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AGREEMENT

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OVID-ELSIE AREA SCHOOLS

BOARD OF EDUCATION

Ovid-Elsie Area Schools



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INGHAM-CLINTON COUNTY

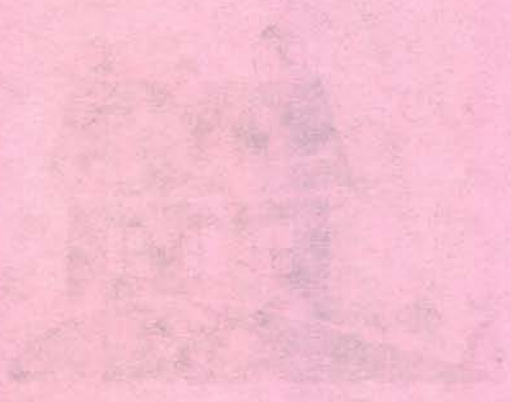
EDUCATION ASSOCIATION

MEA/NEA

1993-94



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AGREEMENT

This Agreement is entered into this 30th day of August, 1993 by and between the Ingham-Clinton County Education Association, as administered through its affiliates, the Ovid-Elsie 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 School District of Ovid-Elsie Area Schools of Elsie, Michigan, hereinafter called the "Board."

ARTICLE I: RECOGNITION

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all certificated personnel, including permanent substitutes, that are under contract or on leave.
- B. Such representation shall exclude the Superintendent, Assistant Superintendents, Principals, Assistant Principals, and any other person engaged fifty percent (50%) or more of the time in direct administration and supervision of professional personnel. The term teacher when used hereinafter in this Agreement shall refer to all professional employees represented by the Local Association in the bargaining or negotiation unit as above defined, and the reference to male teachers shall include female teachers.
- C. The Board agrees not to negotiate with or recognize any teachers' organization other than the Association for the duration of this Agreement.
- D. All certificated personnel except as excluded in Section B, employed half-time or more will be considered teachers for the purpose of this Agreement. Such part-time teachers will be provided fringe benefits on a prorated basis according to the total amount of time spent in the normal weekly teaching load.

ARTICLE II: ASSOCIATION AND TEACHER RIGHTS
AS A BARGAINING UNIT

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every certificated employee of the Board, as defined in Article I, shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation or other 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 the act or other laws of Michigan or the Constitution of the State 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 membership in the Association, his participation in any association activities or his institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment. The rights granted herein to the Association shall not be granted or extended to any competing labor organization.
- B. The Association and its representatives exclusively shall have the right to use school buildings at all reasonable hours for meetings, provided that when special custodial services are required, the Board may make a reasonable charge therefore.
- C. The Association and its members shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations, or a member's scheduled class assignment.
- D. The Association shall have the exclusive right as bargaining unit to use school facilities and equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. Provisions shall be made for office space for conducting Association business and storing of files.
- E. The Association shall have the exclusive right to post notices of activities and matters of Association concern on teaching bulletin boards, at least one of which shall be provided in each building. The Association may use the district mail

(ARTICLE II: continued)

- service and teacher mailboxes for communications to teachers. Announcements over the public address system may be made with authorization by the building principal.
- F. The Board agrees to furnish two (2) copies to the Association as response to the reasonable request from time to time of all information available to the residents of the District, concerning the financial resources of the district, tentative budgetary requirements and allocations, agendas of all regular and special Board meetings, official membership count, names and addresses of all teachers, salaries paid thereto and education background and such other generally available information as will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the teachers and their students.
- G. The Association will make itself available for consultation on any new or modified fiscal, budgetary, or tax programs, constructional programs or major revisions of educational policy, which are proposed or under consideration and the Association may be given opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication. The Board will discuss with the Association any proposal for additional operational or building millage.
- H. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status. Membership in the Association shall not be denied to any teacher because of race, creed, religion, color, national origin, age, sex, or marital status.
- I. The Board shall make an attempt to place on the agenda of each regular Board meeting as one of the first items for consideration under New Business any matters submitted for its consideration by an authorized representative of the Association, so long as these matters are made known to the Superintendent's office five (5) days prior to said regular meeting.

ARTICLE III: BOARD OF EDUCATION RIGHTS

- A. The Board on its own behalf and on the behalf of the public of the school district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and/or the United States.

(ARTICLE III: continued)

- B. The Association recognizes that the Board is legally responsible for the operation of the entire school system within the boundaries of the School District of the Ovid-Elsie Area Schools, and that the Board has the necessary authority to discharge all of its responsibilities.
- C. In meeting such responsibilities, the Board acts through its administrative staff. Such responsibilities include, without being limited to, the establishment of education policies, the construction, acquisition and maintenance of school buildings and equipment, the hiring, transfer, assignment, supervision, discipline, promotion and termination of employment of teachers and the establishment and revision of rules and regulations governing and pertaining to work and conduct of its employees. The Board and administrative staff shall be free to exercise all of its managerial rights and authority to the extent permitted by law, provided, however, that no actions shall violate any of the express terms of this agreement and no rules or regulations shall be adopted or revised which violate the express terms of this Agreement.

**ARTICLE IV: PROFESSIONAL DUES OR FEES AND
PAYROLL DEDUCTIONS**

- A. Within three (3) weeks of the receipt of an Association roster and any new authorizations from the Association members, payroll deductions of dues for the Association, the MEA and NEA shall begin and continue each pay in equal amounts through June 30, of each year. Deductions for the teachers employed after the commencement of the school year shall be appropriately prorated to complete payment by the following June. The amounts of deductions for these dues, as per said written notification, shall not be subject to change during that entire school year. It is expressly understood that the Board is not required to deduct any special Association assessments under the terms of this article.
- B. Any teacher who is not a member of the Association shall as a condition of employment pay a service fee to the Association. The teacher may remit such fee directly to the Association or may elect payroll deduction in the same manner as provided in paragraph A of this article. In the event that a teacher shall not pay such fee directly to the Association, or authorize payment through deductions, as provided in paragraph A, the Board, upon written request of the Association, shall deduct the service fee from such teacher's payroll.

(ARTICLE IV: continued)

The Board may rely upon the Association to establish a service fee which is not in excess of the maximum allowable under the law. In the event the Board is prohibited by law from deducting a service fee from any teacher who is not a member and who does not authorize such a deduction as provided in Paragraph A, the Board shall immediately cause the termination of the employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article is just and reasonable cause for discharge from employment.

- C. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for membership dues or equivalent fees, the Board agrees to remit to the Association Treasurer by the Monday following each payroll, all dues and service fees allocated to the Association accompanied by an alphabetical listing of teachers for whom such deductions have been made. The Association agrees promptly to advise the Board of all members of the Association in good standing upon request and to furnish any other information needed by the Board to fulfill the provisions of this article, and not otherwise available to the Board.
- D. Upon appropriate written authorization from the teacher the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit unit, city income tax, car insurance or any other programs jointly approved by the Association and the Board. Authorization for such deductions must be submitted by the end of the first month after ratification of a new one year contract. Changes in deductions under multi-year agreements may be made up to seven (7) days prior to the third pay of a new school year or January 15 of each year.
- E. The ICEA/Ovid-Elsie Education Association, MEA and NEA agree to defend and save the Board harmless from any monetary damages which may be incurred as a result of the implementation of Article IV of this Agreement.

ARTICLE V: TEACHING HOURS & ASSIGNMENTS

- A. Teachers will check into the building no later than 8:00 AM, and will be at their assigned place of duty twenty (20) minutes prior to the start of classes unless in a meeting called by the principal. Teachers may leave school at 3:30 PM, except on Fridays and days before holidays when teachers may leave ten (10) minutes after students are dismissed. Teachers are encouraged to remain for a sufficient time in their classrooms after the close of the pupil's

(ARTICLE V: continued)

school day to attend to those matters which properly require attention at that time, including assisting students with school work and consultation with parents. All teachers shall be entitled to a duty-free lunch period except in emergency situations such as a student injury. In no case should the teacher's lunch period be shorter than thirty (30) minutes in length. It is understood that lunch begins for the elementary teachers when their children are properly seated in the lunchroom and ends when the admittance bell rings. Changes in starting and ending times will be permitted by mutual agreement, provided that the total time on the job does not exceed the total within the above times. In addition to the above, the responsibilities of each teacher shall include participation in one (1) open house (parent night) each year. The faculty and administration of each building shall plan and schedule the event. Each teacher shall be informed of the date two (2) weeks in advance. Teachers may be excused by the Principal.

