

8/15/90

AGREEMENT
between the
ORCHARD VIEW BOARD OF EDUCATION
and the
ORCHARD VIEW CHAPTER
of
MICHIGAN EDUCATION ASSOCIATION
covering the period
from
August 16, 1987
through
August 15, 1990

Orchard View Schools

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

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ARTICLE I

Recognition

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, as amended, for all professional personnel including personnel on tenure, probation, lay-off, leave of absence, classroom teachers, guidance counselors, librarians, special education teachers, and remedial reading teachers, employed or to be 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. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance not concerning this contract and having the grievance adjusted without intervention of the Association.

ARTICLE II

Teacher Rights and Obligations by Law

A. Pursuant to Act 379 of the Public Acts of 1965, as amended, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, 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 Act 379 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 activities of the Association or collective professional negotiations with the Board, or 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 any organization.

B. The Board specifically recognizes the rights of its employees 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.

C. Nothing contained herein shall be construed to deny or restrict to any teacher rights had under the Michigan General School Laws.

D. No teacher shall fail to report for duty, willfully absent him/herself from his/her position, engage in the stoppage of work, or abstain in whole or in part from the full, faithful and proper performance of his/her duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions or compensation, or the rights, privileges or obligations of employment, contrary to the provisions of Section I of Act 379 of the Public Acts of 1965.

ARTICLE III

Association and Teacher 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.

C. The Board or the Board's representative shall consult with the Association on any new modified tax programs, major construction programs, or major revisions of educational policy, which are proposed

or under consideration and the Association shall be given opportunity to advise the Board in writing with respect to said matters prior to their adoption and/or general publication when it is practical to do so and the Association requests it.

D. Teachers shall be entitled to full rights of citizenship and no religious or political 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.

E. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, health or membership in or association with the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of education opportunity to all pupils.

F. Membership in the Association shall be open to all teachers regardless of race, creed, religion, color, national origin, age, sex, marital status or health.

G. 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)

H. The deduction of membership dues 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.

I. All teachers following thirty (30) days after the effective date of this Agreement or thirty (30) days after the commencement of employment, whichever comes later, shall as a condition of employment have deducted from their pay either membership dues of the Association, or representation service fees not to exceed the amount of dues uniformly required of members of the Association.

The Association shall certify to the Board at the beginning of each 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 at the beginning of each school year the amount of the monthly representation service fee to be deducted. These amounts so certified and deducted shall be forwarded to the Association, provided that when a teacher objects to the proper amount of such deduction, the deduction as certified by the Association shall be placed in an escrow account by the Board until a determination of the proper amount of the deduction has been resolved in the appropriate forums.

The Association agrees to indemnify and hold the Board, including each individual school board member and its agents, harmless against any and all claims, demands, costs, suits, damages, awards, judgments, or other forms of liability and expense, including but not limited to back

pay damages and all court or administrative agency costs that may arise out of or by reason of any action or legal stance taken by the Board for the purpose of complying with this section. 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.

J. The Association, nor any office thereof 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 of compensation, or the right, privileges or obligations of employment, contrary to the provisions of Section II of Act 379 of the Public Acts of 1965.

ARTICLE IV

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 qualification and the conditions of their continued employment;
3. Determine the assignments 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 or 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.

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 V

PROFESSIONAL COMPENSATION

A. The salaries of teachers covered by this Agreement are set forth in Schedule A, Schedule A-1 and Schedule A-2 which are attached to and incorporated in this Agreement. Such salary schedules shall remain in effect during the three year term of this Agreement.

B. The school year is based on 39 working weeks with the pay periods spread over 41 weeks which includes the Christmas and Spring vacations. Teachers will assist in the planning of in-service sessions for the week prior to to the first week of classes. Daily and weekly rates of pay will be figured on the basis of 41 weeks.

- (1) Extra class (grades 6-12 - see Schedule B)
 - (2) Official at or supervisor of athletic event.....\$15.00
 - (3) Substitute (grades 6-12 on a voluntary basis)...\$10.00
- Teaching of absent teacher's class (K-5)

(When elementary classes are not meeting in the special subject areas, such as: art, music, library periods, etc. in grades Kindergarten through sixth, regular teachers responsible for their classes will not receive extra pay for for these special subject areas.).....\$10.00

(4) Chaperoning any school sponsored activity.....\$15.00

(5) Extra assignment such as coaching, debate,
Driver Education - see supplementary Schedule C

(6) Extra duty periods:

*Camp Director (M.S.).....\$900.00

(* additionally the equivalent of up to 8 days
released time for fundraising and planning activities)

Assistant Camp Director (M.S.).....\$450.00

(7) **TAG Coordinator.....\$1,000.00

(**up to eight (8) days release time for planning
and coordination)

Assistant.....\$500.00

(8) Additional Compensation Schedules

Salary Schedule - A	page....50
Salary Schedule - A-1	page....51
Salary Schedule - A-2	page....52
Index Schedule - A-3	page....53
Schedule B - Extra Hours	page....54
Schedule C - Extra Duty Compensation	page....55-57
Schedule D - Longevity pay	page....58

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. In the event that the extra duty cannot be filled, the principal then reserves the right to draft the teacher with the lowest seniority.

