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6/30/2000

AGREEMENT

by and between

RIVER VALLEY SCHOOL DISTRICT

and the

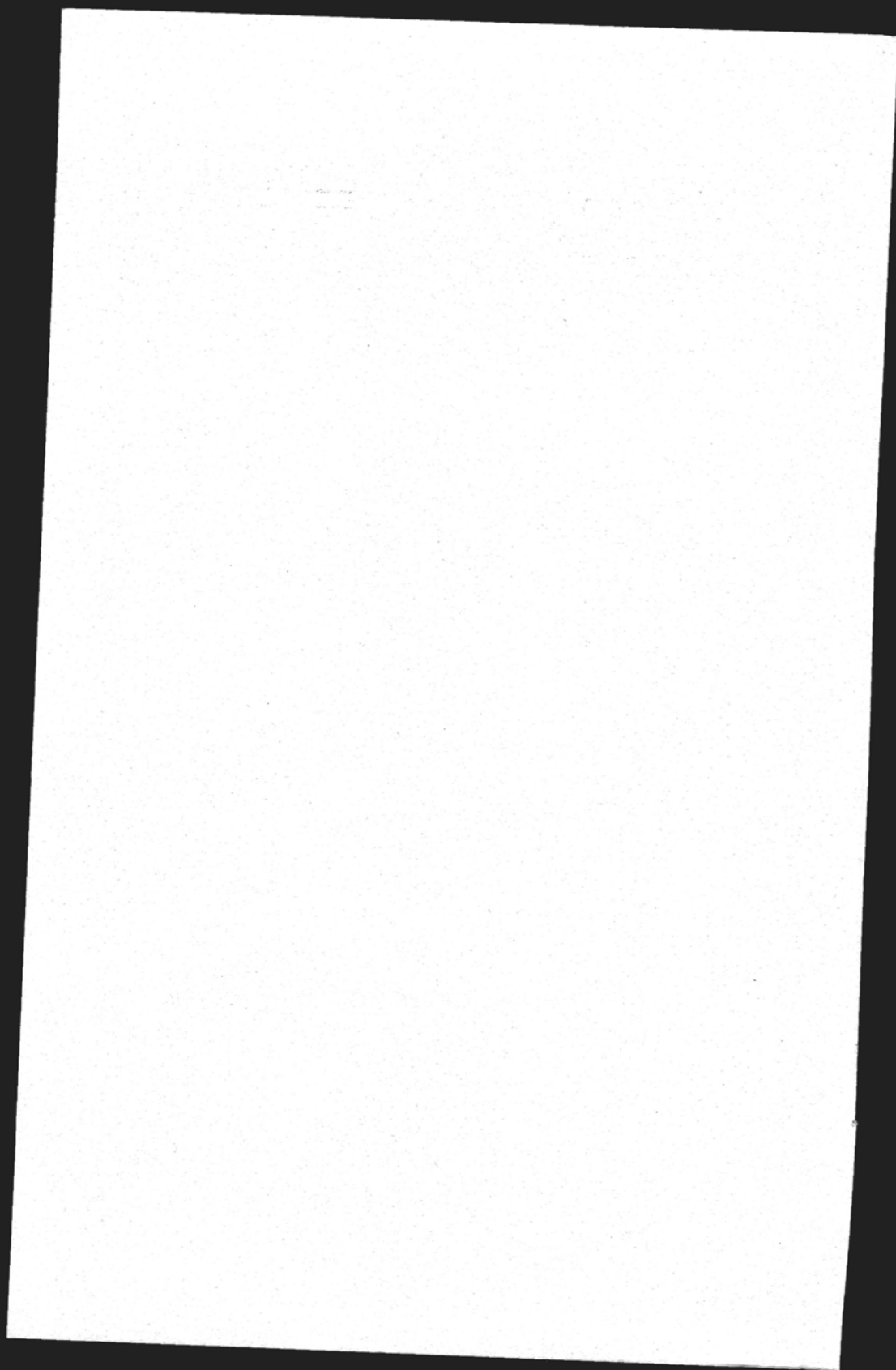
RIVER VALLEY EDUCATION ASSOCIATION 5-CEA/NEA

1997 - 2000

**RIVER VALLEY SCHOOL DISTRICT
THREE OAKS, MICHIGAN 49128**

River Valley School District

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University



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AGREEMENT

THIS AGREEMENT entered into this 14th day of July, 1997, by and between the **RIVER VALLEY SCHOOL DISTRICT, OF THREE OAKS, MICHIGAN**, hereinafter referred to as the "Board," and the **RIVER VALLEY EDUCATION ASSOCIATION/5-CEA/MEA/NEA**, hereinafter called the "Association".

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of River Valley School District is their mutual aim and responsibility, and

WHEREAS, the members of the teaching profession can be of assistance in formulating policies and programs, and

WHEREAS, the Board of Education is required by Section II of Act 379, Public Acts of 1965 to, negotiate with the Association on wages, hours and the terms and conditions of employment of teachers, and the parties, through negotiations in good faith, have reached agreement on all such matters,

THEREFORE, said parties desire to execute this contract covering such agreement:

ARTICLE I - RECOGNITION

Section 1:

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

Section 2:

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

ARTICLE II - ASSOCIATION DUES AND REPRESENTATION FEES

Section 1:

The Board agrees that it shall be a condition of employment that all present teachers who were Association members as of 6-3-77 and all teachers employed after that date shall, within 60 days after the ratification date of this agreement or 60 days after the commencement of employment, whichever comes later, either:

Sign and deliver to the Board an authorization for deduction of membership dues of the Association.

or

Cause to be paid to the Association its established representation fee, which shall not exceed the membership dues of the Association and which shall be determined in a legally permissible manner.

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

The Association in all cases of mandatory fee deduction pursuant to MCLA 408.477; MSA 17.277(7) shall notify the teacher in writing of non-compliance. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further

advise the employee that a request for wage deduction may be filed with the Board in the event compliance is not effected. If the teacher fails to remit the fee or fails to authorize deduction for same, the Association may request the Board to make the deduction. The Board, upon receipt of the request for mandatory fee deduction from the Association shall provide the bargaining unit member with an opportunity for a due process hearing. This hearing shall address the question of whether or not the bargaining unit member has remitted the service fee to the Association or authorized payroll deduction of same.

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

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

The Association will certify at least annually to the Board and at least fifteen (15) days prior to the date of the first payroll deduction for the representation service fees, the amount of said fees to be deducted and certify that said fees include only those amounts permitted by the Agreement and by law.

The parties agree to cooperatively discuss and exchange information regarding the Association's service fee collection and objection procedures. The Association agrees, upon request from the Board, to provide to the Board for its review a copy of the Association's current policy and procedures regarding teacher objections to Association fees and/or expenditures, together with a copy of all materials annually distributed by the

Association and its affiliates to bargaining unit members who choose not to join the Association and/or object to the representation service fees.

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

ARTICLE III - ASSOCIATION AND TEACHERS' RIGHTS

Section 1:

- (a) Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or other applicable laws and regulations as they pertain to education.
- (b) The Association shall have the right to use school facilities and equipment provided they have clearance with the campus administrative office. The Association shall pay for the cost of materials, supplies, and services incident to such use.
- (c) At least one teacher bulletin board per campus, designated by campus principal, and teacher mailboxes shall be made available for official Association materials.
- (d) The Board agrees to furnish to the Association all public information which is pertinent to collective bargaining purposes only after such information has been presented to the Board at a regular meeting or to another governmental agency. The Association must specify the information desired and give the purpose for which it is desired. Original records may be examined only at the office of the

Board of Education. The Association is required to reimburse the Board for extra expense incurred in furnishing information or making records available.