- B. The normal weekly teaching loads in the junior and senior high schools will be twenty-five (25) teaching periods, five (5) homeroom or activity periods and five (5) assigned preparation or conference periods. Assignment to a supervised study period, excluding homeroom, shall be a teaching period for the purposes of this Article. This section shall apply to the Middle School if and when it is implemented.
- C. The normal weekly teaching load in the elementary schools will be the equivalent of the above. Elementary teachers will be provided two (2) duty-free fifteen (15) minute periods during the instructional day. A committee of four (4) administrators, appointed by the Superintendent, and four (4) elementary teachers, appointed by the Association, shall be established and shall work during the first semester of the 1987-88 school year to explore means of providing additional preparation time for the elementary faculty. If solutions satisfactory to both parties' representatives on the committee are not agreed upon, the fifteen (15) minutes recesses provided for above, will be expanded to twenty (20) minutes in duration effective at the beginning of the second semester of the 1987-88 school year.
- D. Hours of kindergarten teachers shall be fixed by the principal at the beginning of each semester, but shall in no event be longer than the foregoing.

(ARTICLE V: continued)

- E. The combining of more than one (1) elementary grade in a classroom shall not be done unless it is determined to be the most feasible of all possible alternatives. If such determination is made, no elementary teacher shall be required to teach in such classroom containing a combination of grades that exceeds a total enrollment of twenty-five (25) students.
- F. If and when Title I funds are no longer available to finance the teacher aide programs, volunteers from the teaching staff will be solicited to supervise during the recess periods. If there are no volunteers, teachers may be assigned to recess duty on a rotating schedule by the principal. Teachers who supervise recess periods shall receive either an equivalent amount of duty free time or be compensated financially, the amount of one twentieth (1/20) of the daily rate of a substitute teacher, per recess period. Compensation earned for such services shall be paid following the conclusion of each semester.
- G. Teachers of music, art and physical education, reading consultants, and all special education teachers, kindergarten through twelfth (K-12) grade(s) shall be provided with relief and preparation time to the same extent as other teachers in the district. Counselors and librarians will confer with principals cooperatively to determine relief periods.
- H. Teachers who have an assignment in more than one (1) town may of necessity have to travel during their assigned preparation period or during a lunch period, but where such a condition prevails adjustment to their schedules will be made so that the teacher will have a full assigned preparation period and a full lunch period.
- I. One (1) supervisor shall be designated for each teacher who is assigned to more than one building. The Supervisor appointed shall be responsible for all aspects of administration related to the teacher.
- J. If a teacher shall teach more than the normal weekly teaching load as set forth in this article, he shall receive an additional one-fifth (1/5) of his annual base salary prorated, for the term of the extra assignment.
- K. Secondary teacher daily assignments will include subjects that will involve not more than three (3) major preparations except when a situation arises in which an additional preparation is unavoidable, the teacher will be notified of this necessity at the time of class schedule completion. All course offerings listed in the secondary curriculum shall be considered a major preparation.

(ARTICLE V: continued)

- L. Teachers will be notified of their tentative assignments for the ensuing year as soon as possible, but not later than June 1. Any tenure teacher who receives a change in assignment after July 1, that is not mutually agreed to, will be released from his contract, if so requested, without loss of certification. Every effort will be made to avoid reassigning probationary teachers to different grade levels or subject areas unless the teacher requests or agrees to such a change.
- M. There may be one (1) building and one (1) released time meeting per month plus such emergency meetings as may be necessary. Such meetings shall not extend beyond four-thirty (4:30) PM.
- N. No departure from these norms shall be made without prior consultation with the Association. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional Grievance Procedure herein after set forth.
- O. Elementary special classes (e.g., PE, Library, Music, etc.) shall be scheduled to commence on the first full instructional day of the school year following Labor Day, or the first full instructional day of the second week of the school year if school is scheduled to begin after Labor Day.

ARTICLE VI: CLASS SIZES

A. The Board agrees to continue its effort to keep class sizes at an acceptable number in order to provide an effective educational program. Every effort will be made to enroll students in each classroom in accordance with Section B of this Article, within the financial and facility limitations of the District. The District shall have until the fourth Friday following Labor Day within which to adjust imbalances in classroom enrollments. When situations arise where it will be necessary to assign students above the maximum standards in Section B, teacher assigned such additional students shall be compensated according to Section C of this Article retroactive to month during which the overage was initiated.

B. The following are recommended class sizes:

1. ELEMENTARY

Kindergarten/First Grade.....	25 Students
(Effective 1988-89).....	24 Students
Second Grade.....	26 Students
Third through Sixth Grades.....	28 Students

(ARTICLE VI: continued)

2. JUNIOR HIGH

The following are average class sizes for the individual teachers:

Grades Seven/Eight..(Except Health/Phys. Ed.)..... 28 Students

3. HIGH SCHOOL

English..... 28 Students

Remedial English..... 25 Students

Writing..... 25 Students

Speech..... 26 Students

Foreign Languages..... 28 Students

Mathematics..... 28 Students

Social Studies..... 30 Students

Business Education..... 28 Students

Typing..... 36 Students

Steno/Clerical..... 24 Students

Science

Earth Science..... 28 Students

Biology..... 28 Students

Chemistry..... 24 Students

Physics..... 24 Students

Industrial Education

Wood Technology..... 24 Students

Metal Technology..... 24 Students

General Industrial Education..... 24 Students

Electricity/Electronics..... 20 Students

Drafting..... 26 Students

Vocational

Agriculture..... 28 Students

Homemaking..... 28 Students

Farm Shop..... 18 Students

Power Mechanics..... 18 Students

Art..... 28 Students

Health and Physical Education (Jr./Sr. High)..... 40 Students

Study Hall to be left open

Music..... to be left open

In case of class imbalance at the secondary level, maximum student load per day is the total of maximum class sizes set above.

(ARTICLE VI: continued)

- C. When teachers are assigned students in excess of the maximum they shall receive additional compensation at the rate of ten dollars (\$10.00) per month for each student in excess of the above stated maximum. Where the district determines, after consultation with the Association, that maximum standards within a particular building or grade level must be exceeded, students will be distributed as equally as possible among the teachers of that level.

ARTICLE VII: WORKING CONDITIONS

- A. The Board agrees to make available in each school adequate typing, duplication, stencil and mimeograph facilities.
- B. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment.
- C. Telephone facilities shall continue to be made available to teachers for their reasonable use. All toll calls shall be recorded on the appropriate form. Personal calls shall not be charged to the Ovid-Elsie Area Schools.
- D. Upon request of the association, vending machines shall be installed in the Teacher's Lounge and Lunch Room area without cost to the Board of Education.
- E. Parking facilities shall be made available to all teachers for their use.
- F. The Board shall make every attempt to eliminate unsafe and hazardous conditions which endanger the health, safety or well-being of students and employees.
- G. In any future building program or any major renovation of existing buildings the Board shall make available restroom and lavatory facilities exclusively for teacher use, and a furnished room shall be reserved for use as a faculty lounge in which smoking shall be permitted. Teachers shall have the responsibility for maintaining the teacher's lounge in a tidy condition.
- H. Teachers shall not be required to report for duty on days when school is closed due to an "Act of God." Should a closing because of conditions not within the control of school authorities require the scheduling of additional days of student instruction because previously scheduled days could not be counted; such additional days will be rescheduled without additional compensation as follows in order of priority not to exceed 180 instructional days:

1. The first Friday and/or Monday in March as needed.
2. Good Friday 1/2 Day
3. 1/2 of the End of Year Record Days
4. Extended School Year

If at any time during the life of this Agreement, it becomes lawful to count as days of pupil instruction days pupil instruction is not provided due to conditions not within the control of school authorities such as due to severe storms, fires, epidemics or health conditions, it is agreed that the following provision shall become immediately effective.

When an Act of God or an employer directive forces the closing of a school or other facility of the employer, bargaining unit members shall be excused from reporting to duty without loss of pay. Days lost due to school closing under the foregoing circumstances shall not be rescheduled. To the extent that any other provision of the collective bargaining agreement, such as the school closing provision, school calendar or the like shall be inconsistent with the foregoing, such provisions shall be null and void as to the extent of the inconsistency.