ARTICLE VI

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 program.

B. Teachers will be available and responsible, on a daily basis for the duration of their employment, for:

1. Classroom teaching assignment.
2. Individual conference with parents and/or students.
3. Administrative staff meetings.
4. Study hall and library assignment, provided however, no teacher shall be required to perform the duties of a librarian unless such teacher is classified as a librarian.

5. Any situation warranting their presence which is either mutually agreed upon in advance or considered an extreme emergency by the administration.

C. Teachers with non-teaching time during the school day will be permitted to leave their respective buildings when pertinent factors relative to the teacher's welfare or school business are deemed necessary by the teacher. The office will be notified when a teacher leaves during the school day. Abusive use of such non-teaching time will be considered a delinquency to be processed through the Principal of the individual building. The teacher recognizes and accepts the fact that promptness is an essential factor in the adequate fulfillment of the teacher role. Special emphasis shall be given concerning the problem of arrival and departure time. The arrival time shall be interpreted as being that which gives the individual teacher an adequate amount of time to be prepared for the teaching day. The departure time shall be interpreted as being that which allows the individual teacher to have completed teaching duties concerning pupil responsibilities. The preceding statements will apply to each individual school in accordance with the school day of the building. Continued abuse of the arrival and departure time will be dealt with by the Principal of the individual building. Interpretation of arrival and departure time is 15 minutes. 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. Students who remain at school during the lunch period or after school for transportation will be supervised by personnel other than profession 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.

F. When elementary teachers' classes are being taught by specialists, excluding library time, the teachers may use such time for the purposes of planning, preparation, conferences, and other professional duties within the building. Departure from the building during these times requires approval from the building principal.

G. 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 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 on said committees.

H. The Association agrees that the purpose of non-teaching time (other than lunch periods) is to permit the teacher to have time during the school day for planning, conferences, preparations for teaching, and related teaching functions and obligations concerned with actual teaching assignment. Abusive use of such non-teaching time shall be considered a violation of the Master Contract. Non-teaching time is not to be used as recreational, social or leisure time.

I. High School teachers agree to be available, when necessary, after sixth hour for:

1. Individual conference with parents and/or students.
2. Administrative staff meetings.
3. Any situation warranting their presence which is either mutually agreed upon in advance or considered an emergency by the administration.

ARTICLE VII

Teaching Qualifications and Assignments

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.

D. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignments in the secondary school grades will be notified and consulted by their principals at the earliest possible date before school begins, and then the change will be made only with the teachers approval, except as provided in Article X Paragraph D.

E. Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, and district-administered summer school programs, shall not be obligatory but shall be with the consent of the teacher. Assignments, with exception of coaching assignments, will be made by the Board on the basis of preference to teachers possessing provisional or permanent teaching certificates regularly employed in the district during the normal school year.

F. All coaching positions shall be deemed vacant each year. Varsity head coaches shall be notified within 45 calendar days after the end of their respective season as to their reappointment for the ensuing season. All other coaching positions shall be block posted according to the following:

1. Fall sports coaching positions shall be posted commencing May 1st and ending May 14th 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, as defined in Article I, 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 principal after consulting with both the athletic director and respective head coach at a joint meeting of the parties.

Members as defined in Article I recognition clause will receive salary based on Schedule C and no other benefits. Persons employed shall receive no more than Schedule C amount. No tenure shall be deemed appropriate in any Schedule C position.

ARTICLE VIII

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 insuring 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, 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. Telephone facilities shall be made available to all teachers in the lounge. 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. Food and beverage vending machines shall be installed at the request of the Association, the proceeds to be used as the Board and the Association deem fit.

E. The Association agrees that all teachers accept the obligation to have adequate emergency lesson plans available in their room for use by the substitute teachers.

F. 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.

G. Bargaining unit members shall not be required to administer medication to pupils. Pupils shall be referred to proper, designated personnel for this function.

H. Prior to any change in the current (1986-87) lounge, workroom, and designated smoking facilities the affected staff shall be consulted to work out an agreeable solution.

Class Size

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

The following guidelines should be used:

Grade Level

- | | |
|----------------------------------|--|
| (1) Developmental Kindergarten | 14 pupils per class |
| (2) Kindergarten through grade 3 | 23 pupils per class |
| (3) Grades 4 through 6 | 25 pupils per class |
| (4) Grades 7 through 12 | 27 pupils per class
or a maximum of 150
pupils in a 5 period
day (7-12) |

B.

EXCEPTIONS TO THE ABOVE GUIDELINES

- (1) Classroom areas 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) Guidelines may be exceeded, where necessary, by up to three students. However, whenever these guidelines are exceeded by more than three (3) students in any one class, or daily class load, a committee consisting of the affected teacher or teachers, a representative of the Association, the building principal(s) and/or other administrators shall meet to resolve the problem or problems.
- (3) Use as a guide for Speech, 24 students and Creative Writing 20 pupils.
- (4) 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.
- (5) Consideration shall be given to classroom problems created by the inclusion of students mainstreamed into a non-special class, gifted students and slow learners, children with low intelligence, discipline problems, emotionally disturbed students and students with special medical problems. Receiving teachers of mainstream students shall be invited to participate in I.E.P.C. meetings.

