

AGREEMENT

between the

ORCHARD VIEW BOARD OF EDUCATION

and the

**ORCHARD VIEW
EDUCATION ASSOCIATION
MEA/NEA**

**2010-2011
2011-2012**

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AGREEMENT

This Agreement is entered into this 19th day of July, 2011, by and between the Orchard View Board of Education of the Township of Muskegon, Michigan, hereinafter called the "Board" and the Orchard View Education Association, hereinafter called the "Association".

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Orchard View School District is their mutual aim and that the character of education depends, predominantly upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are qualified to recommend policies and programs designed to improve educational standards, and

WHEREAS, the Board has a statutory obligation, pursuant to the Michigan Public Employment Relations Act, MCL 423.201 *et seq.*, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties, following extended and deliberate professional negotiations, have reached certain understanding which they desire to memorialize.

In consideration of the following mutual covenants, it is hereby agreed as follows:

**ARTICLE I
RECOGNITION**

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of the Michigan Public Employment Relations Act, MCL 423.211, for the bargaining unit described as follows: All professional personnel including personnel on tenure, probation, lay-off, leave of absence, classroom teachers, including those in alternative education programs, school psychologists, social workers, guidance counselors, librarians, special education teachers, and remedial reading teachers, employed by the Board (whether or not assigned to a public school building), but excluding supervisory and executive personnel, maintenance and operating personnel, transportation personnel, and office and clerical employees and cafeteria workers, and substitutes.

- B. The term "teacher", when used in this Agreement, shall refer to all employees represented by the Association in the bargaining unit.

- C. The Board agrees not to negotiate with any labor organization other than the Association for the duration of this Agreement except as may be required by law.

ARTICLE II
BOARD RIGHTS RESERVED

- A. The Board hereby retains and reserves unto itself, without limitation and without prior negotiations with the Association all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and of the United States, including, and without limiting the generality of the foregoing, the rights to:
1. The executive management and administrative control of the school district, its properties, equipment, facilities, and operations and to direct and supervise employees;
 2. Hire all employees and determine their qualifications and the conditions of their continued employment;
 3. Determine the assignment of all employees and evaluate their performance;
 4. Determine the size of the work force, and to expand or reduce the work force;
 5. Establish, continue or revise policies, rules and regulations governing employee conduct and performance;
 6. Discipline, demote and/or discharge employees;
 7. Establish, modify or change any work, business or school hours or days;
 8. Determine the services, curriculum, programs, supplies and equipment for its operations and to determine all methods and means of distributing, disseminating and/or delivering its services, the methods, schedules and standards of operation and the means, methods and processes of implementing its curriculum, programs and services;
 9. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;
 10. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations and determine the size of its administrative organization, its functions, authority, amount of supervision and table of organization
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the express terms of this Agreement and then only to the extent such terms are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

**ARTICLE III
ASSOCIATION RIGHTS AND OBLIGATIONS BY LAW**

- A. The Association and its members shall have the right to use the school building facilities at all reasonable hours. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises. Bulletin boards and other established media of communication shall be made available to the Association and its members.
- B. The Board agrees to furnish to the Association in response to reasonable requests from time to time all information concerning the financial resources of the District, tentative budgetary requirement and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any financial grievance or complaint.

This provision shall not be construed to require the release or disclosure of information exempt from disclosure under Section 13 of the Michigan Freedom of Information Act, MCL 15.243, or not required to be provided pursuant to a request under the Michigan Public Employment Relations Act.

- C. The Superintendent and the Association President, upon request of either party shall consult on any new modified tax programs, major construction programs, or major revisions of educational policy, which are proposed or under consideration. Upon written request the Association shall be given opportunity to advise the Board in writing with respect to said matters.
- D. The Board specifically recognizes the rights of the Association appropriately to invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such public agency and the Association recognizes an equal right on the part of the Board.
- E. The Association, any officer or teacher shall engage in or encourage any member to act in concert with others, without the lawful approval of his superior, to absent him/herself from his/her position or abstain in whole or in part from the full, faithful and proper performance of his/her duties for the purpose of inducing or coercing a change in the conditions or compensation, or the rights, privileges or obligations of employment, contrary to the provisions of Section 1 and 2 of the Michigan Public Employment Relations Act, MCL 423.201-.202.

ARTICLE IV TEACHER RIGHTS

- A. It is hereby acknowledged that pursuant to the Michigan Public Employment Relations Act, MCL 423.201 *et seq.*, that each employee of the Board in the bargaining unit shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and lawful concerted activities for mutual aid and protection. The Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Public Employment Relations Act or other laws of Michigan or the constitutions of Michigan and the United States, that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, participation in any lawful activities of the Association or collective professional negotiations with the Board, or the institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

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

- B. Nothing contained herein shall be construed to deny or restrict the right of any teacher conferred by any statute of the State of Michigan, or administrative rule adopted pursuant to the Administrative Procedures Act, applicable to his/her employment with the Board.
- C. The constitutional rights of the teacher as a citizen are hereby acknowledged and no religious or political beliefs or activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher except as may be constitutionally permitted.
- D. According to the relevant provisions of the Michigan Civil Rights Act, MCL 37.2101 *et seq.*, the Michigan Persons with Disabilities Act, MCL 37.1101 *et seq.*, and the Michigan Public Employment Relations Act, MCL 423.201 *et seq.*, the provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to religion, race, color, national origin, age, sex, height, weight, marital status, health conditions related to a disability, or membership in or involvement in the lawful activities of the Association.
- E. According to the provisions of law, MCL 423.501 *et seq.*, the district shall maintain one official personnel file for each teacher. The teacher shall have the right upon request to review the contents of his/her own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review.
- F. A teacher shall at all times be entitled to have present a representative of the Association when involved in an investigatory interview which could result in discipline of the teacher or when being disciplined for any misconduct or delinquency in professional behavior or performance. When a request for such representation is made, no action shall be taken with respect to the teacher until

such representative of the Association is present. Responsibility for such request rests solely with the teacher.

- G. No teacher shall be disciplined, reduced in rank or compensation without just cause. Any such action against a teacher shall be subject to the grievance procedure, except where the matter involves the non-renewal of a probationary teacher in accordance with the procedures of Article II, Section 3 of the Teacher Tenure Act, MCL 38.83, or where the discharge/demotion procedures of the Teacher Tenure Act are invoked as prescribed. A probationary teacher recommended for non-renewal, upon request, shall be provided an opportunity to appear and be heard by the Board in a closed session with respect to his/her non-renewal with representation from the Association. All information forming the basis for disciplinary action or non-renewal will be made available to the teacher and the Association upon request.
- H. No documentation of any complaint made by a parent, student or administrator directed toward a teacher shall be placed in the personnel file of the teacher unless the teacher has been notified in writing at least forty-eight (48) hours in advance. Any complaint being placed in the personnel file shall be fully investigated and substantiated prior to placement in said personnel file, with notification to the Association President. Any such documentation shall minimally contain the date of the complaint, the nature of the complaint, the name of the person(s) making the complaint and the name of the person authorizing the documentation be placed in the personnel file. The person authorizing placement of the documentation in the personnel file shall have the responsibility to notify the teacher in accordance with the terms of this provision. Resolution of complaints shall be included in the personnel file.
- I. Teachers shall be permitted to use the school building facilities at any reasonable hours for purposes related to their professional duties and responsibilities. However, use of areas which pose a risk of injury to untrained individuals such as the weight rooms and shop areas shall be prohibited to all, except the instructors in those areas. The use of the swimming pool shall be prohibited to all without exception.

ARTICLE V
ASSOCIATION DUES AND PAYROLL DEDUCTIONS

- A. Teachers may at any time sign and deliver to the Board an assignment authorizing deduction of membership dues of the Association (including the National Education Association and the Michigan Education Association). Such authorization shall continue in effect until formally revoked by the teacher in writing and copies thereof are delivered to the Association and the Board. (This pertains to continuing memberships).
- B. The deduction of membership dues or fees shall be made from each regular paycheck, beginning in September and ending in June of each year and the Board agrees to remit to the respective Associations all monies so deducted, accompanied by a list of teachers from whom the deductions have been made. The Association will indemnify and save harmless the Board of Education for all sums improperly checked off and remitted to the teacher organization.
- C. 1. During the term of this Agreement all teachers shall pay either the monthly membership dues of the Association or the appropriate representation service fee of the Association, not to exceed the amount of the dues uniformly required of members of the Association. The teacher may pay such dues or fees directly to the Association or authorize payment through payroll deduction.
2. The Association shall certify to the Board at the beginning of the school year, the membership of the Association subject to deduction of membership dues and the amount of the monthly Association dues to be deducted. The Association shall also certify to the Board as soon as the amount is known, the amount of monthly representation service fees to be deducted. These amounts so certified and deducted shall be forwarded to the Association, provided that when a teacher objects to the appropriate amount of the representation service fee, the amount of the deduction contested shall be placed in an escrow account as required by law until the appropriate amount of the deduction has been determined. A teacher contesting the appropriate amount of the representation service fee to be deducted, must exhaust the internal administrative procedures of the Association.
3. The remedies of such procedures shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been exhausted, no dispute, claim or complaint by an objecting employee concerning the application and interpretation to this Article shall be subject to the grievance procedure set forth in this Agreement, or to any other administrative or judicial procedure.
4. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of this fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year. Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the

representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year. In such event, it is agreed that the teacher remains obligated for the entire annual representation fee.

5. In the event that a teacher shall not pay such representation service fee directly to the Association, or authorize payment through payroll deduction, the Board shall, upon completion of the procedures contained herein, at the request of the Association and pursuant to MCLA 408.477; deduct the representation service fee from the teacher's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made as provided in section B above.
6. The Association in all cases of mandatory fee deduction pursuant to MCLA 408.477; shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the teacher that a request for wage deduction may be filed with the Board in the event compliance is not effected. If the teacher fails to remit the service fee or authorize deduction for same, the Association may request the Board to make the deduction. The Board upon receipt of the request for involuntary deduction shall provide the employee with an opportunity for a due process hearing limited to the question of whether or not the teacher has remitted the service fee to the Association or authorized payroll deduction for same.
7. A teacher shall cease to be subject to payment of dues or the representation service fees beginning with the month immediately following the month in which he/she is no longer a member of the bargaining unit. The Association will be notified by the Board of the names of such teachers following the end of each month which the termination took place. The Board agrees to advise the Association in writing of all additions, deletions or change in status of members of the bargaining unit.
8. In the event of any legal action brought against the Board in any court or administrative agency because of its compliance with section C. of this Article, the Association agrees to defend against such action, at its own expense and through its own counsel. The Association shall consult with the Board regarding the appointment of counsel and agrees that its legal counsel shall consult with the Board's legal counsel regarding defense of the action and litigation strategy.
9. The Association agrees to indemnify and hold the Board, including each individual school board member and its agents, harmless against any and all claims, demands, costs, suits, damages, awards, judgments, or other forms of liability and expense, including but not limited to back pay damages and all court or administrative agency costs that may arise out of or by reason of any action or legal stance taken by the Board for the purpose of complying with this Article. It is specifically and expressly agreed that any payment for these specified reasons shall be made directly from the Association to the demanding party and at no time shall the Board be

obligated to pay out any monies for any reason associated with the provisions of this Article.

10. In the event that sub-section 9 above should be held illegal by a court of final jurisdiction the Association agrees that no settlement or compromise shall be agreed upon which imposes any detriment to the Board without its consent and prior consultation.
- D. Upon signed authorization of the teacher, the Board agrees to deduct from the wages of that teacher and make appropriate remittance for any MESSA, MEA-FS, or MEA sponsored programs including MEA-FS tax-deferred annuities. Payroll deduction shall also be available for United Way, Muskegon County School Employees Credit Union, and any other programs jointly approved by the Association and the Board.

ARTICLE VI SENIORITY

- A. For the purposes of this Agreement, seniority shall be defined as follows:
1. For those bargaining unit members employed prior to the 1987-88 school year, seniority shall be defined as the number of years of service to the district as a bargaining unit member.
 2. For those bargaining unit members employed by the district commencing with the 1987-88 school year through the 1990-91 school year, seniority shall be defined as the number of years of consecutive service as a member of the bargaining unit in the Orchard View School District.
 3. For those bargaining unit members employed commencing with the 1991-92 school year, seniority shall be defined to mean the amount of time continuously employed as a member of the bargaining unit beginning with the employee's first day of work.
 4. Employees accreted to the bargaining unit shall accumulate seniority within the bargaining unit starting from the effective date of the accretion.
- B. Accompanying the name of each teacher on the seniority list shall be years of service credit or the first day of work where applicable, the teacher's certification, the teacher's majors, minors, and other endorsements.
- C. All seniority shall be lost by severance of employment from the Orchard View School District. Should a teacher subsequently be rehired, seniority accumulation shall begin anew from the date of rehire.
- D. The parties agree that less than full time service shall equate to full time seniority.
- E. The District shall prepare and present to the Association a current seniority list of bargaining unit members, including each member's certification and endorsement codes, prior to the first of October each year. The order of the names on the list shall be from most to least senior. The seniority list shall be published and posted conspicuously in all buildings of the District. The list will be posted for a period of thirty (30) calendar days. Bargaining unit members will have an opportunity to review and correct if necessary, information on the list. At the end of the thirty (30) day period the parties will meet to agree upon the official seniority list.
- F. Time spent on leave or on layoff shall not be construed as a break in service and seniority shall continue to accrue.
- G. No person other than a teacher shall possess, or exercise seniority within the bargaining unit. However, a teacher who returns to a bargaining unit position after serving the Orchard View School District in an administrative position shall retain all previously accumulated service credit as seniority in the bargaining unit.

