



**River Valley School District**  
15480 Three Oaks Road  
Three Oaks, Michigan 49128

**Agreement**

**by and between the**

**BOARD OF EDUCATION**  
**of the**  
**RIVER VALLEY SCHOOL DISTRICT**

**And the**

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

**July 1, 2020 through June 30, 2021**

Notice of Nondiscrimination

The River Valley School District Board of Education does not discriminate on the basis of race, color, national origin, sex (including sexual orientation or transgender identity), disability, age, religion, height, weight, marital or family status, military status, ancestry, genetic information, or any other legally protected category, (collectively, "Protected Classes"), in its programs and activities, including employment opportunities. Any person who believes that he or she has been discriminated against or denied equal opportunity or access to the District's programs, activities, or services may contact the District's Compliance Officers: Mrs. Heidi Clark, Chikaming Principal (extension 1701) or Mr. Patrick Breen, Middle/High School Principal (extension 1032), 15480 Three Oaks Road, Three Oaks, MI 49128, 269-756-9541.

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**AGREEMENT  
PREAMBLE**

This Agreement entered into this, 22<sup>nd</sup> day of June, 2020, by and between the River Valley School District, of Three Oaks, Michigan, the "Board", and the River Valley Education Association/5-CEA/MEA/NEA, the "Association".

**WITNESSETH**

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

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

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

**ARTICLE I  
RECOGNITION**

**A. RVEA/5-CEA/MEA/NEA and RVSD Introduction**

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

**B. Teacher and Board Terminology Defined**

The term "Teacher" when used in this Agreement shall refer to all employees (represented by the named employee organization) in the bargaining or negotiating unit as above defined and whose employment is subject to the Michigan Teacher Tenure Act, as amended. The term "Board" shall include the Board of Education of the River Valley School District, its officers and agents.

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**ARTICLE II  
ASSOCIATION DUES AND REPRESENTATION FEES**

The Public Employee Relations Act ("PERA"), MCL 423.201, *et seq.*, as amended by 2012 P.A. 349, provides that, as a condition of employment, no member of the collective bargaining unit represented by the Association may be required to (1) pay any dues, fees, assessments or other charges or expenses of any kind to, (2) become or remain a member of or refrain or resign from membership in, or (3) voluntarily affiliate with, or voluntarily financially support, a labor organization or a collective bargaining representative.

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**ARTICLE III  
ASSOCIATION AND TEACHERS' RIGHTS**

**A. Teacher Rights Under Revised Michigan School Code**

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

**B. Association Rights to Facility Usage**

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. Teacher Bulletin Board and Mailboxes**

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

**D. Procedures for Dissemination of Public Information**

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. Teacher Membership Requirements Defined**

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

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**ARTICLE IV  
BOARD OF EDUCATION RIGHTS**

**A. Rights Under Law**

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

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

**B. Exercise for Foregoing Powers**

The exercise of the foregoing powers, right, authority, duties and responsibilities and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

**C. Board Authority Under the Michigan Revised School Code**

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under Michigan Revised School Code, MCL 380.1 et seq., or any other national, state, county, district, or local laws or regulations as they pertain to education.

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**ARTICLE V  
TEACHING HOURS AND CLASSLOADS**

**A. Teacher/Student Instructional Days and Hours**

All teachers shall provide students with state-mandated instructional days and hours.

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



2. In the event there is a new less than full-time instructional program or a change in a less than full-time instructional program, both parties agree that Article V, Section A, may be reopened at the request of either party for the purpose of negotiating appropriate language to cover the new or changed situation.

**B. Teacher Starting and Ending Times**

Teachers will have a “regular” scheduled day four (4) days during the week, and an “early” scheduled day one (1) day during the week. The “regular” scheduled day for all teachers is from 7:30 a.m. until 3:10 p.m., and the maximum number of work hours shall be seven (7) hours and forty (40) minutes. The “early” scheduled day for all teachers is from 7:00 a.m. until 3:10 p.m., and the maximum number of work hours shall be eight (8) hours and ten (10) minutes. The “early” scheduled days shall be determined by the building principal prior to the start of the school year, and are to be used for teacher collaboration. Teachers are encouraged to remain in the building for a sufficient period after the close of the students’ school day to attend to those matters which require proper attention, such as meeting with parents when scheduled in advance with teacher knowledge. On Fridays and days preceding holidays or vacations, teachers will be permitted to leave when the last bus leaves except on days of scheduled professional development. On the last day of school for the school year, teachers will be permitted to leave when the last bus leaves providing the teacher has completed checkout with his/her building administrator.

**C. Teacher Work Week**

The work week for a full-time teacher shall include:

1. Instruction or related duties involving sufficient student-teacher contact for the purpose of meeting required instructional time under the provisions of the Michigan Revised School Code MCL 380.1 et seq. and the State School Aid Act.
2. A thirty (30) minute duty-free lunch period will be provided to elementary teachers, and a twenty-seven (27) minute duty-free lunch period will be provided to middle/high school teachers.
3. Preparation time:
  - a. Middle/High School teachers will be provided preparation time equal to one class period (not less than 56 minutes) per day.
  - b. Elementary teachers will be provided a minimum preparation time of 200 minutes per week, which will be during the scheduled student day.
4. Unless mutually agreed upon between teacher and administrator, a middle/high school general education teacher will not be assigned to teach more than one class or level during any one teaching period.
5. One (1) twenty (20) minute recess will be scheduled per day with the detention room staffed by a teacher assistant.
6. The Association and the Board will bargain a letter of agreement if changes need to be made to accommodate a program other than a six (6) class and one (1) advisory period day.

