

PROOFING DRAFT

MASTER AGREEMENT

between the

EATON COUNTY EDUCATION ASSOCIATION
(OLIVET EDUCATION ASSOCIATION/MEA/NEA)

and the

OLIVET COMMUNITY SCHOOLS
BOARD OF EDUCATION
OLIVET, MI

Olivet Community Schools

July 1, 1996 - June 30, 1999

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INTRODUCTION

This Agreement entered into this 11th day of October, 1996, and effective July 1, 1996 through June 30, 1999, by and between the Eaton County Education Association and its affiliate Olivet Education Association, hereinafter called the "Association," affiliated with the Michigan Education Association, hereinafter called the "MEA," and the National Education Association, hereinafter called the "NEA," and the Olivet Community School District of Olivet, Michigan hereinafter called the "Board." The signatories shall be the sole parties to this Agreement.

WITNESSETH

The Board of Education has a statutory obligation pursuant to the Public Employment Relations Act, Act 379 of the Michigan Acts of 1965, to bargain with the Association as the representatives of its teaching personnel.

The parties have reached understanding which they desire to confirm in this Agreement. The following mutual covenants are hereby agreed:

ARTICLE I - RECOGNITION

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative pursuant to Section XI of Act 379 P.A., 1965 as amended for all regularly employed full time or part-time certified personnel under contract or on Board approved leave excluding the following:
1. Substitute teachers, non-regularly employed part-time teachers, supervisory-administrative personnel, and supportive services staff: Secretaries, bus drivers, cooks, custodians, clerks and aides, and all others. Supervisory-administrative personnel includes superintendent, principals, and any other administrators as defined under PERA.
- B. Regularly employed teaching personnel, hereinafter referred to as "teachers," shall include all classroom teachers, special education teachers, reading, art and music teachers, counselors and librarians, provided they are employed at least two (2) hours per day, five (5) days per week for a full semester.
- C. All generic references to male employees shall include female employees in the bargaining unit.

ARTICLE II - ASSOCIATION AND TEACHER RIGHTS

- A. Duly authorized representatives of the Association shall be permitted to transact Association business on school property with the permission of the building principal, providing that this shall not interfere with or disrupt normal school operations.
- B. Upon written request from the Association, the Board agrees to furnish, within a reasonable period of time, available information which is necessary for the Association to bargain collectively or to administer this Agreement.
- C. The Board and the Association agree that they shall not discriminate against any bargaining unit member in any employment matter because of race, creed, color, national origin, religion, age, sex, marital status or handicap/disability. The Board and the Association additionally recognize that their mutual commitment to nondiscrimination may require reasonable accommodation to bargaining unit members and accordingly agree to jointly confer with any bargaining unit member making such a request.
- D. A teacher shall have the right to have an Association representative present when he/she is being warned, reprimanded or disciplined including reduction in compensation. Such warning, reprimand or discipline shall be for just cause and in accordance with the general concept of progressive discipline. The just cause standard shall not be applicable to a determination by the Board to discharge or nonrenew a probationary teacher.
- E. Upon request of the Association, the Board will furnish a room for Association meetings, provided the request is submitted no less than twenty-four (24) hours in advance.
- F. Each teacher shall have the right, upon request, to review the contents of his/her personnel file. A representative of the Association, at the teacher's request, may accompany the teacher in this review. Each teacher's file may contain the following items of information.
1. Medical information shall be maintained in a separate file.
 2. Teacher evaluation reports
 3. Copies of annual contracts
 4. Teaching certificate
- G. Material originating after the teacher has been hired which is placed in his/her file will be shown to him/her so that he/she has the opportunity to review, initial, and/or reply to same at the time of its placement in said file.
- H. Upon the request of the Association, vending machines shall be installed in the teacher workroom at no cost to the Board of Education. The proceeds from all such machines shall be remitted to the Association.
- I. Adequate off-street parking facilities shall be provided and properly maintained for teachers' use.

- J. The use of the terms "suitable," "adequate" and "properly" shall be determined by past practice.
- K. Each teacher will be provided with appropriate key(s) to access the area(s) of their assignment(s). Appropriate keys shall be determined by the Superintendent or his/her designee. Security practices will be considered when assigning keys. Should the administration deem it necessary to replace locks and tumblers as a result of a lost key, the teacher may be liable for the costs attendant thereto if the teacher was grossly negligent. Thereafter, the teacher's liability shall cease unless losses arising to the school are the proximate cause of the gross negligence of the teacher.
- L. The Board shall make available to each school at least one room, appropriately furnished, which shall be used as a faculty workroom. Said workroom shall be equipped with the following:
1. At least one typewriter or computer in good working order.
 2. Access to a telephone.
 3. Appropriate storage and seating equipment.

When the need of maintenance or replacement of workroom equipment arises, the Association shall consult with the Superintendent.

- M. Each teacher shall maintain with the Office of the Superintendent of Schools and the appropriate building principal his/her current, correct address and telephone number.
- N. Smoking and the use of tobacco products is prohibited in school facilities. (February, Michigan Clean Air Act, P.A. 198 of 1986 and Michigan Law.)

ARTICLE III - BOARD RIGHTS

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board of Education, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board. Such rights shall include by way of illustration and not by way of limitation, the right to:
1. Manage and control the school's business.
 2. Continue its rights of assignment and direction of work of all its personnel.
 3. The right to direct the working forces, including the right to hire, promote, suspend, discharge, transfer, and lay off employees, and determine the size of the work force.
 4. Determine services, supplies and equipment necessary.
 5. Adopt rules and polices and regulations.
 6. Determine qualifications of employees.
 7. Determine the number of locations or relocations of its facilities.
 8. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
 9. Determine the size of the management organization its function, and authority.

ARTICLE IV - PROFESSIONAL DUES, FEES, AND PAYROLL DEDUCTIONS

- A. In accordance with the terms of this Article, each bargaining unit member within 30 days of employment shall, as a condition of employment, join the Association or pay a Service Fee to the Association.
1. Association Members Bargaining unit members joining the Association shall pay dues to the Association in accordance with its policies and procedures.
 2. Service Fee Payers Bargaining unit members not joining the Association shall pay a Service Fee to the Association as determined in accordance with the MEA Policy and Procedures Regarding Objections to Political Ideological Expenditures. The remedies set forth in this policy shall be exclusive, and unless and until the procedures set forth therein have been availed of and exhausted, all other administrative and judicial procedures shall be barred.
- B. Non-Payment of Dues or Service Fee If a bargaining unit member does not pay the appropriate amount of dues or Service Fee to the Association by November 1 upon written authorization by the Association, the Employer will deduct the appropriate amount of the dues or Service Fees from the bargaining unit member's wages. The deductions will be made in equal amounts from the paychecks of the bargaining unit member beginning with the first pay following receipt of the written authorization from the Association and continuing through the last pay period in June of each year. Moneys so deducted will be transmitted to the Association, or its designee, no later than twenty (20) days following each deduction.
- C. Save Harmless Clause In the event of legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
1. The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
 2. The Employer will cooperate with the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available. The Association agrees that in any action so defended, it will hold the Employer harmless from any liability for damages and costs imposed by a final judgment of a court of administrative agency as a direct consequence of the Employer's compliance with this Article.
- D. Any teacher who does not perform services during the school year shall have dues deducted by one-tenth (1/10th) of the yearly dues for any entire month not worked except during a paid leave of absence as provided in this contract.
- E. The Association agrees to hold the Board harmless from any and all costs, claims, suits or other forms of liability that may arise out of any action taken by the Board or administration in reliance upon or compliance with the provisions of this Article.