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

Section 2:

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

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

ARTICLE IV - BOARD OF EDUCATION RIGHTS

Section 1:

- (a) The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Construction of the State of Michigan, and of the United States, including the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
2. To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees;
3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature and to implement telecommunication instruction;
5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and non-teaching activities, and the terms and conditions of employment;
6. To deduct from teacher salaries any erroneous or mistaken overpayments.

A reasonable payment schedule shall be reached with the teacher;

- (b) The exercise of the foregoing powers, right, authority, duties and respofic and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.
- (c) Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Lawsnsibilities by the Board, the adoption of policies, rules, regulations and 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 speci or any other national, state, county, district or local laws or regulations as they pertain to education.

ARTICLE V - TEACHING HOURS AND CLASS LOADS

Section 1:

Pre-Kindergarten through 6th grade teachers shall be required to report for regular duty at 8:00 a.m. and shall be required to remain until 3:30 p.m. Teachers of grades 7-12 shall be required to report for regular duty no later than fifteen (15) minutes before the 7-12 student day begins and shall be required to regularly remain thirty (30) minutes after the 7-12 student day ends. Teachers are encouraged to remain for a sufficient period after the close of the pupil's school day to attend to those matters which properly require attention at that time, including consultations with parents when scheduled in advance with teacher knowledge, except that on days preceding holidays or vacations the teacher's day shall end at the close of the pupil's day. On Fridays K-6 teachers may leave after the last bus departs and 7-12 teachers may leave ten (10) minutes after the 7-12 student day ends and following the departure of the last bus. The maximum number of work hours for all teachers per day shall be 7 hours 30 minutes.

Section 2:

Teachers in grades 7-12 shall have a maximum of 276 minutes of student contact time per day.

Section 3:

Elementary teachers may use for preparation all time which is currently provided by various teaching specialists in music, art, physical education and library as long as these positions are maintained by the Board. Teaching specialists have been provided by the Board to the extent financial ability, scheduling, staffing and facilities permit. It is the intent of the Board to continue to provide teaching specialists in order to supplement the curriculum whenever and wherever, in its opinion, it is feasible. The Board realizes teaching specialists are an important aspect of an effective educational program.

If specials cannot be maintained, the Board of Education agrees to meet with the union to consider alternatives and impact of future decisions regarding specials and elementary teacher preparation time.

Section 4:

Each time a teacher is required to teach during his/her preparation time as set forth in this Article, he/she shall receive additional compensation at his/her pro-rated salary.

Section 5:

The Board shall continue its efforts to avoid split grades in the elementary school.

Section 6:

It is the responsibility of each individual teacher, as well as the Board, to provide the highest quality educational program practicable for every boy and girl in the school district. This includes:

1. Careful daily preparation.
2. Teachers may be required to attend a maximum of one (1), one-half (½) hour staff meeting per week if called by the administration.
3. Teachers will be required to attend a maximum of three (3) from (a) and (b).
 - (a) Open Houses.
 - (b) PTA Meetings.
 - (c) Teachers will attend those extra-curricular activities in which they have had an active involvement in preparation and in which their children are participants.

Section 7:

A duty free lunch will be provided for all teachers grades 7-12. Duty free lunch will be provided for all K-6 elementary teachers, except that in the case of emergency or inclement weather, a rotation system of professional staff will supervise children during the last twenty (20) minutes of the lunch periods. K-6 teachers will be paid \$7.50 per lunch period for performing this supervision. The Board reserves the right to supervise K-6

students during emergency or inclement weather with teaching assistants and/or volunteers.

Section 8:

The daily schedule for students and staff for 1997-98 and 1998-99 is as follows:

	<u>Start</u>	<u>End</u>	
		<u>Half-Day</u>	<u>Full-Day</u>
Elementary Students	8:35 a.m.	Shuttle: 11:30 a.m. (M-Th)	3:15 p.m.
		Others: 11:35 a.m. (M-Th)	3:20 p.m.
		Shuttle: 11:10 a.m. (F)	3:15 p.m.
		Others: 11:15 a.m. (F)	3:20 p.m.
Elementary Staff	8:00 a.m.		3:30 p.m.
Secondary Students	7:25 a.m.	10:20 a.m. (M-Th)	2:10 p.m.
		10:00 (F)	
Secondary Staff	7:10 a.m.		2:40 p.m.

Section 9:

The following provisions are stipulated for elementary staff:

- (a) The present staffing level in elementary physical education will be maintained.
- (b) Each DK and Kindergarten class will be scheduled for one (1) session per week for each of the following: 25 minutes for Gym, 25 minutes for Library, 30 minutes for Art, and 25 minutes for Music.
- (c) Each elementary class grades 1-6 will be scheduled for one (1) session per week of 35 minutes for Library and two (2) sessions per week of 30 minutes for Gym.
- (d) Breakfast will be served in the classroom under a six (6) week trial period subject to subsequent review by a committee of 2 teachers and the Principal from each elementary school and the Food Service Director.
- (e) One (1) twenty minute recess will be scheduled per day with the detention room staffed by a reallocation of existing teacher assistant time.

ARTICLE VI - SPECIAL STUDENT PROGRAMS

Section 1:

When a general education classroom teacher is assigned a student from a special education program for severely impaired students (POHI, SXI, SMI, TMI), the teacher shall not be expected to perform routine, scheduled maintenance of a medical appliance or apparatus used by the student to sustain his/her bodily functions nor render routine, scheduled care or maintenance of exceptional bodily functions related to the student's impaired condition. The teacher shall be informed and instructed as to emergency measures which may be necessary on occasion due to the student's impaired condition. Otherwise, it shall be the responsibility of the teacher to implement the student's individualized educational plan for attending to the educational needs of the student while in the teacher's class.

Section 2:

In order to promote continuity of classroom instruction for students involved in special activities, efforts will be made to avoid unusual arrival and/or departing times from general education classrooms to which students are assigned, except when such are specified or required by a student's individualized education plan.

Section 3:

In order to facilitate better communication among the teaching staff, administration and Board with respect to special education concerns and problems, a district special education study committee will be established to identify, study and formulate recommendations with respect to the impact of special education requirements upon the teaching staff of the school district. The committee shall not discuss particular students or their individualized educational plans. Personally identifiable student record information shall not be disclosed to any persons serving on the committee or to any other persons, except in compliance with the rules and regulations governing the privacy, confidentiality and disclosure of student record information. The special education committee shall be

composed of five (5) teachers (one (1) general education teacher from each grade grouping P-6, 7-8, 9-12 and two (2) special education teachers) selected by the Association and shall be chaired by the Special Education Director. Recommendations from the committee shall be forwarded to the Administrative Council for review and consideration.

Section 4:

Whenever an IEPC meeting is convened for a student assigned to a general education teacher, the general education teacher shall be notified and invited to attend, provided such notification and attendance is not contrary to the rules and regulations governing special education and does not impair the ability of the school district to meet its obligation to formulate an IEP in compliance with law.

ARTICLE VII - TEACHING CONDITIONS

Section 1:

It is the primary duty and responsibility of the teacher to teach, and the organization of the school and the school day should be so constructed that the energy of the teacher is primarily utilized to this end. The parties recognize that optimum school facilities for both student and teacher are desirable to aid in providing the high quality of education that is the goal of both the Association and the Board. Thus the Board agrees to continue its efforts:

- (a) To keep class size at an acceptable number as dictated by the financial condition of the district, the building facilities available, the availability of qualified teachers, and the best interests of the district as deemed administratively feasible. Since it is recognized by the Board that pupil-teacher ratio is an important aspect of an effective educational program, special consideration through scheduling and assignment will be given to class size and student-teacher ratio in the case of Special Education students being mainstreamed.
- (b) To keep the schools reasonably and properly equipped and maintained.