**D. Work Week for Part-Time Teachers**

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

**E. Option for Alternative Flexible Schedule**

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

- F. Work Week for Shared Teachers Between Buildings**  
Due to the sharing of staff between buildings, teachers may be assigned a flexible work week schedule as long as the assignment does not exceed the number of regular weekly teaching hours and preparation time.
- G. Compensation for Teaching During Preparation Time**  
Prep time is to be used for planning, preparing for and improving instruction. Each time a teacher is required to teach during his/her preparation time as set forth in this article, he/she shall receive the rate of \$30.00 per hour. Occasionally, teachers are asked to participate in building-level activities such as benchmark testing and leadership team meetings focused on all students. Each time a teacher is requested to participate in these type of building-level activities and they miss their preparation time, they will receive the rate of \$30.00 per hour as compensation for the missed preparation time. Any meetings scheduled during prep time should be used strategically, so they do not dominate the prep times of teachers.
- H. Compensation for Teaching Additional Class Period**  
A full-time teacher who agrees to teach an additional class period for a semester, or major portion thereof, during their planning period shall receive an additional 18% of the full time salary pro-rated per diem.
- I. Compensation for Part-Time Teacher**  
A part-time teacher shall be defined as a teacher who is hired to teach less than a full teaching load for more than sixty (60) consecutive school days in the same assignment.
1. A secondary part-time teacher salary shall be prorated based upon 18% of a full time salary for each class period taught. This compensation includes one teaching period and one prorated planning period.
  2. Part-time elementary teachers shall be compensated on a proration based upon the total minutes worked, including actual teaching time and planning time, in proportion to the total minutes in a full time teacher work day.
- J. K-5 Emergency Weather Supervision**  
In case of emergency or inclement weather, a rotation system of professional staff will supervise students during the last twenty (20) minutes of the lunch periods. K-5 teachers will be paid \$7.50 per lunch period for performing this supervision. The Board reserves the right to supervise K-5 students during emergency or inclement weather with teaching assistants and/or volunteers.
- K. Teacher Staff Meetings, Emergency Teacher Meetings**  
Teachers may be required to attend up to two (2) teacher meetings per month, with each meeting lasting a maximum of sixty (60) minutes each. No meetings can be scheduled on a Friday or a day before a school holiday. There will be a two-day notice given to staff prior to holding the meetings. Meetings can be used to accumulate the required hours of professional development providing the content of the meetings comply with the requirements of professional development as determined by the Michigan Department of Education.
- L. Additional Required Teacher Meetings**  
Teachers may be required to attend a maximum of three (3) from the items below:
1. Open houses and/or back to school nights
  2. Awards programs
  3. Parent organizational events

**M. Teachers and Extra-Curricular Activities Participation**

Teachers will attend those extra-curricular activities in which they have had an active involvement in preparation and in which their students are participants.

**N. Department and Grade Level Meetings Attendance**

Each teacher shall, to the extent required for the proper discharge of his/her professional obligations, participate in department and grade level meetings called by the chairperson.

**O. Parent/Teacher Conference Participation**

Parent/Teacher conferences are held twice a year during the first and third marking periods. Teachers are required to meet with parents who attend during the scheduled conference times for their building. Teachers are not required to use their preparation time or time outside of school to hold make-up conferences with parents who did not attend the scheduled conferences. This does not apply to parent meetings that are scheduled in advance with teacher knowledge to address specific student issues.

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**ARTICLE VI  
SPECIAL STUDENT PROGRAMS**

**A. Teacher Responsible for Student IEP Implementation**

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 Program for attending to the educational needs of the student while in the teacher's class.

**B. Continuity of Classroom Instruction for Special Students**

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 Program.

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**ARTICLE VII  
TEACHING CONDITIONS**

**A. Teacher's Primary Duty and Responsibility, Student-Teacher Ratio, Reference Library, Duplicating Services, Teacher Storage Area, Teacher's Lounge, Faculty Parking, Others**

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

1. To keep class size at an acceptable number as dictated by the financial condition of the District, the building facilities available, the availability of qualified teachers, and the best interests of the District as deemed administratively feasible. Since it is recognized by the Board that student-teacher ratio is an important aspect of an effective educational program, special consideration through scheduling and assignment will be given to class size and student-teacher ratio in the

case of Special Education students being mainstreamed. When elementary class size reaches twenty-eight (28) students in any classroom (including specials classes), additional teacher assistant time will be negotiated to be in place within fifteen (15) working days after the student that increased the class size to twenty-eight (28) starts attendance.

2. The maximum class size in secondary chemistry and physical science courses shall not exceed twenty-four (24) students. The maximum class size in all other secondary science and culinary arts courses shall not exceed twenty-eight (28) students or the number of lab stations available. The maximum class size in all other assigned secondary courses (excluding music courses) shall not exceed thirty (30) students. When any class exceeds the maximum class size, the District shall within ten (10) school days reduce the number of students to the specified class size limit. The above set limits may be exceeded with written permission of the teacher and the Association.
3. To keep the schools reasonably and properly equipped and maintained.
4. To provide a teacher reference library at each campus in the District and include therein all texts which are reasonably requested by the teachers of that campus.
5. To make available in each school duplicating facilities.
6. To provide a separate desk or file with lockable drawer space for each teacher in the District.
7. To provide suitable closet space for each teacher to store coats, overshoes and personal articles.
8. To provide chalkboard/white board or grease board in every classroom.
9. To provide a copy, exclusively for each teacher's use, of all texts in each of the courses he is to teach.
10. To provide adequate storage space in each classroom for instructional materials.
11. To provide school personnel to assist in inventorying of supplies and equipment, duplication of teaching materials, operating audio visual equipment, collecting monies for milk and lunch, and similar non-professional responsibilities.
12. To provide smocks for art and home economics teachers, laboratory coats for laboratory science teachers, shop coats for vocational and industrial education teachers. Proper laundering service for all of said items shall be provided without charge to the teacher.
13. To provide in each school a lounge and/or work-study room for teachers.
14. To provide lavatory facilities exclusively for teacher use when practicable and possible.
15. To provide a telephone in each building for teacher use provided that such use does not interfere with the use of the telephone for district purposes.
16. To permit snacks or pop vending machines in the teacher's lounge (or designated location), under the sole responsibility of the Association.
17. To provide off-street parking facilities for teacher use when practicable and possible. The administration reserves the right to assign teacher designated parking areas as needed.

**B. Board and Association Cost Recognition**

The Board and the Association recognize that such provisions add to the cost of operating the District.

**C. Teacher Inclement Weather Reporting Procedures**

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

1. If on the first day teachers are requested to report and are unable to do so, they shall notify their principal by 9:30 A.M. No later than the third day of any given storm teachers shall report back to work.

2. On subsequent consecutive staff reporting days, teachers who are still unable to report to work may ask for special consideration and shall upon return put in writing the reason for the additional delay of their return.