**ARTICLE VII
LEAD TEACHER**

- A. It is agreed that the Board may, in each building where appropriate, establish the position of Lead Teacher.
1. The position of Lead Teacher shall be assumed only on those days where the building principal is absent on a pre-scheduled basis (i.e., conferences and/or camp; not sick leave.)
 2. The Lead Teacher shall have the responsibility for the building insofar as student discipline, dealing with parents, and building safety. The Lead Teacher shall in no instance evaluate or discipline staff nor in any way become involved in same.
 3. Compensation for Lead Teacher shall be an additional twenty-five percent (25%) of that teacher's base salary paid on a per diem basis.
 4. The Lead Teacher shall be expected to work the same hours as the building administrator on those days.
 5. The Lead Teacher shall be given at least twenty-four (24) hours notice prior to assuming the Lead Teacher position.
 6. Job performance as a Lead Teacher shall not be subject to evaluation.
 7. The person appointed in a building must be a tenured teacher in that building.
 8. On days when the role of the Lead Teacher is activated within a building the Orchard View Education Association President shall be notified in advance.
 9. The Superintendent, upon recommendation of the affected Principal, shall place the teacher in the role of Lead Teacher.
 10. In no case will the superintendent be obliged to continue the teacher in the role of Lead Teacher.

ARTICLE VIII TEACHING HOURS

- A. If a change in the school day becomes necessary, the Board and the Association agree to discuss the change. Mutual agreement of the parties shall be necessary to implement the change. It is the intent of the parties that the mutual agreement not restrict the Board's right to determine programs.
- B. Teachers will be available and responsible during the school year for the following:
1. His/Her teaching assignment.
 2. Individual conference(s) with parents and/or students.
 3. Staff meetings shall be no longer than one hour and fifteen (75) minutes in length. If a deviation from the established time is necessary, the building principal will contact the Association President and/or chief Negotiator through the Association Representative to reach agreement on the deviation. Reasonable notification (one week notice, except in case of an emergency) of the extended time of the staff meeting will be given to the affected building staff. Accommodations will be made for those staff members that, because of prior commitments, cannot attend the extended staff meeting.
 4. In-service programs and meetings scheduled within the school day and/or school calendar or as otherwise agreed to between Association and the Board.
 5. Annual open house.
 6. Parent/teacher conferences. Any individual deviations from the scheduled dates must be approved by the principal and the conference(s) rescheduled.
 7. Any situation warranting their presence which is either mutually agreed upon in advance or considered an extreme emergency by the administration.
- C. Teachers shall report for work no later than ten (10) minutes prior to the start of the student instruction day and shall leave work no earlier than five (5) minutes after the end of the student instruction day. Arrival time in the event of a delayed start shall be ten (10) minutes before the delayed starting time. The regularly scheduled teacher work day at school, excluding the time before and after the student day and the lunch period, shall be six (6) hours and fifteen (15) minutes. Any increase over six (6) hours and fifteen (15) minutes will be paid at the per diem rate. Reporting and leaving time for a teacher work day when students are not present will be the same as on a student instruction day, unless otherwise scheduled.

Teachers may leave for the monthly Board of Directors and General Membership meeting when the last class of that particular building has been dismissed for the school day.

- D. All teachers in all buildings will have a duty-free lunch period during which they may leave the building. This period shall conform to individual building schedules mutually agreed upon by the teachers and administrators of such buildings but in no event shall the lunch period be less than 30 minutes exclusive of passing time. Students who remain at a school during the lunch period or after school for transportation will be supervised by personnel other than professional personnel as covered by this Agreement.
- E. The Association agrees that teachers in the elementary schools recognize that recess is a necessary part of the educational program of this age group and will readily be on hand to protect the safety of all children at all recess duties that are assigned in a reasonable and nondiscriminatory manner on a building by building basis. No teacher shall be assigned recess duty more than twice per week.
- F. When elementary teachers' classes are being taught by Certified-Specialists (library, gym/physical education, art, music or any other Special classes), the teachers (excluding sixth grade teachers in a middle school setting) may use such time for the purposes of individual planning, preparation, conferences, and any other professional duties within the building. Departure from the building during these times requires approval from the building principal.
- G. The District will provide elementary teachers with approximately 240/250 minutes of planning time per week, exclusive of recess and a duty free lunch. To accomplish providing this time, special teachers (library, physical education, music, art and depending on the district finances or available grants a fifth special) will be employed. Either teachers will have four 60 minute classes or with a fifth special, five 50 minute classes. Primary teachers may have this time divided into 30/25 minute blocks. No special class or specials teachers planning time shall be less than 30/25 minutes. The parties agree to review this article annually to determine which option will be implemented for the next school year.
- H. The Board and the Association recognize the school instructional program and related matters need continuing study and improvement. It is further agreed that the parties shall cooperate in an on-going study to assist the Board whereby it may bring about desirable changes and innovations in the teaching methods and techniques, class composition, coordinated K-12 curriculum, facilities and building programs and any other matters to improve the quality of education. Therefore, the necessary committee structure shall be instituted.
1. Committee membership will be mutually agreed upon between the Board and the Association.
 2. Release time as needed and agreed upon will be provided for bargaining unit members to carry out the functions of said committees.

I. School Improvement

It is the intent of the parties to this agreement not to abrogate the Collective Bargaining Agreement by the process of school improvement.

Recommendations from School Improvement Committees that change or alter the existing collective bargaining agreement shall be approved by both the Superintendent and the Association President through the regular contract modification/ratification procedures of the parties.

- J. Non-teaching time is not to be used as recreational, social, or leisure time. Abuse of such time shall be considered a violation of the contract.
- K. All teachers shall attend one (1) monthly staff meeting unless prior arrangements have been made with the administration. These meetings will be held on the same day each month unless a change of the day is agreed to by mutual consent of the staff and the appropriate administrator.
- L. All teachers are encouraged to be on the school improvement committee on a rotating basis.

**ARTICLE IX
CLASS SIZE**

A. Pupil-teacher ratio is an important aspect of an effective educational program, hence, the parties agree that class size should be lowered whenever practical.

B. The following numbers shall be used for student placement:

Grade Level

Early Kindergarten 16 pupils per class

Kindergarten and First 23 pupils per class

Second and Third 25 pupils per class

Fourth and Fifth 27 pupils per class

Grades 6 through 12 29 pupils per class

Efforts shall be made to balance special education students within a grade level or course subject to the extent possible at the beginning of the school year, or as special education students enroll or leave the district during the school year. However, a teacher may agree to take additional special education students.

C. Exceptions to the guidelines in B above:

1. Classroom areas are designed to accommodate a specific number of students because of limited facilities or a limited number of students for safety reasons should not exceed that number. (These numbers shall be determined by equal representation of the Board and the Association.)

2. "Grace" Period:

A period of ten (10) instructional days shall be allowed to correct any condition that exceeds these numbers. The ten (10)-day period begins upon the actual appearance of the student. A student shall not be placed or retained into a grade/class after the tenth instructional day, if such additional student creates an excess of greater than the class size number. The Association President will be notified each time the class size number is exceeded and the situation will be reviewed to decide whether overload will begin or whether a new class/section needs to be created. Overload compensation will be retroactive to the first day of the overload if not resolved within the 10-day period for resolution.

3. Split Classes

The Board and the Association agree that elementary split classes are not to the academic benefit of students and therefore shall not be scheduled except as a last resort.

4. Inclusive Education Guidelines:

- a. An Elementary inclusive classroom (K-5) shall be defined as a classroom in which both a regular education teacher and a special education teacher are assigned to that classroom. The special education teacher shall be assigned in that classroom for a minimum of four hours/ten minutes a day with at least 3 hours in core subject areas per the IEP of students and have at least 120 minutes of the 240 minutes of elementary planning time with the regular education inclusion teacher. The remaining two hours could be in a resource push in or pull out program.
 - b. A secondary (6-12) inclusive class period shall be defined as a single class period to which both a regular education teacher and a special education teacher are assigned for the full period.
 - c. Participation in inclusive classrooms shall be strictly optional, and any teacher employed in this capacity during a school year may opt-out for the following year by informing the Board in writing by May 1 of each school year. If the conditions of inclusive classrooms change in any way this deadline is waived and the teacher will be given the opportunity to opt-out with twenty (20) days notice (except that if the teacher's "opting-out" is sufficient to preclude the assignment of a particular student or students, inclusive classroom assignment shall be made in reverse seniority order).
 - d. Changes to the guidelines for class size in inclusive classrooms may only occur with the consent of the affected teachers, the Association and the Administration.
5. The guideline for Reading/Writing Lab classes shall be set at a maximum of twenty (20) students per class.
 6. Receiving teachers of mainstreamed students shall be invited to participate in I.E.P.C. meetings.
 7. Special Education and Vocational Education classes shall not exceed the rules and regulations established by the Special Education Code and the State Department of Education.
 8. Large sized classes (physical education, band and vocal music) are exceptions to the guidelines set in Section B.

9. Nothing in Article IX shall restrict the association, administration and affected teachers from reaching a mutually agreed upon alternative solution to a specific class size "problem" and such agreement shall not set any precedence.
10. The District shall compensate teachers for any unresolved overages of student class size limits according to the formula below: Overage compensation will be paid in accordance with the compensation formula below and retroactive to the first day of overload per Article IX(C)(2) for all overloads that remain unresolved within the ten (10) day period. Overage compensation will be paid at the end of each semester for the elementary and middle school levels, and at the end of each trimester at the high school level. In subsequent years, class size requirements in the master agreement shall be strictly adhered to.

Compensation formula

- a. Early Kindergarten

$$[(\text{Teacher salary} / 32) \times (\# \text{ of student overload})] / \# \text{ of student days} = \text{Amount per day in dollars}$$
- Kindergarten

$$[(\text{Teacher salary} / 46) \times (\# \text{ of student overload})] / \# \text{ of student days} = \text{Amount per day in dollars}$$
- Full Day Kindergarten/First grade

$$[(\text{Teacher salary} / 23) \times (\# \text{ of student overload})] / \# \text{ of student days} = \text{Amount per day in dollars}$$
- Second and Third

$$[(\text{Teacher salary} / 25) \times (\# \text{ of student overload})] / \# \text{ of student days} = \text{Amount per day in dollars}$$
- Fourth and Fifth

$$[(\text{Teacher salary} / 27) \times (\# \text{ of student overload})] / \# \text{ of student days} = \text{Amount per day in dollars}$$
- b. Class size overages shall not be paid to elementary specials teachers, such as music and physical education.
- c. Sixth – Twelfth grades (with a 5-period day – semesters)

$$[(\text{Teacher salary} / 145) \times (\# \text{ of student overload})] / \# \text{ of student days} = \text{Amount per day in dollars}$$
- d. Ninth – Twelfth grades (with a 4-period day – trimesters)

$$[(\text{Teacher salary} / 116) \times (\# \text{ of student overload})] / \# \text{ of student days} = \text{Amount per day in dollars}$$

ARTICLE X
QUALIFICATIONS, ASSIGNMENTS, VACANCIES AND TRANSFERS

- A. No new teacher shall be employed by the Board for a teaching assignment who does not possess a valid Michigan teaching certificate and/or endorsement.
- B. The employment of teachers holding special certificates is to be permitted only in cases of absolute necessity. Such positions shall be filled on a temporary basis until the end of the current school year at which time the positions would be posted.
- C. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates and highly qualified status.
- D. Whenever any vacancy in any bargaining unit position or Schedule B position in the district shall occur, written notice of such vacancy shall be provided to the president of the association including during the summer. No vacancy shall be filled except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least ten (10) work days. Postings shall be placed in every school building and numbered sequentially.

During the summer months, each teacher requesting a transfer shall be notified in writing of each vacancy pertinent to his or her transfer request. The Association President shall contact the Superintendent to establish a list of those persons who will receive notifications of vacancies.

During the school year and the summer months, each teacher on leave of absence or layoff shall be notified in writing of each vacancy for which he/she holds a valid teaching certificate.

- E. Any teacher may apply in writing for such a vacancy during the posting period. Minimum qualifications for the position shall be proper certification and a major or minor in the subject area meeting North Central accreditation standards where applicable. All qualified applicants for the position from within the bargaining unit shall be interviewed first.
- F. The administration shall give consideration to the teacher's certification and highly qualified status, and interest in making assignments, transfers and filling vacancies. The position shall be awarded to the most senior highly qualified applicant, provided the position requires that the teacher be highly qualified, from within the bargaining unit provided he/she has not been evaluated unsatisfactorily in the past five (5) years. If a position does not require highly qualified status, the position shall be awarded to the most senior applicant with the appropriate teacher certification. Non-bargaining unit applicants may be considered when no internal candidate is highly qualified, provided said position requires that the teacher be highly qualified.
- G. Teachers with split classes will be assigned to one of the grade levels that involved the split in the previous year which is subsequently eliminated the following year.