- F. The Association agrees promptly to advise the Board of all members in good standing from time to time, and to furnish any other information needed by the Board, and not otherwise available to the Board, to fulfill the provisions of this Article.
- G. All refunds claimed per dues deductions under the provisions of this Article lie solely with the Association.
- H. Upon appropriate written authorization from the teacher the Board shall deduct from the salary of the teacher and make appropriate remittance to the Credit Union, Board approved tax sheltered annuities and any other plan (s) or program (s) jointly approved by the Superintendent and the Association.

ARTICLE V - TEACHING HOURS

- A. The teacher's normal workday shall not exceed 6 hours, 55 minutes (6:55) inclusive of a thirty-five (35) minute lunch period which shall be duty free.
 - 1. For 1996-97 teachers shall report to their respective buildings fifteen (15) minutes prior to the daily student class schedule. Beginning with the 1997-98 school year, teachers shall report to their respective buildings ten (10) minutes prior to the daily student class schedule.
 - 2. Teachers may leave the building after the conclusion of the daily class schedule. Exceptions may be made by the building principal.
 - 3. In addition to the foregoing, teachers are expected to remain after the normal workday to attend to those matters which properly require additional time such as consultations with parents and/or students, IEPC meetings or building meetings with the administration. An agenda will be supplied for building staff meetings. Building meetings will be limited to two (2) staff meetings per month. All other meetings outside the normal workday shall be voluntary.
 - 4. The administration shall have the right to depart from the above norms when an emergency arises after prior consultation with the Association.
- B. Preparation/conference periods are to be used by teachers for performance of professional duties. Because of the lack of scheduled periods in the elementary grades, elementary teachers may use scheduled recess times as well as when specialists assume control of the classroom for preparation.

Junior and senior high teachers shall normally have five (5) scheduled preparation/conference periods for each five (5) day work week that are equal in length to a regular student class period.
- C. Teachers who are not assigned a regularly scheduled preparation period will schedule such time with their building principal (s).

- D. Teachers shall not be required to move from one building to another more than twice each day.
- E. Elementary teachers (K-5) will be given 240-250 minutes per week for preparation. This time may be provided through combining recess time, physical education, and library time or such other equivalent programs as may be available.
- F. Kindergarten teachers will be provided preparation time equivalent to that arranged for the elementary staff. However, the program through which such is implemented may deviate from that established in the elementary grades.
- G. A reasonable effort will be made to obtain substitute teachers in the event the regular gym, music, and/or reading teacher must be absent. In the event a teacher must forfeit planning time due to the unavailability of substitute teachers, the classroom teacher will be compensated as per article XVIII. Specialist teachers shall have lesson plans available that will reasonably allow a non-specialist substitute teacher to conduct the absent teacher's class.
- H. If a teacher substitutes twenty-five (25) minutes or less, he/she shall be compensated at half (1/2) the substitute rate. If a teacher substitutes for more than twenty-five (25) minutes, he/she shall be compensated at the full substitute rate.

ARTICLE VI - TEACHING CONDITIONS

- A. Class size is an important aspect of teaching conditions and accordingly will be regulated as follows:
 - 1. No classroom shall have more students in it than it has available pupil stations and facilities, i.e. labs, desks, chairs, etc.
 - 2. The Board and the Association agree that the following class sizes shall not be exceeded by:

K-12 (all classes not specifically listed)	
Vocal	28
Choir	60
Instrumental Music	Unlimited
Physical Education	40
Study Halls	Unlimited
- B. Class size may be exceeded under the following conditions:
 - 1. The foregoing maximums shall not apply until after the fourth (4th) Friday in September.
 - 2. Class size may be exceeded by two (2) pupils in K-6.

3. An overload shall not exist in grades 7-12 where the daily class lead total does not exceed the sum total of the maximums allowed for each class assigned.
 - a. An individual class may deviate by no more than two (2) pupils above the maximum in grades 7-12.
 - b. In no case shall the total daily class load exceed the sum total of maximum size of classes assigned by more than two (2) pupils.
4. The Administration may approach the Association to seek resolve of a class size overload by:
 - a. Payment of Two Dollars (\$2.00) per student/per hour in grades 7-12 and \$10.00 per day/per student in grades K-6. Kindergarten would be \$5.00 per session.
 - b. Other agreeable solutions. The decision to allow a class size overload must be approved by the Association (OEA).
- C. If the Board shall create a new class, not otherwise covered by the maximums herein described, the Association shall have the right, upon request, to negotiate the class size.
- D. The Board recognizes that appropriate texts, library reference facilities, maps, globes, laboratory equipment, audio-visual equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession.
- E. The Board shall provide:
 1. A separate desk for each teacher in the District.
 2. Suitable space for each teacher to store coats, overshoes and personal articles.
 3. Adequate writing board space in every classroom.
 4. Copies, exclusively for each teacher's use, of all texts used in each of the courses he/she is to teach.
 5. Adequate storage space in each classroom for instructional materials.
 6. Adequate attendance books, paper, pencils, pens, chalk, erasers and other such materials required in daily teaching responsibility.
- F. The Board agrees to relieve teachers of clerical duties unrelated to their teaching assignments.
- G. Nothing contained in this Article shall require the Board to keep school open in the event of severe inclement weather or when otherwise prevented by an Act of God. When schools are closed to students due to the above conditions, teachers shall be notified of same by 6:30 a.m. whenever possible.
- H. The Board shall provide a teacher reference library in each building in a location jointly determined by the Association and the building principal. Said library shall include therein all texts and periodicals which are reasonably requested by the teachers of that building.

- I.. Teachers shall be informed of a telephone number they may call before 6:15 a.m. to report for unavailability for work. Teachers shall be required to notify the building principal or his/her designee in the event of an absence within the scope of sick leave no later than 6:15 a.m. of the expected day of absence. Teachers who do not call in as specified above shall not be allowed a sick day payment unless the teacher files with the building principal, within twenty-four (24) hours of return, a written statement containing an acceptable and reasonable excuse for failure to notify prior to 6:15 a.m. Substitutes will be paid at the rate to be determined by the Board of Education.

ARTICLE VII - CALENDAR

- A. Calendars are as set forth in Appendix A.
1. For the 1996-97 school year, the calendar shall consist of 180 student instruction days for a total of 184 total days.
 2. For the 1997-98 school year, the calendar shall consist of 181 student instruction days for a total of 185 total days. For the 1998-99 school year, the calendar shall consist of 182 student instruction days for a total of 186 total days.
 3. It is hereby agreed that should the school year be lengthened by state and/or federal mandate beyond the 180 student instruction days, representatives of the Association and the Board shall meet for the purpose of negotiating compensation for the additional mandated days unless such is contrary to law.
- B. The Board reserves the right to modify the calendar in order to achieve the minimum number of student instructional days and hours as required by law including the makeup of "Act of God" days if the makeup of some or all is mandated as a condition of full receipt of state aid.
- In the event that the calendar (s) must be modified in accordance with this Section, said modification shall be jointly worked out between the administration and the Association in the same manner as described within Section C of this Article.
- Teachers will receive their regular pay for days that are canceled but shall work on the rescheduled days with no additional compensation.
- C. School year calendars shall be jointly developed between the administration and the Association. Criteria used to set such calendar will be:
1. State law and school funding requirements,
 2. Community expectation,
 3. Coordination with other programs utilized by Olivet students,
 4. In-service goals and record keeping needs,
 5. Meeting the educational needs of students.