- (c) To provide a teacher reference library at each campus in the district and include therein all texts which are reasonably requested by the teachers of that campus.
- (d) To make available in each school typing and duplicating facilities and clerical personnel to aid teachers in the preparation of instructional material.
- (e) To provide a separate desk or file with lockable drawer space for each teacher in the district.
- (f) To provide suitable closet space for each teacher to store coats, overshoes and personal articles.
- (g) To provide adequate chalkboard space in every classroom.
- (h) To provide a copy, exclusively for each teacher's use, of all texts in each of the courses he is to teach.
- (i) To provide adequate storage space in each classroom for instructional materials.
- (j) To provide adequate attendance books, paper, pencils, pens, chalk, erasers and other such material required in daily teaching responsibility.
- (k) To provide gym uniforms for physical education teachers, smocks for art and home economics teachers, laboratory coats for laboratory science teachers, shop coats for vocational and industrial education teachers. Proper laundering service for all of said items shall be provided without charge to the teacher.
- (l) To provide teacher assistants to assist in inventorying of supplies and equipment, duplication of teaching materials, operating audio-visual equipment, collecting monies for milk and lunch, and similar non-professional responsibilities.
- (m) To provide in each school a lounge and/or work-study room for teachers.
- (n) To provide lavatory facilities exclusively for teacher use when practicable and possible.
- (o) To provide telephone facilities to teachers for their reasonable use.
- (p) To permit vending machines in the teacher's lounge.

- (q) To provide off-street parking facilities for teacher use when practicable and possible.

Section 2:

The Board and the Association recognize that such provisions add to the cost of operating a school district.

Section 3:

On days when students are not required to report to school due to adverse weather, teachers may be requested by the administration to report to work by 10:00 A.M. and will continue until 3:00 P.M. On such days teachers are requested to report, and if the teacher is unable to report due to the weather, the procedure shall be as follows:

- (a) If on the first day teachers are requested to report and are unable to do so, they shall notify their principal by 9:30 A.M. No later than the third day of any given storm teachers shall report back to work.
- (b) On subsequent consecutive staff reporting days, teachers who are still unable to report to work may ask for special consideration and shall upon return put in writing the reason for the additional delay of their return.

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

ARTICLE VIII - APPOINTMENT, VACANCIES

PROMOTIONS AND TRANSFERS

Section 1:

A vacancy shall be defined as a professional bargaining unit position which is unfilled because it is newly created or because the bargaining unit member has been promoted out of the unit or has permanently separated from the bargaining unit (by resignation, death, discharge, etc.)

Section 2:

Vacancies shall be posted in each building and a copy of the posting shall be sent to the Association president. Vacancies shall be posted at least ten (10) calendar days before being filled, but the Board may fill vacancies on a temporary basis during the posting period. Vacancies need not be posted in the discretion of the Board in the following circumstances:

- (1) Where the vacancy can be filled by the recall of a laid off teacher in accordance with Article XI;
- (2) Where the vacancy arises during the school year the vacancy may be filled on a temporary basis until the end of the school year at which time it shall be posted.

Section 3:

If a vacancy is posted and not filled and the qualifications for the position are subsequently changed, the vacancy shall again be posted in accordance with this Article before it is filled.

Section 4:

In filling vacancies the Board will consider all relevant factors, including educational background, experience, past performance, certification and seniority. Where applicants' qualifications are equal the position shall be awarded to the most senior applicant.

Applications of current qualified and certified teachers shall be given preferential consideration over non-bargaining unit members in filling vacancies.

Section 5:

The parties recognize that changes in grade assignments in the elementary schools, changes in subject assignments in the secondary school, and transfers between schools will be necessary. While the right of determination to assign or transfer a teacher is vested in the Board, the Board will not, in any case, assign or transfer a teacher without prior discussion with said teacher. Such transfers in changes of assignments shall be on a voluntary basis whenever possible. In making involuntary assignments in transfers, the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and the pupils.

Section 6:

All teachers shall be given tentative notice of their assignments for the forthcoming year no later than the preceding May 31st. In such event that changes in such assignments are made, all teachers affected shall be notified promptly. In no event will changes in teachers' assignments be made later than the 20th day of August preceding the commencement of the school year, unless an emergency situation requires same, and the Association shall be so notified in such instance.

Section 7:

The Board shall have discretion to determine whether to fill a vacancy.

ARTICLE IX - LEAVE

Section 1: Illness or Disability

- (a) All teachers regularly employed by the district shall be credited with ten (10) days sick leave allowance at the beginning of each school year. Teachers who are absent from duty because of personal illness may use these days plus any previous accumulation any time during the year. If a teacher's employment is terminated

prior to the completion of the full year's work, adjustments in the ten (10) days annual allowance will be made on a pro-rata basis. Any unused portion of the annual ten (10) day sick leave allowance may accumulate to a total of one hundred fifty (150) days.

- (b) The computation of teacher's daily wage will be determined by dividing the teaching salary, as determined by Teacher's Salary Schedule - Exhibit A, by the number of teacher work days according to the school calendar - Exhibit D.
- (c) All requests for sick leave allowance must be submitted in writing and approved by the building principal. Proof of illness, signed by a physician, may be required, provided it is requested prior to the teacher's return.
- (d) In the event of absence of a teacher for illness in excess of five (5) consecutive working days, the Board may, at its expense, require an examination by an independent physician.
- (e) Upon the recommendation of the Superintendent, the Board may, at the Board's expense, require a teacher to submit to a physical or mental examination by appropriate specialists to determine whether involuntary sick leave is warranted.
- (f) Any teacher whose personal illness extends beyond the period compensable by sick leave will be granted a leave of absence without pay or increment for such time as is necessary for complete recovery to a maximum of the balance of the school year in which the illness occurred. Further extensions may be granted at the will of the Board. Upon return from the leave, a teacher may be assigned to the same or similar position providing a vacancy exists.
- (g) Any teacher who is absent because of an injury or disease compensable under the Michigan Workers' Compensation Act may receive from the Board, upon written application, the difference between the Workers' Compensation payment prescribed by law and his regular salary, to the extent and until such time as such teacher shall have used up his pro-rated "sick pay" provided herein.

- (h) The accumulated sick leave allowance may be used for serious illness or death in the immediate family. In cases of death, this shall be limited to ten (10) days per death. The immediate family shall include grandparents, father, mother, father-in-law, mother-in-law, spouse, children or other dependents as defined by federal income tax law. Up to three (3) days a year of the accumulated sick leave may be used for death of other relatives and close friends with principal's approval in advance. One (1) day for each occurrence, of the accumulated sick leave allowance may be used to make arrangements for the care of spouse or child in case of general illness.
- (i) A teacher may elect not to use his/her accumulated sick leave, or any portion thereof, during a period of personal illness and take a leave of absence without pay pursuant to sub-section (f) above.

Section 2:

Teachers coming into the system under this Agreement will be given the provisions of Section 1 (a) above plus sick leave credit as follows:

0 years experience - 5 days sick leave credit
1 years experience - 6 days sick leave credit
2 years experience - 7 days sick leave credit
3 years experience - 8 days sick leave credit
4 years experience - 9 days sick leave credit
5 years experience - 10 days sick leave credit
6 years experience - 11 days sick leave credit

Section 3:

A written statement from the office of the Superintendent of Schools, stating the sum total of the accumulated days of sick leave accrued by a full-time employee, shall be given to each employee during September of each school year.

Section 4: Business Leave

- (a) Two (2) days a year of sick leave may be used for business (non-cumulative).
- (b) Personal business days shall be defined as an event or condition that requires the teacher's presence during the school day and is of such nature that it cannot be

attended to at a later time when schools are not in session or at the conclusion of a working day or on weekends. Business Leave cannot be used as an extension of vacation.