**D. Cancelled Scheduled Days of Student Instruction**

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

**E. Teacher Acting as Principal**

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

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**ARTICLE VIII**

**VACANCIES, PROMOTIONS, APPOINTMENTS & TRANSFERS**

**A. Vacancy Defined**

A “vacancy” shall be defined as a professional bargaining unit teaching position that the School Board intends to fill, to which no person is assigned and includes positions open to:

1. Retirement
2. Resignation
3. Death
4. Transfer
5. Promotion
6. Discharge
7. Reduction in personnel (where a position remains in existence)
8. Newly created position

**B. Promotion Defined**

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

**C. Assignment Defined**

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

**D. Transfer Defined**

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

**E. Certifications and Qualifications**

Definitions:

1. **Certification** – to be fully certified for a position the teacher shall hold a valid certification for the grade level and subject matter as defined by the Michigan Department of Education.
2. **Qualifications** – qualified refers to the following:
  - a. Certification in subject matter
  - b. College major

- c. Highly qualified as defined by No Child Left Behind
- 3. **Performance** – performance refers to the following:
  - a. satisfactory evaluation at River Valley within the last 6 years
  - b. has no active Individual Development Plan (IDP)

**F. Vacancy Posting Procedures**

During the regular school year, vacancies shall be posted internally and externally simultaneously for at least seven (7) calendar days before a vacancy is filled. Vacancies shall be posted in each building and a copy of the posting shall be sent to the Association president. During the summer months when regular school is not in session, vacancies shall be posted internally and externally simultaneously for at least ten (10) calendar days before a vacancy is filled. A shorter term may be mutually agreed upon between the Association and the Board. During the summer months when regular school is not in session, the Employer will post in the superintendent's office all vacancies as above described and shall also forward a copy to the Association. The Board may fill vacancies on a temporary basis during the posting period. Employees who are interested in the vacancy are to submit a letter of application to the superintendent. The employee will interview with the appropriate administrator, and a decision regarding the transfer will be made prior to interviews with any external candidates. The right of determination to assign or transfer a teacher is vested with the Board.

The length of any external vacancy postings shall be determined by the Board.

Vacancies need not be posted at the discretion of the Board in the following circumstances:

- 1. Where the vacancy can be filled by the recall of a laid off teacher.
- 2. Where the vacancy arises during the school year the vacancy may be filled on a temporary basis until the end of the school year at which time it shall be posted.
- 3. Where the vacant position has been redefined due to a program reduction or change.
- 4. Where the board determines to not fill the vacancy.

**G. Posted Vacancy Not Filled**

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

**H. Tenure in Student Activities/Coaching Assignments**

A teacher shall not have tenure in any student activity or coaching assignment. The initial assignment or reassignment of a teacher shall be for reasons satisfactory to the administration and/or the Board. A student activity or coaching assignment may be temporarily or permanently discontinued; included as an addition to a regular teaching assignment for additional compensation; or it may be performed by a non-bargaining unit volunteer or employee.

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**ARTICLE IX  
SENIORITY**

**A. Seniority Defined**

Seniority – The term “seniority” shall be defined as the length of continuous service in the bargaining unit. However, individuals employed as administrators prior to September 1, 1989, shall be entitled to count administrative service for purposes of calculating seniority. Other administrators may only count teaching service in the District.

- 1. A teacher shall have seniority from the last date of hire. Date of hire shall be the date on which the Board approves to hire the teacher or the first work day of contracted employment,

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

2. Leaves of absence granted pursuant to the Agreement between the Association and Board and administrative service within the district not to exceed one (1) year shall not constitute an interruption in continuous service.
3. Credit given for outside teaching experience in school districts shall not be considered for the purpose of accumulating seniority.

**B. Seniority List**

A seniority list consistent with this Agreement shall be prepared by the Board within thirty (30) days of the ratification of this Agreement. The seniority list shall be in rank order based upon the last date of hire. The seniority list shall contain the names of all school district employees, including non-bargaining unit members who have seniority. Effective July 1, 2013, the placement of individuals on the seniority list shall be determined by the date and time of acceptance of a job offer by the superintendent. Offer and acceptance can either be verbal or in writing. 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.

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**ARTICLE X  
SPECIAL TEACHING ASSIGNMENTS**

**A. Student Teacher Supervision**

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

**B. Extra-Curricular Positions in Exhibits B and C**

Vacant extra-curricular positions set forth in Exhibits B and C shall be posted. Extra-duty positions will be filled on an annual basis. The Board reserves the discretion whether to fill a position. For any reappointment(s) to Exhibit B, extra-curricular position(s), the position(s) need not be posted.

**C. Extra-Curricular Assignment(s) Appointments**

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. If the Superintendent approves the recommendation, he/she shall soon thereafter inform the teacher in writing of his/her extra pay for this work as established in the Agreement, Exhibits B and C. Extra-curricular assignments are non-tenure.

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**ARTICLE XI  
LEAVE**

Regular, reliable and punctual attendance is an essential function of every assignment. Additionally, attendance is a required component of the teacher evaluation rating system. Any leave taken may require additional medical documentation, so the District may verify the reason for the absence.

**A. Illness or Disability Leave**

1. All teachers regularly employed by the District shall be credited with twelve (12) days sick leave allowance at the beginning of each school year. A teacher who is hired after the beginning of

the school year shall be credited with a pro-rata sick leave allowance based on his/her start date. 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 twelve (12) days annual allowance will be made on a pro-rata basis. Any unused portion of the annual twelve (12) day sick leave allowance may accumulate to a total of one hundred fifty (150) days.

2. The computation of teacher's daily wage will be determined by dividing the teaching salary, as determined by the Teacher's Salary Schedule – Exhibit A, by the number of teacher work days according to the school calendar – Exhibit D.
3. Proof of illness, signed by a physician, may be required, provided it is requested by the Superintendent within seven (7) days of a teacher's return.
4. 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.
5. 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.
6. 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. 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.
7. 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/her regular salary, to the extent and until such time as such teacher shall have used up his pro-rated "sick pay" provided herein.
8. The accumulated sick leave allowance may be used for serious illness or death in the immediate family. In cases of death, this shall be limited to ten (10) days per death. The immediate family shall include spouse, children, father, mother, siblings, grandparents, mother-in-law, father-in-law or other dependents as defined by law. Up to three (3) days a year of the accumulated sick leave may be used for death of other relatives and close friends with the 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.
9. Any teacher taking leave pursuant to the Family and Medical Leave Act (FMLA) leave is required to substitute any of his/her earned or accrued personal leave or sick leave for unpaid FMLA leave. Such leave will count towards the maximum allowable leave, as the paid leave and FMLA/Service Member Family leave to which the staff member is entitled will run concurrently.
10. Absences under the Family and Medical Leave Act (FMLA) will be provided by the Board in accordance with federal law.

#### **B. Accrued Sick Leave Information**

The sum total of the accumulated sick leave days accrued by individual bargaining members will be available via the electronic payroll system. (The system is updated approximately every two weeks.)

#### **C. Business Leave (Personal Business Days)**

1. Three (3) days a year of sick leave may be used for business (non-cumulative).
2. Personal business leave 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. Personal business leave cannot be used as an extension of vacation.

3. All personal business leave 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 leave must be made by the teacher to the building principal. However, exception to the 24-hour notice may be made in an emergency situation as determined by the building principal.
4. Legal commitments that are not related to other employment and legal commitments requiring absence because a teacher has been subpoenaed or is required for a court appearance shall not be subject to the vacation extension exclusion of Section C.2 above.