**ARTICLE VIII - PROFESSIONAL QUALIFICATIONS
AND TEACHING ASSIGNMENTS**

- A. 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 or their major or minor fields of study. The Association shall be notified in each such instance of misassignment. Temporary shall be defined for purposes of this Article as not to extend beyond the current semester.
- B. Teachers will be notified and consulted on tentative assignments by their principals no later than August 1st annually.
- C. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a Bachelor's degree from an accredited college or university, and/or a valid Michigan teaching certificate or waiver, or as may be authorized by State law. Failure to file the certificate with the Superintendent's office or loss of certification may result in loss of employment.
- D. The Board agrees, whenever reasonably possible, that no teacher in the secondary grades (grades 7-12) shall be assigned more than three (3) preparations per semester. When hiring teachers, the Board will try to select teachers with certification in areas needed for reducing the number of preparations to three (3) or less.
- E. Present courses in the curriculum or courses added to the curriculum through interactive television and cooperatives with other school districts and other educational institutions will not result in layoffs or prevent a recall of teachers on the seniority list.

ARTICLE IX - VACANCIES, PROMOTIONS AND TRANSFERS

- A. Whenever any permanent vacancy in a teaching position in the district shall occur or whenever a new teaching position is created, the Board shall publicize the same by giving written notice of such vacancy to the president of the Association and provide for appropriate posting on the bulletin boards in the teachers' workroom. The vacancy will remain posted for a period of ten (10) school days and will not be permanently filled until the expiration thereof.
- B. The provisions of paragraph A shall be continued until August 1st of each year of this contract. From August 1st until the beginning of the new school year, vacancies shall be posted in the Superintendent's Office for a minimum of five (5) working days before being permanently filled. Copies of the notices shall be sent to the President and Secretary of the Association at the time of posting in the Superintendent's Office.
- C. Any teacher possessing the qualifications to apply for such vacancy may do so in writing to the Superintendent's Office within the posting period. The Board agrees to give due

weight to length of service in the district, professional background and attainments of all applicants, building, class level, area of specialization, and other relevant factors.

- D. The Board reserves the right to transfer a teacher without request and to deny application as above specified. The Superintendent, upon request from the teacher affected, shall show cause why a teaching position was not filled by a staff member or why a transfer was made.
- E. An employee who transfers to an administrative or executive position after September 1, 1979, and who later returns to a position within the bargaining unit shall resume seniority and all other rights and benefits under the contract that he/she had prior to leaving the bargaining unit.

ARTICLE X - PAID LEAVES OF ABSENCE

- A. All full-time teachers shall be credited twelve (12) days per year with pay which may be used for the following reasons:
 - 1. Personal illness or disability.
 - 2. Critical illness in the immediate family up to a maximum of five (5) days per school year. Immediate family shall be defined as spouse, siblings, children, grandchildren, parents, grandparents, parents-in-law and household dependents.
 - 3. Up to one (1) day per school year, with no more than five (5) teachers attending the same funeral, for attendance at the funeral service of person whose relationship to the teacher warrants such attendance.
 - 4. The time necessary for attendance at a school graduation of a son, daughter, husband or wife, as approved in the sole discretion of the Superintendent.
- B. The foregoing sick leave will be granted upon the following conditions:
 - 1. Accumulation: Each sick day shall accrue at the rate of one (1) and one-sixth (1/6) day per month of employment and each day shall accrue as of the first day of each month of the school year. New teachers to the system may use up to a total of six (6) days sick leave without prior accumulation after they have taught six (6) full days without absence. Other teachers may use all twelve (12) days without prior accumulation. Adjustment for used, but unearned, sick leave shall be deducted from the last paycheck.
 - 2. Sick leave may be accumulated to a maximum of one-hundred and ten (110) days.
 - 3. At the beginning of each school year, the administration shall notify the teacher of the total number of sick leave days previously accumulated, plus those available for the ensuing year as per Master Contract provisions.

4. A teacher who anticipates a prolonged disability, such as scheduled surgery, maternity or confinement to home or hospital shall notify the building principal in writing thirty (30) calendar days in advance or as soon as possible of the impending disability. The written notification shall contain the projected dates of confinement. The use of sick leave shall be only for the duration of actual incapacity. The Board reserves the right of written verification or consultation with or from a physician.
 5. The Association recognizes that abuse of sick leave is unprofessional conduct and accordingly agrees to work with the Board and Administration to discourage such abuse.
- C. At the beginning of each school year, each teacher shall be credited with three (3) days non-cumulative to be used for the teacher's personal business and only one (1) of which may be used as a "floating holiday". Any days not used will be added to accumulated sick leave.
1. The "floating holiday" may not be used to extend a holiday or vacation; the employee must provide at least two (2) working days notice; and not more than four (4) such days will be used system-wide nor more than two (2) such days will be used per building on the same day.
 2. Teachers newly employed in the system shall have personal business days available only after the completion of thirty (30) teaching days. Any teacher planning to use a personal leave day or days shall notify the principal at least three (3) days in advance, except in cases of emergency. No personal leave days will be granted by the administration on the day preceding or succeeding a holiday or vacation. Personal business days may be used for business of the teacher which cannot be otherwise scheduled outside of the normal teaching day and may not be used for recreational, shopping or other employment purposes.
- D. Teachers may, upon the approval of the Superintendent, visit other schools or attend educational conferences or conventions without loss of pay.
- E. If a teacher shall be called for jury duty or as a witness to give testimony before a Court of competent jurisdiction on behalf of the Board of Education, the teacher, shall receive the normal salary less any compensation received by or through the Court.
- F. Teachers may receive up to a maximum of five (5) days per school year for death in the immediate family as herein before defined.
- G. The Association shall be credited with eighteen (18) days per year, with no more than six (6) man-days taken at any one time (i.e., these six (6) days being used in any combination totaling this number). The Association agrees to notify the Board, or its agent, no less than forty-eight (48) hours in advance of the date for intended use of said leave. The Association agrees to provide the reimbursement to the General Fund of the Board of Education for substitute pay when such leave is taken.

ARTICLE XI - UNPAID LEAVES OF ABSENCE

- A. Leaves of absence without pay may be granted for the following enumerated reasons and conditions listed thereunder upon written request of the teacher to the Board of Education. These leaves will be granted in the sole discretion of the Board of Education which reserves the right to specify the beginning and terminating dates of the leaves of absence. Requests may be filed for:
1. Study related to the teacher's licensed field. This leave of absence will be considered for the maximum length of one (1) year.
 2. Participation in exchange teaching programs.
 3. Foreign or military teaching program.
 4. Peace Corps.
 5. Teacher Corps.
 6. Job Corps
 7. Other leaves of absence may be granted without pay in the sole discretion of the Board of Education upon receiving from the requesting teacher, in writing, the purpose of the leave of absence, probable advantage to the school district, length of leave requested, and such other information that will assist the Board of Education in making a decision concerning the leave of absence.
 8. Leaves required by law and within the legal constraints of this agreement.
- B. With the Board's approval, a leave of absence up to a period of one (1) year shall be granted to any employee for the purpose of child care in circumstances similar, but not limited to care for the newborn child or newly adopted child; care for the seriously ill or terminally ill child. Said leave shall commence upon request of the employee, except that the adoptive parents' leave shall commence no earlier than placement of the child in the adoptive parents' home.
1. Reinstatement shall be to a position within the teacher's certification.
 2. An extended leave may be granted up to a period of one (1) year through written request of the teacher. Upon return from the extended leave, reinstatement shall be to the first available position for which the teacher is certified.
 3. Use of the above leave for purposes other than child care may result in dismissal.
- C. Any teacher anticipating adoption of a child may apply for the adoption leave which shall be granted upon the following conditions:

