 3 hours and 3 minutes. The afternoon instruction period will be 3 hours and 3 minutes. Teachers at the kindergarten level will have a 25 minute preparation period before school and 40 minutes preparation within the student day.

P. In the event that a teacher is involuntarily assigned to a split-level class, that teacher shall have a class size of four (4) students less than the average of the two grade levels in that building. A split-class assignment shall not occur in kindergarten or first grade. It is the intent not to have split-classes in second grade or grades where MEAP tests are administered and, prior to any split class at those levels, the administration will consult and discuss alternatives with the REA. Teachers shall not be assigned split level classes two consecutive years without their consent.

Section 3 Work Day

A. Daily working hours for all teachers shall be seven (7) hours and fifteen (15) minutes per day. The work day shall be scheduled as follows:

1. The Riverview Community High School work day shall be scheduled as follows:

7:20 to 7:35 Teacher-Student Assistance Time
7:35 to 7:40 Duty Time
7:40 to 2:30 Student Day, as set forth in Section 2,
Teaching Hours
2:30 to 2:35 Duty Time

The work day at Seitz shall begin:

7:45 to 8:05 Teacher-Student Assistance Time
8:05 to 8:10 Duty Time
8:10 to 2:51 Student Day, as set forth in Section 2,
Teaching Hours
2:51 to 3:00 Duty Time

The work day at the elementary level shall be:

8:10 to 8:35 Preparation Time
8:35 to 8:40 Duty Time
8:40 to 3:16 Student Day, as set forth in Section 2,
Teaching Hours
3:16 to 3:25 Duty Time

All teachers will start at the current early start time for their building as soon as possible.

Students may enter the building five (5) minutes before the start of the instructional day.

On the two scheduled faculty meeting days, teachers shall report at the customary start time. No additional meetings such as, but not limited to, faculty meetings, textbook meetings, school improvement, accreditation, clubs, sports, shall occur during teacher-student assistance time.

The primary purpose of teacher-student assistance time shall be to provide additional instructional assistance to students. Teachers shall remain in their classrooms during this period and be available to students. Teachers shall post their teacher-student assistance schedule at the beginning of the school year. This shall not prevent the teacher, after meeting the students, from leaving the classroom to utilize other building educational facilities with the students.

B. Administration may adjust starting or ending times of student programs due to bus schedules, lunch periods, traffic, facilities, special programs, daylight, and other similar conditions. Such changes may require the teacher schedules stated in provision A above to be adjusted so long as daily working hours are not increased. The Board shall consult with the Association regarding any changes and the reason for such changes, but the Board shall make the final decision.

C. Buildings, regardless of whether their programs are similar or dissimilar, may have varying starting and ending times. The time schedule, as set forth in Section 3, A of this Article shall be modified accordingly.

D. Lunch periods shall be a minimum of thirty (30) minutes. Where the thirty (30) minute lunch period includes passing time, teachers are not required to supervise students in the halls. In special circumstances where multiple lunch periods are required, some teachers may have a lunch period of five (5) minutes less than the other lunch periods for teachers even though it could result in a twenty-five (25) minute lunch period provided compensatory time is given at either the start or end of the day. Lunch periods shall be duty free.

E. Teachers shall not leave their assigned campus, except during their lunch period, without permission of the principal. When an emergency arises, the teacher shall notify his/her principal and, at the principal's or his/her designee's discretion, shall be permitted to leave.

F. Teachers shall be in their classrooms, at their classroom doors, or in the immediate vicinity of their classroom five (5) minutes before the start of their first class, during the passing periods, and for a period of five (5) minutes at the end of the day unless asked to be elsewhere by the principal or on school business. Teachers are not required to fulfill this requirement at either end of their conference period.

G. It is the teacher's responsibility to be in his/her classroom at all times when his/her classes are in session. However, when an emergency arises, a reasonable attempt shall be made to secure supervision, except for brief absences when the teacher is in the vicinity of his/her classroom. While in the near vicinity, the teacher is still responsible for the activities of his/her class and the students' safety and welfare. There shall be no conferences with a teacher while his/her class is in session except in case of emergency.

H. In instances where teachers miss part of a day, for computation purposes only, the teaching day shall be divided into twenty nine (29) fifteen minute sections. Deductions in scheduled absence days and/or pay shall be made accordingly.

ARTICLE XVIII

Professional Negotiations

Section 1 Negotiations Procedure

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

Within the discretion of the Board, Association members engaged during the school day in negotiations on behalf of the Association with the Board during the term of this Agreement, may be entitled to release time, as needed, without loss of salary.

Section 2 Memorandum of Understanding

At the request of either party, representatives of the Board and the Association shall meet for the purpose of clarifying the administration of the contract and to resolve problems that may arise. These meetings shall be held at a time agreeable to both parties. These meetings are not intended to bypass the grievance procedure.

Upon mutual agreement, the REA and the Board may enter into a written agreement, adding to, deleting, or changing the language of the Master Agreement without voiding the balance of the Master Agreement. The intent will be to utilize this as a means to clarify the meaning of existing language which might be unclear or to cover an area which is excluded from the Master Agreement and both parties mutually agree should be included.

The Memorandum of Understanding shall be considered a part of the Master Agreement when signed by both the President of the REA and the Superintendent of Schools.