#### **D. Leaves of Absence Procedures**

1. Teachers may be granted leave with pay, provided there is advance administrative approval, for visitation at other schools, or attending meetings or conferences of an educational nature. The number of teachers allowed to leave at any one time will be within the discretion of the administration. The Board agrees to provide upon application and approval, reimbursement for appropriate travel and conference expenses. The Board reserves the right to establish limits on travel and conference expenses or determine in advance which expenses (and at which level) are appropriate. Approval to attend shall be determined by the building principal. A teacher attending such conference and meetings shall be granted sufficient leave time to attend without loss of compensation.
2. A leave of absence may be granted a teacher called for jury service. A teacher who serves on a jury will be released from teaching duties for the time served. Teachers who serve on juries shall be paid at the per diem rate (not including travel allowances or reimbursement of expenses) minus the jury duty pay.
3. A leave of absence with pay may be granted for time necessary for appearance in any legal proceedings connected with the teacher's employment or with the school system, if the teacher is required by law to attend.
4. The Association shall be permitted to use four (4) days of leave for teachers who are officers or duly appointed representatives of the Association for Association business, but not for negotiation business. The Association shall request said leave not less than forty-eight (48) hours before the leave begins. An amount equal to a substitute teacher's pay shall be deducted from the Association member who is granted such leave. The Board will allow released time for two (2) annual general meetings of Association members and one (1) meeting per month for the executive offices, to be held after the student day, for Association business. However, no discussion of any type pertaining to negotiations shall be held during the scheduled working hours of Association members. As required by law, compensation for such time shall be included in reportable compensation to MPSERS if the Association or the employee reimburses the District for the associated MPSERS costs.

#### **E. Leave Pay**

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

#### **F. Extended Leave of Absence**

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

- c. All extended leaves shall be limited to one (1) year. Further extensions shall be at the will of the Board.
  - d. Salary increments shall not accrue.
  - e. Sick leave days shall not accrue, but unused sick leave days held at the start of the leave shall be reinstated.
  - f. Written notice of intention to either return or resign shall be given to the Superintendent by March 1 of the calendar year in which the leave of absence expires.
  - g. Re-employment during the school year shall be at the discretion of the Board, and re-employment for the beginning of a new school year shall depend upon an opening on the staff for which the teacher is qualified.
  - h. Upon written application, a leave of absence for up to one (1) year may be granted without pay for study related to the teacher's licensed field or his professional growth. The regular salary increment shall not accrue.
  - i. A leave of absence shall be granted a teacher who is drafted or enlists in any branch of the armed forces of the United States. Reinstatement on completion of such service shall be in accordance with the requirements of the applicable laws of the United States. Regular salary increments shall accrue.
  - j. A teacher will be granted one (1) year leave without pay prior to the beginning of, or at the conclusion of, the school year to campaign for him/her or serve in a public office. Further extensions shall be granted at the will of the Board. This provision shall not apply where a teacher vacates his/her employment by becoming a member of the Legislature.
  - k. A teacher may be granted a leave without pay of up to one (1) year in duration for the purpose of primary child care of an infant.
2. To the extent required by the provisions of the 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. Please see Appendix A for employee's rights and procedures under the FMLA. Any cash-in-lieu payments will not occur during a FMLA leave.

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**ARTICLE XII**  
**PROFESSIONAL IMPROVEMENT**

**A. Participation by Teachers in Professional Organizations**

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

**B. Encouragement to Improve the Quality of Instruction**

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.

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**ARTICLE XIII**  
**PROFESSIONAL GRIEVANCE PROCEDURE**

**A. Definitions**

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

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

The terms "days" shall mean business days.

**B. Teachers First Time Line to Report Possible Grievance (Informal Stage)**

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

**C. First Step**

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

**D. Second Step**

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

**E. Third Step**

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

**F. Fourth Step**

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

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

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

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

**G. Michigan Tenure Act Grievance Exclusions**

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

- The discharge or demotion of any tenured teacher pursuant to the provisions of the Michigan Teachers' Tenure Act.
- The discharge or non-renewal of any probationary teacher pursuant to the provisions of the Michigan Teachers' Tenure Act.
- Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Michigan Teachers' Tenure Act.
- The provisions of any insurance contracts or policies.
- The content of any evaluation, individualized development plan, and/or plan of assistance.
- Any other matter that is a prohibited subject under PERA, MCL 423.215.

**H. Powers of the Arbitrator**

The powers of the arbitrator shall be limited as follows:

- The arbitrator shall have no power or authority to alter, amend, add to, or subtract from the terms of this Agreement or hear any matter which is excluded from the grievance procedure pursuant to Section G or any matter which is identified as a prohibited subject of bargaining under Section 15 of the Public Employment Relations Act.
- The arbitrator shall have no power to establish salary scales or change any salary.
- The arbitrator shall have no power to rule on any complaint for which there is another remedial procedure or forum established by law or regulation having the force of law.

**I. Grievance Timeline Specifics**

Grievances which are not appealed within the time limit specified in the above grievance procedure shall be considered to be withdrawn by the grievant and/or Association. In the event the Board or its representatives do not give and answer within the time limits specified, the grievance shall automatically progress to the next step. It is understood and agreed that the time limits specified in the grievance procedure may be extended by agreement between the Board and the teacher or Association.

**J. Participation of Grievance Procedure During the Work Day**

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

**K. Grievance Adjustment**

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.

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**ARTICLE XIV  
PROFESSIONAL COMPENSATION**

**A. Teacher Compensation Defined**

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

**B. Recognition of Previous Employment for Salary Purposes**

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

**C. Salary Advancement**

An effective or highly effective evaluation is required for a teacher to advance to the next step on the salary schedule. A teacher that earns a Master's degree will advance two (2) steps on the salary schedule providing official transcripts are received by September 30<sup>th</sup>. For salary purposes, the effective date will be the first day of the current school year. The Master's degree must be in the field of education, aligned with the teacher's current duties and approved by the Superintendent.

**D. Extra-Duty Assignment Compensation**

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

**E. Salary Schedule Compensation**

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

**F. Reimbursement for Expenses**

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

**G. Use of Personal Vehicle for Teachers Shared in the District**

Teachers who teach on more than one campus and as a result are required in the course of their work to drive personal automobiles from one school building to another shall receive a mileage reimbursement "per Board Policy". The same reimbursement shall be given for use of personal cars approved business of the District.

**H. Payroll Options**

At the beginning of each academic year\*, teachers shall have one of these options:

- To receive their annual pay in 20 equal installments, less legal, contracted and teacher authorized deductions.
- To receive their pay in 24 equal installments, less legal, contracted and teacher authorized deductions.