- H. A temporary vacancy shall mean a position held by a teacher on a leave of absence covered in Article XIX, B and C. The Board shall not be required to post temporary vacancies. Temporary vacancies shall be filled by recall of teachers on layoff from this school district. If there is no teacher on layoff from this school district certified and qualified for recall to the vacancy, the Board may fill the vacancy from any source.
- I. Vacancies that occur during the school year may be filled with outside substitute personnel until the end of the school year. These placements shall be considered tentative and the position will be open for application at the end of the school year at which time the provisions for filling vacancies shall be followed.
- J. An involuntary transfer to a different building, department or grade level will be made only in case of emergency or to prevent undue disruption of the instructional program or to prevent the layoff of a teacher or to accommodate the recall of a teacher. Before effecting an involuntary transfer, voluntary transfers will be sought which could accomplish the same result. The principal shall notify in writing the affected teacher of the reasons for such transfer. If the teacher objects to such transfer for the reasons given, the final decision will be based on seniority among the teachers in the affected areas. A transfer will not be granted where such transfer will prevent the recall of a laid off teacher. Requests by a teacher for transfer shall only be considered when such request is rendered in writing to the Superintendent. The written request shall include the reasons for the transfer, the school grade or position sought and the teacher's academic qualifications.

Teachers who will be affected by a change in grade assignments in the elementary (EK-5) grades and by changes in subject assignments in the secondary (6-12) school grades other than within the department(s) will be notified and consulted by their principals at the earliest possible date before school begins.

- K. A teacher who voluntarily transfers to a new position to prevent the involuntary transfer of another teacher or a teacher who has been involuntarily transferred shall be automatically given right of first refusal to his/her former position, department, or grade level.
- L. Transfer of teaching assignment to persons not covered by this Agreement will be made only when insufficient numbers of students enrolling in a subject made necessary the removal of a particular subject from the curriculum.
- M. EXTRA DUTY ASSIGNMENTS:
 - 1. Any assignments in addition to the normal teaching schedule, including but not limited to adult education courses, driver education, district-administered summer school programs and summer recreation, shall not be obligatory but shall be with the consent of the teacher. All vacant extra assignments, including coaching assignments, will be made by the board on the basis of preference to teachers employed in the district during the normal school year. These assignments shall be posted and all certified/qualified applicants for the positions, from within the bargaining unit, shall be interviewed. After all interviews have been completed, for each assignment, the assignment shall be

awarded to the best qualified applicant. If two or more applicants are equally qualified, the most senior applicant shall be selected. Minimum qualifications and relative qualifications, as found in this article of this contract, shall apply when assessing each of the applicants qualifications (coaching language shall apply for posted coaching positions). If there is no teacher applicant, the assignment shall be awarded to the best qualified bargaining unit member in the OV-MESPA bargaining unit. Applicants from outside the bargaining unit may be considered when no applicant from either bargaining unit is qualified for the position.

2. Any extra duty assignments that begin or end within a building's normal "teacher" day (arrival-departure times included), shall be exempt from being posted for the district. All certified/qualified teachers from within that building, who do not have a previous assignment during the time slot of the offering, will be interviewed and the most qualified shall be selected. If applicants are equally qualified, the most senior applicant shall be selected.
3. All coaches shall be notified within 45 calendar days after the end of their respective season as to their reappointment of the ensuing season. All open coaching positions shall be block posted according to the following:
 1. Fall sports coaching positions shall be posted commencing May 1 and ending May 14 of the preceding Spring.
 2. Winter and Spring sports coaching assignments shall be posted during the first two weeks of school beginning with the first student day.

Bargaining unit members, shall be given first preference for coaching vacancies provided they are qualified for the job and, if currently a coach, have received a satisfactory evaluation. Any bargaining unit member not applying for a coaching vacancy within the posting period shall have forfeited his/her right to the position for that season. Assignments to coaching positions shall be made by the appropriate building principals after consulting with both the athletic director and respective head coach at a joint meeting.

4. Bargaining Unit members will receive salary based on Schedule B and no other benefits. Non bargaining unit members shall receive no more than Schedule B amount. No tenure shall be deemed appropriate in any Schedule B position.

It is agreed between the parties, that for the purposes of placement on the Schedule B, the following shall apply:

1. Positioning of Assistant Coaches
 - a. Assigned assistant coaches with experience as an assistant coach.
 1. Experience within a particular sport will be full credited.
 2. Experience within a particular sport other than the assigned sport will be credited as follows:

Years of Experience	Step Placement
2-3	Step 1
4-5	Step 2
6-7	Step 3
8-9	Step 4
10 +	Step 5

Assigned assistant coaches with head coaching experience in any sport will be given full credit for that experience.

2. Positioning of newly appointed head coaches.

- a. Coaches with no experience as a head coach but experience as an assistant coach at Orchard View will be credited as follows:

Years of Experience	Step Placement
4-5-6	Step 1
7-8-9	Step 2
10+	Step 3

- b. Coaches with no previous experience as a head coach other than the newly assigned sport will be credited as follows:

Years of Experience	Step Placement
2-3	Step 1
4-5	Step 2
6-7	Step 3
8-9	Step 4
10+	Step 5

The above apply only to athletic positions. For all non-athletic positions in Schedule B:

Experience credit may be granted by the appropriate building administrator according to the extent by which the experience is similar in nature to the position being applied for. Up to five years experience may be granted. Documentation may be required.

ARTICLE XI TEACHING CONDITIONS

- A. The parties recognize the optimum school facilities for both student and teacher are desirable to ensure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward ensuring that the energy of the teacher is primarily utilized to this end.
- B. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, technology resources, current periodicals, standard test and questionnaires, and similar materials are the tools of the teaching profession. Representatives of the Board and the Association will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board will undertake to implement all joint decisions thereon made by the Board and the Association.
- C. Telephones shall be made available to all teachers in the lounge, offices, or classroom. For all long distance telephone calls, teachers shall fill out a telephone form and shall reimburse the school for all personal long distance calls.
- D. All teachers shall have lesson plans available in their rooms for use and reference by any substitute teacher and for review by the building administrator.
- E. The Association agrees to encourage all teachers to perform fully, faithfully and properly their duties as teachers and responsibilities assigned in the contract and this agreement.
- F. Bargaining unit members shall not be required to administer medication to pupils. Pupils shall be referred to proper designated personnel for this function.
- G. The Association shall be consulted regarding the planning of in-service sessions throughout the school year. Following the in-service, an evaluation form will be made available to participants in the session, with the results being compiled and forwarded to the Association.
- H. During teacher orientation week the building principal will select teachers to fill extra duty positions. If the teacher selected does not wish to perform the duty, he/she has the right to decline.
- I. A teacher and/or coach shall not be required to drive a school bus, van, or pupil transportation vehicle as part of his/her duties.
- J. Team teaching in an Inclusive Education classroom (Special Education/Regular Education combination) shall be voluntary. Teachers opting into this program may upon sixty (60) calendar days' notice prior to the end of the school year request and be granted a return to a non inclusive classroom teaching assignment which is the same as the one held prior or as near to the same as practical to do so.

**ARTICLE XII
CHAIRPERSONS**

High School and Middle School Department chairpersons are to be appointed in these departments:

A. HIGH SCHOOL	B. MIDDLE SCHOOL
Math	NCA
Language Arts (English & Foreign Languages)	Math
Vocational/Business/Technology	Social Science
PE/Health	Science
Science	Language Arts (English & Foreign Languages)
Special Education	Encore and Noncore Electives
Fine Arts (Music, Drama, Choir, Art, Band)	Special Education
Social Science	
NCA	
FOR A TOTAL OF 9	FOR A TOTAL OF 7

C. For each elementary building there shall be department chair:

1. One per grade level 6 individuals total
2. For each building content chair
 - a. One (1) science
 - b. One (1) social studies
 - c. One (1) math
 - d. One (1) writing
 - e. One (1) reading
3. One (1) School Improvement per building.
4. District-wide elementary (a) Special Education department chair (b) Special Areas department chair (Art, Music, PE, Library).

For a total of 20.

D. Interested teachers shall forward to the building principal his/her name indicating he/she is willing to serve as grade level and/or subject chairperson. From the names submitted the building principal shall select the person to serve in that capacity. The grade level and/or subject chairperson shall exercise coordinating functions, including serving as liaison between the teachers of the department and the school administration. Such chairperson shall not be considered a supervisory employee.

- E. Department and district curriculum chairpersons shall be compensated 2.0% of the BA Base.
- F. Minutes of committee meetings shall be forwarded to the building administrator.
- G. Department chairs shall attend district and building school improvement team meetings as determined by the curriculum director or his/her designee.
- H. Chairperson positions may be left vacant at the discretion of the superintendent.

ARTICLE XIII TEACHER EVALUATION

- A. Teacher evaluation is a professional yet highly personal undertaking for both teachers and administrators. Evaluation should nurture and assist professional growth and development. This is an ongoing process intended to involve the supervisor and teacher in a positive exchange of ideas for teacher growth. The teacher, administrator, and Board alike recognize that the striving for continued growth on the part of all staff is an essential element in the development of positive role models for the benefit of all students. With this in mind, both teachers and administration must be open to improvement, change and growth on a continued basis for the betterment of our educational programs.
- B. All evaluations shall be reduced to writing and a copy given to the teacher. All monitoring or observation of the work performance of a teacher shall be conducted in person and with the full knowledge of the teacher.
- C. The evaluation form as outlined in Schedules E through J of this Agreement shall be the instrument utilized by the Board for evaluation of all members of the bargaining unit. Any change to the evaluation form shall be by a recommendation to the Board of Education from a committee which shall include bargaining unit members.
- D. Each new teacher, upon his/her employment shall be apprised of the specific criteria on which he/she will be evaluated as identified in the evaluation.
- E. The Board and the Association recognize that the ability of pupils to progress and mature academically is a combined result of school, home, economic and social environment and that teachers alone cannot be held accountable for all aspects of the academic achievement of the pupil in the classroom. MEAP scores and /or standardized test results of academic progress of students shall not be used in any way as valutive of the quality of a teacher's service for retention.
- F. Teacher evaluation shall be by formal observation. Each observation shall be for not less than one period or thirty (30) minutes of a class period. Evaluations shall be by personal observation in the classroom, conducted by the teacher's supervisor(s).
- F. If an administrator believes a teacher is doing unacceptable work, then within ten (10) days the reasons therefore shall be set forth in specific terms as shall an identification of these specific ways in which the teacher is to improve and of the assistance to be given by the administration, which will include referral to the intensive assistance process (IAP) as defined in Article XIV below. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place. The IAP shall satisfy the requirements of an IDP under the Teacher Tenure Act.
- H. Following each formal evaluation, which shall within five (5) days include a conference with the evaluator, the teacher shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the teacher's

signature be construed to mean that he/she necessarily agrees with the content of the evaluation. If he/she desires, a teacher may submit a self-evaluation and/or submit additional comments to the written evaluation which shall be attached to the file copy of the evaluation report. If the teacher disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation in question. All written evaluations are to be placed in the teacher's personnel file.

- I. Tenure teachers shall be evaluated a minimum of once every three (3) years or more often if deemed necessary by the administration or the teacher. Each evaluation will consist of at least two thirty minute observations for probationary teachers. A tenured teacher's evaluation can consist of one (1) observation up to one (1) hour in length. Following each observation, a post observation conference will be held within 24 hours. No observations will take place during the first and last months of the school year, Fridays, holidays, or the day preceding or following a holiday or scheduled break or the day following an unscheduled break i.e. snow day unless mutually agreed upon by the teacher and the evaluator. A tentative list of those to be evaluated will be given in the fall. Teachers will indicate the date and time their observations will take place. Prior to the end of the school year, tenured teachers being evaluated shall receive a written copy of their evaluation.
- J. Probationary teachers shall be observed for the purpose of evaluation at least twice during the school year as provided under the relevant provisions of the Teachers' Tenure Act. No later than April 15 of each probationary year, the final written evaluation report, provided to the teacher and the superintendent, will state whether the probationary teacher's performance was unsatisfactory and whether the teacher will be continued or non-renewed. In the event a probationary teacher is not continued in employment, the Board will advise the teacher of the specific reasons therefore in writing with a copy to the Association.
- K. Teachers should assume responsibility for professional growth by utilizing some or all of the following resources: Professional journals, consultation with and observation of other district professional staff, visitation of and consultation with out-of-district professional staff, attendance at appropriate workshops, conferences and inservices and continued education course work.

ARTICLE XIV INTENSIVE ASSISTANCE PROCESS (IAP)

The purpose of this process is to provide a team for assistance and support for any teacher who achieved tenure and who does not meet district standards as defined by the evaluation form (Schedules E through H) and who is referred to the IAP by his/her administrator and/or elects to enter the IAP voluntarily.