- I. School Improvement Committees shall develop, conceptually, the proposals it determines are desirable for the improvement of the school program. Each committee shall take steps to ascertain funding that would be necessary to implement each proposal. The Board shall determine whether a proposal is likely to be implemented by the District. Upon such indication, the proposing Committee shall proceed to complete development of the details of the proposal to be recommended to the Board.
- J. The adoption of any School Improvement Program shall not serve to modify the terms and conditions of this Agreement. Prior to adoption and implementation of a School Improvement Program each party, upon the request of the other, agrees to meet in order to consider contractual revisions which might be necessary in order to resolve conflicts between provisions of this Agreement and a proposed program. No revision shall be effective unless ratified by the membership of the Association and the Board.
- K. When a teacher is assigned a student from a special education program for severely impaired students (e.g., POHI, SXI, SMI, TMI), the teacher shall not be expected to perform routine, scheduled maintenance of a medical appliance or apparatus used by the student to sustain his/her bodily functions nor render routine, scheduled care or maintenance of exceptional bodily functions related

(ARTICLE VII: continued)

to the student's impaired condition. The teacher shall be informed and instructed as to emergency measures which may be necessary on occasion due to the student's impaired condition.

Otherwise, it shall be the responsibility of the teacher to implement the student's individualized educational plan for attending to the educational needs of the student while in the teacher's class. When the I.E.P.C. deems it necessary, assistance will be given to the teacher in order to assure that the teacher is prepared to instruct the student according to the individual educational plan.

ARTICLE VIII: VACANCIES, PROMOTIONS AND TRANSFERS

- A. The Board recognizes that it is desirable in making assignments to consider the interests, aspirations and qualifications of its teachers for transfer to a different class, building or position. One (1) copy of the written request shall be filed with the Superintendent and one (1) copy shall be filed with the Association. The request shall set forth the reasons for desiring transfer, the school, grade or position sought, and the applicant's qualifications. For the use of this article, qualifications shall be defined in priority ranking as:
- a. Specific state certification for the required discipline grade level.
 - b. Successful teaching experience in the required discipline and/or grade level.
 - c. Extent of academic training in the required discipline and/or grade level.
- B. The Association recognizes that when positions open during the instructional year it may be difficult to fill them from within the district without undue disruption of the existing instructional program. The Superintendent will fill such a position on a temporary basis or tentative basis and will post the position as in paragraph D. If no application is made by a staff member, the newly employed teacher may be continued in the position for the succeeding school year.
- C. For the purposes of this article, vacancies will be determined to exist only after the Board has formally accepted the resignation or retirement of a contracted teacher from employment within the school district and the vacated position has been authorized for retention in the program. A vacancy will

(ARTICLE VIII: continued)

also exist when a necessary expansion of instructional personnel is authorized. A vacancy does not exist while there are teachers on layoff status who are certified to fill an available position or when a teacher who is certified for an open position is ready to return from an authorized leave of absence. Posting of such a position is not required.

- D. The Board declares its support of a policy of filling vacancies, including vacancies in supervisory positions, from within its own teaching staff. When a vacancy arises or is anticipated, the Superintendent shall promptly notify the Association and (within ten (10) days) post notice of same on a bulletin board in each school building for no less than fourteen (14) calendar days before the position is filled. Following the close of school, such vacancies shall be posted in the Administrative Office(s) only, and written notice sent to Association officers; namely, the President, Vice-President, and seven (7) copies to the Secretary. Vacancies shall be filled on the basis of the experience, competency and qualifications of the applicant, length of service in the district and other relevant factors. Any new positions, including supervisory positions, shall be posted with accompanying general job description. An applicant with less service in the district shall not be awarded such position unless his qualifications shall be substantially superior. The Board reserves the right to make the final judgment in filling all positions. This shall be subject to the grievance procedure through step five (5) but shall not be arbitrable.
- E. Any teacher who shall be transferred to an administrative or executive position and shall later return to a teacher's status shall be entitled to retain such rights as he may have had under this agreement prior to such transfer to supervisory or executive status.

ARTICLE IX: CHAIRPERSON(S)

- A. A department chairperson shall be appointed in those areas where the equated number of full-time teachers working in these areas in grades seven (7) through twelve (12) is six (6) or more full-time teachers. The equated membership shall be determined by adding the number of teaching periods in which class is offered in these respective disciplines and dividing by five (5) which is the normal teaching load of five (5) hours.

(ARTICLE IX: continued)

- B. One (1) elementary grade chairperson shall be appointed for the following grade configurations: DK-2; 3-4; 5-6.
- C. The chairperson shall be elected from among the members of his department/grade by the members of his department/grade and one (1) administrator at the end of each year for the ensuing year.
- D. Each chairperson shall be a tenure teacher and will be appointed for a term of one (1) year. His appointment will coincide with the regular school year. Such chairperson shall not be considered a supervisory employee.
- E. Circumstances may arise when it is deemed necessary for efficiency and effectiveness to have a chairperson in a department/grade not meeting the necessary minimum criteria outlined in paragraph A. When this occurs, the principal will, after consultation with the department, designate a chairperson for that department/grade.
- F. The chairperson shall submit to the administrative council a comprehensive report of the condition of his department/grade, department/grade objectives, and his suggested method of attaining these objectives.
- G. A chairperson shall receive compensation as set forth in Appendix B-2.
- H. DUTIES OF CHAIRPERSON(S)
 - 1. Assist in orientation of new teachers.
 - 2. Coordinate and improve the teaching in the department/grade.
 - 3. Assist substitute teachers.
 - 4. Work with librarian and staff in selection of materials.
 - 5. Act as a department/grade representative in meetings with administrators, instructional council, and other department/grade heads.
 - 6. Coordinate the activities of the department/grade with the total instructional program.
 - 7. Act as chairperson in revision of course of study.
 - 8. Work with administrators and instructional council to develop departmental/grade policies.
 - 9. Examine and circulate professional materials in the department/grade.
 - 10. Compile yearly textbook inventory.
 - 11. Determine yearly replacement of textbooks.
 - 12. Arrange departmental/grade meetings.
 - 13. Maintain departmental/grade files (answer books, teaching aids, transparencies for overhead, etc.).

(ARTICLE IX: continued)

14. Review all requests by members of the department/grade for materials, equipment, etc., and approve requisitions for the purchase of those items deemed advisable.
15. Be responsible for completing all reports which may be required by the State Department of Education which are relative to the department/grade.
16. Chairpersons will serve as voting members of the Instructional Council.

ARTICLE X: TEACHER EVALUATION AND PROGRESS

- A. Probationary teachers shall be evaluated at least two (2) times during the school year. The first evaluation will be prior to the end of the first semester, and the second not later than April 15th of each year. During the first month of the school year, informal observations of the probationary teacher(s) may be made by the building principal to make the teacher aware of possible problems which may be developing. Teachers whose services are being considered for termination shall be notified in accordance with the provisions of the "Michigan Teacher Tenure Act."

Tenure Teachers shall be evaluated at least bi-annually. Every effort will be made to complete the evaluation process prior to the last month of the school year.
- B. Evaluation shall be conducted by an administrator of the Ovid-Elsie Area Schools system. Each probationary teacher shall be observed in person for a minimum of thirty (30) consecutive minutes as a partial basis for evaluation. All monitoring or observation of the performance of a teacher in the classroom will be conducted openly and not by the use of eavesdropping, public address or audio systems and similar surveillance devices.
- C. A personal conference between the teacher and the evaluator shall take place within ten (10) days of the classroom observation. Three (3) copies of the written evaluation shall be submitted to the teacher at the time of the conference or within five (5) days, two (2) copies to be signed by the teacher and returned to the administration, the other copy to be retained by the teacher. In the event that the teacher feels that his evaluation is incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his personnel file.
- D. A teaching coach may be assigned by the building principal to a probationary teacher. The teaching coach shall be a tenure teacher within the same building as the probationary teacher. The teaching coach may assist and counsel the

(ARTICLE X: continued)

probationary teacher in acclimating to the teaching profession and to the school system. The teaching coach shall not be involved in the evaluation of the probationary teacher.

- E. Each teacher shall have the right, upon request, to review the contents of his personnel file, confidential credentials excepted. A representative of the Association may be requested to accompany the teacher in review.

The teacher shall be afforded an opportunity to file a response thereto and said response shall become a part of said file. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded or disciplined for any infraction of policy or delinquency in professional performance. When a request for such representation is made, no formal action shall be taken with respect to the teacher until such representative of the Association is present. No teacher shall be disciplined or reprimanded, without just cause, any such discipline or reprimand, including adverse evaluation of teacher performance, asserted by the Board or any agent or representative thereof, shall be subject to the grievance procedure as set forth in that article. All information forming the basis for disciplinary action will be made available to the teacher and to the Association.

- F. Each teacher's personnel file shall contain the following items of information:

1. All teacher evaluation reports.
2. A transcript of academic records.
3. Tenure notification papers.

- G. If as a result of an evaluation, performance deficiencies are noted by the evaluator, such deficiencies shall be set forth in specific terms in writing and discussed with the teacher. Specific ways shall be identified in which performance is to improve. The teacher shall be involved in the development and implementation of any plans for improvement of performance.