*\*Payroll dates will be on the 5<sup>th</sup> and 20<sup>th</sup> of each month unless those dates occur on a holiday or weekend. If that occurs, the payroll date will either be the previous work day or the following work day.*

**I. Early Retirement Notification Stipend**

A teacher who has fifteen (15) or more consecutive years of service with the District, and retires under the Michigan Public School Employees' Retirement System shall receive a stipend of \$1,000.00 providing the following conditions are met: a letter of retirement/resignation is received by the Superintendent no later than March 15<sup>th</sup> and the teacher completes the entire school year. Teachers who leave prior to the end of the school year do not qualify for the stipend. The stipend will be included in the employee's final pay. FMLA leave or a Board-approved leave of absence under Article XI, Section F of this agreement does not constitute a break in service.

**J. Merit Pay Plan**

The merit pay plan for teachers is determined solely by the Board of Education, and is only included to comply with Section 164h of the State School Aid Act. Teachers are permitted to participate in the District's merit pay plan providing they meet the qualifications as stated in the merit pay plan.

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**ARTICLE XV  
DEPARTMENT/GRADE LEVEL CHAIRPERSONS**

**A. Appointments**

- One (1) MHS Department Chairperson will be appointed in the following core areas: Math, Language Arts, Science, and Social Studies.
- One (1) Elementary Grade Level Chairperson will be appointed for each of the following grades: kindergarten, first grade, second grade, third grade, fourth grade, and fifth grade.
- One (1) K-12 Department Chairperson will be appointed for Special Education.
- One (1) K-12 Department Chairperson will be appointed for Visual, Performing, Fine Arts, and Physical Education (Business, Career/Technology, Culinary Arts, Fine Arts, and Physical Education).
- Department/Grade Level Chairpersons will be appointed annually.

**B. Meetings/Released Time**

- Chairpersons will call monthly meetings and submit discussion notes to the Curriculum Council Coordinator.
- Chairpersons may be allowed released time throughout the year.

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**ARTICLE XVI  
CURRICULUM COUNCIL**

**A. Curriculum Council Membership**

The Curriculum Council will be made up of Department/Grade Level Chairpersons.

**B. Curriculum Council Organization**

- The Curriculum Council will be formed during the month of September.
- The Curriculum Council Coordinator will chair the Council.
- The Curriculum Council will meet on a monthly basis at the call of the Council Chair.
- The primary task of the Council is to annually review and study the scheduled curriculum areas and make recommendations on course goals and objectives.
- The Council will be given an opportunity to provide input regarding pilot programs, existing instructional programs, and new instructional programs.

- One (1) 6-12 Department Chairperson and one (1) K-5 Grade Level Chairperson will be appointed to coordinate the yearly curriculum study at each level, attend ISD informational meetings, and complete required paperwork.
- Curriculum Council members may be allowed released time throughout the year.

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**ARTICLE XVII**  
**MENTOR TEACHER PROCEDURES**

**A. Mentor Teacher Defined**

A Mentor Teacher shall be defined as a Master Teacher as identified in Section 1526 of the School Code and shall perform the duties of a Master Teacher as specified in the Code.

**B. Assigning of Mentor to Mentee**

When assigning the mentor, it will be with the mutual agreement of the Mentee Teacher, the Mentor Teacher, and the School Administration.

**C. Mentor Teacher Role Defined**

The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources, and information in a non-threatening, collegial fashion.

The Mentor Teacher will be prepared to assist the Mentee in the following:

1. School Improvement (campus, district, etc.)
2. Curriculum (texts, manuals, core, state, etc.)
3. Lesson planning (ideas execution)
4. Grading Procedures
5. Observations (by both Mentor and Mentee)
6. Conferencing (both student and parent)
7. Collaboration
8. Professional In-Service Development
9. Discipline Procedure/Conflict Resolution
10. Parent involvement
11. Professional Support
12. Climate/Cultural Acclimation

**D. Process for Selecting and Assigning Mentor Teacher**

The Mentor Teacher shall be assigned in accordance with the following:

- It is preferred that the Mentor Teacher be tenured.
- Participation as a Mentor Teacher shall be completely voluntary.
- The assignment of the Mentor Teacher shall be finalized by the Administration within twenty (20) workdays after the mentee starts work.
- Every effort will be made to match Mentor and Mentee Teachers who work in the same building and have the same area of certification.
- Each Mentee Teacher shall only be assigned one (1) Mentor Teacher at a time.
- A maximum of two (2) days of release time shall be provided for the Mentor and Mentee for professional support, instruction and guidance.

**E. Confidential Relationship**

The purpose of the mentor/mentee relationship is to acclimatize the bargaining unit member to the District and to provide the necessary assistance to facilitate quality instruction. The Board and the Association agree that this relationship shall be kept confidential.

Further, the mentor teacher shall not be called as a witness in any grievance or administrative hearing involving the mentee nor shall the mentee be called as a witness in any grievance or administrative hearing involving the mentor teacher, as it relates to the evaluation.

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**ARTICLE XVIII  
MISCELLANEOUS**

**A. Individual Contract Between Teacher and Board**

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

**B. Provisions of This Agreement and the Law**

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.

**C. Sharing Expenses of the Duplication of This Agreement**

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.

**D. Negotiations Inclusive Clause**

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.

**E. Strike and Interruption of the School Program**

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

**F. Board's Right to Set Policy on Banning Smoking and Tobacco**

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.

**G. Emergency Manager**

An emergency financial manager appointed under the Local Financial Stability and Choice Act, P.A. 436, shall have the authority to reject, modify or terminate the collective bargaining agreement as provided in 2012 P.A. 436. These provisions required by Section 15(7) of PERA, MCL 423.215(7), are prohibited subjects of bargaining.

**H. School Safety Legislation – Reportable Crimes**

Pursuant to 2005 Public Acts 129-131 and 138, all employees shall self-report to the District and the



Michigan Department of Education (MDE) when arraigned/charged with certain identifiable crimes. Within three (3) business days of arraignment, the employee must report the arraignment/charge to the Superintendent, or the employee may be found guilty of an additional crime. The reportable crimes, and the MDE “Arraignment Disclosure” form are found in Appendix B.

**ARTICLE XIX  
DURATION**

This Agreement, executed this 22<sup>nd</sup> day of June, 2020 is effective as of the 1<sup>ST</sup> day of July 2020, and shall remain in full force and effect until (or through) June 30, 2021.

**ARTICLE XX  
INSURANCE PROTECTION**

**A. Eligibility**

To be eligible for the benefits provided in the above program a teacher or his/her dependents must be listed on the company insurance billing during the first month of their employment or during the open enrollment period. That portion of insurance costs which are the obligation of teachers shall be deducted from the teacher's salary through the District's Section 125 Plan.