1. The teacher shall apply for the leave within fourteen (14) days after receiving the initial approval for adoption from the supervising agency.
 2. The request shall contain probable length of leave and date of commencement if known at that time. If not known at the time of the initial request, the teacher shall notify the Board, upon receipt of notice of placement by the supervising agency, of the anticipated date of commencement of the leave.
 3. The Board reserves the right to specify beginning and ending dates to correspond with the beginning or ending of a school year, semester, or marking period.
 4. Said leave may be granted up to a maximum of one (1) year at the discretion of the Board, and, upon written request, may be renewed subject to the applicable provisions of the original request.
 5. In the event of unforeseeable circumstances, the teacher may request, in writing reinstatement prior to the expiration of the original leave request. The Board, in such instances, reserves the right to approve or deny such requests on an individual basis.
- D. A teacher may apply, in writing, to the Board for a leave of absence stating the reason therefor at least sixty (60) days in advance of the requested beginning date. The Board may, in its discretion, grant such a leave specifying the beginning and ending dates of the leave with such not exceeding one (1) school year.
- E. In the event the Board shall place a tenure teacher on an unrequested leave of absence in accordance with Article V, section 2 of the Tenure Act, the teacher shall have the right to be returned to a teaching position within his/her certification.
- F. It is expressly understood that all of the foregoing leaves of absence without pay shall not entitle the teacher to accumulation of any benefits unless required by law. However, return at the specified date of termination will entitle the teacher to restoration of a benefits previously under this contract. Upon return from the leave of absence, the teacher shall be placed upon the appropriate step of the salary schedule without credit for the time during the leave of absence. A leave shall not exempt a teacher from the provision of the layoff procedure contained in this contract.
- G. Any teacher failing to return from a leave of absence on the date specified for the termination of the leave shall conclusively be deemed to have resigned from the school system. For convenience sake when requested by the teacher, the administration will mail notice two (2) weeks in advance of the termination date of the leave.
- H. Teachers who are elected or appointed full-time officers or staff of the ECEA, MEA or NEA should be given a leave of absence without pay provided written application submitted sixty (60) days in advance of the projected commencement of the leave.

ARTICLE XII - EVALUATION PROCEDURE

- A. The evaluation of the performance of each employee in the school system in the responsibility of the administration. Before evaluation begins in any school year, the building administrator will meet with the teacher (s) in his/her building to discuss criteria for evaluation.
- B. All formal monitoring and observation of the work of a teacher shall be conducted openly and with the teacher's knowledge.
- C. The Board and the Association recognize that the ability of pupils to progress and mature academically is the 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.
- D. The administration will assist teachers in improving instruction through direct observation of the teacher's work and through providing written summaries of those observations. Probationary teachers shall be observed for at least thirty (30) minutes once each semester and prior to April 1st. Tenure teachers shall be observed for at least thirty (30) minutes and evaluated at least once every two (2) years. A teachers' Individual Development Plan will be developed by the Administration as required by the Teacher Tenure Law.
- E. After the formal observation of a teacher, the administrator shall provide the written summary, with recommendations if necessary, to the teacher within ten (10) working days of said formal observation. The administrator shall schedule a conference with the teacher to discuss the written evaluation.
- F. A teacher shall receive a copy of the written evaluation and shall have the right to make comments (in writing) in response to the evaluation. Said written rebuttals or clarification shall be attached to the copy placed in the teacher's personnel file within ten (10) working days of the conference.
- G. If an administrator believes a teacher is doing unacceptable work, the reasons therefore shall be set forth in specific terms as shall an identification of the specific ways in which the teacher is to improve, and of assistance to be given by the administrator and other staff members.
- H. The formal evaluation form to be used is attached hereto as Appendix B.

Another instrument may be substituted for the form in Appendix B provided that the substitute instrument has been agreed upon by the principal (s) and his/her staff and that a copy of that instrument has been placed on file with the President of the Association and the Superintendent of Schools. This file copy shall have attached a written statement of acceptance signed by a three (3) member faculty committee, selected by the teachers in the building, and the head building administrator. It is understood that this process must be followed each year this Agreement is in effect in order to use an instrument different than the recording form in Appendix B.

- I. Any complaint made against a teacher by a parent, student or other person which will be used in any evaluation, disciplinary evaluation action, or added to the personnel file, shall be promptly called to the attention of the teacher.

ARTICLE XIII - PROFESSIONAL IMPROVEMENT

- A. The Board agrees to provide funds for teachers attending conferences, professional or inservice training sessions approved by the Superintendent. Teachers shall make written application and receive approval prior to making plans to attend such functions. The expenses incurred shall be reimbursed upon receipt of the approved expense voucher (s), which are available in each building office. No loss of compensation will occur.

ARTICLE XIV - CONTINUITY OF OPERATIONS

- A. The Association recognizes that strikes, as defined by Section 1 of Public Act 336 of 1947 of Michigan, as amended, by public employees, are contrary to law and public policy, The Association agrees that during the term of this Agreement it will not direct, instigate, participate in encourage or support any strike against the Board by any employee or group of employees.

ARTICLE XV - SPECIAL AND STUDENT TEACHING ASSIGNMENTS

- A. The Board agrees to make every effort to provide intern teachers with texts, guides, and building policies to assist them during this period.
- B. The Board and the Association agree that extra curricular assignments will be made on a voluntary basis. Both parties further agree that where members of the Association have been given the opportunity to fill said extra curricular assignments and have declined such, the Board is free to fill said positions with individuals outside the bargaining unit. Bargaining members must apply annually and must not have been terminated from the position.
- C. Assignments of the driver education and summer school program will be made by the Board on the basis of preference to certified OEA members.
- D. Assignment and supervision of student teachers shall be on a voluntary basis. Said supervising teachers shall have a minimum on three (3) year teaching experience and have attained tenure status with the district.

ARTICLE XVI - STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. If a classroom teacher has reason to believe a student under his/her supervision should appropriately be referred for special services through Intermediate School District or other

services available to the Board, the teacher shall request a referral form from the principal and discuss the particular student behavior with the principal. Upon completion of the referral form by the teacher and approval by the principal and the parent, the form shall be forwarded to the Intermediate School District. It is understood that progress on the referral once forwarded to the Intermediate School District lies solely with the Intermediate School District. The principal will provide the teacher with information he/she receives as it becomes available and where permitted by law.

- B. Any case of assault upon a teacher by a student shall be promptly reported to the building principal.
- C. A written statement by the Board governing use of corporal punishment of students shall be publicized to all teachers at the beginning of the school year or upon subsequent modification thereof. Teachers involved as a defendant in civil litigation where the teacher acted in accordance with state statute and Board policy as determined by the Board pertaining to corporal punishment, may request legal assistance through the Board's attorney if they are not otherwise protected by insurance. Upon such request, the Board shall provide legal assistance through trial if necessary. The Board shall have the right to control settlement and appeals for its obligation hereunder shall be at an end. Time lost as a result of litigation will not be charged against the teacher's leave days where the Board has determined the teacher has acted within the scope of Board policy and state statute.
- D. Least Restrictive Environment and Medically Fragile Students The parties acknowledge that the policy of Least Restrictive Environment (LRE) is legally mandated. They also recognize that the extent to which any individual handicapped student should participate in regular education programs and services involves consideration of that student's unique needs as determined by an Individual Educational Planning Committee (IEPC). If delivery of related school health services is necessary to provide a student with a free appropriate public education, as mandated by the Individuals with Disabilities Education Act, those functions shall be performed by a qualified person. Where mandated school health services are necessary to maintain a student in the classroom, appropriate training will be provided to each teacher prior to the placement of that special education pupil in the teacher's room. The Employer shall pay all costs in connection with the training.
- E. The Board and Administration recognize their responsibility to give reasonable support and assistance in the maintenance of control and discipline in the classroom.
- F. The Board will reimburse teachers on duty for damage or destruction of clothing or personal effects as a result of student misbehavior where the teacher is acting within the scope of Board policy if not otherwise covered by insurance.
- G. A teacher may exclude a pupil from one 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. In such cases, the teacher will direct the pupil to the principal's office and shall give full particulars of the incident to the principal.