- A. In the event such a teacher receives an unsatisfactory evaluation or is found to be unsatisfactory only in certain areas, he/she may exercise the following options:
 - 1. May request a second evaluation done by a mutually agreed upon Orchard View administrator. If no agreement is reached, the superintendent shall assign the administrator. The teacher may at any time waive his/her right to a second evaluation and may move immediately into the IAP.
 - 2. Elect to enter the IAP. The IAP is also available to the teacher following the second evaluation noted above.
- B. The teacher in need will be notified of the unsatisfactory rating and offered intensive assistance. The teacher has ten (10) school days to accept or reject, in writing to the evaluator, the support of an IAP team. If accepted, there will be an initial meeting with the IAP team within twenty (20) days of acceptance by the teacher to be arranged by the superintendent or designee. The teacher and the building principal shall participate in the initial meeting.
- C. The IAP team will be made up of three individuals including a designee of the superintendent and two members selected by the teacher from a list of trained educators inside or outside Orchard View selected by the superintendent/designee, and the president of the OVEA/designee. The team will have access to the teacher's evaluation and other relevant documents.
- D. Responsibilities of the team consist of assisting the teacher in meeting the standards in the area targeted in the evaluation(s) by making suggestions to remediate the problem, being a resource for the teacher, offering support and reporting back to the teacher. Written updates of team activities will be given to the evaluator.

The team meets with the teacher to:

- a. Review the team's purpose
- b. Examine the evaluation(s), set up goals and objectives
- c. Discuss options
- d. Assign team responsibilities
- e. Establish a schedule of assistance activities, and

f. Monitor progress and provide feedback monthly.

Implementation shall be mutually agreed upon by the principal and the teacher.

E. The team will work with the teacher the length of time as determined by the team.

F. The IAP team working with the teacher in the IAP may recommend a voluntary transfer to another position in accordance with the prescribed procedures.

(See Schedule K Forms 1, 2, 3)

**ARTICLE XV
ACADEMIC FREEDOM**

The academic freedom of teachers to facilitate student inquiry into controversial issues and conduct discussions among students regarding controversial issues within the teacher's area of expertise for educational purposes is encouraged and recognized as an acceptable endeavor, provided all sides of the issue are presented fairly and the discussion is not used to proselytize students. In conducting such discussions the teachers must give deference to the maturity of the students involved and the nature of the controversial issue. The teacher must comply with any regulations of the State Department of Education or laws of the State limiting instruction in a particular area to teachers or specific qualifications. The teacher must also be cognizant of the curriculum requirements adopted by the Board and following appropriate educational pedagogy at all times.

ARTICLE XVI
STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. The Board and the Association agree that the maintenance of control and discipline in the classroom is a joint responsibility.
- B. A teacher may remove a pupil from class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable until the principal and the teacher discuss the problem. In such cases, the teacher will furnish the principal, as promptly as his/her teaching obligations will allow, full particulars of the incident.
- C. If any teacher is sued by reason of physical force taken against a pupil within his/her authorized bounds, the Board will offer to supply legal counsel of its selection and render all reasonable assistance in the defense of the suit against the teacher. The Board reserves all rights to establish and delineate by Board policy or through directives of its administration, the scope and extent of disciplinary authority of any position.
- D. Any case of assault upon a teacher shall be promptly reported to the superintendent. Upon request of the teacher assaulted, the Board will provide legal counsel to advise the teacher of his/her legal rights and alternatives with respect to handling the incident by law enforcement authorities. Any work time lost because of the investigation or prosecution of the incident by law enforcement authorities will not be deducted from the teacher's pay nor deducted from any paid leave benefit. The responsibility of the Board for legal counsel and fees shall terminate in such cases when and if the teacher elects to provide his/her own counsel.
- E. In the event a teacher is assaulted by a student or parent while in the performance of his/her duties for the school district, the Board shall reimburse the teacher for loss due to damage and/or destruction of the teacher's personal apparel and/or items of personal property on his/her person not to exceed \$1000.00 per incident. Reimbursement will be made upon itemization of items damaged or destroyed and confirmation of their replacement value. The teacher shall cooperate in seeking recovery from the individual committing the assaults for the amount of the loss.
- F. Teachers shall exercise reasonable care with respect to the safety and supervision of pupils and property, but, in accordance with governmental immunity, teachers shall not be individually liable, except in the case of gross negligence.
- G. The Board shall, at the beginning of each school year, distribute to all teachers, rules and regulations setting forth the procedures to be utilized in administering all Board policies regarding student conduct and discipline. Teachers shall sign acknowledgement of these documents.

**ARTICLE XVII
PROFESSIONAL COMPENSATION**

- A. The salaries of teachers covered by this Agreement are set forth in Schedules A, which are attached to and incorporated into this Agreement. Such salary schedules shall remain in effect during the term of this Agreement.
- B. Teachers may elect to receive their pay as follows:
- Option 1: Twenty-six (26) equal installments with the option to receive remaining salary at the end of the school year upon written notice between March 1 and March 15 of the given year. A teacher electing this pay option must execute a signed authorization for adjustment of his/her salary payment schedule
- Option 2: Twenty-one (21) equal installments.
- Option 3: A teacher selecting either Option 1 or 2 may elect direct deposit of his/her pay or portion thereof to his/her financial institution, by submitting his/her written authorization.
- C. 1. Substitutes (grades K-12 on a voluntary basis)
2010-2012 \$30.00
2. In lieu of compensation, the teacher may choose to accrue sub-time to be used at his/her discretion. Five sub hours will equal one (1) day of comp time. Comp time earned must be used within the same school calendar year. Any time remaining at the end of the school year will be compensated under C.1. above.
- D. Teachers who accept an additional classroom teaching assignment (6th hour) will be paid an additional one-sixth (1/6th) of their salary specified on their step of the salary schedule (Schedule A) as compensation for the additional sixth hour classroom teaching assignment.
- E. If the work year of a bargaining unit member for his or her regular assignment is extended beyond the normal work year set forth in Schedule C, School Calendar, then any additional day(s) shall be compensated at the teacher's per diem rate.
- F. For placement on the steps of a salary schedule column beyond the B.A. Degree column, the degree and/or the hours beyond the B.A. Degree must be graduate credit hours earned from an accredited college or university and earned in the disciplines for which the teacher is certified to teach or endorsements or administrative coursework and in which instruction is provided in the curriculum of the school district and graduate hours must be earned after the designated degree for credit toward placement on a degree plus hours column. Other hours or degrees including non accredited courses, coursework outside the teacher certification, or to obtain certifications in other areas, may be credited only with prior approval of the superintendent.

- G. When a bargaining unit member uses his/her personal vehicle for school purposes, he/she shall receive business mileage reimbursement at the allowable rate of the Internal Revenue Service. This shall include any travel between buildings.

**ARTICLE XVIII
FRINGE BENEFITS**

- A. The Employer shall contribute 90% toward premiums to provide for a full twelve (12) month period (September 1 – August 31) for the bargaining unit member and his/her entire family and any other eligible dependents as defined by MESSA, for MESSA-PAK Plan. The employer shall sign an Employer Participation Agreement. Bargaining unit members not electing MESSA-PAK health insurance will select MESSA-PAK Plan B. Any contribution amounts exceeding the Employer's subsidy shall be payroll deducted, subject to a Section 125 pretax plan. An open enrollment period shall be provided whenever contribution subsidy amounts change for the groups.

Employees who work at least three (3) hours shall be eligible for prorated benefits based on actual hours worked.

PLAN A

For employees needing health insurance:

CHOICES II w/XVA2 Rider	\$10/\$20 Rx OV/UC/ER Co-Pay \$5/\$10/\$25 In \$0 Out \$250/\$500 Deductible
Long Term Disability	66 2/3% Plan II 90 calendar day modified fill \$5,000 maximum Social Security Freeze Act/drug and men/nerv same as any other illness COLA
Delta Dental Plan Negotiated Life Vision	E/007 (80/80/80/;\$5,000); COB, Adult Ortho Rider \$45,000 AD&D and WOP VSP – 3; COB

PLAN B

For employees not needing health insurance

Long Term Disability	66 2/3% same as Plan A
Delta Dental Plan w/Adult Ortho	E/007 (80/80/80/; \$5,000); COB
Negotiated Life	\$50,000 AD&D and WOP
Vision	VSP-3; COB
Rx	\$0.50 co-payment prescription card

Additional, those selecting Plan B will be paid \$500.00 per month toward MESSA/MEAFS options through the district's Section 125 Plan.

- B. The employee shall be responsible for any and all deductible and copays of insurance coverages.
- C. In the event the employee voluntarily resigns during the school year or dies, the insurance shall be continued until the employee has received the pro-rata portion of the twelve (12) month insurance year earned at the time of the resignation.

**ARTICLE XIX
LEAVE PAY**

- A. A teacher employed under full-time contract for the entire school year shall be granted full salary to the extent of ten days each school year for absence due as detailed below. Proportionate allowance shall be made for teachers under contract part-time or for a portion of the year.
- B. Sick leave shall become operative within the first day of the school year, except for all teachers who are new to the system. New teachers must start work under their contracts before sick leaves become operative.
- C. The unused portion of the sick leave at the end of any year shall be credited to the following year without limit. The school district shall inform each teacher in writing at the end of the school year of his/her accumulated sick leave as of the end of that school year.
- D. Each teacher upon commencement of employment with the district shall be eligible for supplemental sick leave not to exceed a total of sixty (60) days during that teacher's employment with the district. The sixty (60) day supplemental sick leave account shall be in addition to the leave provided in Section A of this Article. The teacher may draw on this account when he/she has exhausted his/her accumulated sick leave. Any days drawn from the teacher's account shall be paid at the teacher's regular rate of pay less the cost of the per diem casual substitute rate in effect at that time. In such cases where a teacher may use all or a portion of the accumulated days, a medical certificate from a licensed physician at each payroll period shall be submitted. A teacher whose personal illness or disability extend beyond the period compensated above is still considered an employee without pay for such time as is necessary for complete recovery from such illness. The Board will continue payment of insurance subsidy beyond the used sick leave days (not the 60 days) through August 31. It is understood that the account is limited to a total of not more than sixty (60) days throughout the teacher's employment with the district.
- E. The purposes for which such sick leave may be used are as follows:
 - 1. Illness or disability of the individual.
 - 2. Death of a relative or death where obligations warrant.
 - 3. Illness in the home.
 - 4. Absence by exposure to contagious diseases.
 - 5. Sick leave may also be used for illness outside of the home where obligations warrant. Verification of obligations may be required.
- F. Up to five days off with pay for death in the family not deducted from sick leave for the following members of the teacher's family in or out of his/her home: Husband, Wife, son, daughter, step-children, mother, father, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandparents-in-law, grandchildren, step-mother, step-father, step-siblings, aunt and uncle (including in-laws).

- G. The Superintendent shall certify to the legitimacy of a claim for absence without loss of salary. In cases where the claim for absence allowance is based on illness of the teachers, the superintendent reserves the right to demand a doctor's statement of verification.
- H. At the beginning of every school year, each teacher shall be credited with two (2) personal leave days. A teacher planning to use a personal leave day(s) shall notify his/her principal at least one day in advance, except in cases of emergency. Such time, if not used, will accumulate as sick leave or as a maximum of five (5) personal days at the teacher's discretion.
- I. Teachers who are absent due to an injury which is compensable under the Michigan Worker's Compensation Act shall be permitted to use their accumulated sick leave days on a prorated basis to supplement worker's compensation benefits paid to receive not more than their regular net teacher's salary from all employer and/or statutory benefit sources, provided such use does not cause a reduction in the amount of worker's compensation benefit paid.
- J. Leave days for association business will be available upon request of the Association President and with the approval of the Superintendent. The Association agrees to accept the responsibility for the substitute(s) pay. It is the intent of both parties that such leave days will be processed and reviewed as in the past.
- K. Per FMLA, accumulated sick leave must be used by a bargaining unit member for the purpose of paternity leave.

**ARTICLE XX
LEAVES OF ABSENCE**

- A. Leaves of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons:
1. Absence when a teacher is called for jury service. Compensation for a teacher called for jury duty will be deducted from the teacher's daily rate of pay.
 2. Appearance as a witness in any case connected with the teacher's employment of the school or whenever the teacher is subpoenaed to attend any proceeding.
 3. Approved visitation at other schools or for attending educational conferences or conventions.
 4. Time necessary to take the selective service physical examination.
- B. Leaves of absence for one year without pay or insurance benefits shall be granted upon application.
1. Health considerations
 2. Study related to teachers certification/endorsement.
 3. Study to meet eligibility requirements for certification/endorsement other than that held by the teacher.
 4. Study, research, or special teaching assignment involving probable advantage to the school system

The regular salary increment occurring during such period shall be allowed.