ARTICLE XI: PROFESSIONAL BEHAVIOR AND IMPROVEMENT

- A. Teachers are expected to comply with reasonable rules, regulations and directions adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that the teacher may reasonably refuse to carry out an order which threatens physical safety or well-being.

(ARTICLE XI: continued)

- B. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, participation in community educational projects, and approved visitation at other schools and attending educational conferences. Expenses and mileage may be paid if administrative approval is obtained. Expenses and mileage for conferences approved by the administration in accordance with school board policy, shall be reimbursed to the teacher.

ARTICLE XII: ILLNESS OR DISABILITY
ALLOWANCE

- A. Twelve (12) days sick leave, two (2) of which may be used for personal leave, shall be credited to each full-time teacher's leave bank at the beginning of the school year. Each teacher's leave bank will consist of all unused sick days and/or time spent substituting for another teacher. If any teacher shall resign prior to the completion of the school year, he shall repay the Board for any sick leave paid in excess of that earned on a prorated basis. A statement to all teachers of accumulated sick leave will be made in the month of September. An accounting will be kept in each principal's office.
- B. Any teacher whose personal illness extends beyond the period compensated under sick leave allowance shall be granted a leave of absence without pay for a period not to exceed one (1) year, renewable at the discretion of the Board of Education. Upon return from leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position.
- C. A teacher may donate days from his accumulated sick leave to another who has exhausted his accumulated sick leave. A written authorization by the donating teacher shall be sent to the Board of Education and a copy to the Association.
- D. Teachers will be informed of a primary telephone number they shall call before six forty-five (6:45) AM, to report unavailability for work. An alternate number will also be provided for use when the primary number is busy.
- E. No deduction of leave time shall be made for either personal leave or sick leave in the event an "Act of God" day is declared for the district or any individual building in the district.

ARTICLE XIII: PROFESSIONAL, PERSONAL AND
ASSOCIATION LEAVE

- A. Leave of absence, with pay, not chargeable against the teacher's sick and personal business allowance shall be granted for the following reasons:
1. Approved visitation at other schools or for attending educational conferences or other professional development activities. Formal application and approval shall be made in triplicate: one (1) copy for the superintendent, one (1) for the principal, and one (1) for the teacher. Expenses and mileage will be paid if administrative approval is obtained.
 2. Absence when a teacher is called for jury duty, provided that the teacher has notified the Superintendent of Schools within five (5) days after notification, and also provided that the hearing judge will not accept a request to be excused. The teacher shall be paid by the district during the period of jury duty and the compensation paid the teacher by the court shall be submitted to the district excluding allowance for mileage and meals.
 3. Court appearances as a witness in any case connected with the teacher's employment by the school or whenever the teacher is subpoenaed to attend any proceedings.
 4. A maximum of five (5) days per year for death in the immediate family. Immediate family shall, for this benefit, mean spouse, parents, parents-in-law, brothers, sisters, grandparents or children of the employee. Any days used for this purpose in excess of five (5) shall be charged against the individual teacher's accrued sick leave bank.
 5. Time necessary to take the selective service physical examination
 6. Time lost by a teacher in connection with any incident mentioned in Article XXI, compensable under worker's compensation, shall not be charged against the teacher's accumulated sick leave.
 7. A teacher engaged during the school day in negotiations on behalf of the Association with the representative of the Board shall be released from regular duties without loss of pay.
- B. Leaves of absence, with pay, chargeable against the teacher's sick and personal leave allowance shall be granted for the following reasons:
1. Serious illness in the immediate family. Such use shall be limited to five (5) days per illness, not to exceed ten (10) days per year. Immediate family shall, for the benefit, mean spouse, parents or children for whom employee has primary responsibility.
 2. Time necessary for attendance at the funeral service of a person whose relationship to the teacher (if so determined from evidence presented to the Superintendent) warrants such attendance.
 3. Personal Leave: Requests for Personal Leave shall be filed in writing with the building principal at least twenty-four (24) hours in advance of taking personal leave days. Personal leave days may not be granted for a day prior to, or following a holiday or vacation period.

(ARTICLE XIII: continued)

A total of not more than four (4) teachers from the bargaining unit shall be absent for personal leave on any one (1) day, except that the Superintendent may approve any request beyond the first four (4) requested submitted by a teacher who has a pressing need to be absent. Any teacher who does not use his/her personal leave day(s) shall have an additional day(s) added to the teacher's accumulated sick leave for each unused day. A teacher who does not utilize any personal leave days during a given school year will have a maximum of three (3) such days available to them the next school year.

- C. The Board shall grant a total of twenty-five (25) teacher leave days per year to the Association without loss of time or pay to attend approved Association grievances, arbitrations, labor disputes other than contractual violations and meetings. The Association shall reimburse the Board for the salary of the substitute teachers.

ARTICLE XIV: UNPAID LEAVES OF ABSENCE

- A. All requests for leaves of absence without pay shall be in writing and be submitted to the Superintendent at least sixty (60) calendar days prior to the beginning of a school year. The sixty (6) calendar days submission may be waived at the Board's discretion.
- B. It is the teacher's responsibility to notify the Superintendent no later than May 1st, of the preceding year of the date upon which he/she desires to resume active status as an employee. Resumption of active status should coincide with the beginning of a school year with exceptions at the discretion of the Board.
- C. Leaves without pay may be granted upon application in accordance with the following provisions:
1. Other Teaching Programs - A leave of absence up to two (2) years may be granted to any teacher, for the purpose of participating in teaching programs in other territories, countries, or military teaching programs, provided such teacher states in writing his intention to return to the school system. Upon return from leave, a teacher shall be laced on the same step of the salary schedule as he/she would have been had he/she taught in the district during such period.
 2. Study Leave - A leave of absence shall be granted to a teacher for study related to the teacher's major or minor fields or to meet eligibility requirements for certification other than that held by the teacher. Such leaves will commence only at the beginning of a school year and re-employment during the year will be at the discretion of the Board.

3. A leave of absence shall be granted to any teacher for required military duty. A teacher returning from military leave shall be given the benefit of any increments which would have been credited to him had he remained in active service to the school system. The teacher shall retain the sick leave allowance which he accumulated prior to his military leave.
4. Teachers who are officers of the Association staff should be given a leave of absence for the purpose of performing duties for the Association for a period not to exceed one (1) year. Teachers given leaves of absence for this purpose, shall not receive credit for increments on the schedule for the period of the leave.
5. The Board shall grant a leave of absence to any teacher to campaign for, or serve in, a public office. The Board of Education shall not be obligated to grant a leave of absence for a longer period than one (1) term of office or one (1) semester (which would cover an unsuccessful campaign). Upon his return from leave, the teacher shall be assigned to the same position, if available, and shall be placed on the same step on the salary schedule as he had prior to his leave.
6. A child care leave shall be granted to any teacher for no more than two (2) calendar years. Upon request, an extended leave may be granted by the Board. Upon return, the teacher will be reinstated to a position for which he/she is certified. All benefits which had accrued at the time the leave commenced shall be restored to the teacher upon reinstatement. A leave, not to exceed two (2) calendar years, shall be granted a tenure teacher for the adoption of a child. Upon request, an extended leave may be granted by the Board.

ARTICLE XV: SABBATICAL LEAVE

- A. Pursuant to Section 380.1235 of the School Code of 1976, teachers who have been employed in teaching at Ovid-Elsie Area Schools for seven (7) years may be granted a sabbatical leave for one (1) year, provided further the teacher must serve two (2) years subsequent to the sabbatical leave in the Ovid-Elsie Area Schools.
- B. During said sabbatical leave, the teacher shall be considered to be in the employ of the Board and shall be paid a \$2,500.00 annual salary. A teacher upon return from sabbatical leave shall be restored to his former position or to a position of like nature, seniority and stature. Any period spent on sabbatical leave shall be treated as teaching service for the purpose of applying the salary schedule set forth in Schedule A. The Board of Education shall not be liable for death or injury sustained by any teacher while on sabbatical leave.

ARTICLE XVI: TERMINAL LEAVE

- A. Teachers, who upon permanent retirement have been employed by the school system for at least the last ten (10) consecutive years, will receive a terminal leave payment based upon the Board of Education policy governing substitute teachers' pay as follows:

(ARTICLE XVI: continued)

1. 10-15 years - 45% of accumulated sick leave.
- 16-20 years - 55% of accumulated sick leave.
- 21-25 years - 65% of accumulated sick leave.
- 26 + years - 75% of accumulated sick leave.