ARTICLE XIX

No-Strike Clause

The Association recognizes that strikes (as defined by Section 1 of Public Act 336 of 1947, as amended, of Michigan) by teachers are contrary to law and public policy. The Board and the Association subscribe to the principle that differences shall be resolved by good-faith bargaining, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement it shall not direct, instigate, participate in, encourage, or support any such strike or any unlawful activities interfering with school activities during normal teaching or working hours.

In the event of any action in violation of this Agreement, the Association shall post notices immediately at any or all schools affected, advising that such action is unlawful, in violation of this Agreement and unauthorized by the Association, and the Association shall advise such teachers to return forthwith to their regular duties. The Association shall further take any and all other action reasonably within its power to bring the activity to an end. If the Association takes the foregoing steps and has not acted in violation of its obligations under this Article, it shall not be liable in any way for such activities.

ARTICLE XX

School Calendar

The school calendar for each year of the Agreement shall be as set forth in Appendix C.

ARTICLE XXI

Professional Compensation, Benefits and Other Related Provisions

The schedule of professional compensation for professional services shall be that set forth in Appendix D.

Section 1 Extracurricular Activities

The Association recognizes the right of the Board to establish extracurricular activity or to retain or discontinue such activity. The Association agrees to encourage its members to volunteer to serve in extracurricular positions. The schedule of compensation for REA members who handle extracurricular activities is set forth in Appendix E.

Individuals serving in extracurricular positions, shall handle all activities in accordance with the job description established for the extracurricular position. A person serving in a position for/at an extracurricular activity who performs in a satisfactory manner shall be entitled to preference for appointment to the same position in the following school year. If the person is not notified within thirty (30) working days following the completion of duties for said extracurricular activity that his/her work in that position was unsatisfactory for that school year, he/she shall be presumed to have performed in a satisfactory manner. The notification of

termination shall be in writing and state the reasons for same. The provisions of the Teacher Tenure Act do not, however, apply to such activities.

The Board reserves the right to have students participate in extracurricular activities conducted by outside agencies. In those instances where the district contracts for such services, the compensation or appointment to that position is not subject to this contract and are the prerogative of the outside agency.

Positions for extracurricular activities shall be offered to the Association members who are qualified and committed to fulfill the duties of the position. When no qualified Association member applies for extracurricular positions, non-Association members may be utilized. A person outside the bargaining unit serving in a position for/at an extracurricular activity who performs in a satisfactory manner shall be entitled to preference for appointment to the same position in the following school year.

Should the Administration make changes in job descriptions while the activity is in progress and the changes are not acceptable to the person in that position, he/she will have the right to resign with prorated compensation.

Section 2 Hospitalization, Dental, Vision, Life Insurance and Long Term Disability

A. General

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

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

3. All insurance programs, outlined in this article, shall run from September 1 through August 31, except for individuals who resign their positions prior to August 31 or go on any leave which does not call for the continuation of insurance benefits. These individuals shall have their insurance terminated at the end of the month they terminate or go on leave subject to the provisions of COBRA (Comprehensive Omnibus Budget Reconciliation Act). Provisions of this paragraph, relating to health insurances, shall be continued to the extent permitted by the insurance carriers.

B. Hospitalization & Medical Insurance

1. The Board shall pay the cost of Blue Cross/Blue Shield, MVF II, (M.M.) Option IV, F.A.E., VST, R.C.R.P., hospitalization and medical insurance for each teacher and his or her eligible dependents for semi-private room benefits; special riders shall be paid by the employee. The Master Medical Coverage deductible will be one hundred dollars (\$100.00) for single member coverage and two hundred dollars (\$200.00) for full family coverage.

The Board shall pay the cost of CVS Caremark prescription drug coverage. Co-pay for generic, or no generic available, drug prescriptions will be ten dollars (\$10.00), and twenty dollars (\$20.00) for brand name drug prescriptions.

2. As alternatives to the foregoing BC/BS program, a teacher may elect, subject to the underwriter's acceptance, to subscribe to the hospitalization and medical insurance program offered through the Blue Care Network, the HMO provided by the BC/BS or the PPO provided by the BC/BS. The Board shall pay monthly to the appropriate agency or underwriter the premium for such insurance.

3. The Board's responsibility is limited to providing information on rates and summaries of benefits. The Board assumes no responsibility for the difference in coverage which exists between various optional plans available. It is the responsibility of the individual to check and compare insurance coverages and to select the plan and rate which best meets their needs.

4. If allowed by law, all persons retiring on or after September 1, 1979, and eligible for retirement under the Michigan State Retirement Plan shall be reimbursed, by the Board, for that part of the "self" portion of the Michigan Retirement Master Health Care Plan not paid by the retirement system and/or Medicare.

5. If allowed by the insurance carrier and offered by the District, a teacher may elect not to receive the health insurance provided herein and, in lieu thereof, may receive \$1,800 payable in a tax deferred annuity to be purchased through existing Board authorized annuity programs during the month of September following the September 1 - August 31 year in which the health insurance was not taken. During the year, the teacher may elect to have the health insurance coverage but if the teacher so elects, the \$1,800 payment is forfeited in its entirety for that year. If a teacher elects to reapply for health insurance during the school year, the date of coverage will be subject to the requirements of the insurance carrier.