- (6) Large sized classes (physical education, typing, band, vocal music and reading enrichment.) are exceptions to the above guidelines.
- (7) Due to the inaccurate data available during the Spring when classes are being planned for the following year, classes will be planned using the guidelines from A1, A2, A3, and A4 above.

ARTICLE IX

Department Chairpersons

A. If department chairpersons are to be appointed in these departments, (Math, English, Business, Physical Education, Science, Special Education, Home Economics, Industrial Arts and Social Science) in the senior high and/or middle school levels, the teachers shall forward to the building principal a list of names of those persons within each department willing to serve as department chairperson for that year. From that list the building principal shall select the person to serve in that capacity. The department 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.

B. Any teacher selected as a department chairperson would not be assigned to a duty period, unless requested by the teacher.

C. Department chairperson shall be compensated according to the following schedule:

- | | |
|----------------------------------|-------|
| (1) 10-15 sections (class hours) | \$150 |
| (2) 16-20 sections (class hours) | \$200 |
| (3) 21-25 sections (class hours) | \$300 |
| (4) 26-up sections (class hours) | \$350 |

ARTICLE X

Vacancies, Promotions, Transfer and Resignations

A. The Board recognizes that it is desirable in making assignments to consider the interest and aspirations of its teachers. Request by a teacher for transfer to a different class, building, or position shall be made in writing and filed with the Superintendent. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications. During the summer months, each teacher requesting a transfer shall be notified in writing of each vacancy pertinent to his or her transfer request. 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. During the summer months the Association President shall be notified in writing of each vacancy. The Association President shall contact the Superintendent to establish a list of those persons who will receive notification of vacancies.

B. A temporary vacancy shall mean a position held by a teacher on a leave of absence covered in Article XII, 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 for the vacancy, the Board may fill the vacancy from any source.

C. 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.

D. Whenever any permanent vacancy in any teaching position included in Article I Section A, in the district shall occur, the Board shall publicize the same by providing for appropriate posting in every school building and providing written notice to the Association President. No permanent vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been posted for a least seven days. During the time any teacher may apply in writing for the position. All qualified applicants for the position from within the bargaining unit shall be interviewed first and the position shall be awarded to the best qualified applicant from the bargaining unit provided he/she has not been evaluated unsatisfactory in the past five (5) years. If the applicants are equally qualified, the most senior applicant shall be selected. Minimum qualifications for a position shall be proper certification and a major or minor in the subject area to be taught and meeting accreditation standards of the North Central Association where applicable. In assessing relative qualifications the following criteria will be pertinent:

1. Recency and extent of academic preparation in the subject area.
2. Recency and extent of teaching experience in the subject area.

Applicants from outside the bargaining unit may be considered when no applicant from the bargaining unit is qualified for the position.

E. An involuntary transfer will be made only in case of emergency or to prevent undue disruption of the instructional program. 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.

F. Any teacher who shall be transferred to a supervisory or executive positions and shall later return to a teacher status shall be entitled to retain such rights as he/she may have had under this Agreement prior to such transfer to supervisory or executive status.

G. A teacher who voluntarily transfers to a new position to prevent the involuntary transfer of another teacher shall be automatically given right of first refusal to his/her former position when that position becomes available.

H. Transfer of teaching assignments 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.

ARTICLE XI

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 contract before sick leave 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 each school year of his/her accumulated sick leave as of the end of that school year.

D. In all cases of personal illness or disability having used the total of days allowed under the sick leave policy the teacher shall receive the difference between his/her salary and that paid to the substitute (minimum of \$5.00 per day) for a period of sixty days or until termination of the contract. 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) for the balance of the school year and the following school year ending June 30.

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, mother, father, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, aunt and uncle.

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) days to be used for the teacher's personal business. A personal business day(s) may not be used for recreation or extended vacation. 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, and will sign a statement that the personal leave day(s) will not be used for recreation or extended vacation. Such time, if not used will accumulate as sick leave.

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 teachers 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.

ARTICLE XII

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, pursuant to the Soldier and Sailor Civil Relief Act of U.S. for military duty to any branch of the armed forces of the United States. 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) Childrearing or adoptive leave.

D. Upon return from a leave of absence covered by Article XII a teacher shall be assigned to the same position or a position for which he/she is certified.

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 monitoring or observation of the work performance of a teacher shall be conducted in person and with the full knowledge of the teacher.

C. 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.

D. Each new teacher, upon his employment shall be appraised of the specific criteria on which he/she will be evaluated. The criteria shall be limited to the following areas:

- (1) Knowledge of subject matter
- (2) Techniques of instruction
- (3) Classroom management
- (4) Relationships with pupils, parents and professional colleagues.

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. Test results of academic progress of students shall not be used in any way as evaluative of the quality of a teacher's service or fitness for retention.