- (c) All personal business requests must be made in advance. Failure to request such days in advance, at least 24 hours before the occurrence, shall cause the personal day provision to be inapplicable. Notification for personal business day must be made by the teacher to the building principal. However, exception to the 24-hour notice may be made in an emergency situation as determined by the building principal.
- (d) Legal commitments that are not related to other employment and legal commitments requiring absence because a teacher has been subpoenaed or is required for a court appearance shall not be subject to the vacation extension exclusion of Section 4 (b).

Section 5: Leaves of Absence

- (a) Teachers may be granted leave with pay, provided there is advance administrative approval, for visitation at other schools, or attending meetings or conferences of an educational nature. The number of teachers allowed to leave at any one time will be within the discretion of the administration. At the discretion of the Board, each teacher shall be permitted to attend at least one annual professional conference within a 250 mile radius of the district. Travel, meals, lodging and registration fees for approved conferences shall be deemed appropriate expense of the Board, as well as the cost of the substitute teacher needed to relieve the participant. A teacher attending such conference and meetings shall be granted sufficient leave time to attend without loss of compensation.
- (b) A leave of absence may be granted a teacher called for jury service. The Board shall pay an amount equal to the difference between the teacher's daily salary and the daily jury duty fee paid by the court (not including travel allowances or

reimbursement of expenses) for each day on which the teacher reports for or performs jury duty on which he otherwise would have been scheduled to work (provided that the teacher cooperates with the administration in seeking to be excused from such services).

- (c) A leave of absence with pay may be granted for time necessary for appearance in any legal proceedings connected with the teacher's employment or with the school system, if the teacher is required by law to attend.
- (d) The Association shall be permitted to use four (4) days of leave for teachers who are officers or duly appointed representatives of the Association for Association business, but not for negotiation business. The Association shall request said leave not less than forty-eight (48) hours before the leave begins. An amount equal to a substitute teacher's pay shall be deducted from the Association member who is granted such leave. The Board will allow released time for two (2) annual general meetings of Association members and one (1) meeting per month for the executive officers, to be held after the student day, for Association business. However, no discussion of any type pertaining to negotiations shall be held during the scheduled working hours of Association members.

Section 6: Leave Pay

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

Section 7: Extended Leave of Absence

- (a) Unless otherwise indicated elsewhere in this Agreement, or in the Michigan Teacher Tenure Act, the following conditions shall apply to extended leaves of absence:
 - 1. Requests for leaves shall be in writing.
 - 2. Eligibility shall be based on a minimum of two (2) years' continuous employment in the River Valley district.

3. All extended leaves shall be limited to one (1) year. Further extensions shall be at the will of the Board.
4. Salary increments shall not accrue.
5. Sick leave days shall not accrue, but unused sick leave days held at the start of the leave shall be reinstated.
6. Written notice of intention to either return or resign shall be given the Superintendent of Schools by March 1 of the calendar year in which the leave expires.
7. Re-employment during the school year shall be at the discretion of the Board, and re-employment for the beginning of a new school year shall depend upon an opening on the staff for which the teacher is qualified.
8. Upon written application, a leave of absence for up to one (1) year may be granted without pay for study related to the teacher's licensed field or his professional growth. The regular salary increment shall not accrue.
9. A leave of absence shall be granted a teacher who is drafted or enlists in any branch of the armed forces of the United States. Reinstatement on completion of such service shall be in accordance with the requirements of the applicable laws of the United States. Regular salary increments shall accrue.
10. A teacher will be granted one (1) year leave without pay prior to the beginning of, or at the conclusion of, the school year to campaign for himself/herself or serve in a public office. Further extensions shall be granted at the will of the Board. This provision shall not apply where a teacher vacates his/her employment by becoming a member of the Legislature.
11. A teacher may be granted a leave without pay of up to one (1) year in duration for the purpose of primary child care of an infant.

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

ARTICLE X - PROFESSIONAL IMPROVEMENT

Section 1:

The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the area of their specialization, leave for work on advanced degrees or special studies and participation in community educational projects.

Section 2:

After school courses, workshops, conferences and programs designed to improve the quality of instruction shall be encouraged. Every effort will be made to obtain people of the highest qualification to participate in the presentation of such programs.

ARTICLE XI - REDUCTION IN PERSONNEL

Section 1:

In the event of declining enrollment, insufficient operating funds or changing curriculum needs, reductions in certified personnel may be necessary.

- (a) It is hereby specifically recognized that it is within the sole discretion of the Board of Education to reduce the educational program and the professional staff.
- (b) In order to promote an orderly reduction in personnel when educational program or curriculum change indicates that such a reduction is necessary, the following procedure shall be used:
1. The River Valley Education Association shall be informed of a contemplated reduction in personnel and shall have the opportunity to comment and recommend to the Board regarding said layoff.
 2. No teacher shall be laid off except by providing written notice thereof at least forty (40) calendar days prior to the effective date of the layoff unless the

layoff is necessitated by unforeseen circumstances or the failure of a millage election in the month of August or during the academic year.

3. Probationary teachers shall be laid off first, in reverse order of seniority provided there are fully qualified, fully certified teachers to replace and perform all the duties of the laid off teachers.
4. If reduction is still necessary, then teacher(s) in the specific positions being reduced or eliminated will be laid off. However, such teacher(s) shall be placed in the position for which he/she is fully qualified and certified which is held by the least senior teacher.

Section 2:

Definitions:

- (a) Certification - as defined by the State Board of Education.
- (b) Qualifications
 1. Grades K-6.
 - a. Certification for the grade level.
 - b. In the specialized areas of physical education, music and art the Board may also require specific certification in the subject(s) to be taught.
 2. Grades 7-8.
 - a. Certification for the grade level; and
 - b. Major or minor in the subject(s) to be taught or a minimum of one (1) year successful teaching experience in the subject(s) and grade level in those subject(s) within the last five (5) years.
 - c. In the specialized areas of physical education, music and art the Board may also require specific certification in the subject(s) to be taught.

3. Grades 9-12.
 - a. Certification; and
 - b. Major or minor in the subject(s) to be taught; and
 - c. Satisfaction of North Central accreditation standards.
 4. Special Education teachers shall be deemed to be qualified if they are certified for the position.
 5. For instrumental music the Board may require major concentration in band instruments as indicated on college transcripts. For vocal music the Board may require major concentration in vocal music as indicated on college transcripts.
 6. Counselors shall be deemed to be qualified if they have a Masters degree in counseling or if they have worked as a counselor in the district within the last five (5) years.
- (c) Seniority - The term "seniority" shall be defined as the length of continuous service in the bargaining unit. However, individuals employed as administrators prior to September 1, 1989, shall be entitled to count administrative service for purposes of calculating seniority. Other administrators may only count teaching service in the district. A teacher shall have seniority from the last date of hire. Date of hire shall be the date on which the River Valley Board of Education approves to hire the teacher or the first work day of contracted employment, whichever occurs first. However, a teacher's seniority date shall not precede the date of the teacher's certification. Leaves of absence granted pursuant to the Master Agreement between the River Valley Education Association and River Valley Board of Education and administrative service shall not constitute an interruption in continuous service. Credit given for outside teaching experience in school districts shall not be considered for the purpose of accumulating seniority, but shall serve

to reduce the probationary period in accordance with the provisions of the tenure act.

(d) Recall

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

Section 3:

The certification and qualifications of a teacher to be laid off shall be the certification and qualifications on file with the Board at the time the notice of layoff is sent. The certification and qualifications of a teacher to be recalled from layoff shall be the certification and qualifications on file with the Board at the time the notification of recall from layoff is sent. It is the teacher's duty to make sure the Board's records are correct and to notify the Board in writing of any inaccuracies or changes.