- H. All teachers are covered by Michigan's Worker's Compensation Law. Accidents and injuries are to be reported to the employee's supervisor immediately. Employer liability shall be in accordance with the law.

ARTICLE XVII - SENIORITY, LAYOFF AND RECALL

- A. The Association acknowledges that among the rights reserved by the Board of Education is the authority to curtail programs including the establishment of partial day sessions and to reduce staff when, in its judgment, efficient operation of the Schools.
- B. In the event it becomes necessary to reduce the number of teachers through layoff from employment the Board shall lay off in accordance with the following:
1. The best qualified teachers by certification and seniority shall be retained.
 2. Tenure teachers will be given priority over probationary teachers where the tenure teacher is both certified and qualified for the remaining positions.
- C. Seniority shall be determined from the last day of hire. Teachers who have had a leave of absence without pay since their last date of hire shall not accrue seniority during such leave time, except any teacher re-employed pursuant to Section 1 of Act 145 of 1943 as amended (Military Service Leave) shall continue seniority while on leave.

Regular employed part-time teachers shall accrue seniority the same as full-time teacher. Term substitutes shall not accrue seniority during the period of their employment as term substitutes unless they are immediately thereafter hired on a permanent basis. Title I and other special or federal program teachers shall accrue seniority the same as all other teachers. "Date of hire" shall be defined as the first day the teacher reported for work pursuant to instructions by the Board. If two or more teachers have the same last "date of hire," a drawing will be held at a time and place which will reasonably allow the teachers and Association representatives to be present for the purpose of final determination as to their ranking on the seniority list.

- D. At the beginning of each school year the Administration shall prepare a seniority list. The list shall be submitted to each member of the bargaining unit for their review no later than the first school day in October. Any errors or disagreements regarding the seniority list shall be submitted, in writing, to the Association President and Superintendent no later than the first school day in November. The parties shall meet to resolve any differences if necessary during the month of November. If no differences exist or if no grievances are filed on unresolved differences by the last school day in November, the seniority list may not thereafter be challenged and it shall be conclusively deemed correct. The final seniority list shall thereafter be given to the Association for distribution.
- E. Notice of Layoff. In the event the Board determines a layoff is necessary, it shall compile a list of the teachers to be affected and submit same to the Association President and the affected teachers. Any errors or disagreements regarding the proposed layoff list shall be submitted in writing to the Superintendent within seven (7) days of receipt of the list. In the event the parties cannot agree upon a list, said dispute may be submitted to binding arbitration (in accordance with the final step of the grievance procedure) within fourteen (14) days of receipt of notice at the request of the Association.
1. Layoff notices shall be in writing specifying the effective date of layoff.
 2. A teacher shall be notified of layoff by certified mail, return receipt requested, to the last known teacher's address as filed with the administration.
 3. No teacher shall be laid off for any school year or portion thereof unless notified of said layoff at least thirty (30) calendar days prior to the effective date of the layoff.
- F. Where the Board effectuates a recall, it shall be in inverse order of layoff provided the teacher is certified and qualified to fill the position. Notice of recall shall be made by certified mail, return receipt requested, to the last known address of the teacher being recalled. The teacher shall notify the Superintendent of his/her intention to return within fourteen (14) days from the date of receipt of the notice or be conclusively considered resigned. The local Association President will be notified in those cases where the recall notice is returned unsigned. Rights of recall shall not exceed three (3) years.
- G. In the event of a necessary reduction in staff, the Board agrees to actively consider all request for leaves of absence as an alternative to staff reduction.
- H. Teachers who may be returning from a leave of absence and who will be affected by a projected layoff, shall receive notice of layoff in accordance with the provisions of paragraph E above.
- I. All fringe benefits shall terminate as of the effective date of layoff except health insurance premiums earned in advance of layoff will be continued until the proration runs out. An employee may continue group benefits at his/her own expense provided the insurance carrier permits and as is provided by law.

- J. In the event that teacher is placed on layoff during the months of June, July, and/or August of any year this contract is in effect, collects, unemployment compensation, and is subsequently recalled to a teaching position, it is clearly understood that the teacher's salary shall be adjusted so that the combination of unemployment compensation and teacher wages shall not exceed what the teacher would earn for the year on the teacher salary schedule in effect.
1. The means of adjusting the teacher's compensation shall be worked out between the teacher and the business office of the District within the first ten (10) days of the teacher reporting back for duty.
 2. The Board agrees to hold the Association harmless from any and all costs, claims, suits, or other forms of liability that may arise out of any action taken by the Board or administration in reliance upon or compliance with the provisions of this Article.

ARTICLE XVIII - COMPENSATION

- A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. The salary schedule is based upon a normal teaching assignment and on the regular school calendar herein defined.
- B. The salaries to be paid for extra and/or co-curricular activities are set forth in Schedule B which is attached to and incorporated as part of this Agreement.
- C. When asked to substitute for another teacher, a faculty member shall receive additional compensation at the rate per class as follows:
- \$16.00 for 1996-1997
\$17.00 for 1997-1998
\$18.00 for 1998-1999
- D. Participation in extra-curricular events after the regular school day shall be voluntary.
- E. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance of current I.R.S. mileage rate, payable at the end of the school year upon receipt of an itemized travel voucher. The same allowance shall be given for use of personal cars for field trips or other business of the district approved by the Superintendent.
- F. A teacher engaged during the school day in negotiating on behalf of the Association with representatives of the Board or participating in any professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary.
- G. A substitute teacher will be given credit on the pay scale, if hired as full-time professional employee, as follows:

1. Seventy (70) days of substitute teaching or sixty (60) consecutive days in one (1) year shall be equal to one-half (1/2) year of the pay scale.
 2. One hundred forty (140) days of substitute teaching or one hundred twenty (120) consecutive days of teaching in one (1) year shall be equal to one (1) full year of experience.
 3. Written verification of substitute days shall be the responsibility of the teacher seeking employment.
 4. Time shall be allowed only for substitute service in this school district.
- H. A severance payment of one percent (1%) of Step 1 of the current year, per year of service, shall be paid upon terminating employment, providing the teacher shall have been employed in this school district for fifteen (15) years. Maximum time allowed shall be twenty-five (25) years.
- I. Teachers may be given full credit, up to a maximum of eight (8) years of experience on the Salary Schedule as set forth in Appendix A for full years of teaching experience in any school district.
- J. At the beginning of each school year teachers shall be advanced to the appropriate step on the salary schedule.

Certified professional employees hired or rehired on a full-time basis after having taught in the District on a less than full-time basis shall earn credit toward advancement on the appropriate salary schedule as follows:

1. An individual who teaches at least one (1) period per day per school year shall receive one-half (1/2) step credit for each two (2) years of employment at such levels.
2. An individual who teaches two (2) periods per day per school year up to the equivalent of a half-day (1/2) assignment, as per the staff in the building assigned, shall receive one-half (1/2) step credit for each year so employed.
3. An individual who teaches more than half-time per school year, but less than full-time, shall receive one (1) full step credit on the appropriate salary schedule for each year so assigned.
4. Individuals who are assigned on a part-time basis, as herein defined, for a semester or more, but less than a normal schedule for a full school year, shall earn salary advancement credit at one-half (1/2) the rate described within provisions 1, 2, and 3. However, no advancement credit will be recognized until such time as the earning of such credit falls within the specifications of provision five (5).