E. Teaching assignments outside the teacher's area of certification shall not be evaluated.

F. Evaluations shall be by personal observation in the classroom, conducted by the teacher's supervisor(s).

G. All evaluations shall be reduced to writing and a copy given to the teacher. The evaluation form as outlined in Schedule F and G of this Agreement shall be the instrument utilized by the Board for evaluation, formal or informal, 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. 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. 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 the specific ways in which the teacher is to improve and of the assistance to be given by the administration. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that the adequate improvement has taken place.

H. Following each formal evaluation, which shall 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. A teacher may submit a self-evaluation and/or submit additional comments to the written evaluation if he/she so desires. All written evaluations are to be placed in the teacher's personnel file.

I. Probationary teachers shall be observed for the purpose of evaluation at least twice during the school year. 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. A tentative list of those to be evaluated will be given in the fall. Prior to the end of the school year, tenured teachers being evaluated shall receive a written copy of their evaluation.

J. No later than March 15th of each probationary year, the final written evaluation report, including the recommendation as to whether the teacher should be advanced to tenure status, offered additional probationary status, or denied a contract for the ensuing year, will be furnished by the administration to the superintendent covering each probationary teacher. A copy shall be furnished to the teacher. The report shall not contain any information not previously made known to and discussed with the probationary teacher. In the event a 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. A teacher shall at all times be entitled to have present a representative of the Association when being reprimanded, warned or disciplined for any infraction or delinquency in professional performance where the nature of the infraction permits. 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.

L. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand, or reduction in rank, compensation or advantage or violation of professional ethics asserted by the Board or any agent or representative thereof, shall be subject to the grievance procedure. All information forming the basis for disciplinary action will be made available to the teacher and the Association upon request.

M. Any complaint by parent, student or administrator directed toward a teacher, and to be placed in the teacher's personnel file, shall be promptly called to the teacher's attention in writing.

N. Each 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.

O. 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 coursework.

ARTICLE XIV

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 teacher 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 follow appropriate educational pedagogy at all times.

ARTICLE XV

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. The Board and the Association further agree that the teacher may not be fairly expected to assume responsibility for chronic disciplinary, emotionally disturbed and/or mentally handicapped children in the context of normal assignments. (Definitions of such terms as have been used above to describe children, as well as "normal assignments", shall be determined, from time to time as the occasion arises.)

B. A teacher may suspend 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. Any case of assault upon a teacher shall be promptly reported to the superintendent. The Board will provide legal counsel who will advise the teacher of his/her rights and obligation with respect to such assault and shall render all financial assistance to the teacher in handling the incident by the authorities. This assistance shall include legal fees, medical bills, personal property damage, and full compensation for lost time, none of which shall be chargeable against leave granted for sickness. 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.

D. A teacher may use such force as it is necessary to protect the self from attack or to prevent injury to another student. If any teacher is sued by reason of disciplinary action taken against a student, the Board will offer to supply legal counsel of its selection and render all reasonable assistance to the defense of the teacher, providing that the teacher's action was in conformance with this Agreement, as well as the School Code.

E. If a teacher is injured while in the line of duty, assistance will be provided in accordance with requirements implicit in Worker's Compensation Insurance.

F. Teachers shall exercise reasonable care with respect to the safety and supervision of pupils and property, but, in accordance with the Michigan School Code, shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.

G. No action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is reported to the teacher concerned.

H. Time lost by a teacher in connection with any incident mentioned in this article, not compensable under Worker's Compensation, shall not be charged against the teacher unless he/she is judged guilty by a court of competent jurisdiction.

ARTICLE XVI

Insurance Coverage

1. The Employer shall provide without cost to the bargaining unit member who works at least half time the following MESSA-PAK for a full twelve (12) month period for the bargaining unit member and his/her entire family and any other eligible dependents as defined by MESSA. The employer shall sign an Employer participation agreement.

Bargaining unit members who work at least half time not electing MESSA-PAK Plan A will select MESSA-PAK Plan B. Any contribution amounts exceeding the Employer's subsidy shall be payroll deducted. An open enrollment period shall be provided whenever contribution subsidy amounts change for the groups.

PLAN A For employees needing health insurance

SUPER-MED 2 (with MC) (SUPER CARE 2)

Long Term Disability	66 2/3%
	Plan II
	90 calendar day modified fill
	\$2,500 maximum
	Social Security Freeze
	Acc/drug and men/nerv same as
	any other illness
	COLA
Delta Dental Plan (with COB)	E/007 (80/80/80/:\$1,300)
Negotiated Life	\$30,000 AD&D and WOP
Vision (With COB)	VSP - 3

PLAN B For employees not needing health insurance

Delta Dental Plan (With COB) E/007 (80/80/80/:\$1,300)

Negotiated Life	\$30,000 AD&D and WOP
Vision (With COB)	VSP - 3
Long Term Disability	66 2/3 % same as Plan A
RX	\$.50 Co-payment prescription card

Additional, those selecting Plan B may apply \$95.00 toward MESSA/MEFSA options.