**B. Prorated Benefit**

PRORATED BENEFIT: Those teachers working halftime but less than full time (daily) will receive a benefit prorated on a seven and one-half (7½) hour day. Those teachers working a full day, but less than a full year and those teachers on an unpaid leave of absence for more than five (5) days during a year will receive a benefit prorated on the total number of scheduled teacher work days that year.

**C. MESSA PAK A Defined**

This section pertains to teachers who work at least 76% (FTE) through full time. Teachers can choose between the three offered medical plans. The cost of medical insurance will be shared between the Board and the individual teachers. The Board will contribute a maximum amount toward medical insurance based on the Michigan Department of Treasury's medical benefit plan annual cost limitations in effect at the beginning of this contract. The individual teacher will pay the remaining medical insurance costs.

Option 1	Option 2	Option 3
MESSA Choices II	MESSA ABC Plan 1	MESSA ABC Plan 1
Visit copay: \$5/\$10/\$25	Visit copay: N/A	Visit copay: N/A
Rx Coverage: \$10/\$20	Rx Coverage: ABC Rx	Rx Coverage: ABC Mail
In Network Deductible: \$100/\$200	In Network Deductible: \$1350/\$2700	In Network Deductible: \$1350/\$2700

The following insurance will be provided at no cost to the individual teachers:

Dental	Class I, II, III, annual maximum	75%, 75%, 50%, \$1,000.00
	Class IV, lifetime maximum	50%, \$1,500.00
	Riders	2 cleanings
Vision	VSP 3	
Life Insurance	Life Insurance	\$45,000.00
	AD&D	\$45,000.00

**D. MESSA Pak B Defined**

For those teachers who work at least 76% (FTE) through full time and do not select the above medical insurance, the Board shall contribute \$500.00 per month in cash, which is part of the district's Section 125 Plan as detailed in the table below:

Dental	Class I, II, III, annual maximum	80%, 80%, 80%, \$1,500.00
	Class IV, lifetime maximum	80%, UCR
	Riders	2 cleanings
Vision	VSP 3	
Life Insurance	Life Insurance	\$50,000.00
	AD&D	\$50,000.00
LTD Benefit	Percentage/Maximum	70%, \$5,000.00
	Maximum monthly salary	\$7,143.00
	Waiting period	90 CDMF
	Alcohol/Drug	Same as any other illness
	Mental/Nervous	Same as any other illness
	Social Security Offset	Family
	Pre-existing Condition	Waived
Cash/Annuity Option	Balance of Board contribution after paying PAK Plan B premium	

**E. Coverage for Those Working 50-75%**

This section pertains to the teachers who work at least 50% (FTE) through 75% (FTE). The cost of medical insurance will be shared between the Board and the individual teachers. The Board will contribute a maximum amount toward medical insurance based on the Michigan Department of Treasury's medical benefit plan annual cost limitations in effect at the beginning of this contract, and the FTE percentage of the teacher. The individual will pay the remaining medical insurance costs.

Option 1	Option 2	Option 3
MESSA Choices II	MESSA ABC Plan 1	MESSA ABC Plan 1
Visit copay: \$5/\$10/\$25	Visit copay: N/A	Visit copay: N/A
Rx Coverage: \$10/\$20	Rx Coverage: ABC Rx	Rx Coverage: ABC Mail
In Network Deductible: \$100/\$200	In Network Deductible: \$1350/\$2700	In Network Deductible: \$1350/\$2700

**F. Year Round Coverage Defined**

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

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**ARTICLE XXI**  
**CNC GUIDELINES DESCRIBED**

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

1. The CNC will consist of five (5) Association members and four (4) Board Representatives, facilitator optional. Leadership will be shared between Board and Association representatives at alternating CNC meetings.
  2. People serving on the CNC should expect a one-year commitment.
  3. In order for a decision to be made there must be a quorum of each team in attendance. A team quorum shall be defined as at least three (3) Board representatives and three (3) Association representatives.
  4. There will be a minimum of ten (10) quorum meetings to be held monthly excluding July and December. Additional meetings may be called by either co-leader. Meetings of the CNC may never be cancelled, only re-scheduled.
  5. Meeting length may not exceed two (2) hours, unless mutually agreed upon.
  6. There are to be no “votes”, issues decided by 100% consensus only.
  7. Confidentiality of information shared at meetings is imperative to maintaining trust amongst CNC members, however, if by consensus a subject needs to be polled among peers – this may be done. To further promote trust, all new information will be shared in a timely manner with all CNC members.
  8. Outside guests may be brought in for resource purposes (i.e. insurance information), by special invitation and CNC consensus only.
  9. A list of potential issues will be established at the beginning of each new school/negotiation year.
  10. New issues may only be started when the prior issue is resolved, or tabled by consensus.
  11. Ratification of agreements will take place at least once per calendar year, by April, or at other times as mutually agreed upon.
-

**EXHIBIT A  
SALARY SCHEDULE**

Step	Salary	Step	Salary	Step	Salary
1	39,121	13	52,921	25	66,721
2	40,271	14	54,071	26	67,871
3	41,421	15	55,221	27	69,021
4	42,571	16	56,371	28	70,171
5	43,721	17	57,521	29	71,321
6	44,871	18	58,671	30	72,471
7	46,021	19	59,821	31	73,621
8	47,171	20	60,971	32	74,771
9	48,321	21	62,121	33	75,921
10	49,471	22	63,271	34	77,071
11	50,621	23	64,421	35	78,221
12	51,771	24	65,571	36	79,371

**Notes:**

1. An effective or highly effective evaluation is required for a teacher to advance to the next step.
2. A teacher that earns a Master's degree will advance two (2) steps on the schedule providing official transcripts are received prior to September 30<sup>th</sup> of the current school year.

The above schedule is based on 180 student days and 185 staff days.