ARTICLE XVII: INSTRUCTIONAL COUNCIL

- A. An Instructional Council composed of Department/Grade Chairpersons and seven (7) other teachers, three (3) administrators, and one (1) Board member shall be established at the beginning of the school year. Each representative shall be chosen from the body of the professionals which he represents. The Instructional Council shall meet during the regular school year other than during instructional time, and shall advise the Board and the Association on such matters as in-service training, courses of study, textbook selection, curriculum guides, pupil testing, evaluation philosophy, educational specifications for buildings, and related matters. The Instructional Council shall function according to the guidelines set forth in Appendix "C."

ARTICLE XVIII: SPECIAL AND STUDENT-TEACHING ASSIGNMENTS

- A. Student teachers will be assigned primarily to tenure teachers. Acceptance of a student teacher by a member of the staff will be on voluntary basis.
- B. Supervisory Master Teachers shall work directly with the administration and the program coordinator, and will assist in developing opportunities for the intern teachers to observe and practice the arts and skills of the profession.
- C. The Association agrees to accept intern teachers as honorary members during their internship period and include them in appropriate meetings and activities of the Association.
- D. The Board shall disclose the amount received from the university placing the student teachers. Monies made available to the district from the placing university, excluding monies for the school's coordinator of a cluster program, shall be used for instructional materials.
- E. The Supervisory Master Teachers shall file the necessary reports as determined by the university coordinator.

ARTICLE XIX: SCHOOL CALENDAR

- A. For the term of this Agreement the school calendar shall be as set forth in Appendix A. There shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Association.

ARTICLE XX: PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in Appendix B, which is attached to and incorporated in this Agreement. Such salary schedules shall remain in effect during the designated periods.
- B. Should a teacher die while employed with this school district, all earned monies and fringes will be paid to their designated beneficiaries as listed on the state retirement form.
- C. The number of years a teacher may transfer from any school district in the State of Michigan or other teaching experience gained in a school district accredited by a recognized accrediting agency shall be limited. The Board reserves the right to employ a teacher at Step 1, not to exceed the number of years of experience previously gained by said teacher. It is agreed that all teachers in the Ovid-Elsie Area Schools are on the appropriate step on the salary schedule in Appendix B-1 and B-2 of the Master Agreement ending June 30, 1993. A new teaching employee will be placed on the appropriate degree salary schedule (i.e. BA or BA+30/MA column).
- D. Teachers involved in voluntary extra duty assignments as set forth in Appendix B-2, which is attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions of this Agreement without deviation. All teachers will be subject to assignment on a rotation basis if volunteers are not available.
- E. If a teacher substitutes during his assigned preparation period, he/she shall be compensated for each such period at the rate of sixteen dollars (\$16.00) per class hour. Payment shall be made twice yearly, by the second pay following the close of each semester. A carbon copy of the substitution record shall be given to the teacher each time he/she substitutes.

In lieu of monetary compensation a teacher may accumulate additional sick leave at the rate of two (2) hours for each one (1) hour substituted.

If a teacher has reached the maximum of accumulated sick leave days, as per Article XII, these leave days shall be in addition to the maximum sick leave accumulation.

(ARTICLE XX: continued)

- F. Teachers, required in the course of their work to drive personal automobiles from one school building to another, shall receive a car allowance of twenty-five cents (25¢) per mile. The same allowance shall be given for use of a personal automobile for field trips or other business of the district.
- G. A year of training shall be interpreted as thirty (30) semester hours or forty-five (45) term hours.
- H. Credit for training shall be based on official college credits.
- I. Any change in classification of the teacher's salary status (for example, from BA to BA+30/MA), the teacher will move across to his new classification and increase in pay at the time of approval of these credits.
- J. Pay day will be on alternate Fridays, in twenty-two (22) or twenty-six (26) checks. Teachers who are making application for retirement with the Michigan Public School Employees Retirement Fund Board may request the balance of their salary to be paid prior to June 30th, by making application to the Board on or before the first of May (May 1).
- K. When a pay day falls during a vacation period or the summer, the Board agrees to send the check postpaid to each teacher.

ARTICLE XXI: STUDENT DISCIPLINE AND
TEACHER PROTECTION

- A. STUDENT DISCIPLINE AND CONTROL
 - 1. Each teacher has a responsibility for maintaining proper student control and discipline throughout the school day as well as at school sponsored activities where he is serving as a sponsor or a chaperone. The teacher has the primary responsibility for maintaining control and discipline in his classroom. The Board will give reasonable support and assistance to teachers with respect to maintenance of control and discipline. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, or law enforcement personnel, the teacher shall advise the principal and if the principal concurs and such help is available, reasonable steps shall be taken to provide such special attention as is required. In the event of a disagreement, the teacher may appeal the decision to the Superintendent.

2. It is recognized that discipline problems are less likely to occur in classes where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. A teacher may use such force as is necessary to protect himself from attack or to prevent injury to another student.
3. A teacher may temporarily suspend a pupil from class when the grossness of the offense, persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in that classroom intolerable. In such cases, the teacher will promptly furnish the principal or assistant principal full particulars of the incident. A final disposition of the situation shall be at the discretion of the building principal or assistant principal who shall inform the teacher of his decision, before the student is readmitted.
4. School authorities will endeavor to achieve correction for the student's misbehavior through counseling and interviews with the child and his parents when warranted. Transfer of the student to another teacher or other measures short of suspension will first be exhausted.
5. A guideline by the administration governing use of corporal punishment of students shall be publicized to all teachers no later than the first week of each school year. In the absence of a published school district policy, teachers shall be free to employ such means of corporal punishment as they shall, in their discretion, regard as reasonable.

B. WORKER'S COMPENSATION

The Board shall provide Worker's Compensation Insurance as provided by law.

C. CARE OF PROPERTY AND SAFETY OF PUPILS

Teachers shall be expected to exercise reasonable care with respect to safety of pupils and property and are hereby cautioned that they may be individually liable to pupils and/or parents for injury as the result of personal negligence of the teacher.

D. ASSAULT

Any case of assault upon a teacher which has its inception in a school centered problem shall be promptly reported to the Board or its designated representative.

If the assault was by pupil or pupils, the administration shall promptly investigate the matter and determine suitable treatment for the assaulting pupil(s). The decision shall be communicated to the teacher. A designated representative shall promptly report the incident to the proper law enforcement authorities.

E. PARENT COMPLAINT

Any complaints by the parent of a student, directly toward a teacher shall be promptly called to the teacher's attention if considered serious enough by the appropriate administrator to add to the teacher's personnel file.

ARTICLE XXII: GRIEVANCE PROCEDURE

- A. If any teacher has a complaint regarding any condition of employment covered by the Michigan Teacher Tenure Act, such complaint or grievance shall be dealt with exclusively through the provision of said act and the established procedures thereof. If the matter being grieved is appealed to the Tenure Commission, the matter shall not be arbitrable.
- B. Failure on the part of the teacher or Association to process the grievance within the specified time limits constitutes a dropping of the grievance.
- C. If any teacher has a complaint of unjust treatment in the interpretation or the application of this Agreement or rule, order or regulation of the Board, the aggrieved teacher may proceed as follows:
 1. Personnel having a grievance shall present it formally to the building principal not later than five (5) working days after the alleged grievance occurred.
 2. If no satisfactory agreement is reached at level one within three (3) days of the discussion, the teacher shall present said grievance in writing to the Grievance Committee of the Association within five (5) working days of the discussion at level one.
 3. The Grievance Committee, acting as a screening body and pending every effort to solve such problem, shall present such written grievance to the building principal not later than twelve (12) working days of the original discussion with said building principal.
 4. If no mutually satisfactory decision is made within five (5) working days, written appeal may be made by the Grievance Committee to the Superintendent of Schools. The building principal will file with the Superintendent of Schools a brief, containing original written grievance in its entirety and his recommendations together with substantiating evidence for such decision. Within ten (10) working days after the written request is filed with the Superintendent, he shall hold a hearing concerning the alleged grievance. The decision in writing by the Superintendent shall be given to the employee and the designated representative within ten (10) working days after the hearing.