- C. The Board shall grant one year leave of absence, which can be renewed for an additional year for the following reasons to:
1. Any teacher who joins the Peace Corps as a full-time participant in such program. Any period so served shall be treated as time taught for purposes of the salary schedule set forth in Schedule A of this Agreement.
 2. Teachers who are officers of the Association or are appointed to its staff for the purpose of performing duties of the Association.
 3. Any teacher who enters military duty in any branch of the armed forces of the United States shall be entitled to all rights and privileges as prescribed by applicable state and/or federal statutes. Teachers on military leave shall be given the benefit of any increments, seniority, and sick leave allowances which would have been credited to them had they remained in active service to the school.

4. Any teacher to campaign for, or serve in a public office.
 5. Child rearing or adoption leave.
- D. Upon return from a leave of absence covered by Article XX a teacher shall be assigned to the same position or a position for which he/she is certified.
- E. Teachers shall be eligible for Family and Medical Leave Act consistent with the Act, Regulations, and Board policy. Paid leave considered toward FMLA provisions.

**ARTICLE XXI
NEGOTIATION PROCEDURES**

- A. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this Agreement upon request by either party to the other with the consent of the second part. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- B. At least ninety (90) days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new agreement.
- C. In any negotiations described in this Article, neither party shall have any control over the selection of the bargaining representatives of the other party, and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of those voting in the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, and make concessions in the course of negotiations or bargaining subject to such ultimate ratification.
- D. If the parties fail to reach an agreement in any such negotiation, either party may invoke the mediation service of the Michigan Employment Relations Commission.

ARTICLE XXII GRIEVANCE PROCEDURE

- A. 1. A "grievance" is a claim based upon an event or condition which affects the hours, wages, terms or conditions of employment of a teacher or group of teachers and/or which draws into question the interpretation, application or meaning of the provisions of this Agreement.
2. "Days" shall be defined to mean teaching days or business days during the summer recess.
- B. The Board hereby designates as its representative for such purpose the principal in each school building and the Superintendent of Schools when the particular grievance arises in more than one school building. The Board may change the designated representative by giving ten (10) days prior written notice to the President and designated representative of the Association. Such change shall not affect any grievance in process.
- C. The designated representative of the Association shall be the grievance chairperson of the Association. The president of the association must, in writing, supply the name of this party to the Board before the Board has a duty to deal with him/her. The Association may change or add a designated representative by giving ten (10) days prior written notice to the Board.
- D. Designated Alternate. Either party may designate an alternate representative to act in the temporary absence of the regular representative. Such designation shall not affect any grievance in process.
- E. The purpose of this procedure is to secure, as soon as possible, resolution of disputes regarding the hours, wages and/or working conditions of a teacher or teachers or problems which draw into question the interpretation or meaning of the provision of this Agreement. To better effectuate these policies, both parties agree that all proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
- F. It is important that grievances be processed through the steps as rapidly as possible. The number of days indicated at each step should be considered as maximum and every effort should be made to expedite the process. If the Association as the moving party fails to comply with the time limit, the grievance shall be considered settled on the basis of the Board's last written answer to the grievance. If the Board as the responding party fails to comply with any time limit at any step, the grievance shall automatically pass to the next step in the grievance procedure. The parties may, however, agree in writing to extend the time limits at any step.
- G. Nothing herein contained shall be construed as limiting the right of any individual teacher to present grievance to school officials and/or the Board and to have those grievances adjusted without the intervention of the Association, except that the adjustment shall not be inconsistent with this Agreement and the Association shall be given the opportunity to be represented at such adjustment.

- H. A grievance must be filed with the building principal within fifteen (15) days of the event forming the basis of the grievance or discover of the facts forming the basis of the grievance if unknown by the grievant and/or Association at the time of the event.

Within five (5) days of receipt of the grievance by the designated representative of the Board, he/she shall meet with the Association representative(s) in an effort to resolve the grievance. Affected teachers may or may not be present at such meetings. If the meeting is with the school principal and the parties cannot agree, the grievance shall within five (5) days of the conclusion of the meeting be transmitted to the Superintendent.

The Superintendent shall meet with the Association representative(s) within fifteen (15) days of the receipt of the grievance or the Superintendent with the Board may hold a hearing. The Board may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance, provided however, that in no event, except with the express written consent of the Association, shall final determination of the grievance be made by the Superintendent. Notification and scheduling of such meeting shall be made with the Association's choice of representative. Affected teachers may or may not be present at such meetings. Upon conclusion of the final meeting/hearing regarding the grievance, the Superintendent shall have five (5) days to respond in writing. If the grievance is denied the written response shall state the reasons.

- I. In the event the answer by the Superintendent is not satisfactory to the Association or if no answer is forthcoming from the Board within the time period, then within fifteen (15) days following the date of receipt of the Board's answer or following the deadline for receipt of the Board's answer, the Association only, and not an individual teacher, may submit the grievance to binding arbitration by filing a demand for arbitration with the American Arbitration Association. The rules of the American Arbitration Association shall apply to the selection of the arbitrator and the arbitration proceedings.

- K. The following rules and conditions shall apply:

1. The grievance shall relate solely to the application and interpretation of the terms and conditions of this Agreement.
2. The arbitrator shall have no authority to add to, subtract from, modify, change, alter or amend the terms and conditions of the Agreement.
3. The arbitrator shall have no authority to hear or rule upon any of the following:
 - a. The termination of or the decision not to renew the employment of any probationary teacher and/or the decision to continue any probationary teacher on probation as defined by the Teacher Tenure Act, MCL 38.71 et seq.;

- b. The termination of or the decision not to renew the employment of a tenured teacher and any other matter which could be brought within the jurisdiction of the Teacher Tenure Act, MCL 38.71 et seq.;
 - c. Any matter involving the Board's discretion in the expenditure of sums for capital outlay;
 - d. The fixing or establishment of any salary schedule;
 - e. Evaluation of teachers, unless it is a claim of failure to follow established procedures;
 - f. In the event the Teacher Tenure Act, MCL 38.71 et seq., is repealed, the above paragraphs (a) and (b) shall be deleted immediately from the Master Agreement.
4. The decision of the arbitrator shall be final and binding.
 5. Only one grievance shall be heard by an arbitrator at any one appointment, unless otherwise agreed between the parties.
 6. The costs and expenses of the arbitrator shall be borne by the party against whom the decision is rendered or as assigned by the arbitrator. The expenses of the witnesses and representatives of the parties shall be borne by the party for whom they appear. Witnesses and representatives of the Association shall be released without loss of pay for hearings pursuant to Article XXI, Section K.
 7. Any grievance not taken to arbitration within the above stated time limits shall be deemed settled based upon the Board's last answer.
 8. The parties may by mutual agreement, in writing, submit the grievance to expedited arbitration according to the rules of the American Arbitration Association, or as otherwise mutually agreed upon.

**ARTICLE XXIII
REDUCTION IN PERSONNEL**

- A. Should substantial and unforeseen changes in student population or other conditions make necessary a reduction in the number of teachers employed, the Board will first seek input from the Association regarding reductions in programs and staff.

If a layoff is necessary, the Board will retain those teachers with valid teaching certificates having the longest service in the district who are certified and qualified for the available positions. In the event that two or more teachers have the same number of years of service in the district, and if not all of them are to be laid off, the Board shall retain that teacher or teachers on the basis of first, the teacher or teachers not assigned to the building(s) at which the position(s) are being reduced shall be retained, second, the teacher or teachers within the building(s) at which the position(s) are being reduced that are not assigned to the grade level or specialty are being reduced shall be retained and finally the Administration shall decide which teacher or teachers shall be retained.

- B. Exempt from layoff or being bumped shall be the chairpersons of the Association Grievance Committee and Negotiations Committee, and the President and President-Elect of the Association, provided they are qualified and certified for the remaining positions. This transfer will take place within two weeks of layoff notice.
- C. To effect the above order of layoff, teachers may transfer from a position in one building or department to a position in another building or department in which they are certified and qualified by replacing a teacher with the lowest seniority in that building or department.
- D. In the event of layoff, the Board shall institute a recall procedure which shall be in order of seniority. Any teacher on layoff shall be recalled in order of seniority provided he/she is certified and qualified for the vacancy.
- E. 1. For positions at the elementary grade level (EK-6) qualified shall be the possession of a valid elementary certificate.
2. For positions at the secondary grade levels (7-12) qualified shall be the possession of a valid certificate applicable to the grade level(s) to be assigned and for the subject area to be assigned in grade levels 9 through 12. For positions at the secondary grade levels (7-12) teachers must possess a major or minor or credit hours that meet the current North Central Association/State of Michigan accreditation requirement for the subject area(s) to be assigned, provided that if the teacher is appropriately certified, but does not possess a major or minor or credit hours that meets the North Central Association/State of Michigan accreditation requirements, the teacher must agree to obtain the requirements by acquiring at least six (6) semester credit hours towards the requirements each year while in the assignment.

3. At grades 7-8, teachers who are appropriately certified for the grade level and who were listed on the seniority list as of June 30, 1991, shall be exempt from the requirements of a major and minor or credit hours to comply with North Central Association/State of Michigan accreditation requirements unless and until the school district obtains North Central Association/State of Michigan accreditation for its middle school. Teachers assigned to positions at grades 7 or 8 pursuant to the exemption are encouraged to take additional course work in the subject area assigned to obtain at least a minor in the subject area assigned within a reasonable period of time.
 4. If the position to which the teacher is recalled in Music, Arts, Physical Education, Industrial Arts and/or Home Economics in the seventh or eighth grade, the teacher must have a major or minor certification or related work experience.
 5. These qualifications shall not necessarily apply in the assignment of teachers to alternative education programs.
 6. All teachers shall be highly qualified for the position assigned as provided by federal and state regulations.
- F. Any salary or benefits accrued by a teacher prior to layoff shall not be affected by the layoff.
- G. The Board shall give written notice of recall from layoff by sending a certified letter to the teacher, with a copy sent to the Association President. The teacher shall respond to the notice of recall within fifteen (15) calendar days of receipt or forfeit right to recall. Refusal of acceptance of a position that is less than full time shall not affect a teacher's rights to a full time position.
- H. In recalling teachers from layoff, no teacher will be terminated, lose recall rights, or seniority, if the teacher is, at the time of recall, under contract as a full time teacher with another Michigan public school district. Tenured teachers shall remain on the recall list for five years from layoff.
- I. In the event that all laid off teachers have been recalled, or a vacancy exists for which no laid off teacher is certified and qualified the district shall consider the employment of laid off teachers from other school districts.
- J. Intent to recertify or nullify an area of certification or endorsement shall be given to the Superintendent thirty (30) calendar days prior to the last required work day of the current school year. Changes in a teacher's certification after the required orientation day of the next school year following lay off shall not permit the teacher to be recalled by lay off of any other teacher.

**ARTICLE XXIV
MISCELLANEOUS PROVISIONS**

- A. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number. They should make every effort to call AESOP at least one hour prior to the employees' start time; if the employee is unable to get through to AESOP, the employee shall notify the building office to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.
- B. No polygraph or lie detector device shall be used in any investigation of any teacher without the consent of the teacher.
- C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with the terms contained in any individual teacher contracts heretofore in effect. All future individual teachers contracts shall be made expressly subject to the terms of this Agreement. The provision of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- D. Copies of this Agreement shall be printed at the expense of the Board and Association and presented to all teachers, newly employed or hereafter employed by the District.
- E. If any article or section of an article of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such article or section of an article or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other articles or sections within an article or application shall continue in full force and effect.
- F. Scheduled student days that are canceled because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions (as defined by city, county, or state health authorities) will be rescheduled as required to comply with the minimum days of students instruction mandated by law and/or State Board of Education rule and to insure receipt of full state aid by the school district. Should a closing because of conditions not within the control of the school authorities require the scheduling of additional days of student instruction to meet the minimum state requirement for State Aid, representatives of the Association and Board will meet the first week in February to determine how such days and/or hours shall be made up if needed at that time. Further, if additional days of student instruction are needed between February and the end of the school year, representatives will meet as soon as the fact is known to determine make up time. Unless otherwise agreed, the canceled student days to be rescheduled will be held by extending the school calendar, including ending dates for marking period by one work day date around holidays and recess periods as originally scheduled. Teachers shall not receive additional compensation for any such rescheduled day(s).

- G. To the full extent permitted by law, this Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this district shall be merged or combined.

**ARTICLE XXV
MENTOR TEACHERS**

- A. A Mentor Teacher shall be defined as a Master Teacher as identified in section 1526 of the School Code and shall perform the duties of a Master Teacher as specified in the code.
- B. For the purpose of this article, a probationary teacher shall be defined as a bargaining unit member in his/her first three (3) years in the classroom. Each probationary teacher shall be assigned a Mentor Teacher by the Administration in consultation with the Association.
- C. The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the Mentor Assignment is to provide a peer who can offer assistance, resources, information and a voice of experience and insight, in a non-threatening collegial fashion. A mentor teacher shall spend a minimum of twenty hours with the probationary teacher in the first year of the assignment, a minimum of fifteen hours in the second year of assignment and a minimum of ten hours in the third year of assignment with the same probationary teacher.
- D. A Mentor Teacher shall be assigned in accordance with the following:
 - 1. Participation as a Mentor Teacher shall be voluntary.
 - 2. The Mentor teacher shall be a tenured teaching member of the bargaining unit, with ten (10) or more years of teaching experience and satisfactory evaluations for the last five (5) years. There are no guarantees inherent to the selection process for a Mentor Teacher position. Mentor teachers shall be selected from a list of applicants for the position. The association shall review the list in consultation with the administration.

