MASTER AGREEMENT

between

RIVERVIEW COMMUNITY SCHOOL DISTRICT BOARD OF EDUCATION

and

RIVERVIEW EDUCATION ASSOCIATION

July 1, 2026 to June 30, 2029

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ARTICLE 1
PREAMBLE

The Board of Education and the Riverview Education Association recognize the mutual obligation to present a quality educational program for our children consistent with community resources. In order to effectuate the provisions of P.A. 379 of the Public Acts of 1965, the following Agreement, by and between the Board of Education of the Riverview Community School District, Wayne County, Michigan, hereinafter called the "Board", and the Riverview Education Association, hereinafter called the "Association".

This entire agreement or specific provisions of the agreement may be rejected, modified or terminated by an emergency manager under conditions provided in the Local Government and School District Accountability Act, 2011 PA 4. The Association's agreement to this clause does not signify its acceptance of PA 4's constitutionality and will not impede the Association from initiating or being a party to actions against PA 4.

ARTICLE 2
RECOGNITION

Section 1

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

WHEREAS the parties realize:

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

Section 2

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

Section 3

A. The Board recognizes the Riverview Education Association as the sole and exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all certified personnel including personnel on tenure and probation, employed or to be employed by the Board (whether or not assigned to the public school building), working or

on leave from a position as classroom teachers, guidance counselors, librarians, speech-language pathologists, ELL teachers, instructional coaches, and social workers but excluding Superintendent, Assistant Superintendent, Business Manager, Principals and Assistants, Special Area Administrators, Director of Athletics, Psychologist, Aides, Clerks, and Paraprofessionals, Substitute Teachers, Administrative Interns, and those holding other positions which may be created which are administrative and/or supervisory and where the responsibilities of the position include, but are not limited to, directing, supervising, and/or evaluating the REA bargaining unit members.

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

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

ARTICLE 3
ASSOCIATION RIGHTS

Section 1 Right to Organize

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

Section 2 Association Utilization of School Facilities

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

The Board agrees to permit the Association the use of bulletin board space in the teachers' lounge in each building for the purpose of posting official Association notices. The authorized Association representative of each building shall sign their name on each notice unless said material is already identified as Association material. Where school mailboxes are provided for teachers, the Board agrees to permit the Association the reasonable use of these mailboxes for the purpose of distributing official Association materials. All distributions shall be signed or appropriately identified as Association material prior to placement into the mailboxes. The parties mutually agree, however, that the primary purpose of the mailboxes is for school business. The Association agrees not to abuse this privilege.

Section 3 Information for Bargaining and Contract Implementation

The Board agrees to furnish to the Association information concerning the financial resources of the District and other information necessary or appropriate to enable the Association to administer this Agreement and to negotiate wages, hours, and terms and conditions of employment. Requests for financial information shall be made through the office of the Superintendent.

Section 4 Academic Freedom

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

Section 5 Right to Enter School Premises

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

Section 6 REA Association Days

The REA association days are to be used by the members of the bargaining unit for arbitration and MEA meetings/trainings. The total of all said released days shall be a maximum of twenty (20) days with the option to purchase a maximum of five (5) additional days at the substitution rate, even though a substitute may not be required. It shall be the responsibility of the Association President to notify the personnel office indicating the amount of time to be used, who is entitled to this usage, and to confirm same in writing. The Association is responsible for compensation to the Office of Retirement Services for the retirement costs of all REA Association Days.

ARTICLE 4
TEACHER RIGHTS AND RESPONSIBILITIES

Section 1 Acknowledgment of Legal Rights

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

Section 2 Personnel File

Each teacher shall have the right, upon written request, to review their personnel file, which shall be kept in the central administration offices, in the presence of a witness, but such file shall not be removed from the office where it is kept. The teacher shall have access to their tenure evaluations, principal or other administrator evaluations, complaints, transcripts of college credits, and all other items. Upon request, a copy of any material placed in a teacher's personnel file shall be given to the teacher, at their expense, so long as said requests do not exceed two (2) per year.

No material derogatory to a teacher's conduct, service, or character shall be placed in the file unless the teacher has had the opportunity to read, discuss and initial the material. This notification may take place via an email sent to the teacher by their administrator. The teacher shall have the right to answer any material and their answer shall be inserted into the file. The teacher's initials do not mean that they agree with the content of said item, only that they have read it. If a teacher refuses to initial the material, the refusal shall be noted and the Association shall be advised of the refusal. The item shall then be placed in the personnel file.

A teacher may request the removal of any derogatory material placed in their personnel file and such request may be granted at the discretion of the Superintendent. Upon the teacher's request, derogatory material placed in the personnel file shall be removed and destroyed four (4) years after the date of insertion provided it is not required by state law to be kept in the file.

Section 3 Requisition of Books and Supplies

Teachers may requisition books and supplies from the lists of all levels to enable teaching at the level of the pupil. Teachers shall be notified of their building supply order whenever possible.

Section 4 Teacher Representation

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

Section 5 Management of Students

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

Section 6 Emotional and Disruptive Behavior

Teachers, social workers and administrators are expected to notify each other of any student who may be displaying emotional distress or chronic disruptive behavior that is impacting the educational setting via the Multi-Tiered System of Supports (MTSS) process. Procedures to be followed shall conform with the existing MTSS process, administrative policies, and state and federal law, including seclusion and restraint**,** which may include early social-emotional support.

Section 7 Field Trips

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

Section 8 Substitute Teachers

Teachers shall have the right to review their substitute's report. The substitute's report form that is filed by the substitute is not intended to be an evaluation of the teacher. Upon return to the classroom from an absence, the regular classroom teacher may submit a report on their substitute and forward a copy to the central office. A teacher filling in for an administrator for a half-day or more will have a substitute teacher available to cover the classroom.

Section 9 Health Certificates

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

Section 10 Resignations

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

Section 11 Complaint Procedure

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

Section 12 Reimbursement for Personal Property Lost

The Board will reimburse a bargaining unit member for any loss of, or damage or destruction to, any personal property suffered while the bargaining unit member is on duty on school premises or at school sponsored activities. All claims, proofs in support thereof, and other supporting documents shall be presented to the Superintendent. The decision of the Superintendent as to reimbursement shall be final and not subject to the grievance procedure. Reimbursement shall be made only for loss occasioned by the occurrence of one of the following, and will be subject to depreciation:

1. Assault, or as the result of the use of physical force upon the bargaining unit member.

2. Theft from the bargaining unit member. Reimbursement by the Board shall not exceed one hundred ($100.00) dollars to any bargaining unit member for any item and there shall be no reimbursement if negligence can be determined. The bargaining unit member must provide proof that the stolen article was on school property and that it was appropriate to have such personal property on school premises.

3. Verified malicious destruction of the bargaining unit member's personal property. Any claim arising from malicious destruction shall be made to the bargaining unit member's insurance carrier. In the event the loss is not covered or a deductible is applied by the insurance carrier, such loss or deductible will be recoverable from the District under the terms of this Article to a limit of one hundred dollars $100.00.

ARTICLE 5
MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1 The Rights of Management

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

1. To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees.

2. To hire all employees and subject to the provisions of the law to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.

3. To establish grade levels and course of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.

4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials and the use of teaching aides of every kind and nature.

5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignment of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities and the terms and conditions of employment.

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

Section 2 Faculty Meetings

A maximum of one hundred forty-five (145) minutes may be distributed over three grade-level, department, building or district faculty meetings per month that extend beyond the teacher's regular day. For two months of the school year, only two meetings, not to exceed a total of seventy (70) minutes, shall occur. Building or district faculty meetings, except in unusual circumstances or with the concurrence of the Association and the administration, shall not exceed ninety (90) minutes beyond the teacher's workday. In the event of any additional building faculty meetings, appropriate compensatory time shall be granted. Attendance at all faculty

meetings is compulsory for all teachers. On the first day of school, each building shall establish days for faculty meetings. Thirty (30) days' notice must be provided for deviations from this schedule to ensure compulsory attendance. Elementary teachers will adjust the morning prep as necessary to accommodate the start times for district or grade-level meetings. Teachers assigned to more than one building shall not be expected to attend any more building or district faculty meetings than bargaining members assigned to only one building.