Section 4:

A seniority list consistent with this Agreement shall be prepared by the Board within thirty (30) days of the ratification of this Agreement. The seniority list shall be in rank order based upon the last date of hire. The seniority list shall contain the names of all school district employees, including nonbargaining unit members who have seniority. In the event more than one individual has the same last date of hire, the relative place of such persons on the seniority list with respect to that date of hire will be determined by a drawing of lots participated in by all affected employees. Those affected employees will be provided with forty-eight (48) hours notice of the drawing to allow their attendance. The president of the Association or his/her designee shall also be provided with forty-eight (48) hours of notice of the drawing. The seniority list shall be published with notation of the certification/approvals then on file with the Board and posted conspicuously in the area of each building reserved for teacher use as well as being placed in the general office of each building. Updates of the list shall be published and posted as they are made but no less than once each school year.

Section 5:

A teacher who is laid off and who is paid unemployment compensation benefits (associated with his/her regular teaching assignment) during the summer immediately following the layoff and who is subsequently recalled to a teacher position at the beginning of the next school year will be paid according to an annual salary rate, such that his/her

unemployment compensation plus that annual salary rate will be equal to the rate of salary he/she would have earned for the school year had he/she not been laid off, subject to the following conditions:

- (a) The total unemployment compensation plus salary earned by the employment in the district shall not be below that which the employee would have received had he/she been employed the entire school year.
- (b) The salary earned through employment in the district shall not be less than his/her salary for the same or similar period for the preceding year.

ARTICLE XII - SPECIAL TEACHING ASSIGNMENTS

Section 1:

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

Section 2:

Vacant extra-curricular positions set forth in Exhibits B and C shall be posted. Extra-duty positions will be filled on an annual basis. The Board reserves the discretion whether to fill a position. In filling positions all relevant factors will be considered, including training, experience, past performance and seniority. When all other factors are equal, seniority shall be the determining factor.

Section 3:

Each year the principal shall inform each staff member in his building(s) as soon as possible after the beginning of the school year, of his extra-curricular assignment(s) as recommended in writing to the Superintendent of Schools. If the Superintendent approves the recommendation, he shall soon thereafter inform the teacher in writing of his extra pay

for this work as established in the Agreement, Exhibits B and C. Extra-curricular assignments are non-tenure.

ARTICLE XIII - PROFESSIONAL GRIEVANCE PROCEDURE

Section 1:

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

Section 2:

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

Section 3: First Step

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

Section 4: Second Step

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

Section 5: Third Step

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

Section 6: Fourth Step

If the grievance has not been settled in the Third Step, the Association may appeal to arbitration by filing a Demand for Arbitration with the American Arbitration Association

within fifteen (15) days after receipt of the Third Step answer. The grievant may not appeal to arbitration without the written consent of the Association. All matters submitted to arbitration shall be submitted to the American Arbitration Association in accordance with its voluntary rules and regulations then obtaining within the time specified above and such rules shall govern the arbitration hearing. Both parties agree to be bound by the award of the arbitrator and that the costs of any arbitration proceeding under this provision shall be borne equally between the parties.

Section 7:

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

- (1) The discharge or demotion of any tenured teacher pursuant to the provisions of the Michigan Teacher Tenure Act.
- (2) The discharge or non-renewal of any probationary teacher pursuant to the provisions of the Michigan Teacher Tenure Act.
- (3) Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the teachers' tenure act (Act IV Public Acts, extra session, of 1937 of Michigan as amended).
- (4) The provisions of any insurance contracts or policies.
- (5) The content of any evaluation, individualized development plan and/or plan of assistance, which are issued in conformance with the evaluation procedure of this Agreement.

Section 8:

The powers of the arbitrator shall be limited as follows:

- (1) The arbitrator shall have no power or authority to alter, amend, add to, or subtract from the terms of this Agreement or hear any matter which is excluded from the grievance procedure pursuant to Section 7.
- (2) The arbitrator shall have no power to establish salary scales or change any salary.
- (3) The arbitrator shall have no power to rule on any complaint for which there is another remedial procedure or forum established by law or regulation having the force of law.

Section 9:

Grievances which are not appealed within the time limit specified in the above grievance procedure shall be considered to be withdrawn by the grievant and/or Association. In the event the Board or its representatives do not give and answer within the time limits specified, the grievance shall automatically progress to the next step. It is understood and agreed that the time limits specified in the grievance procedure may be extended by agreement between the Board and the teacher or Association. As used in this Article the word "days" shall mean school days during the regular academic year and calendar days during the summer break.

Section 10:

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

Section 11:

Any individual employee at any time may present grievances to his employer and have the grievances adjusted, without intervention of the bargaining representative, if the adjustment is not inconsistent with the terms of a collective bargaining contract or

agreement then in effect, if the bargaining representative has been given the opportunity to be present at such adjustment.

ARTICLE XIV - PROFESSIONAL COMPENSATION

Section 1:

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

Section 2:

The basic salaries of teachers covered by the Agreement are set forth in Exhibit A which is attached to and incorporated in this Agreement. With prior approval of the Superintendent or his/her designee, continuing education units recognized and authorized through the State Department of Education shall be applicable for salary schedule advancement beyond the master's degree at the rate of 1 CEU equivalent to one-third (1/3) semester hour. A maximum of fifteen (15) continuing education units may be applied toward salary schedule advancement beyond the masters degree. Confirmation of attendance and understanding of the course content for continuing education units may be required. All continuing education units must be applicable to maintaining or acquiring areas of certification by the teacher or directly related to improving the teaching skills and/or subject matter instruction of the teacher or improvement of the learning environment of students.

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

Section 3:

Teachers involved in extra duty assignments set forth in Exhibits B and C which are attached to and incorporated in this Agreement shall be compensated in accordance with the provisions thereof.

Section 4:

The salary schedule is based upon the regular school calendar as set forth in this Agreement and the normal teaching hours as defined in this Agreement.

Section 5:

Reimbursements for professional meetings that are held outside the boundaries of our school district and approved by the Superintendent and/or Principal prior to the meeting will be reimbursed for expenses of fees of meeting, meals, lodging and mileage as per Board Policy.

Section 6:

Teachers who teach on more than one campus and as a result are required in the course of their work to drive personal automobiles from one school building to another shall receive a mileage reimbursement "per Board Policy". The same reimbursement shall be given for use of personal cars for approved field trips or other approved business of the district. The Board shall provide liability insurance protection for teachers when their personal automobiles are used as provided in this Section.

ARTICLE XV - DEPARTMENT HEADS

Section 1:

Department Heads will be appointed in the following areas:

Grades 9-12:

- (1) Math
- (2) Science
- (3) Language Arts
- (4) Social Studies
- (5) Trade and Industry and
Agriculture
- (6) Business
- (7) Fine Arts
- (8) Special Education
- (9) Physical Education

Grades 6-8:

- (1) Science
- (2) Math
- (3) Language Arts
- (4) Social Studies

Department Heads will be appointed annually by the appropriate level principal after conferring with teachers in the Department.

Section 2:

Department Heads will be allowed released time, from time to time, throughout the year.

ARTICLE XVI - CURRICULUM COUNCIL

The Curriculum Council will be formed during the month of September. The members of the Curriculum Council will be composed of Department Heads (grades 6-12) and grade level chairs, K-5; however, the Board may designate a special education teacher in grades K-8 to serve on the Curriculum Council instead of the Special Education Department Head.

The Board's Curriculum Coordinator will act as the chair for the Curriculum Council. The Curriculum Council will meet at the call of the Council Chair. The primary task of the Council is to annually review and study the scheduled curriculum areas and to make recommendations on course goals and objectives. The Council shall also study the following areas as necessary:

- (a) Evaluating of teachers
- (b) Testing programs and instructional management systems
- (c) Pilot and experimental and/or innovative programs
- (d) Policies relating to the District's instructional Programs and curriculum.

The Council will be given an opportunity to provide input regarding changes in existing instructional programs and new instructional programs. Curriculum Council members will be allowed released time on an individual basis, from time to time, when available and possible.