5. It is expressly understood that salary credit experience shall be granted only in half-steps (1/2) or full-steps as per this provision and not in any fractional portions thereof.

K. The teacher shall have an option of choosing to be paid on a twenty-two (22) or twenty-six (26) pay period basis. Such option shall be made prior to the end of the first day of school.

L. Regularly employed part-time teachers will be paid on a prorate basis in accordance with the salary schedule and for fringe benefits. However, preparation periods will not be allowed for any teacher teaching one-half (1/2) time or less. The prorate shall be as follows:

~~Should the Board deviate from six (6) class periods at the High School and seven (7) class periods at the Junior High School, the salary and fringe benefits of part-time personnel shall be pro-rated to correspond with the number of class periods established and implemented by the Board.~~

~~High School (9-12) Grades
Assigned Teaching Load
(in hours)~~

- ~~1~~
- ~~2~~
- ~~3~~
- ~~4~~
- ~~5~~
- ~~6~~

Professional Compensation
Fringe Benefit Factor

- ~~1/6~~
- ~~1/3~~
- ~~1/2~~
- ~~2/3~~
- ~~5/6~~
- 1.0

~~Junior High (7-8) Grades~~

- 1
- 2
- 3
- 4
- 5
- 6
- 7

- 1/7
- 2/7
- 3/7
- 4/7
- 5/7
- 6/7
- 1.0

I thought the parties agreed to this change.

Am I incorrect?

Due to the nature of guidance counselor and social worker positions, it is permissible to be hired part-time without a specified length of preparation period.

M. An affirmative attendance policy is hereby instituted and shall be implemented as follows:

1. Teachers who use no sick leave time in any given year shall be compensated at the current substitute teacher rate for three (3) days.

2. Teachers using no more than one (1) sick leave day in any given year shall be compensated at the current substitute rate for two (2) days.
3. Teachers using no more than two (2) sick leave days in any given year shall be compensated at the current substitute teacher rate of one (1) day.

N. All hours taken by any member of the teaching staff, in order to be applicable to lateral transfer in salary columns, must conform to the following interpretations:

1. Hours for student teaching shall not count unless approved by the Superintendent prior to enrollment in the course. Approval of any and all credit hours shall not be unreasonably or unjustly withheld by the Superintendent. It is agreed that three (3) term hours shall equal two (2) semester hours.
2. BA+18 - Hours must be taken after the acquisition of the provisional certificate and must be applicable to the permanent/continuing certificate. If hours are not accepted by Department of Education for purposes of permanent/continuing certification (BA+18 or BA+30), they shall not count at a later date for any other lateral column unless they were taken pursuant to a Masters or Ed Specialists degree, or received prior written administrative approval. Any teacher who shall be required to enroll in a specific course through administrative directive shall be entitled to apply the same toward placement on the appropriate salary schedule. Administrative directives to take certain courses must be in writing and approval forms must be signed.
3. BA+30/MA - The successful completion of twelve (12) additional hours of graduate credit after placement of the BA+18 column will qualify the employee for placement on the BA+30/MA salary schedule provided said hours are approved by the Superintendent and the employee has acquired permanent and/or continuing certification. Exceptions: Hours taken toward a Master's degree in a college approved program or pursuant to a 30-hour permanent certificate as per D.O.E. R390.1133. It is understood that the teacher proceeds at his/her own peril if the hours taken pursuant to this exception have not received prior approval of the Superintendent and for whatever reason the teacher does not receive either the MA or 30-hour permanent certificate.
4. MA+15 - All hours taken in order to qualify must be taken after the acquisition of the Master's degree, must be in the field of education or teacher certification, and must be at a graduate level. Approval of the Superintendent is required prior to enrolling in the course. A Master's degree which requires forty-five (45) graduate semester hours beyond a Bachelor's degree shall qualify an employee for placement on the MA+15 salary schedule.
5. MA+30/Ed. Specialist - In order to qualify for this column, all hours must be taken and be applicable to a "planned program in the field of education". The planned program means planned by the college or university and not just the teacher. A two (2) year Master's program shall be defined as requiring sixty (60) or more hours of graduate credit beyond a Bachelor's degree.

6. (a) In order to be eligible to advance to another column, proof of successful completion in the form of a college transcript, copy of the certificate, or a letter from the state Department of Education, Division of Certification, indicating the certificate will be issued, or if a college transcript of a course is not available, a letter from the course instructor or registrar's office will suffice. One of the above enumerated proofs must be on file with the Superintendent prior to September 5th or January 15th of the year in which the course was completed. No retroactive payment will be permitted for late filing.

(b) Adjustment dates for transfer from one salary schedule to another shall be September 5th and January 15th.
- O. Credit on the salary schedule may be given at the discretion of the Superintendent up to a maximum of two (2) years for related business or educational experience in the case of newly employed teachers.
- P. Any teaching assignment which results in additional contact hours beyond that of a normal teaching position shall result in that teacher being compensated additionally on a pro-rata basis at 1/7 for middle school and high school.
- Q. CEU credits will apply to movement on the salary schedule. It is agreed that 10 contact hours will equal 1 CEU and 3 CEU's equal 1 semester of credit. CEU credits must be certified by the State Department of Education and approved by the Superintendent before attending the conference.
- R. Longevity payments shall be provided as follows: After a teacher has completed 15-25 years of service with Olivet Community Schools, he/she will receive an annual stipend of 1.00% of his/her salary schedule step. A teacher with an excess of 25 years of service with the District will receive a stipend of 2.00% of his/her salary schedule step. The stipend will be paid in the last pay in June.

ARTICLE XIX - INSURANCE PROTECTION

- A. The Board shall provide, without cost to the employee, MESSA's PAK protection for a full twelve (12) month period for the employee's entire family. It is the employees responsibility to sign up for this coverage.
 1. For those enrolled in Plan A, this shall be, inclusively and limited to the same, MESSA's Super Care I, Delta Dental Plan E 007 (80/80/80), \$1,300; twenty thousand dollars (\$20,000) negotiated life, AD&D, and vision, VSP-2.
 2. For those employees not wishing health insurance, coverage shall be as follows: Delta Dental Plan C 007 (50/50/80), \$1,300; vision -- VSP-3, and twenty-five thousand dollars (\$25,000) in negotiated life insurance, AD&D.

In addition for employees selecting the above, the coverages may be supplemented by any of the MESSA, MEA Financial Services, MEA or NEA sponsored options up to a limit of the equivalent of a single subscriber's rate, Super Care I, premium.

3. Teachers shall be provided LTD at the following specifications: 70%, \$3,500 maximum, 60 calendar days - modified fill, Freeze on offsets,, Alcoholism/drug addiction 2 years, Mental/nervous 2 years.
- B. If a husband and wife are members of the same bargaining unit, one will be eligible for A-1 and the other A-2 as described in Sections A-1 and A-2 of this Article.
- C. During the life of this contract no options other than those listed herein shall be added to and/or become a part of the PAK Program at District expense.
- D. The Board shall allow the MEA Tax-Deferred Annuity Plan through salary reduction pursuant to Section 403 (b) of the Internal Revenue Code of 1954, as amended.
- E. An employee that teaches at least ten (10) days in any month of the school year will have the fringe benefits continued at the employer's expense as above specified for that month. Any employee that teaches less than ten (10) days in a month may continue fringe benefits at his/her own expense provided it is allowed by the carrier of the insurance.