2. In the event the employee is terminated, 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 termination.

ARTICLE XVII

Negotiation Procedure

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 days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new agreement covering wages.

C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiation or 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 services of the Michigan Employment Relations Commission.

ARTICLE XVIII

Grievance Procedure

A. 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.

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) calendar 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, equitable solutions to problems involving the welfare or working conditions of a teacher or teachers or to problems which draw into question the interpretation or meaning of the provisions 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 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 grievances 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) teaching days (business days during summer recess) of the event forming the basis of the grievance or discovery 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) teaching days (business days during summer recess) of receipt of the grievance by the designated representative of the

Board, he/she shall meet with the Association 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) teaching days (business days during summer recess) be transmitted to the Superintendent who shall have five (5) teaching days (business days during summer recess) from receipt to approve or disapprove it. If the grievance shall be denied by the Superintendent, either upon review of the action of the school Principal, or in the first instance, the grievance shall within five (5) teaching days (business days during summer recess) be transmitted to the Secretary of the Board, with a statement of reasons why it is being disapproved.

I. Within fifteen (15) teaching days from receipt of the grievance, the Board shall initiate action. The Board may hold a hearing hereon, 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 for 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 Board more than twenty (20) teaching days after its submission to the Board.

J. In the event the answer by the Board is not satisfactory to the Association then within fifteen (15) teaching days following the date of receipt of the Board's answer the Association only, and not an individual teacher, may file a demand for arbitration of the dispute to the American Arbitration Association with a copy of the demand delivered to the Superintendent all pursuant to the following rules and conditions.

- (1) The grievance shall relate solely to the application and interpretation of the terms and conditions of the Collective Bargaining 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 and he/she shall have no authority to hear or rule upon any of the following:
 - (a) Any matter which could be brought within the jurisdiction of the Teacher Tenure Act (PA 1937, Extra Session No. 4 as amended);
 - (b) Any matter involving the Board's discretion in the expenditure of sums for capital outlay;
 - (c) The fixing or establishment of any salary schedule;
 - (d) The termination of or decision not to reemploy or decision to continue on probation any probationary teacher as defined by the Teacher Tenure Act (PA 1937, Extra Session No. 4 as amended);
 - (e) Evaluation of teachers, unless it is a claim of failure to follow established procedures;
 - (f) In the event of the Teacher Tenure Act (PA 1937, Extra Session No. 4 as Amended) is repealed, the above paragraphs (a) and (d) shall be deleted immediately from the Master Agreement.
- (3) The decision of the arbitrator shall be final and and binding.

- (4) Upon receiving a list of arbitrators from the American Arbitrator Association, the parties shall attempt to agree upon an arbitrator. If no agreement can be reached, the arbitrator shall be selected according to the rules of the American Arbitration Association. The parties shall be bound by the rules of the American Arbitration Association.
- (5) Only one grievance shall be heard by an arbitrator at any one appointment.
- (6) The costs and expenses of the arbitrator shall be shared equally by the parties.
- (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.

ARTICLE XIX

Reduction in Personnel and

Annexations and Consolidations of District

A. 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.

B. 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. 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 speciality are being reduced shall be retained and finally the Administration shall decide which teacher or teachers shall be retained.

C. Exempt from layoff or being bumped from the bargaining unit shall be the chairpersons of the Association grievance committee and negotiations committee, and the president and president-elect of the Association.

D. To effect the above order of layoff, teachers may transfer from a position in one division or department to a position in another division or department in which they are certified by replacing a

teacher with the lowest seniority in that division or department.

E. 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.

F. If the position to which the teacher is recalled is 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.

G. If the position to which a teacher is recalled is in grades nine through twelve, the teacher must have a major or minor that meets current North Central requirements.

H. If the teacher is certified and does not meet the above requirements (F and G) the teacher must agree to obtain at least six (6) semester credit hours toward North Central Accreditation requirement within one (1) year of assignment.

I. Sections D,E,F,G and H of this article shall not necessarily apply in the assignment of teachers to alternative education programs.

J. Any salary or benefits accrued by a teacher prior to layoff shall not be affected by the layoff.

K. Commencing with the 1987-88 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. The District shall prepare and present to the Association a current seniority list of bargaining unit members prior to the first of November each year. The order of the names on the list shall be from most to least senior. Accompanying the names of each bargaining unit member in the list shall be years of service, the member's certification, and major and minors. The parties agree that half-time service shall equate to full time seniority.

L. 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 right to a full time position.

M. 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 school district.

N. In the event that all laid off teachers have been recalled, or a vacancy exists for which no laid off teacher is certified, the district shall consider the employment of laid off teachers from other school districts.

O. Intent to recertify 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 XX

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 before 7:00 A.M. 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. The Board will provide to the Association current district guidelines including method of payment for substitute teachers.

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 terms contained in any individual teacher contracts heretofore in effect. All future individual teacher 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 Board.

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 cancelled 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 student 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 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 cancelled student days to be rescheduled will be held by extending the school calendar, including ending dates for marking periods by one work day date around holidays and recess periods as originally scheduled. Teachers shall not receive additional compensation for any such rescheduled day.