Section 3 Open Houses, Parent/Teacher Conferences, Additional Activities

All teachers shall participate in Open House.

All teachers shall participate in Parent/Teacher Conferences; Guidance counselors, social workers, instructional coaches, and speech-language pathologists shall participate in or complete conference related duties, unless otherwise assigned or excused by building administrators. In addition to conferences held during half days, the elementary and middle schools will conduct a total of nine hours of after-school conferences per year. The high school will conduct a total of six hours of after-school conferences per year. Each after-school session will last no longer than three hours.

Additional participation and/or supervision of evening programs or activities of relevant, community relation, information, instruction, or presentation are required. Elementary and Middle School teachers are responsible for three (3) total hours which may be split between no more than two (2) programs per school year, and High School teachers are responsible for six (6) total hours which may be split between at least two (2) and no more than four (4) programs per school year. Evening programs or activities are assigned by the administration and posted no later than September 30 of each year. The administration will provide a minimum of thirty (30) calendar days' notice for any changes in the schedule.

Section 4 Classroom Facilities

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to ensure the high quality of education that is the goal of both the Association and the Board. Each classroom and faculty facility shall be clean, have proper lighting, ventilation, and heating to maintain comfort. Teachers and children will be relocated if classroom conditions become such as to endanger or be injurious to their health and/or safety and if conditions are prohibitive to the educational process.

Section 5 Outdoor Maintenance

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

Section 6 Teaching Supplies

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

Section 7 Office Space and Equipment

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

Section 8 Designation of Administrative Responsibility

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

Section 9 Discipline Policy

It is understood that student discipline is the mutual responsibility of teachers and administrators. It shall be the responsibility of the Building Principals to provide employees with the Student Code of Conduct and inform and review with their respective staff ~~of~~ the discipline policy annually as adopted by the Board of Education. The Student Code of Conduct shall be enforced uniformly by teachers and administrators including tracking removals of individuals with 504s and IEPs.

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

Section 10 Standardized Tests

Required national and state level standardized tests given in the elementary schools during the school year shall be machine scored. Teachers shall not be required to administer standardized tests before or after their scheduled workday or during their preparation period, to those students who have missed the regularly scheduled test session.

Section 11 School Closing

The superintendent shall notify teachers through appropriate means of any emergency school closings no later than 6:00 A.M. of the day involved unless circumstances warrant a later call. In said case, teachers shall not have to report to work unless the maximum number of forgiven days has been reached. If the school district goes beyond the maximum number of forgiven days, emergency closure days may be used for flexible professional development days by teachers, or for remote or asynchronous learning to prevent the school year from being extended.

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

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

Section 12 Obtaining Substitute Teachers

The Board shall make every reasonable effort to secure the necessary substitutes for teachers who are absent or are granted permission to leave the building when an emergency arises. In the event a substitute is unavailable, teachers shall substitute for other teachers. Teachers may volunteer to substitute. If no substitutes are available, the building principal shall assign substituting to teachers on an equitable basis, a round-robin rotation of teachers on their preparation period. If teachers are required to substitute in areas outside their certification, they may alter the lesson plans for which they are not qualified so as to not endanger the health or safety of the teachers and students.

A self-contained class should have no more than two (2) substitutes during any one class hour. Teachers who substitute during their preparation period shall be paid the hourly rate listed in Schedule B. If the teacher is required to miss their prep period to attend a special education/504 meeting more than twice in one month, the district will pay the teacher per each full prep period missed at the rate listed in Schedule B.

Section 13 Interruption of Classroom Instruction

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

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

Section 14 Printing and Distribution of Master Agreement

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

A copy of the Master Agreement will be posted on the district website in an easily accessible and navigable format within two weeks of the start of school or within two weeks of ratification.

ARTICLE 6
TEACHING ASSIGNMENTS, VACANCIES, TRANSFERS, AND PROMOTIONS

Section 1 Teaching Assignments

Teaching assignments shall be made by the Superintendent of Schools.

In recognition of the fact that students are entitled to be taught by teachers working within their areas of competence, teachers shall not be assigned outside the scope of their respective teaching certificates.

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

Section 2 Job Sharing

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

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

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

a. Job-sharing positions shall terminate at the end of each school year and each partner shall be eligible for a full-time assignment if available in their area of certification.

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

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

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

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

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

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

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

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

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

b. Seniority shall be granted in accordance with provisions set forth in Article 10, Section 2.

c. Sick leave and personal days shall be prorated in accordance with paragraph 4a of Article 6, Section 2.

d. The dollar amount for fringe benefits shall be prorated in accordance with paragraph 4a of Article 6, Section 2. Each teacher shall subscribe to any benefit requiring total group participation. Any additional benefits purchased in excess of the remaining allocated amount shall be paid for by the teacher via payroll deductions.

e. Preparation time shall be prorated in accordance with paragraph 4a of Article 6.2.

5. Job sharing teachers are covered under all provisions of the Master Agreement except as modified by Article 6, Section 2.

Section 3 Part-Time Positions

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

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

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

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

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

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

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

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

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

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

   b. Seniority shall be granted in accordance with provisions set forth in Article 10, Section 2.

   c. Sick leave and personal days shall be prorated in accordance with paragraph 4a of Article 6, Section 3.

   d. The dollar amount for fringe benefits shall be prorated in accordance with paragraph 4a of Article 6, Section 3. Each teacher shall subscribe to any benefit requiring total group participation. Any additional benefits purchased in excess of the remaining allocated amount shall be paid by the teacher via payroll deductions.

5. Preparation time shall be prorated in accordance with paragraph 4a of Article 6, Section 3.

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

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

Section 4 Vacancies

A. Teaching Vacancies

Vacancies shall be defined as the openings that exist after transfers have been made. A teaching vacancy shall exist when it becomes known that a teaching position is to be vacated by a teacher. Vacancies occurring during the school year shall be posted to the entire REA membership during the teachers' work year as soon as such vacancies occur.

B. Administrative Vacancies

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

C. Summer Notification of Vacancies

During the summer recess, all teachers shall be contacted by automated telephone or email within five (5) days from the date of notification of the teaching or administrative vacancy. Interested teachers shall notify the personnel director as soon as possible, but in no event later than ten (10) days from the date of the notification.

Section 5 Teacher Transfers

A. Request for Transfer

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

B. Transfer to a New Position/Vacancy

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

2. Vacancy shall be defined as set forth in Article 6, Section 4.

3. When a New Position has been created or a vacancy occurs, it shall be posted along with the certification required for the position and the qualifications related to the position. All teachers shall have a period of five (5) days during the school year and according to the provisions of Article 6, Section 4, Part C during the summer recess to apply for the position.

C. Transfers Due to Program Reduction/School Reopening

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

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

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

Section 6 Administrative and Supervisory Positions

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

Section 7 Student Teachers

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

ARTICLE 7
LEAVES OF ABSENCE

Section 1 Military Leave

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

Request for return from military leave must be made within ninety (90) days after the date of the teacher's honorable separation from service. Those benefits accumulated prior to the effective date of the military leave shall be carried forward and credited to the teacher upon return to employment at the termination of the leave. Payment for accumulated leave days may not be granted during the term of such leave.

Section 2 Advanced Study Leave

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

Section 3 Sabbatical Leaves

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

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

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

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

Such leave may be granted provided that the teacher agrees to return to the Riverview School system for a period of not less than three (3) years after completion of the leave. Upon completion of the sabbatical leave, the teacher shall present to the Superintendent proof of work accomplished.