Mentor teacher positions shall be posted no later than May 1 of each school year for the following year. The posting shall be for developing the list of qualified applicants from which all available mentor teacher positions shall be filled.

Mentor teachers shall be selected from the list of qualified applicants within twenty (20) working days from the first day of school or within twenty (20) working days from the date of hire of a probationary teacher entitled to a mentor, whichever is later.

To the extent possible probationary teachers shall be assigned mentors working within their building and area(s) of certification. In the event a vacancy cannot be filled because of a lack of mentor teacher applicants, the board may fill the vacancy from any source, except that the association and the district may contact teachers not on the original list for any teacher hired mid year requiring a Mentor.

3. The Association shall be notified immediately, upon verification by the Board, of all bargaining unit members requiring a mentor assignment. The notification shall include the probationary teacher's teaching assignment.
 4. The Administration shall notify the association when the match of a Mentor Teacher and a probationary teacher has been formalized. The assignment of the Mentor Teacher shall be finalized by the Administration within ten (10) working days after the notification.
 5. A probationary teacher shall only be assigned to one (1) Mentor Teacher at a time. A Mentor Teacher should be matched with not more than two (2) probationary teachers at one time. This limit may only be exceeded if there exist extenuating circumstances and the Association and Administration mutually agree that it is in the best interest of the probationary teacher.
 6. The mentor teacher assignment shall be for one (1) year subject to review by the Mentor Teacher, probationary teacher and Administration after three (3) months. If the Mentor Teacher or Administration feel it would be in the best interest of the probationary teacher to make a change, a new Mentor Teacher shall be named at the end of that semester. At the end of each year, the match will be reviewed and the appointment will only be non-renewed by a mutual agreement of the Mentor Teacher, probationary teacher, Association and Administration.
- E. In addition to the time required in section three above, upon request, the Administration will make available one half day to one full day of release time each month. Such time will be used, by the Mentor Teacher, to observe and work with the probationary teacher in his/her assignment during the regular workday.
- F. The Mentor Teacher will receive as compensation for his/her extra duties and responsibilities, an amount equal to \$1,000.00 for the first year assigned to a probationary teacher, \$750.000 for the second year assigned to the same probationary teacher and \$500.00 for the third year assigned to the same probationary teacher for each mentoring assignment and such release time as is required to receive mentoring training. The District will consider paying all costs involved in classes and other professional development needed to perform in a satisfactory manner as a Mentor Teacher.
- G. Probationary teachers shall be provided with a minimum of fifteen (15) days of professional development induction during their first three- (3) years of classroom teaching. Professional development shall be scheduled within the parameters of the regular work day/year.
- H. Because the purpose of the Mentor/Probationary teacher match is to acclimate the bargaining unit member and to provide necessary assistance toward attaining quality instruction, the Board and the Association agree the relationship shall be confidential and shall not, in any fashion, be a matter included in the evaluation of the Mentor Teacher or the probationary teacher. Neither the Mentor Teacher nor the probationary teacher shall be permitted to participate in any matter related to the evaluation of the other. Further, the Mentor Teacher shall not be called as a

witness in any grievance or administrative hearing involving the probationary teacher nor shall the probationary teacher be called as a witness in any grievance or administrative hearing involving the Mentor Teacher as to teaching responsibilities.

**ARTICLE XXVI
INTELLECTUAL PROPERTY RIGHTS**

Definitions:

“Materials”: “Materials shall mean by way of illustration any and all materials created by the bargaining unit member which includes, but is not limited to, syllabi, course content, text books, models, study guides, lab manuals, lesson plans and notes, CD-ROMs, video tapes, DVDs computer programs, multi-media programs, class activities and assignments, assessments, techniques and instruments, articles, reviews, works of art, including paintings, sculptures, and musical compositions and recordings, course exercises, tests answers to tests, in any form or medium now known or hereafter known.

“Intellectual Property Rights”: “Intellectual Property Rights” shall mean patent, trademark, trade secret, and/or copyrights.

A. Ownership:

1. Orchard View Schools hereby confirm the bargaining unit member’s ownership of any and all Intellectual Property Rights in any Materials. The parties further agree that the Materials shall not be considered a “work made for hire” as the term is defined under the Copyright Act, as amended. If, however, a court of competent jurisdiction determines that the Materials are a “work made for hire,” this Agreement shall act as an irrevocable assignment of all Employer’s rights, title, and interest in the Materials, including, but not limited to, all Intellectual Property Rights from Orchard View Schools to the bargaining unit member.
2. All use by Orchard View Schools and each of its sub-licensees, if any, of the Materials shall inure to the benefit of the bargaining unit member. All rights in the Materials other than those specifically granted herein are reserved by the bargaining unit member for his or her own use and benefit, including, but not limited to, the right to make any derivative works based on the Materials, to enter into any other agreements with third parties concerning the use of the Materials, to transmit or download the Materials through electronic, telephonic, optical or other means, or to perform or display the Materials or any derivative works thereof.
3. Orchard View Schools shall not seek or obtain protection of any kind, including registration, of the Materials without the prior written consent of the bargaining unit member.
4. Upon termination or expiration of this Agreement for any reason whatsoever, and/or upon termination of the bargaining unit member’s employment relationship with Orchard View Schools, all rights in the Materials granted to Orchard View Schools shall automatically revert back to the bargaining unit member and/or his/her heirs and assigns. Orchard View Schools shall be required at any time to execute any and all documents reasonably requested by the bargaining unit member to confirm the bargaining unit member’s ownership of all such Intellectual Property Rights.

5. The obligations, representations, warranties, acknowledgements, and confirmations of the parties contained in this Agreement continue, survive and remain in force and effect after any termination or expiration of this Agreement and/or termination of the bargaining unit member's employment relationship with Orchard View Schools and shall be binding upon and shall inure to the benefit of the parties hereto, their administrators, heirs, successors, and assigns.

B. Grant

Subject to terms hereof, the bargaining unit member hereby grants to Orchard View Schools, its successors and assigns, and Orchard View Schools (Orchard View Schools) hereby accepts, a non-exclusive license with the right to sublicense others to use, reproduce, publicly perform and display, or distribute copies of the Materials in its current form and by any means currently known.

C. Restrictions

This license does not grant Orchard View Schools the right to: (a) make any changes to the Materials without the prior written consent of the bargaining unit member; or (b) make any other use of the Materials other than as expressly authorized herein.

D. Territory

The rights granted under Section B above shall be restricted to Orchard View Schools' campus including satellite campuses (the "Territory"). Orchard View Schools may only utilize the rights granted under Section B above outside the Territory upon receipt of the bargaining unit member's prior written approval.

E. Term

The term of this license shall be for the duration of this Agreement.

F. Consideration

Orchard View Schools agrees to pay the bargaining unit member certain consideration for the production and use of the Materials as follows:

The parties shall meet and negotiate the compensation for each instance of the production and/or use of Materials created by a bargaining unit member per Schedule K.

G. Reporting and Payment:

Orchard View Schools shall provide the bargaining unit member and the President of the Association with quarterly/semi-annual statements related to the Materials indicating the quantity of the Materials sold, licensed or distributed and the amount due the bargaining unit member in accordance with Schedule K (Sec. A and/or B), and shall simultaneously pay to the bargaining unit member the amount shown due the bargaining unit member in such statement. Orchard View Schools shall keep accurate books of account and records at its principal place of business covering all transactions related to the Materials, and the bargaining unit member or his/her agents shall have the right, at all reasonable hours of the day, to audit Orchard View Schools' books of account and records on five (5) days prior notice. Should an audit by the bargaining unit member or his/her agents establish a deficiency of

more than five percent (5%) between the amounts found to be due and the amount actually paid or reported by Orchard View Schools, Orchard View Schools shall pay the bargaining unit member's out-of-pocket costs of the audit together with an amount of the deficiency, plus interest at a rate of one and one-half percent (1 ½%) per month from the date such amount became due until the date of payment. Orchard View Schools shall remit payment in such amount within 30 days of the bargaining unit member's delivery to Orchard View Schools of written notice of the same. Orchard View Schools shall keep all such Materials books of account and records available for at least three (3) years after the date its rights granted herein to the Materials are hereby terminated.

H. Hold Harmless

Orchard View Schools hereby agrees to defend, indemnify, and hold the bargaining unit member harmless against any and all claims, demands, causes of action, and judgments (including reasonable attorneys fees) arising out of Orchard View Schools use of the Materials.

I. Insurance

At all times during this Agreement for which the Materials are being distributed, licensed, or sold, Orchard View Schools, shall, at its own expense, procure, maintain, in full force and effect with a responsible insurance carrier, a general liability insurance policy and a media liability policy with respect to the Materials. Orchard View Schools may obtain such insurance in conjunction with a policy of liability insurance which covers content other than the Materials, including any such policies currently owned by Orchard View Schools.

J. Control and Credit:

1. Control: The Employee shall have full control of the substantive and intellectual content of the Materials, both at the time of their production and any time during the use by Orchard View Schools. As with the preparation of any other scholarly or creative works, the bargaining unit member shall be expected to deliver accurate and current information. The bargaining unit member shall also have full control over the clarity and precision and the method of communicating the information contain in the Materials as well as any pending or supplemental updates.
2. Supplemental Updates: The bargaining unit member is authorized to produce any revised or supplemental materials or reflect developments or insights that come to the bargaining unit member's attention following completion of the Materials and before the expiration of Orchard View Schools' rights of use of the Materials.
3. Named Credit: The bargaining unit member shall receive full credit as the named author or principal developer of all copies of the Materials prepared by or authorized by Orchard View Schools. The bargaining unit member shall have the right to remove his/her name from any copies of Materials made or authorized by Orchard View Schools upon written notice of the same to Orchard View Schools.

4. Right to Teach or Present: The bargaining unit member who has created the Materials shall have the first option to teach the course or present at the event for which the Materials shall be used.

ARTICLE XXVII USE OF INTERNET/INTRANET

Purpose

- A. The parties recognize that the Internet/Intranet is a vast resource capable of providing enhanced information gathering and communication skills to assist in educational, employment-related, and Association endeavors.
- B. Bargaining unit members' use of the Internet/Intranet is appropriate under all of the following circumstances:
 - 1. support of the academic program
 - 2. telecommunications
 - 3. Association activities; and
 - 4. Reasonable personal and recreational usage to the extent that such use does not violate any express prohibitions of this Agreement and does not interfere with the bargaining unit members' assigned duties and responsibilities, and does not impede the network.
- C. Bargaining unit members agree that the Internet/Intranet may not be used for commercial for-profit purposes.
- D. The parties agree that all other provisions of this Agreement, including but not limited to: Grievance Procedure, Just Cause, Academic Freedom, Association Rights, Working Conditions, Workload, Professional Development, Maintenance of Standards, and Evaluation, remain in full force and effect and the specific provisions outlines in this Article regarding acceptable Internet/Intranet use do not supercede any of the provisions of this Agreement.
- E. The parties agree that use of the Internet/Intranet is not mandatory for bargaining unit members for the life of this Agreement.
- F. Bargaining unit members are aware that the Employer does not warrant that the functions of the Internet/Intranet will meet any specific requirements or that they will be error free or uninterrupted.
- G. The parties agree to form a Technology Committee, with Association and Administration representation. The Committee shall consist but not be limited to at least six (6) individuals, three (3) of whom shall be named by the Association and three (3) of whom shall be named by the Superintendent, the Technology Director, one (1) teacher representative from each building, one (1) Technology Department representative per building, and one (1) School Board member.
- H. The parties agree that bargaining unit members will be released from liability for inappropriate acts committed by a student with regard to the Internet/Intranet, including, but not limited to, information retrieved from the Internet by a student in violation of this Article or any federal, state, or local law, a student's inappropriate use of electronic mail communication in violation of this Article or any federal, state,

or local law, a student's design of a web site in violation of this Article or any federal, state, or local law.

- I. Orchard View Schools agrees to hold harmless the bargaining unit members' use of the Internet/Intranet and any unintentional damage that may result to the Employer's computer system.
- J. Orchard View Schools agrees to indemnify bargaining unit members for any monetary settlement or award the bargaining unit member must satisfy as a result of a lawsuit brought by a third party, such as a student, parent, web master for a web site, software provider, or other individual or entity, with regard to the bargaining unit member's use of the Internet/Intranet if such use falls within the acceptable guidelines set forth in this Article as determined by the Internet/Intranet Acceptable Use Committee.

Discipline-Related Issues

- A. Orchard View Schools agrees not to use Internet/Intranet access as a disciplinary tool with bargaining unit members due to an unintentional violation of this Article.
- B. The parties agree that proficiency, or lack thereof, in the use of the Internet/Intranet shall not be used in a negative fashion for evaluation purposes of a bargaining unit member.
- C. Bargaining unit members shall not be disciplined for a student's misuse of the Internet/Intranet.
- D. Orchard View Schools agrees that in the event a bargaining unit member is disciplined due to a violation of this Article, it will provide access to all information gathered or recovered by the Employer to facilitate processing of a grievance, including any deleted files recovered by the Employer, or any software showing accessing of specific Internet sites as long as the disclosure does not violate any state or federal laws on disclosure.
- E. Orchard View Schools agrees to provide notice to a bargaining unit member of complaints made via electronic mail regarding said bargaining unit member by individuals; including, but not limited to, parents, co-bargaining unit members, and third parties.