ARTICLE XXI

Duration of Agreement

This agreement shall be effective as of August 16, 1987 and shall continue in effect for three years, through the 15th day of August 1990. 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

By Morgan Tatrow
President

By Carol Ann Cheney
Secretary

ORCHARD VIEW CHAPTER OF MICHIGAN EDUCATION ASSOCIATION

By Millie F. Wijk
President

By Saundra Christie
Secretary

By Cheryl L. Waackes
Professional Negotiation Chairperson

Letter of Understanding
between
Orchard View Education Association
and the
Orchard View School District
Muskegon Area Learning Program
(MALP)

Copy on file in Superintendent's Office

ORCHARD VIEW SCHOOLS
TEACHERS SALARY SCHEDULE

1987-88

ANNUAL SALARY

Years of
Experience B.A. **M.A.(B.A. + 36 Sem.Hrs.) *M.A. + 30 Sem.Hrs.

1	19,000	20,140	
2	19,570	20,710	
3	20,520	21,660	
4	21,280	22,420	
5	22,040	23,180	
6	22,990	24,320	
7	23,750	25,650	27,550
8	24,890	27,170	29,070
9	26,030	28,500	30,400
10	27,360	30,210	32,110
11	28,690	31,730	33,630
12	30,020	33,250	35,150

* The 30 semester hours beyond the degree may be either graduate or undergraduate credit earned after the date of the M.A. degree.

** The 36 semester hours beyond the degree may be either graduate or undergraduate credit earned after the date of the B.A. degree.

ORCHARD VIEW SCHOOLS
TEACHERS SALARY SCHEDULE
1988-89
ANNUAL SALARY

Years of Experience	B.A.	**M.A (B.A.+ 36 Sem Hrs.)	*M.A.+ 30 Sem Hrs.
1	20,140	21,348	
2	20,744	21,953	
3	21,751	22,960	
4	22,557	23,765	
5	23,362	24,571	
6	24,369	25,779	
7	25,175	27,189	29,203
8	26,383	28,800	30,814
9	27,592	30,210	32,224
10	29,002	32,023	34,037
11	30,411	33,634	35,648
12	31,821	35,245	37,259

* The 30 semester hours beyond the degree may be either graduate or undergraduate credit earned after the date of the M.A. degree.

** The 36 semester hours beyond the degree may be either graduate or undergraduate credit earned after the date of the B.A. degree.

ORCHARD VIEW SCHOOLS
TEACHERS SALARY SCHEDULE
1989-90
ANNUAL SALARY

Years of Experience	B.A.	**M.A (B.A.+ 36 Sem Hrs.)	*M.A.+ 30 Sem Hrs.
1	21,348	22,629	
2	21,988	23,269	
3	23,056	24,337	
4	23,910	25,191	
5	24,764	26,045	
6	25,831	27,325	
7	26,685	28,820	30,955
8	27,966	30,528	32,662
9	29,247	32,022	34,157
10	30,741	33,943	36,078
11	32,235	35,651	37,786
12	33,730	37,359	39,494

* The 30 semester hours beyond the degree may be either graduate or undergraduate credit earned after the date of the M.A. degree.

** The 36 semester hours beyond the degree may be either graduate or undergraduate credit earned after the date of the B.A. degree.

ORCHARD VIEW SCHOOLSSALARY INDEX1987-90

<u>Years of</u> <u>Experience</u>	<u>Index</u> <u>for B.A.</u>	<u>Index for</u> <u>** M.A./B.A. + 36 Sem Hrs</u>	<u>Index for</u> <u>*M.A. + 30</u> <u>Sem Hrs.</u>
1	100	106	
2	103	109	
3	108	114	
4	112	118	
5	116	122	
6	121	128	
7	125	135	145
8	131	143	153
9	137	150	160
10	144	159	169
11	151	167	177
12	158	175	185

*The 30 semester hours beyond the degree may be either graduate or under-graduate credit earned after the date of the M.A. degree.

**The 36 semester hours beyond the degree may be either graduate or under-graduate credit earned after the date of the B.A. degree.

SALARY SCHEDULE

Teachers who work an extra hour (sixth hour) will be paid $1/6$ of their salary on their salary schedule (excluding any extra duty or longevity).

ORCHARD VIEW SCHOOLS
 Extra Duty Compensation
 (Percentage of first year teacher with B.A. degree)
 1987-90