Section 4 Child Care Leaves

A teacher may request childcare leave due to extenuating circumstances which may be granted at the discretion of the Board in accordance with Article 7, Section 7.

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

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

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

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

5. An individual is not entitled to use any accumulated sick leave time to extend the Child Care Leave except as provided by the Family and Medical Leave Act of 1993.

Section 5 Medical Leaves

Upon presentation of proper documentation of a disability a bargaining unit member shall use accumulated Sick Leave Days as defined in Article 9 Section 1 of this collective bargaining agreement. Thereafter, the bargaining unit member shall be eligible to apply for a leave for medical reasons. Medical leaves of absence shall be applied for in writing and the application shall contain supporting medical information confirming the illness or disability. Medical leaves shall be granted at the discretion of the Board. The bargaining unit member, on approval by the Board, shall be on medical leave for one full year. A bargaining unit member returning from an expired leave shall be assigned to a position for which they are certified.

During the leave, the bargaining unit member shall receive the following benefits: Hospitalization, Life Insurance, Dental, Vision, Seniority, and LTD as long as all applicable payments are made on the part of the bargaining unit member. Extension of medical leaves shall be granted at the discretion of the Board upon proper application for one additional year.

At the end of the medical leave, the employee must have been granted an extended medical leave, qualify for another type of leave provided for in the contract, retire, report to work, or they shall be terminated.

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

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

The Board shall comply with the 1993 Family and Medical Leave Act.

Employees with at least one full year of service and at least 1,250 hours of work in the previous July 1 to June 30 school fiscal year are entitled to unpaid leave of up to 12 weeks in any one July 1 to June 30 school year period for the birth/adoption of a child, for serious personal or family health reasons, or to address qualifying exigencies for a spouse, child or parent on active duty in the military. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

Employees seeking to use FMLA leave are required to provide 30-day advance notice of the need to take the FMLA leave when the need is foreseeable and such notice is practicable. If leave is foreseeable less than 30 days in advance, the employee must provide notice as soon as practicable, generally, either the same or next business day.

Leaves may be continuous or intermittent with the agreement of the employee and the Superintendent. Benefits shall continue during the leave upon payment of appropriate contributions.

Leaves will run concurrently with any and all other collective bargained approved leaves. Upon conclusion of the leave, the employee shall be returned to the same position or an equivalent position. If the employee does not return as scheduled, termination from the position may result.

The Superintendent reserves all rights to require proper documentation of all leaves under the Act and this policy.

Section 7 Other Leaves of Absence

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

Section 8 Extension of Leaves

If requested, the Board, at its discretion, may extend a leave. Employees must notify the Board of the planned date of return or to request an extension of the leave by March 31.

ARTICLE 8
JURY DUTY AND SUBPOENA

Section 1 Jury Duty

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

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

Section 2 Subpoenas

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

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

ARTICLE 9
SICK LEAVE, PERSONAL LEAVE, AND BEREAVEMENT DAYS

Section 1 Sick Leave and Personal Days

Sick Leave Days

A teacher shall be credited with and have available for use ten (10) sick leave days at the beginning of each school year when the teacher starts work. The sick leave will be prorated according to the number of days worked if a teacher does not work a full school year. Sick leave will accrue based on the rate of 1.0 days for each month (September through June) in which the teacher works a majority of the days scheduled for that month.

If at any point during the school year it becomes apparent that a teacher will not work enough months to be able to earn the number of sick leave days already used, the District will prorate the teacher's sick leave balance so that it reflects only the days the teacher will actually earn. Any excess days used beyond the prorated amount will be subject to salary deduction.

Personal Days

In addition, and in the same manner as sick leave, three (3) days will be credited to each teacher (prorated for a teacher who does not work the full school year) for personal business to address matters of a personal nature that cannot be taken care of at a time other than work time. Personal business days may not be used on days immediately prior to or after a holiday. Unused personal business days will be converted to sick days and added to the individual's accumulated sick leave time at the end of the school year.

If school is canceled on a teacher's scheduled personal day or sick day, the day shall be credited back to the teacher.

If a teacher terminates their employment prior to the end of the school year, deductions shall be made from the final salary check for sick and personal days used in excess of their earned accumulated sick leave time and personal days. The value of each unearned sick or personal day shall be calculated at the teacher's per diem rate and deducted from the teacher's final paycheck. If the teacher's final paycheck cannot fully recover the value of any used but unearned days, the teacher shall reimburse the remaining balance to the District within two (2) weeks of separation.

Regarding medical leaves under FMLA, a bargaining unit member will use sick leave concurrently but may retain up to five (5) accumulated sick leave days.

Sick leave time may accumulate to a total of two hundred (200) days.

A teacher in good standing who has been employed in the district ten (10) years or more and terminates their employment at the end of the school year shall receive a flat rate of $65 per day for all accumulated sick leave time up to thirty (30) days.

Teachers hired after January 1, 1997 who retire under MPSERS, are permanently disabled or die, shall receive a severance payment for up to 70 days as follows: Each day is 7.25 hours as defined in Article 17, Section 3.

Accumulated Sick Leave Time	Severance Payment	Payment Amount for 70 days
150 or more	$80 per day	$5,600
100-149	$75 per day	$5,250
60-99	$70 per day	$4,900
0-59	$65 per day	Up to $4,550

Teachers hired January 1, 1997 or before who retire under MPSERS, are permanently disabled or die, shall receive payment at the rate of $150 per day for all accumulated sick leave days, the maximum being sixty-eight (68) days.

Notice by March 15

Teachers who give notice of retirement by March 15 for the following year will be entitled to payout of five (5) more sick leave days than the maximum listed above.

Attendance Incentive Payment for the 2026-29 contract only (sunset June 30, 2029)
Teachers who limit the use of sick leave and personal business days shall receive an additional stipend payment as follows to be paid on June 30:

Attendance Incentive for Each School Year	Stipend Paid in June
0 to 1 Absences for Sick or Personal Leave	$750
1.01 to 3 Absences for Sick or Personal Leave	$500

USE OF SICK LEAVE AND PERSONAL DAYS

A. Sick leave days and accumulated sick leave time may only be used for the personal illness of the employee, personal medical care appointments, care of family illness, or bereavement as defined in Article 9, Section 2 with approval from the Superintendent or their designee.

B. If three (3) or more consecutive days are used for personal or immediate family illness, the district may require medical verification from the teacher.

C. A teacher may use three (3) personal days consecutively for personal business other than for vacation or recreational purposes provided at least one (1) week advance notice is given to the District.

D. If a teacher is engaged in business or activities under the direction of the Board, that teacher shall not be regarded as absent, even though such activity might require the teacher's presence in a place other than that of their normal assignment. The following items constitute examples of professional business for which approval must be obtained in advance from the Superintendent:

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

E. Sick or Personal days shall not be used for extending a scheduled school holiday or vacation. Use of such days will result in teacher being docked their per diem rate per day connected to the break. A claim of illness supported by appropriate medical documentation or delayed travel due to a documented extenuating circumstance, shall not be considered an extension of a holiday or vacation.

F. Use of sick leave or personal leave for purposes inconsistent with this Article shall be considered misuse. Misuse includes, but is not limited to, falsifying reasons for absence, using sick leave for recreation or vacation, using days to extend a school holiday or vacation, or not providing appropriate documentation. The first offense of misuse will result in a loss of compensation for the days improperly used and may result in a written reprimand. Additional misuse may result in further disciplinary action.

Section 2 Bereavement Days

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

Bereavement days are only provided for deaths which fall during the period of time beginning with the initial teacher's workday of the school year and ending with the last work day of the school year subject to the following additional conditions.

Bereavement days are not cumulative and are not limited to one (1) occurrence per relative type. There will not be any pay for bereavement days not used or payment for bereavement days in addition to the employee's regular pay.