C. Dental Insurance

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

D. Vision Insurance

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

- | | |
|--------------------|---|
| 1. Examination | 100% of customary and reasonable charges. |
| 2. Regular Lenses | 100% of customary and reasonable charges. |
| 3. Bi-focal Lenses | 100% of customary and reasonable charges |

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

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

E. Life Insurance

The Board retains the right to determine the carrier of the group term life and to change carriers at the Board's discretion. The group insurance plan shall provide each eligible employee \$60,000 group term life insurance to age 70; between 70-75 \$40,000; and 75 and over \$30,000; with an equal amount of accidental death and dismemberment insurance. As provided by the insurance plan, employees have a 31 day conversion right upon termination of employment. Any employee electing his/her right of conversion in order to keep their life insurance in force must contact the insurance carrier and pay the appropriate premium within 31 days of their last day of employment.

F. Long-Term Disability Insurance

The Board shall purchase, for each eligible employee, long-term disability insurance, which shall provide for, under its terms and conditions, the benefits stated below. Individuals may be eligible for these long-term disability benefits in the event they qualify under the terms set forth. It shall be the individual's responsibility to determine if they qualify by contacting the insurance company and completing the necessary forms and providing, at their own expense, the necessary information.

The Board reserves the right to determine the carrier and/or provide the stated coverage on an alternative basis of its own choosing.

1. Eligibility

All employees who regularly work a minimum of 16 hours per week are eligible subject to the terms and conditions set forth in the policy.

2. Benefit Period

The benefits shall commence on the 91st consecutive day of total disability and continue, provided the employee maintains eligibility, until at least the age of 65, for both injury and sickness.

The date of the initial instance of disability shall be determined by a qualified physician and the insurance company reserves the right to have a physician of its own choosing or that of the district determine whether a disability

exists and if so, when it has ended. This decision shall be final and not subject to any grievance or arbitration proceeding including either the school district or insurance carrier.

Benefits are payable up to three years subject to certain limitations as outlined by the underwriter for disabilities that prevent an individual from performing the material duties of their normal occupation. Payments beyond three years will only continue if the employee is unable to engage in any kind of work for which he/she is, or could reasonably become, qualified by reason of the employee's education, training or experience.

3. Income Benefit

Monthly benefits equivalent to 66-2/3% of the individual's base salary as defined by the salary schedule, subject to a maximum benefit of \$4,000 per month, less any amounts as offsets for which the employee may also be eligible under (1) Workers' Compensation; (2) Other employer sponsored sick leave or disability plans; (3) State or Federal disability plans; (4) Social Security benefits including dependent benefits; and (5) Regular, early, or disability retirement benefits provided by the district, State or Federal government

Section 3 Tax Sheltered Annuities

The Board shall contract for employee paid Tax Sheltered Annuity Plans with any new plan requiring a minimum of 10 participants. There shall be a maximum of ten (10) plans in any fiscal year.

Section 4 School Related Expenses

Expenses incurred on behalf of the District, when authorized and approved in advance, shall be reimbursed upon presentation of the appropriate expense voucher provided by the District.

Section 5 Employment Outside the Regular Calendar Year

Teachers employed before the regular opening of school and/or remaining beyond the regular school calendar year in their normal job responsibilities shall be paid at a daily rate equal to the daily rate during the regular school calendar year unless an agreement has been reached between the teacher and principal, approved by the Superintendent and supported by compensatory time during the regular school year. Daily rate of pay is determined by dividing the actual contract salary exclusive of any extra pay by 200 days. Hourly rate shall be determined by dividing the daily rate by 6.

Section 6 Educational Credit Hours

A. Payment

Teachers who have earned additional college credit hours or degrees by September 1, must submit an official transcript, an official college or university degree

document, a letter from the registrar's office, signed and sealed by an appropriate official, indicating completion of the course work, or an official certificate from the State of Michigan to the personnel office by October 31 of each year. The professional compensation for such hours shall be paid in equal payments for such teacher spread over the remaining pays for the balance of the contract, commencing no later than the second payday after receipt and approval by the administration. Payments for extra hours is limited to credits earned after the basic bachelor's degree and/or awarding of the teaching certificate and cannot include hours earned concurrently or prior to the awarding of the bachelor's degree or the teaching certificate.

B. Disclosing Earned Credits, Certification, Degrees and Endorsements

Under the Freedom of Information Act 15.231-15.246, a school district has the right to know a teacher's current certification. Therefore, teachers are expected to keep their most recent certification information on file in the Central Office.

Teacher assignments for the following year will only be based on and limited to certification documentation including the letter of intent to earn additional credits, if applicable, which is on file in the Central Office. The Riverview Education Association and its officers and the district and its Board and Administration shall not be responsible for any claims of failure to make appropriate teaching assignments when the required certification documentation is not filed in a timely manner. Failure of a teacher to disclose certification documentation may result in the transfer of said teacher once additional certification information has been verified.

The administration shall investigate any inquiries brought to its attention by the Association leadership regarding certification. A written response shall be forwarded to the Association.

C. Use of Additional Certification for Placement During the Next School Year

Regular and/or laid-off teachers who are earning additional hours, minors, majors, endorsements, or new certification are encouraged to file with the personnel office a letter indicating what hours, minors, majors, endorsements, or new certification they are earning, the specific courses involved, and when they will complete the work. This letter, if submitted and/or acceptable proof of hours, minors, majors, endorsements, or certification, must be received by May 1 of each year in order for the administration to be required to use the additional work in assigning staff for the subsequent year.