	Year of Experience					
	0	1	2	3	4	5
Athletic Director	12.5%	13.5%	14.5%	15.5%	16.5%	17.5%
Asst. Athletic Director (MS)	6.5%	7.0%	7.5%	8.0%	8.5%	9.0%
Head Football (HS)	12.5%	13.5%	14.5%	15.5%	16.5%	17.5%
Asst. Varsity Football (2-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)	11.5%	12.5%	13.5%	14.5%	15.5%	16.5%
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%
Swimming (HS)	9.0%	9.5%	10.0%	10.5%	11.0%	11.5%
Asst. Swimming (HS)	5.0%	5.5%	6.0%	6.5%	7.0%	7.5%
Swimming (MS)	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%
Head Baseball or Soft Ball (HS)	8.0%	8.5%	9.0%	9.5%	10.0%	11.0%
Asst Baseball or Soft Ball (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%
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%
Head Gymnastics (HS)	8.0%	8.5%	9.0%	9.5%	10.0%	11.0%
Asst of MS Gymnastics	4.0%	4.5%	5.0%	5.5%	6.0%	6.5%
Volleyball (High School)	8.0%	8.5%	9.0%	9.5%	10.0%	11.0%
Assistant JV Volleyball (HS)	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%
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%
Intramural-Fall & Winter (MS)	4.0%	4.5%	5.0%	5.5%	6.0%	6.5%
Pom Poms (Lanidracs)	3.0%	3.5%	4.0%	4.5%	5.0%	5.5%
Aquaettes (HS)	5.0%	5.5%	6.0%	6.5%	7.0%	7.5%
Cheerleaders (HS)	5.0%	5.5%	6.0%	6.5%	7.0%	7.5%
Cheerleaders - 9th Grade	3.0%	3.5%	4.0%	4.5%	5.0%	5.5%
Cheerleaders - (MS)	3.0%	3.5%	4.0%	4.5%	5.0%	5.5%
Music Department	3.0%	3.5%	4.0%	4.5%	5.0%	5.5%
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%	
Band (MS)	3.0%	3.5%	4.0%	4.5%	5.0%	

Summer Band	2.0%	2.5%	3.0%	3.5%	4.0%
Twelfth Grade Advisor	2.0%				
Eleventh Grade Advisor	3.0%				
Tenth Grade Advisor	2.0%				
Ninth Grade Advisor	1.0%				
Drama Director (HS)	4.5%	5.0%	6.0%	7.0%	7.5%
Workshop (HS)	3.5%	4.0%	4.5%		
Audio-Visual	3.5%	4.0%	4.5%		
Debate	2.5%	3.0%	3.5%		
School Paper	2.5%	3.0%	3.5%		
Yearbook	2.5%	3.0%	3.5%		
Student Act. Coordinator (MS)	3.0%	3.5%	4.0%		
Elementary Activities Director	3.0%	3.5%	4.0%		

Driver Training Director will receive \$816 for the summer of 1987; \$865 for the summer of 1988; and \$917 for the summer of 1989; and \$972 for the summer of 1990; above wages earned as member of staff.

Driver Training Staff per hour: \$13.24 for summer of 1987; \$14.03 for summer of 1988; and \$14.87 for the summer of 1989, and \$15.76 for the summer of 1990.

LONGEVITY PAY

4% of BA base to be added after the 15th year
6% of BA base to be added after the 20th year
8% of BA base to be added after the 25th year
10% of BA base to be added after the 30th year
12% of BA base to be added after the 35th year
14% of BA base to be added after the 40th year

It should be clearly understood that years of teaching experience is not necessarily the same as years of credit in Orchard View. The last five increments indicated above include prior increments.

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

Signature of Grievant (use separate sheet for additional signatures if more than one grievant)

Date: _____

PRINCIPAL'S DISPOSITION:

Date of Receipt _____

Granted _____ Denied _____

Date _____

Comment:

Signature of Principal

ASSOCIATION'S DISPOSITION:

Date _____

Satisfactory _____

Unsatisfactory _____

Signature of Association's Designated Representative

SUPERINTENDENT'S DISPOSITION:

Date of Receipt _____

Granted _____ Denied _____

Date _____

Comment:

Signature of Superintendent

ASSOCIATION'S DISPOSITION:

Date _____

Satisfactory _____

Unsatisfactory _____

Signature of Association's
Designated Representative

BOARD'S DISPOSITION:

Date of Receipt _____

Granted _____ Denied _____

Date _____

Comment:

Signature of Board Representative

ORCHARD VIEW SCHOOLS EVALUATION FORM
(Probationary Teacher's)

Name _____ Assignment _____

Rating Key

Date _____ School _____

S - Satisfactory

U - Unsatisfactory

Probation year ____1____2____3

I. Classroom Management

- A. Shows adequate understanding of subjects taught.. _____
- B. Recognizes and provides for individual differences _____
- C. Shows ingenuity in finding and using appropriate teaching techniques and materials to supplement the basic program..... _____
- D. Maintains desirable standards of discipline..... _____
- E. Presents problems in a manner which stimulates pupils to contribute to the solution..... _____
- F. _____
- G. _____

II. Professional Attitude and Growth

- A. Observes ethics of the teaching profession..... _____
- B. Shows wholesome attitude toward supervision (seeks suggestions and utilizes them for improvement).... _____
- C. Meets time schedules, keeps records accurately, and submits reports promptly..... _____
- D. Offers his/her opinions in a manner which helps others to respect him/her, and disagrees pleasantly..... _____
- E. _____
- F. _____

III. Personal Characteristics and Human Relations

- A. Works cooperatively..... _____
- B. Is courteous..... _____
- C. Maintains good grooming and general appearance.... _____
- D. Uses correct English on a level understood by students..... _____
- E. Is well poised and emotionally stable..... _____
- F. Shows compassion for and understanding of students _____
- G. _____
- H. _____

RECOMMENDATIONS:

- 1. one copy to teacher
- 2. one copy to principal
- 3. one copy to superintendent

SIGNATURE

Principal

Teacher

Date

The teacher's signature does not indicate agreement with the evaluation.