Allocated Days:

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

Section 3 Notification of Absence

Teachers are encouraged to provide notification according to the district procedure as soon as they know there is a need for a substitute teacher but shall provide notice by 6:30 a.m. unless a serious emergency arises and can be substantiated. Administration shall provide the district procedure to staff at the beginning of the school year.

Section 4 Sick Bank

The Board and the REA agree to the establishment of a Sick Bank Committee. The Sick Bank Committee shall consist of three (3) teachers appointed by the REA and three (3) persons appointed by the Board. Eligible teachers who have exhausted their accumulated sick leave days and have the approval of the Committee by majority vote shall be entitled to receive additional leave days from the Sick Bank not to exceed a total of ninety (90) sick days in a thirty-six (36) month period. Under no circumstances will a teacher be awarded more sick days than necessary to qualify for long term disability insurance.

Each teacher shall donate one (1) day to the Sick Bank upon their hiring by the District.

The Sick Bank shall not be utilized for other than serious illness of the teacher, family member, or member of household. Serious illness shall not include, by way of example: common flu, common cold or voluntary surgery. The decision of the Sick Bank Committee regarding the qualifications of a teacher for a grant from the Sick Bank and the number of days granted shall be final. Sick days shall not be granted without complete medical verification, provided on a form developed by the District and approved by the Committee.

Upon return to active employment, the District shall deduct a minimum of two (2) sick leave days per school year from the recipient until the Sick Bank is made whole for all days used by the recipient. If the recipient is awarded more than ten (10) days, the committee will determine the payback schedule.

ARTICLE 10
REDUCTION IN PERSONNEL AND SERVICES

Section 1 Reduction in Personnel

When the Board determines that a reduction in teaching personnel is necessary, the Board will give written notification to the Association.

Section 2 Seniority

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

2. The following criteria shall apply in determining seniority rankings:

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

   b. Ten (10) months' credit is equal to one (1) year. No more than ten (10) months' accrual can be credited from September 1 through August 31 of each year and is only earned for work performed at the salary schedule.

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

   a. Initial date of work.
   b. Date contract is signed by employee.
   c. Time of day in point b, when contract is signed.
   d. Date the Board took action.
   e. Most total teaching experience.
   f. Highest degree.
   g. Most hours beyond highest degree.

4. If an administrator returns to the teaching staff, they shall enter the unit with seniority for all years served as a teacher and as an administrator. Administrators hired from outside the District shall not accrue teaching seniority for time served as an administrator in Riverview nor accrue any seniority for any service outside Riverview Schools.

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

ARTICLE 11
RETIREMENT

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

ARTICLE 12
PROFESSIONAL GROWTH

Section 1 Professional Development

A. Professional Development Advisory Committee

The Board and the Association agree to establish a Professional Development Advisory Committee composed of teachers who represent a variety of grade levels, subject areas, special education, non-teaching staff, parents and administrators. The majority membership of the committee shall be composed of teaching staff. This committee shall meet as needed throughout the school year. The purpose of this committee shall be to determine department, grade level, and individual areas that require PD support and recommend methods of improving the educational program in the schools. The PD recommendations of the committee will be reported to the Board of Education by June 1st. The function of this committee, however, shall not be considered a part of the grievance procedure or for negotiations.

B. Conference/Visitations

To provide for the continuous growth of the professional staff, the administration agrees to receive requests for visitations and professional conferences or conventions. The administration further agrees that such days, when approved, shall not be deducted from regular leave days and reasonable expenses incurred in attending conferences shall be reimbursed. Approval for attendance at such conferences or conventions shall be at the discretion of the Superintendent or their designee.

Section 2 Selection of Curriculum Materials and Instructional Practices

Teachers and Administrators shall participate in the selection of Curriculum Materials and instructional practice.

ARTICLE 13
SPECIAL NEEDS OF STUDENTS

It is recognized by the parties that the educational abilities of the district's students range from those who are gifted to those with special needs. Students receive special education services as determined and described by the Individualized Educational Planning (IEP) team. IEP services are designed to provide an appropriate education and, to the greatest extent possible, maintain the child's placement in the least restrictive environment. Special education services are designed for students with disabilities whose educational needs cannot be met without such.

Classroom teachers shall participate with the MTSS team and follow the MTSS process. This process may include additional training, coaching and support to best fit the needs of the student. When the MTSS process is unable to support the needs of the student, the student shall be referred to the special education department who will address the needs of the student through the IEP process in accordance with state and federal law.

ARTICLE 14
COMPLAINTS AGAINST A TEACHER

When complaints by a parent of a student are put in writing and signed, they shall be promptly called to the teacher's attention. Any complaint sent to an administrator or placed in the personnel file shall be signed by the complaining party and a copy sent to the teacher. This notification may take place via an email sent to the teacher by their administrator. When a written complaint has been sent to an administrator or placed in the personnel file, the teacher shall have the right to answer the complaint in writing in accordance with Article 4, Section 2.

The teacher shall, if they so desire, be furnished with advice from the Board's legal counsel, if the complaint is within the scope of the School Code and Michigan Compiled Laws, Section 691.1408, and provided there is no conflict of interest. In any conference concerning this article the teacher shall have the right to be represented upon their request by any member of the Association and/or any other teacher of their choice.

ARTICLE 15
GRIEVANCE PROCEDURE

Section 1 Definition of a Grievance

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

Section 2 Grievance Procedure

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

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

In the event a teacher has more than one immediate supervisor, a grievance may be filed with one of the supervisors where the alleged grievable action has taken place. They will not be required to file other grievances on the same situation with other supervisors.
In the instances where alleged violations of any provisions of this Agreement involving actions of the Central Office or instances where the grievance would be moot if the grievance were processed through normal procedures, the grievance may be filed at Step Four (4) of the grievance procedure.

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

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

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

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

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

In connection with any grievance the following rules shall apply:

1. The time limits provided in this Article shall be strictly observed but may be extended only by written agreement of the parties. In the event the Board fails to answer within the time limits provided in any steps of the grievance procedure, the grievance will be deemed to be denied and the grievant may automatically go to the next step within the time limits set forth.
2. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Superintendent shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
3. If at any time the grievance is resolved in favor of the teacher, his or her record shall be purged of all reference to this action. This provision does not limit the authority of an arbitrator.
4. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

ARBITRATION:
The arbitrator so selected shall hear the matter promptly and shall issue their decision not later than thirty (30) days from the date of the close of the hearings or from the date the final briefs, statements, or proofs are submitted to him. The arbitrator's decision on grievances shall be binding and in writing and shall set forth their findings of fact, reasoning and conclusions on the issues submitted. The costs for the services of the arbitrator including expenses, if any, shall be borne equally by the Board and the Association.

Section 3 Withdrawal of Grievance

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

Section 4 Reprisals

No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the participants.

Section 5 Representation of Grievant

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

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

Section 6 Right to Compensation

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

ARTICLE 16
TEACHER PROTECTION

Section 1 Assault and Battery

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

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

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

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

Section 2 Service-Connected Injury

Employees incurring service-connected injury, which arose out of their employment and was within the scope of their duties and authorities, shall be protected for a maximum of six (6) months, and by Workers' Disability Compensation Insurance for the full limits of the Workers' Disability Compensation Act (MCL 418.101 et seq). Teachers have the option to use accumulated sick leave days to bring their pay to the full amount. Provided, however, the compensation checks when received by an employee from the compensation carrier must be endorsed over to the Board as partial reimbursement for this benefit. If compensation checks are not endorsed over to the Board, all supplemental payments will cease. Disability exceeding the six (6) month period shall be governed by the provisions of the sick leave days policy and the Workers' Disability Compensation Act. This provision is not intended to provide compensation beyond full salary.