ARTICLE XVII - TEACHER EVALUATION

Section 1:

A probationary teacher employed for at least one full school year, shall be provided with an individualized development plan developed by administrative personnel in consultation with the probationary teacher. The individualized development plan shall

include a description by the administration of any noted deficiencies and the improvement and/or correction required. A probationary teacher will be evaluated at least once each full school year during the probationary period, which shall be an annual year-end performance evaluation. The annual year-end performance evaluation shall be based on, but not limited to, at least two classroom observations held at least sixty days apart, unless a shorter interval between the two classroom observations is mutually agreed upon by the teacher and the administration. The annual year-end performance evaluation shall include an assessment of the teacher's progress in meeting the goals of his or her individualized development plan.

Section 2:

Tenured teachers will be provided with a performance evaluation at least once every three (3) years. If a tenured teacher has received a less than satisfactory performance evaluation, the teacher shall be provided with an individualized development plan developed by administrative personnel in consultation with the individual teacher. The individualized development plan shall include a description by the administration of any noted deficiencies and the improvement and/or correction required. The performance evaluation will be based on, but not limited to, at least two classroom observations conducted during the period covered by the evaluation. If the tenured teacher has been provided an individualized development plan, the evaluation shall include an assessment of the teacher's progress in meeting the goals of his or her individualized development plan.

Section 3:

All classroom observations shall be at least thirty (30) minutes in duration and will be conducted with the full knowledge of the teacher. No classroom observations will be conducted during the first five (5) student days of the school year nor the day before or after school holidays or vacations more than one day in duration.

Section 4:

Probationary and/or tenured teachers may be evaluated and/or observed more frequently and in addition to the minimum requirements of Sections 1 and 2 of this Article.

Section 5:

All formal evaluations and classroom observation reports will be delivered, in writing, at a conference held between the principal and the teacher no later than ten (10) school days following the most recent classroom observation upon which they are based. Teachers not on an individualized development plan shall have their evaluations completed prior to March 25.

Section 6:

A teacher may confer with the Superintendent regarding his/her evaluation. The instrument to be used for classroom observation reports and teacher evaluation is set forth in Exhibit E.

Section 7:

A teacher upon his/her request shall be entitled to have an Association representative present during any conference with an evaluator where any noted deficiencies and/or the teacher's progress toward correcting the noted deficiencies are to be discussed.

ARTICLE XVIII - INSURANCE PROTECTION

Section 1:

During the length of this Agreement the Board will contribute toward the cost of MESSA Care I health insurance for each teacher who elects coverage. During the 1997-98, 1998-99, and 1999-2000 school years, the Board will pay up to the prior year contribution as well as ninety percent (90%) of any increase in premium. Part-time teachers shall be entitled to a pro-rated share of the above. To be eligible for the benefits provided in the above program a teacher or his/her dependents must be listed on the

company insurance billing during the first month of their employment or during the open enrollment period. That portion of insurance costs which are the obligation of teachers shall be deducted from the teacher's salary.

Section 2:

The Board shall make payment of insurance premiums for each teacher to provide insurance coverage for a twelve (12) month period beginning July 1st and ending June 30th. For those teachers commencing employment in August or September, the Board shall contribute a monthly premium at the beginning of their employment until June 30th of the following year.

Section 3:

For those full-time teachers not selecting the above health insurance, the Board shall contribute an amount per month toward the purchase of available MESSA/MESFA/DELTA DENTAL options. The amount per month shall be as follows:

1997-98:	\$125.00	1999-2000:	\$125.00
1998-99:	\$125.00		

Section 4:

During the life of this Agreement the Board will pay the full premium for Delta Dental, full family 50/50 co-pay for each full-time teacher.

Section 5:

The insurance is subject to the rules and regulations of the underwriting carrier.

ARTICLE XIX - JUST CAUSE

Section 1:

A tenured teacher shall not be reprimanded, disciplined, or discharged without just cause. The discharge or demotion of a tenured teacher shall be governed exclusively by the procedures and standards of the Michigan Teacher Tenure Act applicable thereto and shall not be subject to the grievance procedure or arbitration provisions of this Agreement.

Section 2:

The discharge or non-renewal of a probationary teacher shall be governed exclusively by the procedures and standards of the Michigan Teacher Tenure Act applicable thereto and shall not be subject to the grievance procedure or arbitration provisions of this Agreement. Probationary teachers may appeal disciplinary measures other than discharge or non-renewal through the grievance procedure, but the disciplinary measure shall not be reversed by an arbitrator unless it is shown to be arbitrary and capricious.

Section 3:

Adverse evaluations shall not be considered reprimands or discipline, but reprimands or discipline resulting from adverse evaluations shall be grievable, subject to the above restrictions.

Section 4:

Extra-curricular positions shall be excluded from just cause.

ARTICLE XX - MISCELLANEOUS

Section 1:

Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this Agreement and its amendments. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.

Section 2:

This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

Section 3:

If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Section 4:

Copies of this Agreement shall be printed at the equal expense of the Board and the Association and presented to all teachers now employed or hereafter employed during the life of this Agreement.

Section 5:

During the negotiations of this Agreement, each party made proposals and counterproposals. This Agreement encompasses and incorporates all such proposals. It is the intention of the parties that this Agreement, during its term, shall cover all negotiable items, proposals, and subjects concerning wages, hours and conditions of employment. If telecommunication instruction is implemented by the Board, the Board agrees to negotiate regarding the impact of its decision if the Association demands bargaining.

Section 6:

The Association and Board recognizes that strikes and other forms of work stoppages are currently contrary to law. The Association and Board subscribe to the principle that during the life of this Agreement differences shall be resolved by peaceful and appropriate means without interruption of the school program.

Section 7.

The Board reserves the right to adopt a policy and enforce work rules prohibiting smoking and/or the use of tobacco products and/or tobacco preparations by any employee to any extent and at any and all times in any school facilities, vehicles and/or equipment and/or on school premises and/or while involved in duties regarding any school activities.

ARTICLE XXI - DURATION

Section 1:

This Agreement, executed this 14th day of July, 1997, is effective as of the 1st day of July, 1997, and shall remain in full force and effect until (or through) June 30, 2000 and from year to year thereafter unless either party gives termination notice, in writing, to the other party at least ninety (90) days prior to the expiration date.

SIGNATURE PAGE

RIVER VALLEY
EDUCATION ASSOCIATION

Kristin Brauchamp *Negotiations*
Chair
Name Title

Diane McCotter *Negotiator*
Name Title

James M. Duff *Negotiator*
Name Title

Robert [unclear] *Member*
Name Title

BOARD OF EDUCATION

[Signature]
President

[Signature]
Secretary

[Signature]
Member

[Signature]
Member

LETTER OF AGREEMENT

Both the Board and the Association share a common concern regarding the creation of a proper environment which affects both students and teachers. When a teacher believes that due to building temperature the physical environment is affecting the educational process, he/she shall notify his/her building principal. If the situation is not rectified within a reasonable period of time, the teacher shall provide written notice to the Superintendent of Schools. The teacher shall be entitled to a written response within five (5) school days.

It is understood that building temperature depends primarily upon weather conditions and the efficiency of heating and cooling equipment. It is also understood that factors such as finances, equipment and expertise of maintenance personnel affect the Board's ability to maintain proper building temperature. Further, facility availability and attendance and instructional requirements affect the Board's ability to remove or relocate students and staff from uncomfortable facilities. With these understandings the Board will endeavor to maintain the temperature in buildings at levels of 60 degrees Fahrenheit or higher.

Dated: July 14, 1997

RIVER VALLEY SCHOOL DISTRICT

By: 

Its: President

Dated: July 14, 1997

RIVER VALLEY EDUCATION
ASSOCIATION 5-CEA/MEA/NEA

By: 

Its: President

LETTER OF AGREEMENT

The district will continue its practice of allowing the Association to use the district mail service until this results in a problem due to postal laws or regulations.