5. If this decision is not satisfactory, the teacher may file, in writing, his alleged grievance with the Board at least eight (8) days prior to its next regular Board meeting. The Board shall place said grievance on the agenda of its next regular meeting, at which time the teacher and/or the designated Association representative shall be given an opportunity to be heard. The Board shall render its decision in writing at or before the next regularly scheduled Board meeting.
6. If the Association is not satisfied with the disposition of the grievance by the Board, or if disposition has not been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within five (5) calendar days from the notification date that arbitration will be pursued, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceedings. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from, the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the parties. The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th, of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance by the end of the school term or as soon thereafter as possible. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution. Each party shall submit to the other party not later than three (3) days prior to the hearing a pre-hearing statement alleging facts, grounds and defense which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance. The Association shall have no right to initiate a grievance involving the right of a teacher or of a group of teachers without his or their express approval in writing thereon. All preparations, filing, presentation or consideration of a grievance shall be held at a time other than when a teacher or a participating association representative are to be at their assigned commitment to instructional obligations. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify, any of the terms of this Agreement. In rendering decisions, the arbitrator shall give due regard to the responsibility of the Board and shall so construe the Agreement so that there will be no interference with such responsibilities except as they may be specifically conditioned by this Agreement. After a case on which the arbitrator is empowered to rule thereunder has been referred to him, it may not be withdrawn by either party except by mutual consent. No more than one (1) grievance may be considered by the arbitrator at the same time except upon written consent and then only if they are of similar nature. Each party shall assume its own cost for representation, including any expense of witnesses.

ARTICLE XXIII: NEGOTIATION PROCEDURE

- A. Representative of the Board and the Association Bargaining Committee will meet at the request of either party for the purpose of reviewing the administration of the contract, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.
1. Each party shall submit to the other an agenda covering what they wish to discuss.
 2. All meetings between the parties will regularly be scheduled to take place as promptly as possible at times when the teachers involved are free from assigned instructional responsibilities unless otherwise mutually agreed upon.
 3. Should such a meeting result in a mutually acceptable amendment to the Agreement, the amendment shall be subject to ratification by the Board and the Association provided that the Bargaining Committee shall be empowered to affect temporary accommodations to resolve special problems.
- B. The Association shall designate a teacher in each building as Association Representative (A.R.). At the request of the building principal, or A.R., they shall meet for the purpose of reviewing the administration of the contract and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.
- C. Between March 15, and April 1, or before if mutually agreed upon, the parties shall initiate negotiations for the purpose of entering into a successor Agreement for the forthcoming year.
- D. Neither party in any negotiations shall have any control over the selection of the negotiation or bargaining representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- E. There shall be three (3) signed copies of the final Agreement for the purpose of record. One (1) shall be retained by the Board, one (1) by the Association, and one (1) by the Superintendent.

ARTICLE XXIV: REDUCTIONS IN PERSONNEL, SENIORITY AND RECALL

- A. In the event of layoff due to a decreased student enrollment or shortage of revenue, the order of reduction shall be:

1. First year probationary teachers shall be laid off first by using the following order:
 - a. Certification
 - b. Seniority - Seniority shall be defined as the teacher's first working day in the school district. In the circumstances of more than one individual teacher beginning employment on the same date, all individuals so affected will participate in a drawing to determine position on the seniority list. The Association and teachers so affected shall be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place which will reasonably allow all affected teachers and Association representatives to be in attendance. A teacher shall lose his seniority if he resigns, retires, or is discharged by the Board.
 2. Second year probationary teachers shall be laid off in accordance with A-1 above.
 3. Third year probationary teachers shall be laid off in accordance with A-1 above.
 4. Tenure teachers shall be laid off only after all probationary teachers have been laid off. In proper cases of special qualifications, exceptions may be made by mutual consent. Tenured teachers shall be laid off by using the criteria below in the following order:
 - a. Certification
 - b. Seniority - Seniority shall be defined as the teacher's first working day in the school district. In the circumstances of more than one individual teacher beginning employment on the same date, all individuals so affected will participate in a drawing to determine position on the seniority list. The Association and teachers so affected shall be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place which will reasonably allow all affected teachers and Association representatives to be in attendance. A teacher shall lose his seniority if re resigns, retires, or is discharged by the Board. Absences of a semester or longer shall reduce seniority on a pro-rated basis. There will be no reductions less than one (1) semester.
- B. If for any reason the Board anticipates a reduction of staff it shall, prior to taking formal action, consult with the EA to receive recommendations regarding priorities and procedures to be followed.
- C. In the event it becomes necessary to reduce the number of teachers through layoff of employment, or to reduce the number of teachers in a given subject area, field, or program, or eliminate or consolidate position(s), the Board shall determine the order of layoff provided, however, such action shall not

(ARTICLE XXIV: continued)

be contrary to Section A. The Board shall endeavor to give forty-five (45) calendar days notice of layoff to the individual involved, and in any event, thirty (30).

- D. It is further agreed that any layoff pursuant to this article shall automatically terminate the individual employment contract of all laid off teachers and shall suspend for the duration of the layoff the Board's obligation to pay salary or fringed benefits and any laid off teacher's individual or supplemental employment contract as well as all benefits under this collective bargaining agreement. Changes in a teacher's certification while on layoff shall not affect the teacher's status during layoff period.
- E. Any teacher on layoff shall be recalled in inverse order of layoff provided he is certified for the vacancy. No new teachers shall be employed by the Board while there are teachers of the district who are laid off unless there are no laid off teachers with proper certification to fill any vacancy which may arise.
- F. The Board shall be given written notice of recall from layoff by sending a registered or certified letter to said teacher, at his last known address. It shall be the responsibility of each teacher to notify the Board of any change in address. The teachers address as it appears on the Board's records shall be conclusive when used in connection with layoff's, recall, or other notice to the teacher. If a teacher fails to report to work within ten (10) calendar days from the date of sending the recall, unless an extension is granted in writing by the Board, said teacher shall be considered as a voluntary quit and shall thereby terminate his individual employment contract and any other employment relationship with the Board.
- G. The parties agree that, when a layoff is impending, the Board is obligated to reassign staff in such a way so as to ensure that the most senior teachers are retained. However, when available positions occur and there exist persons who are eligible for recall, then the Board is not obligated to reassign existing staff.

ARTICLE XXV: MISCELLANEOUS PROVISIONS

- A. This Agreement shall constitute the full and complete commitment between both parties and may be altered, changed, added to, deleted from or modified,

- only through the voluntary mutual consent of the parties in written and signed amendment to this Agreement.
- B. Any individual contract between the Board of Education and an individual teacher, heretofore executed shall be subject to, and consistent with, the terms and conditions of this Agreement.
 - C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. All teachers covered under this Agreement who participate in the production of tapes, publications, or other produced educational materials shall retain residual rights should they be copyrighted or sold by the District.
 - D. 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 shall such provision or application not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
 - E. Copies of this Agreement titled "Agreement between the Ovid-Elsie Area Schools Board of Education and the Ingham-Clinton County Education Association/MEA/NEA," shall be printed at the joint expense of the Board and the Association within thirty (30) days after the Agreement is signed and presented to all teachers employed or hereafter employed. Further, the Board shall furnish twenty-five (25) copies of the Master Agreement to the Association for its use.
 - F. Permanent substitutes shall be hired for vacancies for which they apply and are certified before the district hires from outside the bargaining unit.

ARTICLE XXVI: JOB SHARING

- A. It is agreed between the parties of this Agreement that a sharing of teaching assignment(s) may be advisable when such an arrangement is in the best interest of the overall instructional program.
- B. Job sharing shall be defined as a request for employment by two (2) full-time teachers to jointly share one (1) teaching position. The request shall be on a voluntary basis with final approval by the Board of Education.
- C. Job sharing assignments shall normally be for a one (1) year period. Requests by the teachers involved for an extension beyond one (1) year must be submitted to the Superintendent by May 1, for consideration by the Board.

(ARTICLE XXVI: continued)

- D. Teachers involved in a job sharing assignment shall accrue seniority and salary schedule credit as if employed on a full time basis during the year(s) the position was shared.
- E. Teachers involved in a job sharing assignment shall receive the pro rata share of salary and fringe benefits as provided in this Agreement which reflects the fraction of time the position is shared.
- F. Teachers involved in job sharing will be reassigned for the following year unless they make reapplication to the Superintendent by May 1.
- G. In the event a full-time teaching position is not available for the following school year, the teachers involved may be given the following options:
 - 1. To continue job sharing until a full-time position(s) becomes available.
 - 2. To take a partial contract until a full-time position(s) exist.
 - 3. To assume the position of the least senior teacher which he/she is certified to fill.
 - 4. To accept a layoff with all rights guaranteed by the Master Agreement and the Tenure Act.

Each option shall be discussed with the teacher(s) involved and a determination made by the Superintendent outlining which options will be viable ones prior to the beginning of the next school year.