The personnel office may then require the teacher to have an appropriate university official submit, in writing, confirmation that the successful completion of specified courses will lead to certain appropriate certification. This written confirmation from the university shall indicate the completion date of the work and when official grades, certification, or degrees would be forthcoming.

In order for the work identified in the teacher's letter on file to be considered in his/her placement, the work must be completed prior to the start of the school year and the official transcript, certificate, registrar's letter, or degrees would have to be on file by October 31. Failure to timely file the required transcript, registrar's letter, certificate, or degree would cause the teacher to be removed from the position for the balance of the school year.

After all full-time requested and approved part-time/shared-time positions have been filled, administration will utilize the minimum number of teachers possible to fill any part-time classes that remain and make the assignment fit the most senior(ed) laid-off teacher's certification, if possible.

Any course work, certification, or degrees earned during the school year will not be able to be used by the teacher to obtain a position during that school year if it would cause a regularly employed teacher to be laid-off.

Section 7 Certification in Effect

It is the sole responsibility of the employee to maintain a current certificate in full force and effect. Any employee whose certificate expires and who is unable to present a valid certificate on the initial work day after the expiration date of his/her expired certificate shall automatically cause his/her employment to be terminated by means of his/her voluntary resignation and should he/she be considered for re-employment, he/she shall be considered as a new applicant, subject to the current employment requirements. The personnel office will notify affected individuals one (1) to one and one-half (1 1/2) years prior to the expiration of their certificate.

Section 8 Credit for Experience

The Board reserves the right to establish a policy regarding credit for experience earned outside the District and whether to grant credit to potential returning teachers of the Riverview Schools who have previously resigned their position.

Section 9 Job Related Travel

Teachers who are required by their daily scheduled assignments to drive their personal automobile from one school building to another shall receive the current IRS rate per mile. The above shall be for travel from point of the day's first assignment up to and including the last assignment and shall be limited to one trip between buildings per day except for those teachers, such as social workers, required to change buildings on a regular basis. This does not cover committee, extracurricular or any other in-district travel.

Reimbursement shall be upon submission and approval of the appropriate expense voucher at the end of each semester. The report shall indicate the destination and number of miles or fraction thereof, on a day-by-day basis.

Section 10 Payments and Deductions

A. Paydays and Payment Options

Paydays shall coincide with the District's normal schedule for all employees and will be established on two week intervals until all the checks are issued for a given school year.

Unless teachers notify the business office, in writing, to the contrary, their preference between the three options set forth below will be the same as in effect for the preceding year. Any change must be submitted in writing by 4:00 P.M. on the first teacher

workday of each school year. Failure to select any option will invoke Option C. Once a pay option is established, it may not change during that school year.

Salary Payment Options

Option A - 21 checks will be issued with each check representing 1/21st of the contract salary. Checks will be issued for 21 consecutive pay periods commencing with the first pay date after teachers return to work at the start of the school year. Payroll deductions* will be taken out of all 21 pays.

Option B - 26 checks will be issued with each check representing 1/26th of the contract salary. Checks will be issued for 26 consecutive pay periods commencing with the first pay date after teachers return to work at the start of the school year. Payroll deductions* will be taken out of all 26 pays. The pays that occur after the end of the teacher's work year may be picked up by the employee, his/her written designee, or they will be mailed on the first work day after the pay date to the employee at the designated address.

Option C - 21 checks representing the contract salary of the teacher will be issued. The first 20 checks will each represent 1/26th of the teacher's contract and will be paid commencing with the first pay date after teacher's return to work at start of the school year.

The remaining 6/26th of the contract salary will be paid in a single check on the last pay date of the teacher's work year or the teacher's last work day, whichever is later. 1/26th of the 6/26th will be taxed the same as the first 20 pays. The remaining 5/26th of the salary will be taxed at a total percentage of 15% which represents Michigan State Income Tax, FICA and Federal Income Tax.

Payroll deductions* will be taken out based on 21 pays (twenty regular pays and final pay).

* Payroll deductions means annuity, credit unions, union dues, voluntary retirement, and other similar deductions. Dues will be specified by the REA and given to the business office on a per pay date basis with an effective date for the new rate to be utilized. The new rate's effective date will be the second pay date after the rate schedule is submitted to the business office.

B. Payment for Extracurricular Activity Payment for an extracurricular activity will be made no later than the second pay date from the date that the supervisor certifies that all duties have been completed. This additional amount will be taxed at 15% for state and federal income tax and FICA and the net amount of the extracurricular pay will then be included in the regular pay check.

C. Changes in Deductions A teacher may change his/her payroll deductions no more than four times per school year. Payroll deductions include but are not limited to withholding exemptions,

annuities, credit union, etc. If a teacher changes his/her payroll deductions at the commencement of the school year from those of the previous year, this will count as one of the changes for that school year.

- D. Pay dates During Holidays and Scheduled Vacations When paydays fall during a scheduled vacation or holiday period, teachers shall receive their check on the last working day prior to the vacation or holiday period provided that it is no more than two days earlier than normal. In all other situations the check will be available on the scheduled pay date to be picked up by the employee, or his/her authorized in writing designee, or to be mailed on that day to the designated address.