Dated: July 14, 1997

RIVER VALLEY SCHOOL DISTRICT

By: _____

Its: President

RIVER VALLEY EDUCATION
ASSOCIATION 5-CEA/MEA/NEA

Dated: July 14, 1997

By: _____

Its: President

LETTER OF AGREEMENT

For the 1997-98, 1998-99, and 1999-2000 school years, teachers shall have the option of each pay being 1/21st (1/21) or 1/26th (1/26) of their contract each payroll, less legal, contracted and teacher authorized deductions. Teachers choosing the 1/26th option may also have the option of receiving their remaining salary, less legal, contracted and teacher authorized deductions, for that school year in a lump sum on the 21st payroll. The first payroll for 1997-98 shall be September 5, 1997. The first payroll for 1998-99 shall be September 4, 1998. The first payroll for 1999-2000 shall be September 3, 1999.

<u>SCHOOL YEAR</u>	<u>21 PAY OPTION</u>	<u>26 PAY OPTION</u>
1997-98	21 Payrolls (9/5/97-6/12/98)	26 Payrolls (9/5/97-8/21/98)
1998-99	21 Payrolls (9/4/98-6/11/99)	26 Payrolls (9/4/98-8/20/99)
1999-2000	21 Payrolls (9/3/99-6/9/2000)	26 Payrolls (9/3/99-8/18/2000)

Dated: July 14, 1997

RIVER VALLEY SCHOOL DISTRICT

By: *John A. J...*

Its: President

RIVER VALLEY EDUCATION
ASSOCIATION 5-CEA/MEA/NEA

Dated: July 14, 1997

By: *Robert ...*

Its: President

LETTER OF INTENT

As a result of Schools of Choice, when elementary class size reaches twenty-eight (28) students in any classroom, additional teacher assistant time will be negotiated to be in place within 15 working days after the student that increased the class size to twenty-eight starts attendance.

Dated: July 14, 1997

RIVER VALLEY SCHOOL DISTRICT

By: *Don A. Ziger*

Its: President

Dated: July 14, 1997

RIVER VALLEY EDUCATION
ASSOCIATION 5-CEA/MEA/NEA

By: *Robert A. Huff*

Its: President

LETTER OF INTENT

During the 1997-98 transitional year of block scheduling, if changes need to be made to accomodate the new program (i.e., exam times, calendar, daily schedule, etc.) the Association and the Board will bargain a Letter of Agreement.

Dated: July 14, 1997

RIVER VALLEY SCHOOL DISTRICT

By: *Kevin A. Zing*

Its: President

Dated: July 14, 1997

RIVER VALLEY EDUCATION
ASSOCIATION, 5-CEA/MEA/NEA

By: *Robert Huff*

Its: President

EXHIBIT A

RIVER VALLEY SCHOOL DISTRICT
1997-98 SALARY SCHEDULE

Years of Experience	Bachelor's Degree	Bachelor's Degree Followed by 18 Semester Hours as well as Possession of a Continuing or Professional Teaching Certificate for Level of Teaching	Master's Degree	Master's Degree Followed by 15 Semester Hours as well as Possession of a Continuing or Professional Teaching Certificate for Level of Teaching	Master's Degree Followed by 30 Semester Hours as well as Possession of a Continuing or Professional Teaching Certificate for Level of Teaching
0	24,195		26,892	28,447	29,301
1	24,920		27,699	29,301	30,180
2	25,669		28,532	30,180	31,084
3	26,439	27,399	29,387	31,084	32,018
4	27,232	28,221	30,270	32,018	32,979
5	28,048	29,067	31,178	32,978	33,969
6	28,889	29,939	32,112	33,968	34,987
7	29,178 *	30,837	33,075	34,986	36,036
8		31,763	34,067	36,035	37,117
9		32,715	35,089	37,117	38,231
10		33,696	36,143	38,231	39,378
11		34,708	37,227	39,378	40,559
12		35,748	38,344	40,557	41,776
13		36,821	39,495	41,774	43,028
14		37,928	40,679	43,028	44,320
15		39,064	41,899	44,319	45,650
16		40,236	43,547	46,501	47,895
17		40,638 *	43,984	47,432	50,319
18			44,424 *	47,906 *	50,822 *

* These amounts are for staff who are at the top step of their column for 1996-97 and who will not receive a salary increase for 1997-98. These amounts include a 1% salary increase that is non-cumulative and expires at the end of 1997-98.

EXHIBIT B

		% Applied	Add'l Amount
Varsity Football Coach	1 at	13.5	\$ 300
Assistant Varsity Football Coach	2 at	8	150
10th Grade Football Coach	2 at	8	50
9th Grade Football Coach	2 at	6	0
Middle School Football Coach	2 at	5	30
Boys' Varsity Basketball Coach	1 at	13.5	300
Boys' J.V. Basketball Coach	1 at	8	150
Boys' 9th Grade Basketball Coach	1 at	6	80
Boys' Middle School Basketball Coach	2 at	5	30
Boys' 5th & 6th Grade Basketball Coach	2 at	3.5	30
Girls' Varsity Basketball Coach	1 at	13.5	300
Girls' J.V. Basketball Coach	1 at	8	150
Girls' 9th Grade Basketball Coach	1 at	6	80
Girls' Middle School Basketball Coach	2 at	5	30
Girls' 5th & 6th Grade Basketball Coach	2 at	3.5	30
Varsity Baseball Coach	1 at	8.5	260
Junior Varsity Baseball Coach	1 at	6	150
9th Grade Baseball Coach	1 at	5	80
Boys' Varsity Track Coach	1 at	8.5	260
Boys' Assistant Varsity Track Coach	1 at	5	100
Boys' Middle School Track Coach	1 at	4	30
Girls' Varsity Track Coach	1 at	8.5	260
Girls' Assistant Varsity Track Coach	1 at	5	100
Girls' Middle School Track Coach	1 at	4	30
Boys' Cross Country Coach	1 at	6	80
Girls' Cross Country Coach	1 at	6	80
Varsity Golf Coach	1 at	6	160
Middle School Wrestling Coach	1 at	4	30
Varsity Wrestling Coach	1 at	12	200
Junior Varsity Wrestling Coach	1 at	8	100
Girls' Varsity Volleyball Coach	1 at	7	260
Girls' Junior Varsity Volleyball Coach	1 at	5	150
Girls' 9th Grade Volleyball Coach	1 at	5	50

EXHIBIT B (continued)

Girls' Middle School Volleyball Coach	2 at	4	30
Girls' Varsity Softball Coach	1 at	8.5	260
Girls' Junior Varsity Softball Coach	1 at	6	150
Girls' 9th Grade Softball Coach	1 at	5	80
Girls' Middle School Softball Coach	2 at	4	30

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

The coaches will be paid the foregoing percentage of their teaching salary based on the Bachelor's Degree Schedule, Exhibit A, to a maximum allowance of ten (10) years experience in the same sport. The maximum number of years credit a coach can receive for activity experience outside of the River Valley School District shall be six (6) years.