- H. If, for no reason, one of the teacher(s) involved will not be able to fulfill his/her commitment, the other teacher will not be held responsible.

ARTICLE XXVII: DURATION OF AGREEMENT

- A. This Agreement shall be effective upon ratification by both parties (except those provisions which are expressly retroactive), and shall continue in effect through August 31, 1994.
- B. Negotiations shall be reopened on or before April 1, 1994. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

INGHAM-CLINTON COUNTY
EDUCATION ASSOCIATION/
MEA/NEA:

By: Brenda Alcaraz
President

By: Mary Thedeck
Secretary Brenda Alcaraz

By: Larinda Gusk
Chairman, Negotiation Comm.

By: Brenda Alcaraz
Negotiation Comm. Person

By: Lori L. Acre
Negotiation Comm. Person

By: Jack W. Nutt
Negotiation Comm. Person

OVID-ELSIE AREA
SCHOOLS BOARD OF
EDUCATION:

Jon D. Miller
President

John J. Maddox
Vice-President

Marita A. Byrnes
Secretary

Michael A. O'Byant
Treasurer

Susan M. Green
Trustee

Richard P. Watson
Trustee

Trustee

Dated this 9th Day of September, 1993.

APPENDIX A-1

PERPETUAL SCHOOL CALENDAR

- I. Beginning The School Year.
- A. First Monday preceding Labor Day (first day for teachers).
 - B. First Tuesday preceding Labor Day (first day for students).
- II. Vacation Days
- A. Legal Holidays
 - 1. Labor Day
 - 2. Thanksgiving Day
 - 3. Christmas Day
 - 4. New Year's Day
 - 5. Memorial Day
 - B. The Friday after Thanksgiving
 - C. Winter Recess Schedule:

<u>Christmas Falls on:</u>	<u>Recess Begins End of Day</u>	<u>Classes Resume</u>
Monday	Friday, December 22	Monday, January 8
Tuesday	Friday, December 21	Monday, January 7
Wednesday	Friday, December 20	Monday, January 6
Thursday	Friday, December 19	Monday, January 5
Friday	Friday, December 18	Monday, January 4
Saturday	Friday, December 17	Monday, January 3
Sunday	Friday, December 16	Monday, January 2
 - D. Beginning the 86-87 School Year, Spring Recess will be the first full school week in April.
 - E. Good Friday
- III. The end of the first semester will be the third Friday in January.
- IV. Records Day will be the following Monday in January (half-day of school).
- V. The end of the first Marking Period will be the first Friday of November. The Parent-Teacher conferences will be the following Wednesday and Thursday.
- VI. The third Monday in February will be an all day teacher in-service.
- VII. Maintain 180 days of student instruction.

APPENDIX A-2

SCHOOL CALENDAR
1993-94

August 30	Teachers Report
August 31	Classes Begin (Grades K-12)
September 3-6	Labor Day Recess
September 7	Classes Resume
October 8	Teacher In-Service ($\frac{1}{2}$ Day-No PM Classes)
November 5	END OF FIRST MARKING PERIOD
November 10	Parent-Teacher Conferences (Evening)
November 11	Parent-Teacher Conferences (Afternoon & Evening) (No PM Classes)
November 12	No Classes
November 15	Classes Resume
November 25-26	Thanksgiving Recess
November 29	Classes Resume
December 20-January 2	Christmas Recess
January 3	Classes Resume
January 20-21	$\frac{1}{2}$ Day - Secondary Exams (No PM Classes)
January 21	END OF SECOND MARKING PERIOD/FIRST SEMESTER
February 21	Teacher In-Service (All Day - No Classes)
March 4	No Classes ($\frac{1}{2}$ Day if needed for make-up)
March 31	END OF THIRD MARKING PERIOD
April 1	Good Friday - No Classes ($\frac{1}{2}$ Day if needed for make-up)
April 4-10	Spring Recess
April 11	Classes Resume
May 30	Memorial Day Recess (No Classes)
June 8-9	Last Days for Students ($\frac{1}{2}$ Days-No PM Classes)
June 10	Teacher Record Day ($\frac{1}{2}$ Day if needed for make-up)

STUDENT INSTRUCTION DAYS	180
ADDITIONAL STAFF DAYS	<u>3</u>
	183

Teachers who completed the prescribed check out procedure to the satisfaction of their building principal may be released following the conclusion of the 183rd teacher day.

CALENDAR LANGUAGE

1993-94

The March weekend will be re-instituted in the 1993-94 calendar. This day will be available if not needed for snow day make-up.

1993-94 Calendar

There will be several days of early release time to be used for school improvement. Days and times will be rotated throughout the school year.

In the Spring of 1994, a parent-teacher conference or "restructuring time" may be scheduled.

APPENDIX B-1

SALARY SCHEDULE
1993-94

<u>STEP</u>	<u>BA</u>	<u>BA+30/MA</u>
1	\$ 22,900	\$ 24,971
2	24,104	26,074
3	25,191	27,494
4	26,903	29,371
5	28,618	31,276
6	30,330	33,183
7	32,039	35,065
8	33,749	36,970
9	35,461	38,838
10	37,589	40,765
11	39,466	43,080

- A. All teachers who have completed fifteen (15) years of teaching in the district shall receive longevity pay of 6.0% of the base salary of whichever schedule they are on (BA or BA+30/MA).

All teachers who have completed twenty (20) years of teaching in the district shall receive longevity pay of 8.0% of the base salary of whichever schedule they are on (BA or BA+30/MA).

- B. The MA 45 Salary Schedule was dropped as of September 1, 1975. People who were on, or those who moved over to the MA+45 Schedule during the 1974-75 contract year, will receive five hundred seventy five dollars (\$575.00) in addition to their salary on the MA schedule. This will remain in effect as long as these teachers are employed by the Ovid-Elsie Area Schools System.

APPENDIX B-2
PAYABLE EXTRAS

Athletic Director	11%
Assistant Athletic Director	5%
Head Football Coach	11%
Assistant Football Coaches (2)	8%
Head J.V. Football Coach	8%
Assistant J.V. Football Coach	8%
Freshman Football Coach	8%
Assistant Freshman Football Coach	8%
Head Basketball Coach	11%
J.V. Basketball Coach	8%
Freshman Basketball Coach	8%
Junior High Basketball Coaches (8)	5%
(Total for Junior High Program - 40%)	
Head Baseball Coach	9%
Assistant Baseball Coach	6%
Freshman Baseball Coach	6%
Head Boys Track Coach	9%
Head Girls Track Coach	9%
Assistant Track Coach	5%
Wrestling Coach	10%
Assistant Wrestling Coach	8%
(If requested by Varsity Coach)	
Golf Coach (must drive to practices)	6%
Cross Country Coach	6%
Head Girls Basketball Coach	11%
Assistant Girls Basketball Coach	8%
Girls Volleyball Coach	8%
Assistant Girls Volleyball Coach	5%
Girls Softball Coach	9%
Assistant Girls Softball Coach	6%
Swim Coach	9%
Assistant Swim Coach	7%
Tennis Coach	6%
Forensics	3%

(APPENDIX B-2: continued)

Debate	3%
Audio Visual Director	3%
High School Cheerleading Coach	7%
Junior High Cheerleading Coach	3%
Marauderettes	4%
Play Director (per play)	5%
School Paper	2%
Yearbook Advisor	7%
Junior High Student Council Advisors	3%
Class Sponsors:	
Freshman (2)	(each) 1%
Sophomore (2)	(each) 1%
Junior (2)	(each) 4%
Senior (2)	(each) 2%
F.H.A. Advisor	3%
Department/Grade Chairperson	2.5%
Instructional Council Chairperson	2.5%
High School Student Council	5%
Stage and Light	7%
Gifted and Talented	(provided continued state support of program)\$650.00
Safety Patrol/Service Squad Coordinator (per building)	\$350.00
Science Olympics	Total \$300.00
Odyssey of Mind	Total \$300.00

These percents are based on the Bachelor's degree salary according to the number of year's experience in that, or in a related payable extra field.

Individuals teaching a payable extra position that hold a Master's degree in that area will be paid on the MA step of experience for that payable extra. Those people presently holding payable extra positions will receive a dollar amount no less than what they previously received. This dollar amount will remain the same until the amount of the percentage of the BA exceeds that of the dollar amount presently earned. Related payable extra experience from another school district will be applied to the years of experience on payable extra scale to figure remuneration.