Section 11 Professional Development Day(s)

A. Eligibility and Disbursement

Teachers will be required to meet the guidelines established by the Michigan Department of Education, for reimbursement of professional development days to occur for the duration of the contract. Teachers will establish their eligibility for professional development reimbursement (PDR) on an individual basis. To be eligible for a PDR, a teacher must meet all requirements of the master contract and those of the Michigan Department of Education.

The District will make application based upon each eligible teacher's per diem rate, for all professional development performed, as required by the Michigan Department of Education. The District will equitably divide among eligible teachers the District's professional development allocation received, be it per diem or less, pursuant to Section 95 of the State School Aid Act. Any PDR received by an eligible teacher will have deducted retirement and FICA costs prior to receipt.

This Section will not diminish the responsibility of either party under Appendix C of the Master Contract.

ARTICLE XXII

Wages

- A. The salary schedule for each year of the Agreement shall be as set forth in Appendix D.
- B. The payment for extracurricular activities shall be as set forth in Appendix E.

ARTICLE XXIII

Termination

Acceptance of this contract withdraws and rescinds all legal actions on the part of both parties relative to the negotiation of said contract.

This contract terminates effective August 31, 2011. It shall be terminated in its full force and effect unless there is official action on the part of both parties in official sessions and recorded in the minutes of same giving continuation.

IN WITNESS WHEREOF, the parties hereto have affixed their signature this _____ day of _____, 2008, at Riverview, Michigan.

RIVERVIEW COMMUNITY SCHOOLS
BOARD OF EDUCATION

RIVERVIEW EDUCATION ASSOCIATION

President

President

Secretary

Recording Secretary

Member – Chief Negotiator

Member - Negotiating Team

Member - Negotiating Team

APPENDIX A

PART-TIME AGREEMENT
(Voluntary Request)

Teacher's Name

School year you wish to teach part-time

Building you would like to be
assigned part-time

Subjects/grade levels you would
teach on a part-time basis (be as
flexible as possible)

FOR SECONDARY REQUEST

- _____
Indicate the minimum and maximum
number of class periods you would want
to teach on a part-time basis (be as
flexible as possible)

FOR ELEMENTARY REQUEST

- _____
Indicate A.M. or P.M. preference or 1st
or 2nd semester preference (be as
flexible as possible)

I understand and agree that, by completing this agreement, I am making a binding commitment to a part-time position for the school year identified above and will be required to accept a part-time position developed within the parameters set forth above regarding type and length of assignment requested. I further understand and agree that I will not be able to move to a full-time position during the designated part-time school year at my discretion and that I will be entitled to compensation, benefits, and seniority as set forth in the Master Agreement. I further understand and agree that the part-time assignment may not be possible from the administrations standpoint and that this may cause this agreement to be canceled.

Date

Signature of Teacher

(To be completed by administration)

Part-time Assignment (Specify Building, Grades/Subjects, and Hours/Periods)

Signature of Administrator authorizing the
part-time assignment

APPENDIX B

Grievance No. _____

Name of Grievant

Date Grievance Occurred

STEP II - FORMAL

Alleged Violation: Article _____ Section _____ Page _____

1. Statement of Grievance _____

2. Action Request (Relief Sought) _____

Signature of Grievant

Date Grievance Submitted

Signature of Principal or
Designee Receiving Grievance

Time and Date of Receipt of Grievance
by Principal or Designee

STEP III

Disposition of Grievance by Principal _____

Grievance Denied or Accepted (Cross out one which does not apply)

Signature of Principal

Date Grievance acted upon by Principal

Signature of Grievant or Designee

Time and Date Grievant or Designee
Received Principal's Reply

Response of Grievant to Principal's Position _____

STEP IV

Signature of Grievant

Date of Grievant's Response

Signature of Superintendent or
Designee Receiving Grievance

Time and Date Grievant's Response is
Received by Superintendent or Designee

STEP V

Disposition of Grievance by Superintendent _____

Grievance Denied or Accepted (Cross out one which does not apply)

Signature of Superintendent of
Schools

Date Grievance Acted Upon by
Superintendent

Signature of Grievant or Designee
Indicating Receipt of Superintendent's
Decision

Time and Date Grievant Received
Superintendent's Reply

STEP VI

Response of Grievant to Superintendent's Position _____

Signature of Grievant

Date of Grievant's Response

Signature of Board's Representative
Receiving Grievant's Response

Time and Date Grievant's Response
Received by Board's Representative

The Union Salary Calculations:

<u>July 1, 2006 - June 30, 2007</u>				Class A		Class B
(STARTING)	INITIAL WORK DATE			15.70		15.39
	AFTER 1st YEAR			16.33		16.02
	AFTER 2nd FULL YEAR			16.98		16.68
	AFTER 3rd FULL YEAR			17.62		17.31
(MAXIMUM)	AFTER 4th FULL YEAR			18.26		17.95
<u>July 1, 2007 - June 30, 2008</u>				Class A		Class B
(STARTING)	INITIAL WORK DATE			16.01		15.70
	AFTER 1st YEAR			16.66		16.34
	AFTER 2nd FULL YEAR			17.32		17.01
	AFTER 3rd FULL YEAR			17.97		17.66
(MAXIMUM)	AFTER 4th FULL YEAR			18.63		18.31
<u>Base for computing 2009 - 2011 Contract</u>				Class A		
(STARTING)	INITIAL WORK DATE			16.01		
	AFTER 1st YEAR			16.66		
	AFTER 2nd FULL YEAR			17.32		
	AFTER 3rd FULL YEAR			17.97		
(MAXIMUM)	AFTER 4th FULL YEAR			18.63		
				1st Half		2nd Half
<u>July 1, 2008 - June 30, 2009</u>				of Year		of Year
(STARTING)	INITIAL WORK DATE			16.17		16.33
	AFTER 1st YEAR			16.83		17.00
	AFTER 2nd FULL YEAR			17.49		17.66
	AFTER 3rd FULL YEAR			18.15		18.33
(MAXIMUM)	AFTER 4th FULL YEAR			18.82		19.01
				1st Half		2nd Half
<u>July 1, 2009 - June 30, 2010</u>				of Year		of Year
(STARTING)	INITIAL WORK DATE			16.49		16.65
	AFTER 1st YEAR			17.17		17.34
	AFTER 2nd FULL YEAR			17.84		18.02