**For the 2020/21 school year, there will be a step freeze in order to maintain a financially stable school district amidst a time of great uncertainty. At a time when feasible, the Board will work to restore the missed step for teachers. The Board and the Association mutually agree to revisit the salary schedule in October 2020.**

**EXHIBIT B**  
**ATHLETIC COACHING SALARY SCHEDULE**

		%
		Applied
<b>Fall Sports</b>		
Varsity Football Coach	1 at	14.75%
Junior Varsity/Assistant Varsity Football Coach	3 at	8.75%
Middle School Football Coach	2 at	6.0%
Girls' Varsity Volleyball Coach	1 at	12.0%
Girls' Junior Varsity/Assistant Varsity Volleyball Coach	1 at	7.0%
Girls' Middle School Volleyball Coach	2 at	6.0%
Boys'/Girls Varsity Cross Country Coach	1 at	10.0%
Boys'/Girls' Assistant Varsity Cross Country Coach	1 at	6.0%
High School Cheerleading Coach Football	1 at	3.5%
Middle School Cheerleading Coach	1 at	1.5%
<b>Winter Sports</b>		
Boys' Varsity Basketball Coach	1 at	14.75%
Boys' Junior Varsity/Assistant Varsity Basketball Coach	1 at	8.75%
Boys' Middle School Basketball Coach	2 at	6.0%
Girls' Varsity Basketball Coach	1 at	14.75%
Girls' Junior Varsity/Assistant Varsity Basketball Coach	1 at	8.75%
Girls' Middle School Basketball Coach	2 at	6.0%
Varsity Wrestling Coach	1 at	13.0%
Junior Varsity/Assistant Varsity Wrestling Coach	1 at	7.0%
Middle School Wrestling Coach	1 at	6.0%
High School Cheerleading Coach Basketball	1 at	3.5%
Middle School Cheerleading Coach	1 at	1.50%
<b>Spring Sports</b>		
Varsity Baseball Coach	1 at	13.0%
Junior Varsity/Assistant Varsity Baseball Coach	1 at	7.00%
Assistant Baseball Coach	1 at	4.0%
Varsity Golf Coach	1 at	10.0%
Assistant Golf Coach	1 at	6.0%
Girls' Varsity Softball Coach	1 at	13.0%
Girls' Junior Varsity/Assistant Varsity Softball Coach	1 at	7.0%
Assistant Softball Coach	1 at	4.0%
Varsity Boys'/Girls' Track Coach	1 at	13.0%
Assistant Varsity Boys'/Girls' Track Coach	1 at	7.0%
Boys' Middle School Track Coach	1 at	6.0%
Girls' Middle School Track Coach	1 at	6.0%
<b>Other</b>		
Freshmen Coach (with approval of Superintendent)		7.0%
Strength Coach (July through June)	1 at	16.5%

**Notes to Exhibit B**

1. This schedule merely indicates the remuneration in the event the position is filled.
2. Coaches responsibilities include pre-season and post-season conditioning programs, as outlined in the Position Description as prepared by the A.D.
3. All appointments to coaching positions are non-tenure.
4. All appointments to Head Coaching positions must be approved annually by the Board of Education after receiving a recommendation from the Superintendent.
5. If a coaching position is assigned to two (2) or more persons, the stipend percentage shall be divided between them according to the salary index. (If one coach has more years of experience than the other, the higher of the “steps” will be used in calculating the stipend).
6. All head coaches will be evaluated and a recommendation will be made to the Superintendent no later than 30 calendar days after the completion of the season.
7. The coaches will be paid the foregoing percentage of their teaching salary based on the schedule below, to a maximum allowance of ten (10) years of experience in the same sport. The maximum number of years’ credit a coach can receive for activity experience outside of the River Valley School District shall be six (6) years. The parties agree that all comparability between teacher salary schedule and the extra duty schedule shall not exist. Coaching pay and the extra-duty base schedule will be negotiated separately from consideration of the teacher salary schedule.
8. The payroll for athletic coaches shall be bi-weekly with the regular school payroll or in one lump sum at the completion of the season.

**ATTACHMENT TO EXHIBIT "B"**

**SCHEDULE TO BE USED IN CALCULATING COACHING ASSIGNMENTS**

<b>STEP</b>	<b>Base</b>
1	39,121
2	40,271
3	41,421
4	42,571
5	43,721
6	44,871
7	46,021
8	47,171
9	48,321
10	49,471
11	50,621

**EXHIBIT C  
EXTRA AND CO-CURRICULAR SALARY SCHEDULE**

Activity Sponsors (K-12 per approved activity – 25 maximum)	275
Art Show/Fair Director (5 events Elementary, 5 events MHS)	75
Business Professionals of America Sponsor	850
Class Sponsor - Freshmen	275
Class Sponsor - Sophomores	275
Class Sponsor - Juniors	675
Class Sponsor – Seniors	675
Director of Band & Choral Activities (MHS)	4,200
First Aid/CPR Aide (3 maximum)	835
NHS Sponsor	375
Play Director (Middle/High School) per play (2 maximum)	900
Radio Club Sponsor (K-12)	525
Science Olympiad	525
Spanish Club Sponsor	375
Spelling Team (M.S.)	275
Student Council (Middle School)	375
Student Council (High School)	500
Yearbook Advisor (Middle School)	375
Yearbook Advisor (High School)	1,000
Curriculum Council (12 maximum)	460
Curriculum Council Study Chair (1 Elementary, 1 MHS)	Year 2 - 800
School Improvement/School Leadership Teams (8 Elementary, 6 MHS)	460
After School programs (approved including summer school)	\$30.00 per hour
Mentor Teacher	3% of BA Step 1

1. This schedule merely indicates the remuneration in the event the position is filled.
2. All extra-curricular duties listed in Exhibit C will be strictly voluntary.
3. Individuals who work as game workers will be paid according to the pay schedule in effect.



**EXHIBIT D  
RIVER VALLEY SCHOOL DISTRICT  
2020-21 Staff Calendar**

<b><u>August</u></b>	<b><u>2020</u></b>	<b><u>January</u></b>	<b><u>2021</u></b>
17, 18	New Staff Report	4	School Resumes
24	All Staff Report	29	<b>Early Dismissal for Teacher Training</b>
25, 26, 27	Staff Professional Development		
31	<b>First Day – ½ Day for Students</b>		
<b><u>September</u></b>		<b><u>February</u></b>	
4	<b>No School – Labor Day Weekend</b>	11	½ Day for Students
7	<b>No School – Labor Day</b>		Parent/Teacher Conferences
25	<b>Early Dismissal for Teacher Training</b>		(11:30 am – 4:00 pm, 4:30 pm – 7:30 pm)
		12	<b>No School – Students &amp; Staff</b>
<b><u>October</u></b>		<b><u>March</u></b>	
1	½ Day for Students	5	<b>Early Dismissal for Teacher Training</b>
	Parent/Teacher Conferences	19	End of 3 <sup>rd</sup> Marking Period
	(11:30 am – 4:00 pm, 4:30 pm – 7:30 pm)		½ Day for Students
2	<b>No School – Students and Staff</b>		½ Day for Staff Planning
23	End of 1 <sup>st</sup> Marking Period		
	½ Day for Students		
	½ Day for Staff Planning		
<b><u>November</u></b>		<b><u>April</u></b>	
13	<b>Early Dismissal for Teacher Training</b>	2	<b>No School – Good Friday</b>
25, 26, 27	<b>No School – Thanksgiving Break</b>	5 – 9	<b>No School – Spring Break</b>
30	School Resumes	12	School Resumes
<b><u>December</u></b>		<b><u>May</u></b>	
16, 17, 18	½ Day for Students PK-12 (MHS Exams)	31	<b>No School – Memorial Day</b>
	Full Day for Staff – End of 1 <sup>st</sup> Semester		
21	<b>No School – Holiday Break Begins</b>		
		<b><u>June</u></b>	
		8, 9, 10	½ Day for Students K-12 (MHS Exams)
			Full Day for Staff – End of 2 <sup>nd</sup> Semester