Section 3 Mentor Teachers

1. A Mentor Teacher shall be defined as a Master Teacher as identified in Section 1526 of the School Code and shall perform the duties of a Master Teacher as defined in the code. The Mentor Teacher shall be a member of the bargaining unit**.**

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

3. Participation as a Mentor Teacher shall be voluntary.

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

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

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

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

Section 4 Dismissals

Dismissal shall be in accordance with the State Tenure Act.

ARTICLE 17
CLASS SIZE AND TEACHING

Section 1 Class Size

Since the primary purpose of education is to ensure the highest teaching competency possible, the Board and the Association agree that the following student teacher ratios as guidelines shall be used to ensure the continuance of this ideal. The Board and the Association subscribe to the following ratios as guidelines for face-to-face instruction (excluding virtual learning assignments).

1. Elementary K - 2 (26) Grades 3-5 (28)

Special area classes at the elementary level of art, library, music and physical education are to consist of single classes not to be doubled without consent of special area teacher and building principal (Choir and band are not included).

2. Secondary 6-12 Not to exceed 34.

Unique Courses (i.e. band choir, physical education, other electives, online seminar courses, and/or pilot programs) are not subject to the same guidelines.

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

Section 2 Teaching Hours

A teacher at the high school level (grades 9-12) shall not have their instructional assignment exceed three hundred fifteen (315) minutes per day. A teacher at the high school level (grades 9-12) shall have this time divided into meaningful time units with each unit separated by a passing period. A teacher at the middle school level (grades 6-8) shall not have their instructional assignments exceed three hundred fifteen (315) minutes per day. A teacher at the elementary level (grades K-5) shall not have their instructional assignment exceeding three hundred twenty (320) minutes per day.

A. If a teacher's assignment involves more than one building, adjustments in the preparation, starting, and ending time are permitted to provide an equitable assignment in comparison to other teacher assignments. A teacher shall have sufficient time to travel between buildings.

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

C. Elementary teachers shall receive a preparation period of fifty-five (55) minutes, scheduled in two meaningful units. One unit shall be forty (40) minutes during the instructional day, and the second unit fifteen (15) minutes at the start of the teacher day.

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

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

E. The teaching load may consist of professional activities other than teaching children as long as it falls within the three hundred fifteen (315) to three hundred twenty (320**)** minute limitation set forth above. Activities set forth in Article 4.7, are in addition to items contained in this section.

F. Teachers in areas other than the regular classroom such as Title I, special education, reading consultants, librarians, counselors, instructional coaches, and similar positions may, in the view of the principal, have unique requirements which require flexible hours (not exceeding the daily assignment limit) and eliminate the necessity of scheduled preparation time during the school day.

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

H. In the event significant changes in buildings occur during the life of this Agreement, the time of the teacher's assignment at the elementary shall not exceed three hundred twenty (320) minutes; at the middle school three hundred fifteen (315) minutes; and at the high school three hundred fifteen (315) minutes.

I. A teacher may teach an additional period per day. If this additional period is not compensated for with an equivalent period of time off elsewhere during that same school year, the teacher shall receive remuneration of their contractual salary in the amount equivalent to the proportional amount of the current instructional period.

J. If a significant portion of or the total class of a teacher is scheduled to be absent, away from school on a field trip or participating in some other activity of the school, excluding sports activities, the assigned teacher shall be consulted at least one (1) day prior to the activity. The teacher may then be assigned said class or responsibility during the time they normally would be meeting with their class at no additional cost to the District. This is limited to classrooms which have scheduled students out of class, not teachers where classes are scheduled with low enrollment. The purpose of this is to provide greater flexibility for teachers to schedule activities outside their regular classes.

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

Section 3 Workday

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

Regular Day

The Riverview Community High School workday shall be scheduled as follows:

7:30 to 7:35 Duty Time
7:35 to 2:40 Student Day, as set forth in Section 2, Teaching Hours
2:40 to 2:45 Duty Time

The workday at Seitz shall be:

7:50 to 7:55 Duty Time
7:55 to 3:00 Student Day, as set forth in Section 2, Teaching Hours
3:00 to 3:05 Duty Time

The workday at an elementary shall be:

8:15 to 8:30 Preparation Time
8:30 to 8:35 Duty Time
8:35 to 3:25 Student Day, as set forth in Section 2, Teaching Hours
3:25 to 3:30 Duty Time

Early Release Day

The Riverview Community High School workday shall be scheduled as follows:

7:30 to 7:35 Duty Time
7:35 to 11:35 Student Day
11:35 to 2:45 Duty Time

The workday at Seitz shall be:

7:50 to 7:55 Duty Time
7:55 to 11:55 Student Day
11:55 to 3:05 Duty Time

The workday at an elementary shall be:

8:15 to 8:30 Preparation Time
8:30 to 8:35 Duty Time
8:35 to 12:40 Student Day
12:40 to 3:30 Duty Time

The workday for all staff on Professional Development days will be from 8:00 AM to 3:00 PM unless otherwise noted on the school calendar. All teachers will start at the current early start time for their building as soon as possible. Students may enter the building five (5) minutes before the start of the instructional day.

The workday for guidance counselors, speech-language pathologists, ELL teachers, Instructional Coaches and social workers will be set by the building principals but will not exceed seven (7) hours and fifteen (15) minutes per day.

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

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

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

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

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

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

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

ARTICLE 18
PROFESSIONAL NEGOTIATIONS

Section 1 Negotiations Procedure

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

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

Section 2 Memorandum of Understanding

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

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

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

ARTICLE 19
NO-STRIKE CLAUSE

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

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

ARTICLE 20
SCHOOL CALENDAR

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

The school year for guidance counselors, speech-language pathologists, ELL teachers, Instructional Coaches and social workers may include up to a combined eight (8) days before the teacher school year begins (in August) and/or after the teacher school year ends (in June) at the determination of administration. These days will be scheduled in conjunction with the school's administration at least one month in advance of occurrence. Any days worked with approval of administration will be paid at the hourly per diem rate.

ARTICLE 21
PROFESSIONAL COMPENSATION, BENEFITS AND OTHER RELATED PROVISIONS

Section 1 Extracurricular Activities

The Association recognizes the right of the Board to establish extracurricular activity or to retain or discontinue such activity. The Association agrees to encourage its members to volunteer to serve in extracurricular positions.

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

A. Health/Medical Insurance

The District shall provide the following amounts annually toward the medical benefits of those who elect medical insurance for the term of the contract or the State's annual statutory hard cap amount under section 3 of 2011 PA 152, MCL 15.563 for that year whichever is less. Beginning with the 2028 calendar year, if the state law increases the hard cap more than the rates listed below, the district will pay 20% of the increase above the rates below (example, the hard cap goes up 5% in 2028, the district would pay 20% of the 1.5% additional hard cap amount).

Year	2026	2027	2028	2029
Single	$7,942.09	$8,180.35	$8,466.66	$8,763.00
Two Person	$16,609.38	$17,107.66	$17,706.43	$18,326.15
Full Family	$21,660.30	$22,310.11	$23,090.96	$23,899.15

1. The Board shall pay the cost of the insurance coverages for each eligible employee and their eligible dependents upon written application. Coverages shall be administered under the rules and regulations of the underwriter.

2. The employee shall report additions/deletions of dependents or changes in coverage status in a timely fashion to the payroll office. In the case of employee/spouse within the District, one employee shall take health/medical insurance and the other will take cash in lieu.

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

4. At the request of the district or the union, the Director of Business and Finance will establish a committee to represent insured employees (unions and unaffiliated) to assess and develop employee insurance programs.

5. Special riders shall be paid by the employee.

6. If allowed by the insurance carrier and offered by the District, a teacher may elect not to receive the health insurance provided herein and, in lieu thereof, will receive $2,000 annually payable in ten monthly payments September through June. If a teacher elects to reapply for health insurance during the school year, the date of coverage will be subject to the requirements of the insurance carrier and cash in lieu will be prorated.