An employee that teaches at least ten (10) days in any month ... "shall include any and all paid leaves granted pursuant to Article X of the Master Agreement." It is recognized that holidays, vacations and other periods when school is not in session as negotiated in the school calendar and that "Act of God" days shall serve as exceptions to the requirement for teaching ten (10) days in any month.

- F. An employee that works the entire school year (9 months) will be entitled to twelve (12) months of insurance.
- G. Payroll deduction shall be available for all current MESSA Programs. Any additions other than the above shall be made by a joint decision of the Board and the Association.
- H. The District will develop and implement a Section 125 Plan (cash in lieu of benefits for contributions to insurance plans). The District will choose the organization which administers the Section 125 plan.

ARTICLE XX - GRIEVANCE PROCEDURE

- A. A grievance shall be an alleged violation, misinterpretation or misapplication of the expressed terms of the contract.

The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

1. The termination of services of or failure to re-employ any probationary teacher.

It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).

- B. The Association shall designate building representatives to handle grievances when requested by the grievant. The Board hereby designates the principal of each building to act as its representative at Level One as hereinafter described and the Superintendent or his/her designated representative to act at Level Two as hereinafter described.
- C. The term "days" as used herein shall mean days in which school is in session.
- D. Written grievances as required herein shall:
 1. Be signed by the grievant, grievants or the Association.
 2. Be specific.
 3. Contains a synopsis of the facts giving rise to the alleged violation.
 4. Cite the section or subsections of the contract alleged to have been violated.
 5. Contain the date of the alleged violation.
 6. Specify the relief requested.

Any written grievance not substantially in accordance with the above may be rejected as improper. Such rejection shall not extend the time limits hereinafter set forth except a grievance shall be returned for correction to the grievant. If the time limits have expired, the grievant shall have one (1) day in which to correct the grievance and resubmit same before the grievance shall be denied as untimely.

- E. **Level One** - A grievant shall, within five (5) days of the alleged occurrence of the grievance, orally discuss the matter with the building principal in an attempt to resolve the grievance.

If no resolution is obtained within three (3) days of the discussion, the teacher shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two.

Level Two - A copy of the written grievance including statement of the Association's position shall be filed with the Superintendent or his/her designee. Within five (5) days of receipt of the grievance, the superintendent or his/her designated agent shall arrange a meeting with the grievant and/or the designated Association representative at the option of the grievant to discuss the grievance. Within five (5) days of receipt of the discussion, the Superintendent or his/her designated agent shall render his/her decision in writing, transmitting a copy of the same to the grievant, the Association secretary and the building principal. If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant, the grievance may be appealed to the Board of Education by filing a written grievance along with the decision of the Superintendent with the secretary of the Board of Education within ten (10) days from the decision or ten (10) days from the discussion if no decision is rendered.

Level Three - The Board shall establish a committee of three (3) Board members for the purpose of hearing grievances at the board level. Upon proper appeal as specified in Level Two, the committee shall, within ten (10) day of filing the appeal with the Board, meet with the Association representatives and/or the grievant as well as the administrative representatives for the purpose of hearing the grievance. The committee shall then prepare a report to be given to the full Board containing its recommendation and the Board shall, at its next regularly scheduled or special meeting (whichever shall come first), render its decision on the grievance in writing.

A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the building principal for the building in which the grievance arose, the grievant, and the secretary of the Association.

Level Four - Individual teachers shall not have the right to process a grievance at Level Four.

1. If the Association is not satisfied with the disposition of the grievance at Level Three, it shall, within twenty (20) days after the decision of the Board, refer the matter to arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he/she shall be selected by the American Arbitration Association in accordance with its rules.
2. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels. Each party shall submit to the other party, not less than three (3) days prior to the hearing, a pre-hearing statement alleging facts, grounds and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.
3. The decision of the arbitrator shall be final and binding upon employees, the Board and the Association; subject to the right of the Board or the Association to judicial review. Any lawful decision of the arbitrator shall be forthwith placed into effect.

4. Powers of the arbitrator are subject to the following limitations:
 - a. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - b. He/she shall have no power to establish salary scale not specifically provided in the contract.
 - c. He/she shall have no power to interpret state or federal laws.
 5. After a case on which the arbitrator is powered to rule hereunder has been referred to him/her, it may not be withdrawn by wither party except by mutual consent.
 6. If either party disputes the arbitrability of any grievance, the arbitrator shall issue his/her opinion thereon prior to proceeding to the merits of the case.
 7. The cost of the arbitrator shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.
- F. Should a teacher or the Association fail to institute or appeal a decision within the time limit specified, the grievance shall automatically be denied.
- G. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher or a participating Association representative are to at their assigned duty stations unless the administration shall give its prior approval.
- H. Time limits may be extended by written mutual consent only.

ARTICLE XXI - SCHOOL IMPROVEMENT

- A. A School Improvement Plan (SIP) shall be defined as a plan, program, or process required under Section 1277 of the School Code of 1976 (1990 P.A. 25) or corresponding provisions of the State School Aid Act, 1979 P.A. 94, as amended.
- B. Individual membership in any School Improvement Team (SIT) shall be voluntary.
- C. Participation or non-participation in any SIP or SIT shall not be used as criteria for evaluation, discipline or discharge.
- D. Areas identified for school improvement planning are not intended to extend beyond the scope of the traditional decision-making authority of building level administrative staff.
- E. Recommendations made by any site-based committee or School Improvement Team at the building or District level which would necessitate waiver of a provision of this contract, such recommendation shall be subject to approval by the Board and the Association.

ARTICLE XXII - NEGOTIATION PROCEDURE

- A. By March 1 of the year in which the contract expires, either party may, upon written notice to the other party, initiate negotiations for a successor agreement.
- B. There shall be three (3) signed copies of the final Agreement on record. A copy shall be retained by the Board, the Association and the Superintendent.
- C. The Superintendent and the designated Association representative may meet as necessary at the request of either party for the purpose of reviewing the administration of the contract and to resolve any problems which may arise. These meetings are not intended to bypass the grievance procedure.
- D. Neither party in the negotiations shall have any control over the selections of the negotiating representatives of the other party.

ARTICLE XXIII - COMPLETION OF AGREEMENT

- A. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, voluntarily and unqualifiedly waive the right, and each give that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. Matters of common concern may be subject to negotiations during the period of this Agreement upon consent of both parties.

ARTICLE XXIV - MISCELLANEOUS PROVISIONS

- A. This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the Board and the Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.
- B. Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of the agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties.

- C. If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be deemed null and void except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. The Board and Association will share the cost of printing final copies of this Agreement.
- E. The Community School Program does not come under the terms and provisions of this Agreement.

**ARTICLE XXV - ANNEXATION, CONSOLIDATION,
CHANGE IN SCHOOL BOUNDARIES**

- A. During the life of this Agreement, if annexation, consolidation, or the boundaries of the school District change, the Board agrees to notify the Association, in so far as it is in the ability of the Board to do so, in advance so the Association may bargain the effects, if any, of that change on its members prior to implementation.

ARTICLE XXVI - DURATION OF AGREEMENT

This Agreement shall be effective retroactive to the 1st day of July, 1996 and shall continue in full force and effect through the 30th day of June, 1999.