		<b><u>Full Days</u></b>	<b><u>Half Days</u></b>	<b><u>Early Dismissal</u></b>
Chikaming	K-2	7:45 a.m. – 2:45 p.m.	7:45 a.m. – 10:45 a.m.	7:45 a.m. – 12:45 p.m.
Three Oaks	3-5	7:55 a.m. – 2:55 p.m.	7:55 a.m. – 10:55 a.m.	7:55 a.m. – 12:55 p.m.
MHS	6-12	7:50 a.m. – 2:50 p.m.	7:50 a.m. – 10:50 a.m.	7:50 a.m. – 12:50 p.m.



**EXHIBIT D**  
**RIVER VALLEY SCHOOL DISTRICT**  
**2020-21**  
**Staff Calendar**

**Notes:**

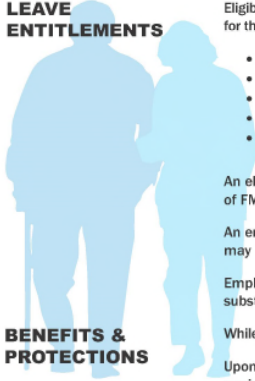
1. To include 180 Student Days (minimum of 1098 instructional hours) and 5 Staff Days for a Total of 185 Staff Days.
2. Any cancelled student instructional hours in excess of the allotted hours per state legislation will be made up without additional compensation.
3. Any makeup hours required beyond the state allotted hours will be worked by further extending the end of the school year or by mutual consent of both parties.
4. The four (4) planning days for focus and CUE must be taken prior to May 11<sup>th</sup>. 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 18<sup>th</sup>
5. Calendar includes professional development of one (1) day by adding professional development time spent after school via the one (1) hour monthly meetings provided they meet the requirements of professional development as described by the Michigan Department of Education.
6. Dates are subject to change based on schedule of professional development activity and or the number of days called due to weather/heating etc.
7. If online professional development is determined by the state to be done off school hours (5 hours) the professional development days may be adjusted accordingly or the online time done during scheduled professional development time.

## APPENDIX A

# EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

### LEAVE ENTITLEMENTS



Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within one year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

### BENEFITS & PROTECTIONS

### ELIGIBILITY REQUIREMENTS

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;\* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

\*Special "hours of service" requirements apply to airline flight crew employees.

### REQUESTING LEAVE

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

### EMPLOYER RESPONSIBILITIES

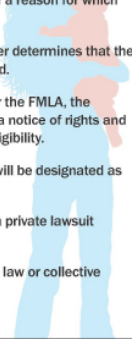
Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

### ENFORCEMENT

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.






For additional information or to file a complaint:

**1-866-4-USWAGE**  
(1-866-487-9243) TTY: 1-877-889-5627

**www.dol.gov/whd**

U.S. Department of Labor | Wage and Hour Division

WH1420 REV 04/16

## APPENDIX B

### School Safety Legislation Reportable Crimes List

- (a) Any felony.
- (b) Any of the following misdemeanors:
  - (i) Criminal sexual conduct in the fourth degree or an attempt to commit criminal sexual conduct in the fourth degree.
  - (ii) Child abuse in the third or fourth degree or an attempt to commit child abuse in the third or fourth degree.
  - (iii) A misdemeanor involving cruelty, torture, or indecent exposure involving a child.
  - (iv) A misdemeanor violation of section 7410 of the public health code, 1978 PA 368, MCL 333.7410.
  - (v) A violation of section 115, 141a, 335a, or 359 of the Michigan penal code, 1931 PA 328, MCL 750.115, 750.141a, 750.335a, and 750.359; or a misdemeanor violation of section 81, 81a, or 145d of the Michigan penal code, 1931 PA 328, MCL 750.81, 750.81a, and 750.145d.
  - (vi) A misdemeanor violation of section 701 of the Michigan liquor control code of 1998, 1998 PA 58, MCL 436.1701.
  - (vii) Any misdemeanor that is a listed offense. (Listed offense means that term as defined in section 2 of the sex offenders registration act MCL 761.1)
- (c) A violation of a substantially similar law of another state, of a political subdivision of this state or another state, or of the United States.

**MCL 380.1230d; MCL 380.1535a; MCL 380.1539**

**Arraignment Disclosure Form  
River Valley School District**

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Name (Please Print)

---

School Name (Please Print)

---

School District (Please Print)

---

Position (Please Print)

---

Date of Arraignment (Please Print)

Pursuant to Public Act 131 of 2005, I, hereby disclose that I was arraigned on the aforementioned date for the criminal offense of \_\_\_\_\_

in \_\_\_\_\_ Court, located in the State of \_\_\_\_\_, County of \_\_\_\_\_

In signing this form, I acknowledge that I understand that failure to disclose this information is a violation of Public Act 131 and can result in action being taken relative to my certification and/or employment.

In signing this form, I acknowledge that I understand that should I be convicted of or pled guilty or nolo contendere (no contest) nor am I the subject of a finding of guilt by a judge or jury, it is my responsibility to disclose to the court that I am employed by a school, public or non-public. I also understand that if I am subsequently not convicted of any crime after the completion of judicial proceedings resulting from that charge, I must request, in writing, that the Michigan Department of Education and the employing school/district delete the report from my records.

---

Signature

Date

Send Form to: Mrs. Stephanie Whiteside, Director  
Office of Professional Preparation Services  
P.O. Box 30008  
Lansing, MI 48909

**SIGNATURE PAGE**

**RIVER VALLEY EDUCATION ASSOCIATION**

**RIVER VALLEY SCHOOL DISTRICT  
BOARD OF EDUCATION**

**SHAWN GEDERT**

PRESIDENT

**DAVID WHITLOW**

PRESIDENT

**COLBY CAID**

MEMBER

**JENNIFER ALDETTIK**

TRUSTEE

**AMY COLEMAN**

MEMBER

**BRIAN BROWN**

MEMBER

**GERI ESSIG**

MEMBER

**WILLIAM KEARNEY**

MEMBER

**LAURA KORBEL**

MEMBER