Virus Detection and Damage to Network

- A. Orchard View Schools agree to provide appropriate, regularly updated virus detection and protection as needed.
- B. Bargaining unit members will not be held liable for any damage to the Employer's computer system caused by inadvertent introduction of a virus.
- C. Bargaining unit members agree to delete previously accessed electronic mail messages from their personal mail directory on a periodic basis or on a request basis to avoid excessive use of the electronic mail disk space.

Privacy Issues

- A. The parties recognize that there is no legitimate expectation of privacy in electronic mail communications.
- B. Orchard View Schools will provide each bargaining unit member with a password for accessing the Internet/Intranet and electronic mail. Bargaining unit members agree to maintain confidentiality with regard to their passwords, however, it is understood that the Employer will have access to all bargaining unit members' passwords. Orchard View Schools agrees to maintain bargaining unit members' passwords in a safe and confidential location where access to such passwords by students and third parties is as secure as possible.

Objectionable Materials and Harassment

- A. Orchard View Schools agrees to take appropriate action to prevent or reduce harassment of bargaining unit members by third parties. Bargaining unit members shall notify the Employer of such harassment by a third party in order for the Employer to take appropriate action.
- B. Orchard View Schools agrees to discipline students for making harassing statements through the Internet/Intranet concerning bargaining unit members.
- C. The parties agree that bargaining unit members shall not intentionally access web sites that are pornographic in nature.

Training

- A. Given the complexity of intellectual property law, workplace harassment, and other potential claims with regard to use of the Internet/Intranet, Orchard View Schools agrees to provide information to assist bargaining unit members in avoiding unintentional violations.
- B. Training shall be provided to all bargaining unit members with access to the Internet/Intranet as needed. Orchard View Schools agrees to cover the cost of the training.
- C. Use of or proficiency in Internet/Intranet use shall not be used for evaluation purposes in connection with such Employer-provided training.
- D. Orchard View Schools reserves the right to any materials stored in files which are generally accessible to others and will remove any material which the District at its sole discretion believes may be unlawful, obscene, pornographic, abusive, or otherwise objectionable. A user will not use his/her District-approved computer account/access to obtain, view, download, or otherwise gain access to such materials. The District also reserves the right to service the Internet/Intranet network at its discretion. Such service may result in a loss of access.

**ARTICLE XXVIII
ACCUMULATED SICK LEAVE SEVERANCE INCENTIVE**

Orchard View Schools and the Association agree to an accumulated sick leave severance incentive that will pay an employee who works six (6) or more hours per day with ten (10) or more years of service, an amount equal to \$55.00 (2010-2011 and 2011-2012) for each unused day accumulated. The payment will be made upon the employee's resignation or retirement providing the employee gives the district thirty (30) days notice. Payments shall be made within thirty (30) days of resignation or retirement and be paid into each employee's 403(B) account through MEA Financial Services. Such payments will constitute employer contributions under 403(B) of the Internal Revenue Code (IRC).

**ARTICLE XXIX
DURATION OF AGREEMENT**

This Agreement shall be effective as of August 16, 2010 and shall continue in effect for (2) years, through the 15th day of August, 2012.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

**ORCHARD VIEW BOARD OF EDUCATION
MICHIGAN**

**ORCHARD VIEW CHAPTER OF
EDUCATION ASSOCIATION**

By: _____
President

By: _____
President

By: _____
Secretary

By: _____
Secretary

Salary Schedule - Teachers

2008-09 Base Salaries

Step	BA	BA+18	BA+36/MA	MA+30	MA+45
1	40488	42106	43790	45630	47546
2	42308	44000	45761	47683	49686
3	44211	45982	47818	49732	51822
4	46201	48050	49972	51970	54152
5	48280	50213	52220	54309	56589
6	50453	52471	54571	56752	59135
7		54833	57026	59308	61363
8		57300	59591	61975	64455
9		59878	62274	64765	67356
10		62573	65077	67679	70387
11		65389	68005	70724	73553
12		68331	71064	73906	76863
12B				74898	76923

2009-10 - 1.5% w/Step Increases

Step	BA	BA+18	BA+36/MA	MA+30	MA+45
1	41095	42738	44447	46314	48259
2	42943	44660	46447	48398	50431
3	44874	46672	48535	50478	52599
4	46894	48771	50722	52750	54964
5	49004	50966	53003	55124	57438
6	51210	53258	55390	57603	60022
7		55655	57881	60198	62283
8		58160	60485	62905	65422
9		60776	63208	65736	68366
10		63512	66053	68694	71443
11		66370	69025	71785	74656
12		69356	72130	75015	78016
12B				76021	78077

2010-2011 no increase steps given

2011-2012 Total freeze
 no increase
 no steps or longevity moves
 Lane changes given

SCHEDULE B

ORCHARD VIEW SCHOOLS Extra Duty Compensation (Percentage of first year teacher with B.A. degree)

	Years of Experience					
	0	1	2	3	4	5
Head Football (HS)	12.5%	13.5%	14.5%	15.5%	16.5%	17.5%
Asst. Varsity Football (3-HS)	9.0%	9.5%	10.0%	10.5%	11.0%	11.5%
J.V. Football (HS)	9.0%	9.5%	10.0%	10.5%	11.0%	11.5%
Asst. J.V. Football (HS)	6.0%	6.5%	7.0%	7.5%	8.0%	8.5%
9th Grade Football (HS)	6.0%	6.5%	7.0%	7.5%	8.0%	8.5%
Asst. 9th Grade Football (HS)	5.0%	5.5%	6.0%	6.5%	7.0%	7.5%
Middle School Football	4.0%	4.5%	5.0%	5.5%	6.0%	6.5%
Asst. Middle School Football	3.0%	3.5%	4.0%	4.5%	5.0%	5.5%
Head Basketball (HS)	12.5%	13.5%	14.5%	15.5%	16.5%	17.5%
Asst. Basketball (HS)	8.0%	8.5%	9.0%	9.5%	10.0%	10.5%
9th Grade Basketball (HS)	5.0%	5.5%	6.0%	6.5%	7.0%	7.5%
Middle School Basketball	4.0%	4.5%	5.0%	5.5%	6.0%	6.5%
Asst. Middle School Basketball	3.0%	3.5%	4.0%	4.5%	5.0%	5.5%
Wrestling (HS)	9.0%	9.5%	10.0%	10.5%	11.0%	12.0%
Asst. Wrestling (HS)	5.0%	5.5%	6.0%	6.5%	7.0%	7.5%
Middle School Wrestling	4.0%	4.5%	5.0%	5.5%	6.0%	6.5%
Middle School Asst. Wrestling	3.0%	3.5%	4.0%	4.5%	5.0%	5.5%
Cross Country (HS)	5.0%	5.5%	6.0%	6.5%	7.0%	8.0%
Cross Country (Combined)	9.0%	9.5%	10.0%	10.5%	11.0%	11.5%
Cross Country (MS)	3.0%	3.5%	4.0%	4.5%	5.0%	5.5%

Head Baseball or Softball (HS)	8.0%	8.5%	9.0%	9.5%	10.0%	11.0%
Asst. Baseball or Softball (HS)	5.0%	5.5%	6.0%	6.5%	7.0%	7.5%
Head Tennis (HS)	5.0%	5.5%	6.0%	6.5%	7.0%	8.0%
Asst. Tennis (HS)	3.0%	3.5%	4.0%	4.5%	5.0%	5.5%
Golf (HS)	5.0%	5.5%	6.0%	6.5%	7.0%	8.0%
Asst. Golf Coach (HS)	3.0%	3.5%	4.0%	4.5%	5.0%	5.5%
Middle School Track (2)	3.0%	3.5%	4.0%	4.5%	5.0%	5.5%
Combined Middle School Track	4.0%	4.5%	5.0%	5.5%	6.0%	6.5%
Assistant M.S. Track (with combined position only)	2.0%	2.5%	3.0%	3.5%	4.0%	4.5%
Volleyball (HS)	8.0%	8.5%	9.0%	9.5%	10.0%	11.0%
Assistant JV Volleyball (HS)	6.0%	6.5%	7.0%	7.5%	8.0%	8.5%
Freshman Volleyball	5.0%	5.5%	6.0%	6.5%	7.0%	7.5%
Volleyball (MS)	4.0%	4.5%	5.0%	5.5%	6.0%	6.5%
Assistant Volleyball (MS)	3.0%	3.5%	4.0%	4.5%	5.0%	5.5%
Combined Track (HS)	11.0%	11.5%	12.0%	12.5%	13.0%	14.5%
Track (HS)	8.0%	8.5%	9.0%	9.5%	10.0%	11.0%
Asst. Track (HS)	5.0%	5.5%	6.0%	6.5%	7.0%	7.5%
Soccer-Head Coach	5.0%	5.5%	6.0%	6.5%	7.0%	8.0%
Soccer – Asst	3.5%	4.0%	4.5%	5.0%	5.5%	6.0%
Soccer (MS)	3.0%	3.5%	4.0%	4.5%	5.0%	5.5%
Cheerleaders (HS) per season	4.0%	4.5%	5.0%	5.5%	6.0%	6.5%
Cheerleader - 9th Grade per season	2.0%	2.5%	3.0%	3.5%	4.0%	4.5%
Cheerleaders - (MS) per season	2.0%	2.5%	3.0%	3.5%	4.0%	4.5%
Band (HS)	11.0%	11.5%	12.0%	12.5%	13.0%	

Marching Band (HS)	3.0%	3.5%	4.0%	4.5%	5.0%	
Choir (HS)	3.5%	4.0%	4.5%	5.0%	5.5%	
Choir (MS)	3.0%	3.5%	4.0%	4.5%	5.0%	
Band (MS)	3.0%	3.5%	4.0%	4.5%	5.0%	
Twelfth Grade Advisor	2.0%					
Eleventh Grade Advisor	3.0%					
Tenth Grade Advisor	2.0%					
Ninth Grade Advisor	1.0%					
Student Council (HS)(includes Close-Up)	3.0%	3.5%	4.5%			
Drama Director (HS)	4.5%	5.0%	6.0%	7.0%	7.5%	
Assistant Drama (HS)	2.25%	2.5%	3.0%	3.5%	3.75%	
Debate/Quiz Bowl	2.5%	3.0%	3.5%			
School Paper	2.5%	3.0%	3.5%			
Yearbook	2.5%	3.0%	3.5%	4.0%	4.5%	5.0%
Student Council Advisor (MS)	3.0%	3.5%	4.5%			
Web Page Advisor	2.5%	3.0%	3.5%			
Student Services Club (MS)	3.0%	3.5%	4.0%			
Student Special Activities (i.e., NHS, Science Olympiad/Odyssey Of the Mind)	2.5%	3.0%	3.5%			
Student Lunch Supervision (3)	6.0%	6.5%	7.5%	8.0%	8.5%	
O.V. Special Events Stipend	\$100 per event					
Camp Director (MS)	4.0%	4.5%	5.0%			
Plus the equivalent of up to 8 days of released time for fund raising and planning activities shared with the Assistant Camp Director.						
Assistant Camp Director (MS)	2.0%	2.25%	2.5%			
Drivers Education Director	4.0%	4.5%	5.0%			

Additional wages in addition to Drivers Education Staff wages Summer Pay

Driver Education Staff Summer Pay	.075%	.08%	.085%			
Summer School	.075%	.08%	.085%	.09%	.095%	0.1%
Official at or supervisor of athletic event....per event	.075%					
Chaperoning any school sponsored activity.....per event	.075%					
Committee Member Pay	\$100 per year					
Schedule B Longevity:	1% of BA base added after 10 th year					
	2% of BA base added after 15 th year					
	3% of BA base added after 20 th year					
	4% of BA base added after 25 th year					

New positions will be negotiated with the Association.