	AFTER 3rd FULL YEAR			18.51		18.69
(MAXIMUM)	AFTER 4th FULL YEAR			19.20		19.39
				1st Half		2nd Half
				of Year		of Year
<u>July 1, 2010 - June 30, 2011</u>						
(STARTING)	INITIAL WORK DATE			16.82		16.99
	AFTER 1st YEAR			17.51		17.68
	AFTER 2nd FULL YEAR			18.20		18.38
	AFTER 3rd FULL YEAR			18.88		19.07
(MAXIMUM)	AFTER 4th FULL YEAR			19.58		19.77

APPENDIX C
RIVERVIEW COMMUNITY SCHOOL DISTRICT
2008-2009 School Calendar

						Student Days	Teacher Days
	August						
	M	T	W	T	F		
					1		
	4	5	6	7	8		
27 - Professional Development	11	12	13	14	15		
28 - Staff Prep Day	18	19	20	21	22		
29 - Labor Day Recess	25	26	27	28	29	0	2
	September						
01 - Labor Day	1	2	3	4	5		
02 - Students 1st Day - RCHS/Seitz Full Day	8	9	10	11	12		
02 - Elementary Students A.M. Teachers P.D. P.M.	15	16	17	18	19		
	22	23	24	25	26		
	29	30				21	21
	October						
			1	2	3		
16 - 1st Trimester Conferences (5-8 P.M.) RCHS	6	7	8	9	10		
31 - Elem/Seitz Students A.M. Teachers P.D. P.M.	13	14	15	16	17		
31 - End 1st Quarter Card Marking - Seitz	20	21	22	23	24		
	27	28	29	30	31	23	23.5
	November						
04 - Election Day - No Students - P.D. RCHS/Elem							
04 - Records Day - No Students - Seitz							
05 - Conferences (5-8 P.M.) Seitz/Elementary	3	4	5	6	7		
06 - Conferences (5-8 P.M.) Seitz/Elememntary	10	11	12	13	14		
25 - End 1st Trimester	17	18	19	20	21		
26 - Records Day - No Students - RCHS/Elem	24	25	26	27	28	16	18
26 - P.D. - No Students - Seitz							
27 & 28 - Thanksgiving							
	December						
	1	2	3	4	5		
	8	9	10	11	12		
01 - Teachers P.D. A.M. - Students P.M. - RCHS	15	16	17	18	19		
22 - 31 - Christmas Recess	22	23	24	25	26		
	29	30	31			15	15

	January						
01 & 02 - New Years' Recess							
05 - Classes Resume							
29 - 2nd Trimester Conferences (5-8 P.M.) RCHS				1	2		
30 - .5 Records Day/.5 No School - Seitz	5	6	7	8	9		
End 2nd Quarter Card Marking - Seitz	12	13	14	15	16		
30 - School A.M. - Students/Staff No School P.M.	19	20	21	22	23		
RCHS/Elementary	26	27	28	29	30	20	20
2009						<u>Student Days</u>	<u>Teacher Days</u>
	February						
	2	3	4	5	6		
13 - Students A.M. Teachers P.D. P.M.	9	10	11	12	13		
	16	17	18	19	20		
	23	24	25	26	27	20	20
	March						
05 - End 2nd Trimester	2	3	4	5	6		
06 - Records Day RCHS/Elem - No Students	9	10	11	12	13		
06 - .5 Records/.5 P.D. Seitz - No Students	16	17	18	19	20		
12 - Conferences (5-8 P.M.) Elementary	23	24	25	26	27		
09 - Teachers P.D. A.M. - Students P.M. - RCHS	30	31				21	22
	April						
03 - End 3rd Card Marking - Seitz			1	2	3		
07 - Conferences (5-8 P.M.) Seitz	6	7	8	9	10		
09 - School A.M. - Spring Break Begins P.M.	13	14	15	16	17		
20 - Classes Resume	20	21	22	23	24		
30 - 3rd Trimester Conferences (5-8 P.M.) RCHS	27	28	29	30		16	16
	May						
					1		
	4	5	6	7	8		
	11	12	13	14	15		
22 - Students A.M. - Teachers P.D. P.M. (Seitz)	18	19	20	21	22		
25 - Memorial Day - No School	25	26	27	28	29	20	20
	June						
	1	2	3	4	5		
11 - Students Last Day A.M. - End 3rd Trimester	8	9	10	11	12		
12 - Records Day	15	16	17	18	19		
	22	23	24	25	26		
	29	30					
TOTAL:						<u>9</u> 181	<u>10</u> 187.5

The intent of this calendar is to maintain 183 student days, 189 teacher duty days and not less than the 1098 instructional hours required by the State.