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

STEP	1997-98
0	24,125
1	24,920
2	25,669
3	26,439
4	27,232
5	28,048
6	28,889
7	29,756
8	30,649
9	31,570
10	32,517

EXHIBIT C

	<u>1997-98</u>	<u>1998-99</u>	<u>1999-2000</u>
High School Cheerleading Sponsor	1,000		
Freshman Cheerleading Sponsor	325		
7th and 8th Grade Cheerleading Sponsor	300		
Chess Club Sponsor	200		
Photography Sponsor	200		
German Sponsor	350		
Spanish Sponsor	350		
Ski Club Sponsor	250		
Intramural (each sport) 4 at	350		
High School and Middle School Play Director... 4 events: ... Drama Events at	600		
Musical Events at	1,200		
Senior Class Sponsor	350		
Junior Class Sponsor	350		
Sophomore Class Sponsor	125		
Freshman Class Sponsor	100		
High School Student Council	475		
Middle School Student Council	250		
FFA Sponsor	400		
FHA Sponsor	250		
NHS Sponsor	350		
Business Professionals of America	400		
Director of Band Activities	2,000		
Director of Junior Band Activities	1,500		
Director of Choral Activities	600		
Ushers' Club	300		
K-6th Grade Activity Sponsors (per activity) ...	200		
7th and 8th Grade Yearbook Advisor	200		
High School Academic Challenge	400		
High School Science Olympiad	400		
Middle School Science Olympiad	400		
Pom Pom Sponsor	325		
SADD Sponsor (H.S.)	250		
SADD Sponsor (M.S.)	250		

EXHIBIT C (continued)

Middle School Spelling Team	200
Drivers Education (per hour)	16.00
Curriculum Council	350
Emergency Medical Technician	1,100
First Aid/CPR Aide	600
Mentor Teacher	3% of B.A. 0 Step

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

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

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

EXHIBIT D

RIVER VALLEY SCHOOL DISTRICT
1997-1998

August 22, 1997 - Friday		New Teachers
August 25 - Monday		All Staff Report
August 26 - Tuesday		First Student Day - 1/2 Student Day. 1/2 Day Planning P-12
September 1 - Monday		Labor Day - No School
September 2 - Tuesday		School Resumes
October 21 - Tuesday *		No School P-12 Students - In-Service
October 24 - Friday	(42 Student Days) (44 Staff Days)	End 1st Marking Period 1/2 Student Day P-12 1/2 Day Staff Planning P-12
October 29 & 30 - Wednesday & Thursday		P-6 Parent/Teacher Conferences 1/2 Student Day P-6
October 31 - Friday		1/2 Day Students and Staff P-6
November 5 - Wednesday		1/2 Student Day 7-12 Afternoon Parent/Teacher Conferences 7-12
November 6 - Thursday		7-12 Evening Parent/Teacher Conferences
November 7 - Friday		1/2 Day 7-12 Students and Staff
November 26 - Wednesday		1/2 Day Students & Staff
November 27 and 28 - Thursday & Friday		Holiday Recess
December 1 - Monday		School Resumes
December 22, 1997 - Monday to January 2, 1998		Holiday Recess
January 5, 1998 - Monday		School Resumes
January 14 & 15 - Wednesday & Thursday		HS/MS Exams - 1/2 Student Day 7-12 Staff All Day
January 16 - Friday	(48 Student Days) (48 Staff Days)	HS/MS Exams - 1/2 Student Day P-12 Staff All Day - End of 1st semester
February 11 - Wednesday *		No School P-12 Students - In-Service
February 18 & 19 - Wednesday & Thursday		1/2 Student Day Parent/Teacher Conferences P-6
February 20 - Friday		1/2 Day P-6 Students and Staff
February 25 - Wednesday		1/2 Student Day 7-12 1/2 Day 7-12 Parent/Teacher Conferences

EXHIBIT D (continued)

February 26 - Thursday		7-12 Evening Parent/Teacher Conferences
February 27 - Friday		1/2 Day Students & Staff 7-12
March 20 - Friday	(44 Student Days) (45 Staff Days)	1/2 Student Day P-12, 1/2 Day Planning P-12 End of 3rd Marking Period
March 30 to April 5 (Monday through Sunday)		Spring Break
April 6 - Monday		School Resumes
April 10 - Friday		Holiday No School
May 25 - Monday		Memorial Day - No School
June 2 - Tuesday		HS/MS Exams - 1/2 Student Day 7-12 1/2 Records Day, Staff All Day
June 3 - Wednesday		HS/MS Exams - 1/2 Student Day P-12 1/2 Records Day, Staff All Day
June 4 - Thursday	(47 Student Days) (47 Staff Days)	HS/MS Exams - P-12 1/2 Day Last Day for Students and Staff

To include 181 Student Days + 3 Staff Days For Total of: 184 Staff Days

I. Any cancelled student instruction days in excess of three (3) will be made up without additional compensation as follows:

- A. The first five (5) makeup days shall be worked by extending the end of the school year.
- B. The next five (5) makeup days shall be worked during the scheduled spring break.
- C. Any makeup days required beyond ten (10) will be worked by further extending the end of the school year.

II. The four (4) planning days for focus and CUE must be taken prior to May 15th. Requests for use of such days must be made at least five (5) days in advance. If substitute teachers are not available, days must be taken by May 22nd.

* Dates are subject to change based on speaker availability.

EXHIBIT E

**CLASSROOM OBSERVATION REPORT - EVALUATION FORM
PROBATIONARY/TENURE**

Teacher: _____ Evaluator: _____

Grade or Subject: _____ School: _____ Date: _____

KEY-

S - Satisfactory
I - Improvement noted

UN - Unsatisfactory - needs attention
N - Not Observed

NOTE: The teacher's strengths in the respective areas will be noted in the "Comments" sections.

I. INTERPERSONAL RELATIONSHIPS

Relationship with Pupils	S	I	UN	N
Gains confidence and respect of pupils				
Can work with pupils of various backgrounds				

Relationship with Parents	S	I	UN	N
Is willing to arrange Conferences				
Works understandingly and cooperatively with parents				

Teacher - Staff Relationships	S	I	UN	N
Cooperates with colleagues				
Accepts share of responsibilities				
Recognizes opinions of others				
Participates in professional activities				
Considers suggestions				

Comments - Interpersonal Relationships

II. TEACHING EFFECTIVENESS

Planning and Preparation	S	I	UN	N
Devotes time to gathering materials for teaching				
Uses textbooks and supplementary materials appropriately				
Plans thoroughly both on short and long term basis				
Uses community resources appropriate to the course of study when available				
Evidence of lesson plans				
Evidence of knowledge of subject matter				

Ability to Instruct	S	I	UN	N
Varies teaching methods through the use of audio visual aids, and other learning technologies when available.				
Strives to motivate student interest				
Develops skills of problem solving and critical thinking in pupils				

Ability to Evaluate	S	I	UN	N
Makes use of school records in assessing pupil progress				
Recognizes individual differences and has reasonable expectation levels				
Uses appropriate evaluation methods				
Provides individual counseling when needed				
Keeps accurate records				

Classroom Atmosphere/Environment	S	I	UN	N
Provides an environment for cooperation and participation				
Encourages well-directed, purposeful activities				
Handles discipline problems effectively				
Treats pupils with proper respect as individuals				
Uses the physical facilities of the classroom appropriately and creatively				
Monitors the physical facilities of the classroom for maintenance needs				

Comments - Teaching Effectiveness

III. PROFESSIONAL INVOLVEMENT

Professional Involvement	S	I	UN	N
Considers suggestions from administration				
Maintains awareness of educational developments				
Willing to experiment with new methods				
Attends In-Service meetings				
Adheres to administrative policies				

Comments - Professional Involvement

IV. PERSONAL ATTRIBUTES

Appearance - Attitudes	S	I	UN	N
General appearance and grooming				
Punctual				
Completes tasks efficiently and on time				
Demonstrates flexibility				
Shows good judgment, tact				
Reliable				
Uses initiative, creativity				
Receptive of constructive criticism				
Attempts to correct weakness				

Comments - Personal Attributes

V. OVERALL EFFECTIVENESS

Comments by Principal: _____

Comments by Teacher: _____

Considering all factors, the performance of this teacher is: Satisfactory Unsatisfactory

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

Signatures:

Reviewed by _____
Principal Date

Reviewed by _____
Teacher Date