B. Dental Insurance

The Board will provide a dental plan comparable to the plan designed below and retain the right to determine the carrier and to change the carrier at the Board's discretion.

80% of Class I benefits - preventive dental services.
80% of Class II benefits – basic dental services
80% of Class III benefits - major dental services.
80% of Class IV benefits - orthodontic dental services.

The maximum benefit is $1,000 per person total per contract year on Class I, II and III benefits and $800 lifetime maximum per eligible person for Class IV benefits.

C. Vision Insurance

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

1. Examination covered at 100%
2. Regular Lenses covered at 100%
3. Bi-focal Lenses covered at 100%
4. Tri-focal Lenses covered at 100%
5. Frames Charges $65 allowance, 20% discount on balance.
6. Contact Lenses in lieu of lenses, if not medically necessary, $115 allowance. Medically necessary contact lenses-covered at 100%.

Examinations, frames and one (1) set of corrective lenses (regular glasses, prescription sunglasses, or contact lenses) will be provided once every 12 months.

D. Life Insurance

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

E. Long-Term Disability Insurance

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

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

1. Eligibility

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

2. Benefit Period
   The benefits shall commence on the 91st consecutive day of total disability and continue, provided the employee maintains eligibility, until at least the age of 65, for both injury and sickness. The date of the initial instance of disability shall be determined by a qualified physician and the insurance company reserves the right to have a physician of its own choosing or that of the district determine whether a disability exists and if so, when it has ended. This decision shall be final and not subject to any grievance or arbitration proceeding including either the school district or insurance carrier.

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

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

Section 3 Tax Sheltered Annuities

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

Section 4 School Related Expenses

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

Section 5 Employment Outside the Regular Calendar Year

Teachers employed before the regular opening of school and/or remaining beyond the regular school calendar year in their normal job responsibilities shall be paid at a daily rate equal to the daily rate during the regular school calendar year unless an agreement has been reached between the teacher and principal, approved by the Superintendent and supported by compensatory time during the regular school year. Daily rate of pay is determined by dividing the actual contract salary exclusive of any extra pay by the teacher workdays. Hourly rate shall be determined by dividing the daily rate by 7.25.

Section 6 Educational Credit Hours

A. Payment

Teachers who have earned additional college credit hours or degrees by September 1, must submit an official transcript, an official college or university degree document, a letter from the registrar's office, signed and sealed by an appropriate official, indicating completion of the course work, or an official certificate from the State of Michigan to the personnel office by October 31 of each year. The professional compensation for such hours shall be paid in equal payments for such teacher spread over the remaining pays for the balance of the contract, commencing no later than the second payday after receipt and approval by the administration. Payments for extra hours is limited to credits earned after the basic bachelor's degree and/or awarding of the teaching certificate and cannot include hours earned concurrently or prior to the awarding of the bachelor's degree or the teaching certificate.

B. Disclosing Earned Credits, Certification, Degrees and Endorsements

The school district has the right to know a teacher's current certification. Therefore, teachers are expected to keep their most recent certification information on file in the Central Office.

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

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

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

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

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

For the work identified in the teacher's letter on file to be considered in their placement, the work must be completed prior to the start of the school year and the official transcript, certificate, registrar's letter, or degrees would have to be on file by October 31.

Section 7 Certification in Effect

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

Section 8 Credit for Experience

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

Section 9 Job Related Travel

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

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

Section 10 Payments and Deductions

A. Paydays and Payment Options

Paydays shall coincide with the District's normal schedule for all employees and will be established on a semi-monthly interval paid on the 10th and 25th of each month. For any 10th or 25th that falls on a weekend or a bank closure holiday, the payroll will be processed on the preceding Friday or day preceding the Holiday.

Unless teachers notify the business office, in writing, to the contrary, their preference between the two options set forth below will be Option B. Any change must be submitted in writing by 4:00 P.M. on the first teacher workday of each school year. Failure to select any option will invoke Option B. Once a pay option is established, it may not change during that school year.

Option A: 20 pays will be issued with each pay representing 1/20th of the contract salary. Payroll will be processed for 20 consecutive pay periods commencing on September 10th of each school year. Payroll deductions* will be taken out of all pays.

Option B: 24 pays will be issued with each check pay representing 1/24th of the contract salary. Payroll will be processed for 24 consecutive pay periods commencing on September 10th of each school year. Payroll deductions* will be taken out of all pays.

*Payroll deductions means Health Savings Account contributions, annuity, credit unions, voluntary retirement, 403(b) contributions and other similar deductions. The new rate's effective date will be the second pay date after the rate schedule is submitted to the business office.

Section 11 Professional Development

The REA and Riverview Community School District recognize that Professional Development (PD) is an integral part of professional learning and seek to provide relevant opportunities for professional growth when considering PD opportunities. The RCSD will provide PD structured to satisfy the State of Michigan (MDE) requirements, support the District Strategic Plan, support district and building MICIP goals, and fulfill the requirements to count professional development activities as student instructional hours.

A. RCSD will provide (4) four days of professional development for RCSD teachers to attend that meet the State of Michigan requirements to count as student instructional hours including two (2) PD days prior to students reporting.

B. RCSD teachers will be responsible for six (6) hours of "Flex" Professional Development to address personal growth, professional safety requirements, and be fluid to support changes due to unforeseen circumstances and/or State of Michigan Requirements.

C. The RCSD will create a joint professional development advisory committee composed of RCSD teachers (representing a variety of grade and subject areas), administrators, and other professional staff. The committee will meet as needed to recommend a professional development plan and calendar for the district. The plan for the following school year will be presented to the district prior to the end of the current school year.

ARTICLE 22
WAGES

A. The salary schedule for each year of the Agreement shall be as set forth in Schedule A.

B. The salary for any teacher not assigned to a Public School Building will be capped at $45,500 for a teacher with a bachelor's degree and capped at $52,900 for a teacher with a Master's degree and prorated based on the caseload comparison to an equivalent teacher assigned to a Public School Building.

ARTICLE 23
TERMINATION

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

This contract terminates effective June 30, 2029. It shall be terminated in its full force and effect unless there is official action on the part of both parties in official sessions and recorded in the minutes of same giving continuation.

IN WITNESS WHEREOF, the parties hereto have affixed their signature.

RIVERVIEW COMMUNITY SCHOOLS BOARD OF EDUCATION	RIVERVIEW EDUCATION ASSOCIATION
_____	_____
Timothy Bohr, Board President	Michon Dicks, President
_____	_____
Sheila Walker, Board Secretary	Shelby Ruhlig, Vice-President
_____	_____
Joseph J. Hatzl, Superintendent	Jimalatice Thomas-Gilbert MEA UniServ Director
_____	_____
Date	Date

If the audited assigned and unassigned fund balance is lower than 20% as of June 30, 2027, which will be known by November 1, 2027, the parties agree that they will reopen negotiations for Schedule A for the 2028-29 contract with the provisions from 2027-28 remaining in place until a successor agreement 2028-29 is reached.