The equivalent of five professional development days will be accomplished through:

RCHS: 1 day on August 27, 1 day on November 4; .5 days on December 1, 2008; February 13, and March 9, 2009.

Seitz: 1 day on August 27, 1 day on November 26; .5 days on October 31, 2008; February 13, March 6 and May 22, 2009.

Elementary: 1 day on August 27, 1 day on November 4; .5 days on September 2, October 31, 2008; and February 13, 2009.

1.5 day by devoting at least one faculty meeting per month to staff development.

APPENDIX C										
RIVERVIEW COMMUNITY SCHOOL DISTRICT										
2009-2010 School Calendar										
									<u>Student Days</u>	<u>Teacher Days</u>
September										
02 - Professional Development		1	2	3	4					
03 - Staff Prep Day	7	8	9	10	11					
4 & 7 - Labor Day Recess	14	15	16	17	18					
08 - Students 1st Day - RCHS/Seitz Full Day	21	22	23	24	25					
08 - Elementary Students A.M. Teachers P.D. P.M.	28	29	30						17	19
October										
				1	2					
22 - 1st Trimester Conferences (5-8 P.M.)	5	6	7	8	9					
30 - Elem/Seitz Students A.M. Teachers P.D. P.M.	12	13	14	15	16					
	19	20	21	22	23					
	26	27	28	29	30				22	22.5
November										
03 - Election Day - No Students - P.D.	2	3	4	5	6					
26 & 27 - Thanksgiving	9	10	11	12	13					
	16	17	18	19	20					
	23	24	25	26	27					
	30								18	19
December										
03 - End 1st Trimester		1	2	3	4					
07 - Teachers P.D. A.M. - Students P.M. - RCHS	7	8	9	10	11					
22 - School A.M. - Christmas Recess Begins P.M.	14	15	16	17	18					
23 - 31 - Christmas Recess	21	22	23	24	25					
	28	29	30	31					15	16
January										
01 - New Years' Recess					1					
04 - Classes Resume	4	5	6	7	8					
28 - 2nd Trimester Conferences (5-8 P.M.)	11	12	13	14	15					
	18	19	20	21	22					
	25	26	27	28	29				20	20
2010									<u>Student Days</u>	<u>Teacher Days</u>
February										
	1	2	3	4	5					
12 - Students A.M. Teachers P.D. P.M.	8	9	10	11	12					
	15	16	17	18	19					
	22	23	24	25	26				20	20

APPENDIX C										
RIVERVIEW COMMUNITY SCHOOL DISTRICT										
2010-2011 School Calendar										
									Student Days	Teacher Days
September										
01 - Professional Development			1	2	3					
02 - Staff Prep Day	6	7	8	9	10					
3 & 6 - Labor Day Recess	13	14	15	16	17					
07 - Students 1st Day - RCHS/Seitz Full Day	20	21	22	23	24					
07 - Elementary Students A.M. Teachers P.D. P.M.	27	28	29	30					18	20
October										
					1					
21 - 1st Trimester Conferences (5-8 P.M.)	4	5	6	7	8					
29 - Elem/Seitz Students A.M. Teachers P.D. P.M.	11	12	13	14	15					
	18	19	20	21	22					
	25	26	27	28	29				21	21.5
November										
02 - Election Day - No Students - P.D.	1	2	3	4	5					
25 & 26 - Thanksgiving	8	9	10	11	12					
	15	16	17	18	19					
	22	23	24	25	26					
	29	30							19	20
December										
02 - End 1st Trimester			1	2	3					
03 - Record Day - No Students	6	7	8	9	10					
06 - Teachers P.D. A.M. - Students P.M. - RCHS	13	14	15	16	17					
22 - School A.M. - Christmas Recess Begins P.M.	20	21	22	23	24					
23 - 31 - Christmas Recess	27	28	29	30	31				15	16
January										
	3	4	5	6	7					
03 - Classes Resume	10	11	12	13	14					
27 - 2nd Trimester Conferences (5-8 P.M.)	17	18	19	20	21					
	24	25	26	27	28					
	31								21	21

2011						Student Days	Teacher Days
	February						
		1	2	3	4		
11 - Students A.M. Teachers P.D. P.M.	7	8	9	10	11		
14 - No School Students or Staff	14	15	16	17	18		
	21	22	23	24	25		
	28					19	19
	March						
		1	2	3	4		
10 - End 2nd Trimester	7	8	9	10	11		
11 - Records Day 2nd Trimester - No Students	14	15	16	17	18		
14 - Teachers P.D. A.M. - Students P.M. - RCHS	21	22	23	24	25		
	28	29	30	31		22	23
	April						
					1		
	4	5	6	7	8		
14 - School A.M. - Spring Break Begins P.M.	11	12	13	14	15		
14 - 22 - Spring Break	18	19	20	21	22		
25 - Classes Resumes	25	26	27	28	29	15	15
	May						
		2	3	4	5	6	
05 - 3rd Trimester Conferences (5-8 P.M.)	9	10	11	12	13		
27 - Students A.M. - Teachers P.D. P.M. (Seitz)	16	17	18	19	20		
30 - Memorial Day - No School	23	24	25	26	27		
	30	31				21	21
	June						
			1	2	3		
14 - Students Last Day A.M. - End 3rd Trimester	6	7	8	9	10		
15 - Records Day	13	14	15	16	17		
	20	21	22	23	24		
	27	28	29	30		10	11
TOTAL:						181	187.5

The intent of this calendar is to maintain 183 student days, 189 teacher duty days and not less than the 1098 instructional hours required by the State.