FOR THE BOARD OF EDUCATION

FOR THE ASSOCIATION

President, Board of Education

Olivet EA PN Chair

Secretary, Board of Education

Olivet EA President

Superintendent of Schools

MEA Uniserv Director

SCHEDULE A - 1996-97 SALARY SCHEDULE

	BA	BA+18	BA+30/MA	MA+15	MA+30
1	26,677	27,462	28,242	28,996	29,803
2	27,978	28,787	29,611	30,435	31,249
3	29,275	30,119	30,985	31,843	32,705
4	30,569	31,462	32,355	33,257	34,154
5	31,860	32,792	33,726	34,687	35,600
6	33,152	34,123	35,103	36,072	37,054
7	34,447	35,454	36,471	37,484	38,506
8	35,997	37,055	38,114	39,176	40,243
9	37,556	38,650	39,760	40,867	41,980
10	39,104	40,251	41,411	42,565	43,722
11	40,657	41,854	43,056	44,248	45,453
12	42,873	44,130	45,868	47,146	48,421
Longevity 1%	429	441	459	471	484
Longevity 2%	857	883	917	943	968

SCHEDULE A - 1997-98 SALARY SCHEDULE

	BA	BA+18	BA+30/MA	MA+15	MA+30
1	27,611	28,423	29,230	30,010	30,846
2	28,957	29,795	30,648	31,501	32,343
3	30,299	31,173	32,070	32,958	33,849
4	31,639	32,564	33,488	34,421	35,349
5	32,975	33,940	34,907	35,901	36,846
6	34,312	35,317	36,332	37,334	38,351
7	35,653	36,695	37,748	38,796	39,853
8	37,257	38,352	39,448	40,547	41,652
9	38,870	40,002	41,152	42,298	43,449
10	40,473	41,660	42,861	44,055	45,253
11	42,080	43,319	44,563	45,796	47,044
12	44,373	45,675	47,473	48,796	50,116
Longevity 1%	444	457	475	488	501
Longevity 2%	887	913	949	976	1,002

SCHEDULE A - 1998-99 SALARY SCHEDULE

(If insurance premium increases 6% or less)

	BA	BA+18	BA+30/MA	MA+15	MA+30
1	28,439	29,276	30,107	30,911	31,772
2	29,826	30,689	31,567	32,446	33,313
3	31,208	32,109	33,032	33,947	34,865
4	32,588	33,540	34,492	35,453	36,410
5	33,964	34,958	35,954	36,978	37,951
6	35,341	36,377	37,422	38,454	39,502
7	36,723	37,795	38,880	39,960	41,049
8	38,375	39,503	40,632	41,764	42,901
9	40,036	41,203	42,386	43,567	44,752
10	41,687	42,910	44,146	45,376	46,610
11	43,343	44,619	45,900	47,170	48,455
12	45,704	47,045	48,898	50,260	51,620
Longevity 1%	457	470	489	503	516
Longevity 2%	914	941	978	1,005	1,032

SCHEDULE A - 1998-99 SALARY SCHEDULE

(If insurance premium increases more than 6%)

	BA	BA+18	BA+30/MA	MA+15	MA+30
1	28,301	29,134	29,961	30,761	31,617
2	29,681	30,540	31,414	32,288	33,151
3	31,057	31,953	32,872	33,782	34,695
4	32,430	33,378	34,325	35,281	36,233
5	33,799	34,788	35,779	36,799	37,767
6	35,170	36,200	37,240	38,267	39,310
7	36,544	37,612	38,691	39,766	40,850
8	38,189	39,311	40,434	41,561	42,693
9	39,842	41,003	42,180	43,355	44,535
10	41,484	42,702	43,932	45,156	46,384
11	43,132	44,402	45,677	46,941	48,220
12	45,483	46,817	48,660	50,016	51,369
Longevity 1%	455	468	487	500	514
Longevity 2%	910	936	973	1,000	1,027

SCHEDULE B - EXTRA CURRICULAR SALARIES

NEW POSITIONS: The Board and the Association agree that newly created positions shall be placed in the appropriate salary category upon the development, submission, review, and approval of a written job/responsibility description and rationale with regard to need for the proposed new activity or sport. Said description and rationale shall be submitted to the Superintendent of Schools who shall then assemble a three (3) person committee consisting of himself/herself or his/her designee, a building principal, and the President of the Association to review and approve or disapprove of the request(s). The committee's decision shall be final subject to review only by the Board of Education.

It Shall be the Responsibility of the person(s) advocating the new positions(s) to develop and submit the written documents indicated herein. No person or persons may appear before the committee to discuss said position(s) prior to the committee's review of the submitted documents nor direct a request to have same reviewed by the Board of Education.

REVIEW OF EXISTING POSITIONS: It is clearly understood that the three (3) member committee has the power, upon written request which shall include rationale for the change desired, to review the placement of existing positions in wage categories and to recommend to the Board that, because of changes in duties/responsibilities, etc., they be assigned to a higher or lower compensation category. It is understood that:

- A. Individuals wishing a change must go through this process and may not appeal directly to the Board of Education for a change.
- B. The committee, if the party affected has not initiated the request, in the event of an adverse recommendation, shall call the individual(s) before it asking for documentation to dispute the recommendation. In the event the committee's recommendation adversely affects the individual, he/she shall have the right to appeal directly to the Board.
- C. The Board of Education's decision, based upon the recommendation of the committee and/or an appeal, shall be final and binding on all parties.

SCHEDULE B - EXTRA CURRICULAR SALARIES

*Percentages are based on the BA column, plus years of experience in the activity.

FOOTBALL

Head Coach	11.0%
Assistant Coaches-4	6.5%

BASKETBALL

Head Coach	11.0%
J.V. Coach	7.5%
Freshman Coach	6.5%
J.H. Coach	4.5%

WRESTLING

Head Coach	11.0%
Assistant Coach	7.5%
J.H. Coach	4.5%

WEIGHT TRAINING

Strength Coach	8.5%
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VOLLEYBALL

Head Coach	7.5%
Assistant Coach	6.5%
J.H. Coach	4.5%

CROSS COUNTRY

Head Coach	4.5%
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TRACK

Head Coach	10.0%
Assistant Coaches-3	5.0%
J.H. Coach	4.5%

CHEERLEADING

H.S. Cheerleading	
Varsity	5.0%
J.V.	4.5%
M.S. Cheerleading	3.5%

BASEBALL

Head Coach	7.5%
J.V. Coach	5.5%

GOLF

Head Coach	4.5%
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MUSIC

Band Director	11.0%
Vocal Music Director	3.0%
Pep Club	2.0%

DRAMA

Director (per play)	5.5%
Musical Director	4.5%
Musical-Orchestra	3.0%
Musical-Vocal	3.0%

FHA/FFA

Advisor	4.5%
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ODYSSEY OF THE MIND

Coach	5.0%
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SCIENCE OLYMPIAD

Coach	5.0%
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ADVISORS

Yearbook	3.0%
Class Advisor	2.0%
Junior Class Advisor	3.0%
4th Gr. Camp Coordinator.	1.0%
5th Gr. Camp Coordinator	2.0%
National Honor Society	4.0%
H.S. Student Council	4.5%
M.S. Student Council	3.5%

MISCELLANEOUS

Ticket Taker	\$ 7.95/hour
Curriculum Writing/Ticket Taker	\$ 7.95/hour
Summer Employment	\$ 14.00/hour
Driver's Ed. Instructor	\$ 16.00/hour
Driver's Ed. Director	\$500.00

TENNIS

Head Coach	4.5%
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SOFTBALL

Head Coach	7.5%
J.V. Coach	5.5%