SCHEDULE A
SALARY SCHEDULE
2026-2029

	2026-2027		2027-28		2028-29	
Step	BA	MA	BA	MA	BA	MA
1	$52,438	$57,688	$54,011	$59,419	$56,172	$61,201
2	$54,658	$60,230	$56,298	$62,037	$57,424	$63,898
3	$57,391	$63,339	$59,112	$65,239	$60,295	$67,196
4	$60,123	$66,446	$61,927	$68,440	$63,165	$70,493
5	$62,856	$69,555	$64,741	$71,642	$66,036	$73,791
6	$65,589	$72,662	$67,557	$74,842	$68,908	$77,088
7	$68,322	$75,770	$70,372	$78,043	$71,779	$80,384
8	$71,055	$78,878	$73,186	$81,245	$74,650	$83,682
9	$73,788	$82,782	$76,002	$85,265	$77,522	$87,823
10	$76,521	$85,921	$78,816	$88,498	$80,393	$91,153
11	$79,253	$89,915	$81,631	$92,612	$83,264	$95,390
12	$82,929	$95,007	$85,417	$97,857	$87,126	$100,793
13	$86,605	$100,178	$89,204	$103,183	$90,988	$106,279
14	$90,282	$105,430	$92,990	$108,592	$94,850	$111,850

LONGEVITY STIPEND:	
20 Years of Service in Unit in District	$2000
25 Years of Service in Unit in District	$2500

STIPEND FOR STATE OF MICHIGAN LICENSURE:	
Limited Licensed Speech and Language Pathologist and LLMSW	$500
Fully Licensed Speech and Language Pathologist and LMSW	$1000
Counselor with LPC (Licensed Professional Counselor)	$1000

An overall rating of effective on the teacher evaluation will be required to receive the longevity stipend or advance to the next step on the salary structure.

SUMMARY OF CHANGES TO SALARY SCHEDULE FROM 2025-26 to 2026-27:

1. Restructure the 2025-26 Schedule: eliminate step 1, insert two new steps equidistant between old 12 and old 14. Renumber steps.
2. Reset 2026-27 salary schedule as stated above.
3. For 2026-27, teachers advance one step, but due to renumbering it will be the same number step, ie, old step 5 goes to new step 5, old step 12 goes to new step 12, and so forth.

SCHEDULE B

All coaching positions shall be compensated based upon a percentage of the BA, Step 1 salary. The BA 1 salary in effect for the relevant school year will be used for calculating Schedule B compensation, regardless of an employee's placement on the salary schedule or experience in the activity. When student participation levels warrant the addition of coaching staff, the Administration may authorize the appointment of an additional coach. Any such additional coach shall be compensated at 3%. In addition to the percentage listed below, any coach who is also employed by the Riverview Schools in another capacity either directly or through third party shall be paid an additional 0.5% (i.e. 10.5% listed below will be paid 11% for the activity).

SCHEDULE B
ATHLETICS

BASEBALL	Percent
Head Varsity	10.5%
Varsity Assistant	5.0%
Junior Varsity	8.0%
Freshman	7.0%
Middle School 7	5.0%
Middle School 8	5.0%
BASKETBALL (Boys and Girls)	Percent
Head Varsity	10.5%
Varsity Assistant	5.0%
Junior Varsity	8.0%
Freshman	7.0%
Middle School 7	5.0%
Middle School 8	5.0%
BOWLING	Percent
Head Varsity (Coed)	8.0%
CHEERLEADING	Percent
Competitive Varsity	8.0 %
Varsity Assistant	5.0%
Competitive JV Cheer	7.0%
Competitive Middle School	5.0%
Varsity Sideline Football	5.0%
JV Sideline Football	4.5%
CROSS COUNTRY	Percent
Head Varsity (Coed)	8.0%
JV/Varsity Assistant (Coed)	8.0%
Middle School (Coed)	5.0%
FOOTBALL	Percent
Head Varsity	12.0%
Varsity Assistant (2)	8.0%
Varsity Assistant (2)	5.0%
Junior Varsity	8.0%
Junior Varsity Assistant	8.0%
Middle School	5.0%
Middle School Assistant	4.5%
GOLF (Boys and Girls)	Percent
Head Varsity	8.0%
HOCKEY	Percent
Head Varsity	10.5%
ROWING	Percent
Head Varsity (Coed)	10.5%
JV/Varsity Assistant (Coed)	8%
DANCE	Percent
Head Varsity	5%

SOCCER (Boys and Girls)	Percent
Head Varsity	10.5%
Varsity Assistant	5%
Junior Varsity	8%
Middle School	5%
SOFTBALL	Percent
Head Varsity	10.5%
Varsity Assistant	5%
Junior Varsity	8%
Freshman	7%
Middle School 7	5%
Middle School 8	5%
SWIMMING (Boys and Girls)	Percent
Head Varsity	10.5%
Varsity Assistant	8%
Middle School Head (Coed)	5%
Middle School Asst (Coed)	4.5%
TENNIS (Boys and Girls)	Percent
Head Varsity	8%
Junior Varsity	7%
TRACK (Boys and Girls)	Percent
Head Varsity	10.5%
Varsity Assistant	8%
Middle School	5%
VOLLEYBALL	Percent
Head Varsity	10.5%
Varsity Assistant	5%
Junior Varsity	8%
Freshman	7%
Middle School 7	5%
Middle School 8	5%
WRESTLING	Percent
Head Varsity	10.5%
JV/Varsity Assistant	5%
Middle School	5%
ATHLETIC WORKERS	Percent
Announcer (Per Game)	$30
Scorekeeper (Per Game)	$30
Ticketing (Per Game)	$30
Timekeeper (Per Game)	$30
Pep Bus Chaperone (Per Trip)	$30
Admission Coordinator	$4,500
Weight Room Supervisor	$4,000

SCHEDULE B
EXTRACURRICULARS

HIGH SCHOOL	
Band Director (Per Concert*)	$750
Choreographer (Per Play*)	$500
Connection Club Coordinator	$1,500
DECA Sponsor/Coach	$1,500
Drama Asst Director (Per Play*)	$1,250
Drama Director (Per Play*)	$1,800
Freshman Class Sponsor	$1,800
Homecoming Coordinator (x2)	$1,500
Junior Class Sponsor	$2,750
Marching Band Director (+camp)	$4,000
Mentor Program Coordinator	$3,000
National Honor Society	$2,000
Portfolio Night Coordinator (2)	$750
Quiz Bowl Sponsor/Coach	$2,000
Robotics Sponsor/Coach	$3,000
School Improvement Coordinator	$1,500
Senior Class Assistant Sponsor	$2,750
Senior Class Sponsor	$4,000
Sophomore Class Sponsor	$1,800
Student Council	$4,000
Yearbook (with class)	$1,000
Yearbook (without class)	$3,000
Vocal Music Dir (Per Program*)	$750

MIDDLE SCHOOL	
Choreographer per play	$500
Concert Band Dir (per concert*)	$700
Drama Asst Director per play	$500
Drama Director	$1,400
National Jr. Honor Society	$1,600
Robotics Sponsor/Coach	$2,500
School Improvement Coord	$1,500
Student Council	$1,800
Vocal Music Dir (per program*)	$700
Yearbook	$1,500
ELEMENTARY	
Elementary Music (per program*)	$300
Fifth Grade Camp	$150/day
Safety Patrol Coord (per building)	$1500
School Improvement Coord	$1,500
Student Council	$750
MISCELLANEOUS	
Substitute Rate on Prep	$40
Support	$25/hour

*Performances shall be planned in consultation with administration.

HIGH SCHOOL AND MIDDLE SCHOOL CLUB SPONSORSHIP

Employees are encouraged to develop and sponsor clubs that explore the interests of our students outside the classroom. General requirement for club status and stipend: $1,000

- Regularly scheduled meetings (equivalent of two hours per month during school year)
- Threshold participation should average a minimum of 10 students (proration considered)
- Submission of club meeting agendas and student sign-in sheets prior to the scheduled end of year payment
- Proration will be considered with prior planning with building administration.

Class Sponsors will hold regularly scheduled meetings, organize fundraising projects (2-3 per year minimum), and meet with Parent Club to promote community involvement.

Miscellaneous chaperone/support beyond regular scheduled meeting/contractual days

MTSS-RTI Before/After School, Extra-Curricular Activity Supervision, Committee Meeting Participation**, Pep Band Events/Game, Clerical & Event Support**, Summer School

**Beyond Regular Scheduled Meeting/Contractual Days (normal school calendar work year)

Extra-Curricular Pay should be submitted by May 15 each year.