The equivalent of five professional development days will be accomplished through:

RCHS: 1 day on September 1, 1 day on November 2; .5 days on December 6, 2010; February 11, and March 14, 2011.

Seitz: 1 day on September 1, 1 day on November 2; .5 days on October 29, 2010; February 11, and May 27, 2011.

Elem: 1 day on September 1, 1 day on November 2; .5 days on September 7, October 29, 2010 and February 11, 2011.

1.5 day by devoting at least one faculty meeting per month to staff development.

APPENDIX F
BEREAVEMENT DAY REQUEST FORM

Individual who passed away _____

Relationship of the deceased to you _____

Date of Death _____ Date of Funeral _____

Name and Location of Funeral Home where services were held _____

Time and Date you were informed of the funeral

Time _____ Date _____

Specified Day(s) you are requesting as bereavement days:

_____	_____
Day	Date
_____	_____
Day	Date
_____	_____
Day	Date
_____	_____
Day	Date
_____	_____
Day	Date

Date you submitted request Signature indicates at funeral School

Requests for use of Bereavement days are to be sent to the personnel office within seven (7) calendar days of the funeral.

(FOR OFFICE USE ONLY)

Number of Bereavement Days Authorized _____

Dates of Authorized Days _____

Comments: _____

Date: _____

Authorized Signature

MEMORANDUM OF UNDERSTANDING
Between
RIVERVIEW COMMUNITY SCHOOL DISTRICT
And the
RIVERVIEW EDUCATION ASSOCIATION

The purpose of this Memorandum of Understanding is to clarify certain contractual and administrative procedures regarding matters of teacher disability as more generally found in Articles VII and XXI of the Master Contract.

Upon presentation of proper documentation of a disability a teacher shall use accumulated Scheduled Absence Days until exhausted. Thereafter, the teacher shall be eligible to apply for a leave for medical reasons. Medical leaves of absence shall be applied for in writing and the application shall contain supporting medical information confirming the illness or disability. A medical leave shall, upon presentation of proper medical documentation, be approved by the Board for one full year. A teacher's right to return from a medical leave during the term of the leave shall be dependent upon a position for which the teacher is certified and meets North Central Accreditation standards becoming available.

A teacher returning from an expired leave shall be assigned to his/her former position if available, or otherwise to a position for which he/she is certified and meets North Central Accreditation standards and has sufficient seniority to be eligible for the position. Extensions of medical leaves shall be granted by the Board upon proper application for one additional year.

Beginning in 1999-2000 eligible teachers who have exhausted their accumulated Scheduled Absence Days and have the approval of the Sick Bank Committee shall be entitled to receive additional leave days from the sick bank for a period not to exceed a total of ninety (90) calendar days in a thirty-six (36) month period. Under no conditions will a teacher be awarded more sick days than necessary to qualify for long term disability benefits.

Teachers may be eligible for long term disability benefits in the event they qualify under the terms of the insurance plan as interpreted by the carrier. It shall be the individual's responsibility to determine if they qualify by contacting the insurance company and completing the necessary forms and providing at their own expense the necessary information. Benefits for an eligible employee shall commence on the ninety-first (91st) consecutive day of total disability.

Teachers will cease to retain employment status with the district upon occurrence of any of the following: the teacher is on medical leave and/or long term disability longer than his/her years of seniority with the district; the teacher becomes eligible for retirement or disability retirement; and/or the teacher is required by the LTD carrier to seek an alternative occupation, or the teacher becomes ineligible for LTD benefits.

The parties recognize that any monthly income benefit provided pursuant to the long term disability plan is offset by Workers' Compensation, other employer sponsored sick leave or disability plans, state or federal disability plans, social security benefits including dependent benefits and regular, early or disability retirement benefits provided by the district or state or federal government.

BOARD OF EDUCATION
RIVERVIEW COMMUNITY SCHOOLS

RIVERVIEW EDUCATION ASSOCIATION

By _____

By _____

Its _____

Its _____

Dated _____

Dated _____

Rea2000/ltdmemo

MEMORANDUM OF UNDERSTANDING
BETWEEN
RIVERVIEW COMMUNITY SCHOOL DISTRICT
BOARD OF EDUCATION
AND THE
RIVERVIEW EDUCATION ASSOCIATION

Working in cooperation the Riverview Community School District Board of Education and the Riverview Education Association agree to the 2008-2009 calendar amendment as presented in the contract. This one year agreement allows a four marking period format for Seitz Middle School. Both parties agree that a trimester format will be developed for the last two years of the contract for Seitz Middle School. Currently the elementary schools and Riverview Community High School are on the trimester calendar format.

RIVERVIEW COMMUNITY SCHOOL
DISTRICT BOARD OF EDUCATION

RIVERVIEW EDUCATION ASSOCIATION

By: _____

By: _____

Its: _____

Its: _____

Dated: _____

Dated: _____

g/reacontract/calendaragreement