ORCHARD VIEW 2010-2011 SCHOOL CALENDAR

2010-2011

- Aug 30 New Employee Professional Development
- Aug 30-Sept 2 Professional Development Days
- Sept 3-6 Labor Day Holiday
- Sept 7 First Student Day
- Oct 12-29 MEAP Window
- Nov 2-5 Early Release Days for Elementary buildings and the Middle School (4 hrs and 15 mins of instructional time w/ students + 30 min lunch) Parent Teacher Conferences
- Nov 2 & 4 Early Release Days for High School (4 hrs and 15 mins of instructional time w/ students + 30 min lunch) Parent Teacher Conferences w/ buildings determining 3 hr time blocks
- Nov 12 End of First Marking Period for semesters
- Nov 22 Early Release High School (4 hrs and 15 mins of instructional time w/ students + 30 min lunch)
- Nov 23 1/2 day for High School—End of Trimester
- Nov 24-26 Thanksgiving Recess
- Nov 29 Professional Development Day for Staff—No School
- Dec 17 Christmas Recess begins at end of day
- Jan 3 School Resumes
- Jan 17 Martin Luther King Jr. Day Observance—Students off, Professional Development Day for staff
- Jan 25-28 Early Release Days for Elementary buildings and the Middle School (4 hrs and 15 mins of instructional time w/ students + 30 min lunch) Parent Teacher Conferences
- Jan 25 & 27 Early Release High School (4 hrs and 15 mins of instructional time w/ students + 30 min lunch) Parent Teacher Conferences w/ buildings determining the 3 hr time blocks
- Jan 28 End of 1st Semester
- Feb 18-21 Mid-Winter Break
- Mar 1-3 MME Exam—High School
- Mar 10 Early Release Days for the High School (4 hours and 15 minutes of instructional time with students + 30 minute lunch)
- Mar 11 1/2 day for High School—End of Trimester
- Mar 14 Professional Development Day for Staff—No School
- Mar 15-17 MME Make Up Days
- Apr 1 End of 3rd Marking Period
- Apr 4-8 Spring Break
- Apr 22 Good Friday—No School—No Staff
- May 5 Early Release High School (4 hrs and 15 mins of instructional time w/ students + 30 min lunch) Parent Teacher Conferences w/ buildings determining the 3 hr time blocks
- May 27 Professional Development Day for Staff—No School
- May 30 Memorial Day
- June 9 1/2 day for Elementary and Middle School, Early Release High School (4 hrs and 15 mins of instructional time w/ students + 30 min lunch)
- June 10 End of 2nd Semester/District Record Day—1/2 Day Students, Full Day Staff

July 2010

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August 2010

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September 2010

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October 2010

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November 2010

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December 2010

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

January 2011

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February 2011

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March 2011

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April 2011

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 2011

S	M	T	W	T	F	S
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June 2011

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

2011–2012 School Year

Aug. 29	New Employee Professional Development
Aug. 30, 31	Required OVEA Professional Development
Sept. 1	Required All Staff Professional Development
Sept. 2 & 5	Labor Day Holiday
Sept. 6	First Day of School
Oct. 4-7	Parent Teacher Conference—Early Release for Elementaries (4 hrs and 15 mins of instructional time w/students + 30 minute lunch).
Oct. 4 & 6	Parent Teacher Conferences—Early Release for High School & Middle School (4 hrs and 15 mins of instructional time w/students + 30 minute lunch) Buildings determining 3 hr time blocks
Oct. 11--28	MEAP Window
Nov. 11	End of 1st Marking Period for Semesters
Nov. 14	Start of 2nd Marking Period for Semesters
Nov. 22	End of 1st Trimester—1/2 Day HS Students & MS Students
Nov. 23-25	Thanksgiving Holiday
Nov. 28	Required OVEA Professional Development
Nov. 29	Start of 2nd Trimester
Dec. 19--Jan. 2	Christmas Break
Jan. 3	School Resumes
Jan. 16	Required OVEA Professional Development
Jan. 24-27	Parent Teacher Conference—Early Release for Elementaries (4 hrs and 15 mins of instructional time w/students + 30 minute lunch).
Jan. 24 & 26	Parent Teacher Conferences—Early Release for High School & Middle School (4 hrs and 15 mins of instructional time w/students + 30 minute lunch) Buildings determining 3 hr time blocks
Jan. 27	End of Semester
Jan. 30	Start of 3rd Marking Period for Semesters
Feb. 17-20	MidWinter Break
Mar. 6-8	MME Testing—High School
Mar. 12	Early Release for High School Only
Mar. 13	End of Trimester—1/2 Day HS Students & MS Students
Mar. 14	Required OVEA Professional Development
Mar. 15	Start of 3rd Trimester
Mar. 30	End of Marking Period for Semester
Apr. 2--6	Spring Break
Apr. 6	Good Friday
Apr. 9	Start of 4th Marking Period for Semesters
May 1	Parent Teacher Conferences—Early Release for High School & Middle School (4 hrs and 15 mins of instructional time w/students + 30 minute lunch) Buildings determining 3 hr time blocks
May 25	Required OVEA Professional Development
May 28	Memorial Day
June 7	2 Day Elem & MS, Early Release HS Students --full day for staff

July						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August						
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October						
S	M	T	W	T	F	S
					1	
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

January						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29			

March						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

May						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

June						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

SCHEDULE - D
ORCHARD VIEW GRIEVANCE FORM

Grievance Number: _____ Date Grievance Filed: ____/____/____

School Building(s): _____

Subject to the provisions of the Master Agreement, I hereby authorize the Association Grievance Committee to process and settle this grievance.

STATEMENT OF THE GRIEVANCE:

REMEDY REQUESTED:

*Signature of Association's
Designated Representative*

_____ Date: ____/____/____
Signature of Grievant
(use separate sheet for additional
signatures if more than one grievant)

PRINCIPAL'S DISPOSITION:

Date of Receipt: ____/____/____

Comment:

Granted Denied
____/____/____

Date:

Signature of Principal

ASSOCIATION'S DISPOSITION:

Satisfactory Unsatisfactory

Date: ____/____/____

*Signature of Association's
Designated Representative*

SCHEDULE – D (continued)

SUPERINTENDENT'S DISPOSITION:

Date of Receipt: ____/____/____

Comment:

Granted Denied
____/____/____

Date:

Signature of Superintendent

ASSOCIATION'S DISPOSITION:

Satisfactory Unsatisfactory

Date: ____/____/____

*Signature of Association's
Designated Representative*

BOARD'S DISPOSITION:

Date of Receipt: ____/____/____

Comment:

Granted Denied
____/____/____

Date:

Signature of Board Representative

SCHEDULE I

**ORCHARD VIEW SCHOOLS - ATHLETIC DEPARTMENT
HEAD COACH EVALUATION**

Name _____ Assignment _____

Date of Conference ___/___/___ Recommendation: _____

Evaluations: 1 = Commendable 2 – Satisfactory 3 - Needs Improvement 4 – Unsatisfactory 5 - Not Observed

COACHING RESPONSIBILITY

1. Security of equipment and building	1	2	3	4	5
2. Knowledge & understanding of respective sport	1	2	3	4	5
3. Relations with coaches in program	1	2	3	4	5
4. Rapport with players	1	2	3	4	5
5. Individual & team discipline	1	2	3	4	5
6. Willingness to follow suggestions	1	2	3	4	5
7. Locker room supervision	1	2	3	4	5
8. Community relations	1	2	3	4	5
9. Inventory list/Budget request	1	2	3	4	5
10. Ability to take charge of program	1	2	3	4	5
11. Cooperation with administration	1	2	3	4	5

PERSONAL QUALIFICATIONS

1. Personal habits and appearance	1	2	3	4	5
2. Enthusiasm for position	1	2	3	4	5
3. Attitude to responsibility	1	2	3	4	5
4. Emotional control	1	2	3	4	5
5. Professional preparation	1	2	3	4	5

ATHLETIC DIRECTOR'S COMMENTS

ATHLETIC DIRECTOR'S RECOMMENDATIONS

Evaluation received by: _____ Evaluation by: _____

Coach's signature does not indicate agreement with evaluation.

1. Copy to Coach 2. Copy to Athletic Director 3. Copy to Personnel File

SCHEDULE J

**ORCHARD VIEW SCHOOLS - ATHLETIC DEPARTMENT
ASSISTANT COACH EVALUATION**

Name _____ Assignment _____

Date of Conference ___/___/___ Recommendation:

Evaluations: 1 = Commendable 2 – Satisfactory 3 - Needs Improvement 4 – Unsatisfactory 5 - Not Observed

COACHING RESPONSIBILITY

1. Security of equipment and building	1	2	3	4	5
2. Knowledge & understanding of respective sport	1	2	3	4	5
3. Relations with coaches in program	1	2	3	4	5
4. Rapport with players	1	2	3	4	5
5. Individual & team discipline	1	2	3	4	5
6. Willingness to follow suggestions	1	2	3	4	5
7. Locker room supervision	1	2	3	4	5
8. Community relations	1	2	3	4	5

PERSONAL QUALIFICATIONS

1. Personal habits and appearance	1	2	3	4	5
2. Enthusiasm for position	1	2	3	4	5
3. Attitude to responsibility	1	2	3	4	5
4. Emotional control	1	2	3	4	5
5. Professional preparation	1	2	3	4	5

ATHLETIC DIRECTOR'S COMMENTS

ATHLETIC DIRECTOR'S RECOMMENDATIONS

Evaluation received by: _____ Evaluation by: _____

Coach's signature does not indicate agreement with evaluation.

- 1. Copy to Coach 2. Copy to Athletic Director 3. Copy to Personnel File**

**Schedule K-1
Intensive Assistance Process
Form 1 Preprocess**

Name of Teacher _____

_____ Requesting a second evaluation

Second evaluator _____

Superintendent Sign-off _____

OVEA President Sign-off _____

_____ Entering into the IAP

Designee of the Superintendent _____

Teacher selected members 1. _____

2. _____

Superintendent Sign-off _____

OVEA President Sign-off _____

**Schedule K-2
Intensive Assistance Process
Form 2 Plan**

Date: _____

Members of the team

1. _____
2. _____
3. _____

Goals and objectives:

Team member responsibilities:

Schedule of assistance activities:

Monthly Feedback:

Letter of Agreement
Pay for Curriculum Work

The parties agree that curriculum committee members who work on curriculum/study/research outside of the regular school day or during the summer will be paid \$100.00 a day (6 hours/day) or \$50.00 a half day (3 hours/day). All work must be approved through the Superintendent prior to meeting.

Signed by Cheryl L. Lake
Cheryl Lake, OVEA President

06/03/04
Date

Signed by B. Jack VanderWall
B. Jack VanderWall, Superintendent

06/04/04
Date

Letter of Agreement
Between
Orchard View Schools
and the
Orchard View Education Association

Beginning with the 2001-2004 contract, the parties agree to the following clarification on use of non-chargeable funeral leave in the case of the death of a student or parent/guardian of a student:

1. The current year classroom teacher(s) shall be allowed up to one day of non-chargeable funeral leave in the case of a death of a student and/or the parent/guardian of a student.
2. The Chairperson of the District Crisis Response Team will, in consultation with the Superintendent, make the decision for any additional non-chargeable funeral leave for the district or building response.
3. Other bargaining unit members may attend the funeral using sick leave according to Article XIX, Section E.2.

For the Association

Signed by Adam Bluhm

5/20/2002

Date

For the Board

Signed by Dan Woodward

5/20/2002

Date

**Letter of Agreement
Between
Orchard View Schools
and the
Orchard View Education Association**

Beginning with the 2001-2004 contract, the parties agree to the following clarification on the use of non-chargeable leave:

The Chairperson of the District Crisis Response Team will, in consultation with the Superintendent, make the decision on the use of non-chargeable leave to facilitate the District's response level during an identified crisis.

By way of example, but not limited to:

1. Persons other than the current year classroom teacher in the case of a death of a student and/or the parent/guardian of a student;
2. Hospital visitation of an injured or seriously ill student;
3. Other situations that require district employee absences that is consistent with the District Crisis Response Plan.

For the Association

Signed by Adam Bluhm

5/20/02

Date

For the Board

Signed by Dan Woodward

5/20/2002

Date

Letter of Agreement

**Orchard View Schools
And
Orchard View Education Association MEA/NEA**

It is agreed between the parties that beginning with the 2003/2004 school year the District shall pay the part-time teachers \$100 per day/\$50 per ½ day to attend the in-services which fall beyond their regular hours for the week.

Signed: _____, President
Orchard View Education Association MEA/NEA

Date: _____

Signed: _____, Superintendent
Orchard View Board of Education

Date: _____

LETTER OF AGREEMENT
between
Orchard View Schools
and
OVEA/OVMESPA, MEA/NEA

It is agreed between the parties that beginning with the 2006/2007 school year, Orchard View High School shall implement trimesters. In regards to trimesters, the parties agree as follows:

1. Any teacher teaching an additional class shall be compensated at one-fifth of their salary specified on their step of the salary schedule (Schedule A) as compensation for the additional fifth hour teaching assignment.
2. Per Article XVII Section C, in lieu of compensation for substitute teaching, the teacher may choose to accrue sub-time to be used at his/her discretion. However, four sub hours will equal one (1) day of comp time.
3. Any "zero hour/sixth hour" class offerings will operate under the trimester structure.
4. The parties agree that except as specifically provided in this agreement, all contractual rights and standards shall be maintained for the duration of this agreement.
5. The parties agree to bargain any unforeseen issues that may arise with regard to the implementation of trimesters.
6. The parties agree to annually review trimesters. Any changes in trimesters shall be implemented only after mutual consent of the parties.
7. The parties agree to review the daily schedule before implementation.
8. The parties agree that any expansion of trimesters to any building other than the high school shall be negotiated.

For the OVEA

For the OVMESPA

For the District

Signed by Adam Bluhm
Signature

Signed by Trude Bushaw
Signature

Signed by B. Jack VanderWall
Signature

06/05/06
Date

06/05/06
Date

06/09/06
Date