ORCHARD VIEW SCHOOLS EVALUATION FORM
(Tenure Teacher's)

Name _____ Assignment _____ Rating Key
Date _____ School _____ S-Satisfactory
U-Unsatisfactory

1. Discipline _____
comments:

4. Professional Growth _____
comments:

2. Instructional Skills _____
comments:

5. Personal Characteristics _____
comments:

3. Professional Attitude _____
comments:

6. Human Relations _____
comments:

- 1. One copy to Teacher
- 2. One copy to Principal
- 3. One copy to Superintendent

Signatures

Principal

Teacher

Date

The teacher's signature does not indicate agreement with the evaluation.

ORCHARD VIEW SCHOOLS - ATHLETIC DEPARTMENT
HEAD COACH EVALUATION

NAME _____ ASSIGNMENT _____

DATE OF CONFERENCE _____

RECOMMENDATION _____

EVALUATION 1 = Commendable 4 = Unsatisfactory
 2 = Satisfactory 5 = Not Observed
 3 = Needs Improvement

COACHING RESPONSIBILITY

- 1. Security of equipment and building _____
- 2. Knowledge & understanding of respective sport _____
- 3. Cooperation with administration _____
- 4. Relations with coaches under program _____
- 5. Rapport with players _____
- 6. Individual & team discipline _____
- 7. Willingness to follow suggestions _____
- 8. Locker room supervision _____
- 9. Inventory list - budget request _____
- 10. Ability to take charge of program _____
- 11. Community relations _____
- 12. Sportsmanship _____
- 13. Injury treatment and prevention _____

PERSONAL QUALIFICATIONS

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

ADMINISTRATION RECOMMENDATIONS

COMMENTS BY HEAD COACH

Copy of this evaluation received by: _____

Evaluation by: _____

Coach's signature does not indicate agreement with evaluation.

ORCHARD VIEW SCHOOLS - ATHLETIC DEPARTMENT
ASSISTANT COACH EVALUATION

NAME _____ ASSIGNMENT _____

DATE OF CONFERENCE _____

RECOMMENDATION _____

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

COACHING RESPONSIBILITY

- 1. Security of equipment and buildings _____
- 2. Knowledge & understanding of respective sport _____
- 3. Relations with coaches in program _____
- 4. Rapport with players _____
- 5. Individual & team discipline _____
- 6. Willingness to follow suggestions _____
- 7. Locker room supervision _____
- 8. Community relations _____
- 9. Good Sportsmanship (demonstrates & follows rules) _____
- 10. Follows sound athletic training & medical practices _____

PERSONAL QUALIFICATIONS

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

HEAD COACH'S RECOMMENDATIONS

COMMENTS BY ASSISTANT COACH

Copy of this evaluation received by _____

Evaluation by _____

Coach's signature does not indicate agreement with the evaluation.

1987-88
School Calendar

STUDENT DAY: First: August 31st (half-day)
Last: June 3rd (half-day)

TEACHER DAY: First: August 25th
Last: June 3rd (full day)

TOTAL 181 student days
183 staff days

August 24-28	Teacher prep time
August 25-26	Required Orientation/Inservice
September 7	Labor Day
November 26-27	Thanksgiving
December 23	Christmas recess begins
January 4	School resumes
February 12&15	Mid-winter break
April 1	Good Friday (half day)
April 4-8	Spring Break
May 30	Memorial Day
June 3	Last day for students and staff
June 7	All work completed by staff

1988-89
School Calendar

STUDENT DAY: First: August 29th (half-day)
Last: June 2nd (half-day)

TEACHER DAY: First: August 23rd
Last: June 2nd (full day)

TOTAL 181 student days
183 staff days

August 22-26	Teacher prep time
August 23-24	Required Orientation/Inservice
September 5	Labor Day
November 24-25	Thanksgiving
December 26	Christmas recess begins
January 5	School resumes
February 17 & 20	Mid-winter break
March 24	Good Friday (half-day)
April 3-7	Spring break
May 29	Memorial Day
June 2	Last day for students and staff
June 6	All work completed by staff

1989-90
School Calendar

STUDENT DAY: First: September 5th (half-day)
Last: June 8th (half-day)

TEACHER DAY: First: August 29th
Last: June 8th (full day)

TOTAL 181 student days
183 staff days

August 28 -	
September 1	Teacher prep time
August 29 & 30	Required Orientation/Inservice
September 4	Labor Day
November 23-24	Thanksgiving
December 25	Christmas recess begins
January 3	School resumes
February 16 & 19	Mid-winter break
April 2-6	Spring break
April 13	Good Friday (half-day)
May 28	Memorial Day
June 8	Last day for student and staff
June 12	All work completed by staff