APPENDIX C
2026-27 SCHOOL CALENDAR

AUGUST	31	Monday	New Teacher Orientation
SEPTEMBER	1	Tuesday	Welcome Back/Professional Development - No Students
	2	Wed	PD Full Day - No Students Elementary/MS Open House
	3	Thursday	Teacher Workday (On or Off Site)
	4	Friday	NO SCHOOL for Staff or Students
	7	Monday	NO SCHOOL - LABOR DAY
	8	Tuesday	First Day of School
	15	Tuesday	HS Open House
OCTOBER	21	Wed	HS Conferences
	22	Thursday	Elementary/Middle School Early Release - Conferences
NOVEMBER	3	Tuesday	NO SCHOOL for Students - Professional Development Staff
	23	Monday	High School Early Release - Exams
	24	Tuesday	Early Release District-wide – End of Trimester 1 - Records Day
	25-27	Wed-Fri	NO SCHOOL for Students or Staff – Thanksgiving Break
DECEMBER	21	Monday	Holiday Break Begins
JANUARY	4	Monday	Classes Resume
	18	Monday	NO SCHOOL for Students– Professional Development Staff
FEBRUARY	11	Thursday	Elementary/Middle School Early Release – Conferences
	15	Monday	NO SCHOOL – Mid Winter Break
MARCH	11	Thursday	High School Early Release – Exams
	12	Friday	Early Release District-wide – End of Trimester 2 - Records Day
	26	Friday	No School for Students or Staff - Good Friday
	29-31	Mon-Wed	NO SCHOOL for Students or Staff – Spring Break
APRIL	1-2	Thur-Fri	NO SCHOOL for Students or Staff – Spring Break
	5	Monday	Classes Resume
MAY	31	Monday	NO SCHOOL– Memorial Day
JUNE	11	Friday	LAST DAY OF SCHOOL Early Release District-wide – Records Day

APPENDIX C
2027-28 SCHOOL CALENDAR

AUGUST	30	Monday	New Teacher Orientation
	31	Tuesday	Welcome Back/Professional Development - No Students
SEPTEMBER	1	Wed	Professional Development Full Day- No Students Elementary/MS Open House
	2	Thursday	Teacher Workday (On or Off Site)
	3	Friday	NO SCHOOL for Staff or Students
	6	Monday	NO SCHOOL - LABOR DAY
	7	Tuesday	First Day of School
	14	Tuesday	HS Open House
OCTOBER	20	Wed	HS Conferences
	21	Thursday	Elementary/Middle School Early Release- Conferences
NOVEMBER	2	Tuesday	NO SCHOOL for Students - Professional Development Staff
	22	Monday	High School Early Release - Exams
	23	Tuesday	Early Release District-wide – End of Trimester 1 - Records Day
	24-26	Wed-Fri	NO SCHOOL for Students or Staff – Thanksgiving Break
DECEMBER	20	Monday	Holiday Break Begins
JANUARY	3	Monday	Classes Resume
	17	Monday	NO SCHOOL for Students– Professional Development Staff
FEBRUARY	10	Thursday	Elementary/Middle School Early Release – Conferences
	21	Monday	NO SCHOOL – Mid Winter Break
MARCH	9	Thursday	High School Early Release – Exams
	10	Friday	Early Release District-wide – End of Trimester 2 - Records Day
	27-31	Mon-Fri	NO SCHOOL for Students or Staff – Spring Break
APRIL	3	Monday	Classes Resume
	14	Friday	NO SCHOOL for Student or Staff – Good Friday
MAY	29	Monday	NO SCHOOL– Memorial Day
JUNE	9	Friday	LAST DAY OF SCHOOL Early Release District-wide – Records Day

APPENDIX C
2028-29 SCHOOL CALENDAR

AUGUST	28	Monday	New Teacher Orientation
	29	Tuesday	Welcome Back/Professional Development - No Students
	30	Wed	Professional Development Full Day- No Students Elementary/MS Open House
	31	Thursday	Teacher Workday (On or Off Site)
SEPTEMBER	1	Friday	NO SCHOOL for Staff or Students
	4	Monday	NO SCHOOL - LABOR DAY
	5	Tuesday	First Day of School
	12	Tuesday	HS Open House
OCTOBER	18	Wed	HS Conferences
	19	Thursday	Elementary/Middle School Early Release- Conferences
NOVEMBER	7	Tuesday	NO SCHOOL for Students - Professional Development Staff
	20	Monday	High School Early Release - Exams
	21	Tuesday	Early Release District-wide – End of Trimester 1 - Records Day
	22-24	Wed-Fri	NO SCHOOL for Students or Staff – Thanksgiving Break
DECEMBER	25	Monday	Holiday Break Begins
JANUARY	8	Monday	Classes Resume
	15	Monday	NO SCHOOL for Students– Professional Development Staff
FEBRUARY	15	Thursday	Elementary/Middle School Early Release – Conferences
	19	Monday	NO SCHOOL – Mid Winter Break
MARCH	9	Thursday	High School Early Release – Exams
	10	Friday	Early Release District-wide – End of Trimester 2 - Records Day
	26-30	Mon-Fri	NO SCHOOL for Students or Staff – Spring Break
APRIL	2	Monday	NO SCHOOL for students and staff – Spring Break continued
	3	Tuesday	Classes Resume
MAY	28	Monday	NO SCHOOL– Memorial Day
JUNE	9	Friday	LAST DAY OF SCHOOL Early Release District-wide – Records Day

APPENDIX D

Grievance No. _____

_____ _____
Name of Grievant Date Grievance Occurred

STEP 2 - FORMAL
Alleged Violation: Article _____ Section_____ Page _____

1. Statement of Grievance _____

_____

_____

_____

2. Action Request (Relief Sought) _____

_____

_____

_____

_____ _____
Signature of Grievant Date Grievance Submitted

_____ _____
Signature of Principal or Designee Receiving Grievance
Time and Date of Receipt of Grievance by Principal or Designee

STEP 3
Disposition of Grievance by Principal _____

_____

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

_____ _____
Signature of Principal
Date Grievance acted upon by Principal

_

_____ _____
Signature of Grievant or Designee
Time and Date Grievant or Designee Received Principal's Reply

Appendix B, Cont'd. Page 2 Grievance No. _____

Response of Grievant to Principal's Position _____

_____

_____

STEP 4

_____ _____
Signature of Grievant Date of Grievant's Response

_____ _____-----_____
Signature of Superintendent or Designee Receiving Grievance Time and Date Grievant's Response is Received by Superintendent or Designee

STEP 5
Disposition of Grievance by Superintendent _____

_____

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

_____ _____
Signature of Superintendent of Schools Date Grievance Acted Upon by Superintendent

_____ _____
Signature of Grievant or Designee Indicating Receipt of Superintendent's Decision Time and Date Grievant Received Superintendent's Reply

STEP 6
Response of Grievant to Superintendent's Position _____

_____

_____

_____ _____
Signature of Grievant Date of Grievant's Response

_____ _____
Signature of Board's Representative Receiving Grievant's Response Time and Date Grievant's Response Received by Board's Representative

APPENDIX E
PART-TIME AGREEMENT
(Voluntary Request)

_____	_____
Teacher's Name	School year you wish to teach part-time
_____	_____
Building you would like to be assigned part-time	Subjects/grade levels you would teach on a part-time basis (be as flexible as possible)
FOR SECONDARY REQUEST	_____
	Indicate the minimum and maximum number of class periods you would want to teach on a part-time basis (be as flexible as possible)
FOR ELEMENTARY REQUEST	_____
	Indicate A.M. or P.M. preference or 1st or 2nd semester preference (be as flexible as possible)

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

_____	_____
Date	Signature of Teacher

To be completed by administration:

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

_____	_____
Date	Signature of Administrator authorizing the part-time assignment