APPENDIX B-3

INSURANCE

- A. The Board shall provide MESSA-PAK #1 for full twelve (12) month period for each teacher and his/her entire family. The Board shall sign an employer participation agreement.
- B. Teachers not electing MESSA-PAK #1 Plan A will select MESSA-PAK #1 Plan B.
- C. The insurance programs referred to in Section A and B shall be provided, as specified in this section, at no cost to the teacher provided the appropriate applications are submitted prior to the deadline dates for the applicable open enrollment periods.

PLAN A: Super Care 1

LTD	60%
	Plan 1
	90 Calendar days modified fill
	\$2,500 maximum
	Social Security Freeze
	Alcoholism/Drug Addition and Mental
	Nervous - 2 years.
Delta Dental Plan	80/80/80 - \$500
Negotiated Life	\$10,000
Vision	VSP-1

PLAN B:

Delta Dental Plan	80/80/80 - \$1,300
Vision	VSP-2
Negotiated Life	\$20,000
LTD	Same as Plan A
TSA	\$100.00 per month

(In the event there are fewer than nineteen (19) employees enrolled in Plan B following the 1991 open enrollment period, Plan A dental will be reduced back to 75/50/50 and the Plan B \$100 TSA will be discontinued effective September 1, 1992.)

- D. The necessary forms for insurance are to be secured from and returned to the employees respective building principal's office.

APPENDIX B-4

SPECIALIZED SERVICES

A. VOCATIONAL AGRICULTURE:

One (1) teacher only, an additional 30%. Two (2) teachers, each an additional 28%.

This factor is to compensate for the additional responsibility and time inherent in the position during the regular school year. It is also to compensate for a minimum of forty-five (45) days on the job during the summer break between regular school years if one (1) teacher only. If there are two (2) teachers, each shall be on the job a minimum of forty (40) days during the summer break between regular school years and their time off shall be so scheduled that they are not both absent from the job on the same working day.

B. DIRECTOR OF TESTING PROGRAM:

An additional 2%.

C. DIRECTOR OF GUIDANCE AND COUNSELING:

First year an additional 4%, after first year 6%.

This factor is to compensate for the additional responsibility and time inherent in the position during the regular school year for teacher, plus four (4) additional days. Compensation for any day(s) as approved by the high school principal in addition to the above shall be prorated on the one hundred eighty-nine (189) day salary.

D. SPECIAL EDUCATION:

\$300 (No new teacher will be put on the Special Education Schedule.)

E. BAND DIRECTOR:

An additional 11%.

APPENDIX C

INSTRUCTIONAL COUNCIL GUIDELINES

- A. The Instructional Council shall be composed of Department/Grade Chairpersons, six (6) other teachers, three (3) administrators, and one (1) Board member. The teacher's group shall be composed as follows: One (1) representative from each elementary school, one (1) representative from the junior high staff, and two (2) from the high school. Administrators should designate two (2) voting representatives to IC although all administrators may attend meetings.
- B. The term of office is for two (2) years. Elections must be prior to the end of May, as new representatives take office at the May meeting.
- C. The Instructional Council shall meet during the regular school year at 3:30 PM, for no more than two (2) hours, the third Tuesday of each month, or another day mutually agreed upon by the group at the beginning of the year.
- D. Special meetings shall be arranged within one (1) week by presentation of a request in writing to the chairman by any two (2) members of the Council.
- E. A quorum shall be considered two--thirds (2/3) of both teachers and administrators or Board members (five (5) teachers and two (2) administrators). The importance of the Instructional Council is recognized and the required number for a quorum from the Association and the Administrators will attend each scheduled session.
- F. The Instructional Council shall initiate, and/or review proposals and make recommendations to the Board and the Association on such matters as in-service training, courses of study, textbook selection, curriculum, pupil testing, evaluation, philosophy and educational goals of the district, research and experimentation, educational specification for buildings, and related matters.
- G. All proposals to be made to the Instructional Council shall be channeled through a department, grade level, or steering committee. If an individual cannot get his idea approved through one of the aforementioned channels, he may present it directly to the Instructional Council. All innovative ideas shall be discussed with the principal before presentation to the Instructional Council.
- H. Proposals should be submitted to the chairperson of IC one (1) week prior to the IC meeting where they are scheduled for discussion. They do not need to be in final written form at that time.

(APPENDIX C: continued)

- I. All proposals presented to the Instructional Council shall be in writing.
- J. A letter of proposal should include, when appropriate:
 - A. Specific proposal
 - B. Rationale
 - C. Recommended change
 - D. Name and number of materials
 - E. Publisher edition date
 - F. Cost of change
 - G. Effective date of change
- K. All proposals for the following year shall be made on or before March meeting. Proposals for the high school course offerings and/or curriculum changes shall be made on or before December 1.
- L. Any individual or group, upon written request, may be granted a fifteen (15) minute hearing by the Instructional Council.
- M. Following approval of a proposal by the Instructional Council, the chairman of the working committee shall meet with the Superintendent to present the proposal. The Superintendent shall approve or present each proposal of the Instructional Council, with his comments, to the Board for their action. The Superintendent or the Board shall take action within sixteen (16) days following the receipt of the recommendation from the Instructional Council.
- N. Teachers whose innovative or experimental programs are approved must inform their principal before beginning the program.
- O. If the Board rejects a proposal, it shall put its reasons in writing and return them to the Instructional Council.
- P. Experimental programs or innovations shall be evaluated by the designated person(s) and a progress report (oral or written) presented to the Instructional Council at their first regular meeting following the November and January marking periods. Final evaluation and recommendations will be made at the March meeting.

AGREEMENT

The INGHAM-CLINTON EDUCATION ASSOCIATION/OVID-ELSIE EDUCATION ASSOCIATION and the OVID-ELSIE AREA SCHOOLS agree to continue to implement a seven (7) period day at the junior high level for the 1993-94 school year. There will be no time added to the current teaching day. The purpose of this experiment is to implement a developmental reading class in the junior high school curriculum. Any permanent change regarding the number and/or previously established length of class periods, study halls, homerooms, or mini-class sessions must be bargained via the negotiations process.

Brenda S. Alcaraz
President, ICEA/OEEA

Wayne Petroski
Superintendent, Ovid-Elsie Area Schools

September 14, 1993
Date

September 14, 1993
Date

AGREEMENT

THE INGHAM-CLINTON EDUCATION ASSOCIATION/OVID-ELSIE EDUCATION ASSOCIATION and the OVID-ELSIE AREA SCHOOLS agree to continue to implement a seven (7) period day at the high school level for the 1993-94 school year. There will be no time added to the current teaching day. Any permanent change regarding the number and/or previously established length of class periods or study halls must be bargained via the negotiations process.

Brenda S. Alcaraz
President, ICEA/OEEA

Wayne Petroski
Superintendent, Ovid-Elsie Area Schools

September 14, 1993
Date

September 14, 1993
Date

EARLY RETIREMENT INCENTIVE

The Ovid-Elsie Area Schools Board of Education and the Ovid-Elsie Education Association, affiliated with the Ingham-Clinton Education Association, MEA/NEA agree to the establishment of an early retirement incentive for eligible teachers. The retirement incentive shall be offered in accordance with the following provisions:

1. The decision to participate in the Early Retirement Incentive plan is expressly voluntary on the part of the employee;
2. The teacher must have served at least ten (10) consecutive years for the Ovid-Elsie Area Schools District and actually retire under the terms of the Michigan Public School Employees Retirement System;
3. The teacher must make application for retirement and provide a written, statement of resignation of their teaching position to the Board during the period of March 1, through March 30 of each year that the plan is in existence. The statement of resignation will indicate that the resignation is for purpose of retirement and state the effective date of resignation as the end of second semester. The statement of resignation will be contingent upon Board approval of the teacher's application for the Early Retirement Incentive.
4. The Board agrees to purchase on the teacher's behalf universal buy-in credit for retirement, in addition to any other severance pay to which the teacher may be entitled. The purchase of universal buy-in credit shall not provide more than thirty (30) years total service credit, nor shall the Board contribution exceed a maximum of three (3) years of universal buy-in credit.
5. There shall be a limit of five (5) employees approved for the Early Retirement Incentive, unless expressly agreed otherwise by the Board. Employees will be selected based upon seniority among the applicants if there are more than five applicants.
6. The teacher, through requesting to participate in the Early Retirement Incentive agrees that such participation shall serve as satisfaction/waiver of any other claim for compensation (e.g., unemployment comp., etc.) against the Ovid-Elsie Area Schools District.
7. The teacher also agrees to waive, in writing, any and all rights and claims against the Board and/or the Association arising under the Age Discrimination in Employment Act. The employee is advised to consult with an attorney before signing the waiver agreement, and will be given sufficient time to decide whether to sign;
8. The employee will have seven days to revoke a signed waiver.

