

INGHAM/CLINTON COUNTY EDUCATION ASSOCIATION
MEA/NEA and the

OVID-ELSIE EDUCATION ASSOCIATION

AGREEMENT

2006-2009

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TABLE OF CONTENTS

ARTICLE I:	RECOGNITION.....	1
ARTICLE II:	ASSOCIATION AND TEACHER RIGHTS AS A BARGAINING UNIT	2
ARTICLE III:	BOARD OF EDUCATION RIGHTS.....	4
ARTICLE IV:	PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS.....	4
ARTICLE V:	TEACHING HOURS & ASSIGNMENTS	6
ARTICLE VI:	CLASS SIZES	9
ARTICLE VII:	WORKING CONDITIONS	11
ARTICLE VIII:	VACANCIES, PROMOTIONS, AND TRANSFERS.....	13
ARTICLE IX:	INSTRUCTIONAL COUNCIL/CHAIRPERSONS	14
ARTICLE X:	TEACHER EVALUATION AND PROGRESS	18
ARTICLE XI:	PROFESSIONAL BEHAVIOR AND IMPROVEMENT.....	21
ARTICLE XII:	ILLNESS OR DISABILITY ALLOWANCE	21
ARTICLE XIII:	PROFESSIONAL, PERSONAL AND ASSOCIATION LEAVE.....	22
ARTICLE XIV:	UNPAID LEAVE OF ABSENCE.....	24
ARTICLE XV:	SABBATICAL LEAVE	26
ARTICLE XVI:	TERMINAL LEAVE	26
ARTICLE XVII:	SPECIAL AND STUDENT TEACHING ASSIGNMENTS	27
ARTICLE XVIII:	SCHOOL CALENDAR.....	27
ARTICLE XIX:	PROFESSIONAL COMPENSATION.....	27
ARTICLE XX:	STUDENT DISCIPLINE AND TEACHER PROTECTION.....	29
ARTICLE XXI:	GRIEVANCE PROCEDURE	31
ARTICLE XXII:	NEGOTIATION PROCEDURE	33
ARTICLE XXIII:	REDUCTIONS IN PERSONNEL, SENIORITY AND RECALL.....	34
ARTICLE XXIV:	MISCELLANEOUS PROVISIONS.....	36
ARTICLE XXV:	JOB SHARING	37
ARTICLE XXVI:	DURATION OF AGREEMENT.....	39
APPENDIX A-1:	SCHOOL CALENDAR.....	40
APPENDIX B-1:	SALARY SCHEDULE.....	41
APPENDIX B-2:	PAYABLE EXTRAS	42
APPENDIX B-3:	INSURANCE	45
APPENDIX B-4:	SPECIALIZED SERVICES	46
APPENDIX B-5:	OVID-ELSIE SICK BANK.....	47
INTERNET USE BY TEACHERS		48
LETTER OF AGREEMENT		49

AGREEMENT

This Agreement is entered into this 1st day of September, 2006 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 Superintendent(s), Principals, Assistant Principal(s), 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.

- 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 lawful 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 their membership in the Association, their participation in any Association activities or their institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions or 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 right as bargaining unit to use school facilities and equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines, and all types of audiovisual 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 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 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, gender or marital status. Membership in the Association shall not be denied to any teacher because of race, creed, religion, color, national origin, age, gender, 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.
- 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. 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 some 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 union, 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. Buses will arrive 15 to 20 minutes before school begins. All staff will be in the buildings no later than 20 minutes prior to the start of classes and in their assigned place of duty 10 minutes prior to the start of classes unless a meeting is approved by the building principal. Teachers are to remain in their assigned place of duty 10 minutes after classes are dismissed unless otherwise approved by the principal. On Fridays and days prior to holidays, teachers may leave 5 minutes after students are dismissed. Teachers are encouraged to remain for a sufficient time in their classrooms after the close of the pupil's 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 parent-teacher conference time each year. The faculty and administration of each building shall plan and schedule the event (refer to Appendix A-1). 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 middle 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. For middle school teachers, assignment to a supervised study period may include a core curriculum time.
- 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.
- D. This time schedule is based on the present state requirements. If variations occur the parties will reconvene when school begins.

School	2006-07	2007-08	2008-09
High School	8:00-3:00	8:00-3:00	8:00-3:00
**Lunch	30 min.	30 min.	30 min.
Middle School	Same as high school		
E.E.Knight	7:50-3:10	7:50-3:10	7:50-3:10
**Lunch, Recesses	40, 15, 15	40, 15, 15	40, 15, 15
Leonard	8:00-3:20	8:00-3:20	8:00-3:20
**Lunch, Recesses	40, 15, 15	40, 15, 15	40, 15, 15

***If a sports contest is scheduled for a school improvement day, coaches may be excused earlier.**

**** Suggested time allotted.**

- E. 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.
- F. 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 the average class size of Article VI, Section B.
- G. 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.

- H. 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.
- I. 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.
- J. One (1) supervisor shall be designed 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.
- K. If a teacher shall teach more than the normal weekly teaching load as set forth in this article, (s)he shall receive an additional one-fifth (1/5) of her/his annual base salary prorated, for the term of the extra assignment.
- L. 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.
- M. 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 first and second year probationary teachers to different grade levels or subject areas unless the teacher requests or agrees to such a change.
- N. 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 4:30 PM.
- O. 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 hereinafter set forth.

- P. Elementary special classes (e.g., PE, Library, Music, etc.) shall be scheduled to commence on the first full instructional day of the school year provided the schedule is set at least one week prior to the first day of school. Otherwise, it will revert to the third full instructional day of the school year. Adjustments to the schedule shall begin within three (3) weeks after the decision has been made to make a change in the schedule. Current elementary specialty staff time as established in 1996-97 will not decrease.

**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	24 students
Second Grade	26 students
Third through Sixth Grades	28 students

 2. **MIDDLE SCHOOL**

The following are average class sizes for the individual teachers:

Grades Seven/Eight (Except Health/Phys. Ed.)	28 students
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 3. **HIGH SCHOOL**

English	28 students
American Lit/Composition	26 students
Writing	25 students
Speech	26 students
Foreign Language	28 students
Mathematics	28 students
Social Studies	30 students
Business Education	28 students
Computer Applications	maximum lab size

Science	
Earth Science	28 students
Biology	28 students
Chemistry	24 students
Physics	24 students
Physical Science	28 students
Chemical Science	28 students
Life Science	28 students
Astronomy	28 students

Industrial Education	
Wood Technology	24 students
Metal Technology	24 students
General Industrial Education	24 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.

- C. When teachers are assigned students in excess of the maximum they shall receive additional compensation at the rate of fifteen dollars (\$15.00) per month for each student in excess of the above stated maximum, except when the teacher is on long term leave (this means more than half of the working days in the month). 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.
- D Special education students will be counted at a 1.25 equivalent regular classroom rate.

- E. Under the 5-period day at the high school, overage pay is eliminated. High school administration will not overload classes above class average size. Independent studies with students must be initiated by administration.

ARTICLE VII: WORKING CONDITIONS
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- A. The Board agrees to make available (in each building) word processing, and duplication 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 Workroom 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 workroom. Teachers shall have the responsibility for maintaining the teacher's workroom 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 by extending the school year.

If at any time during the life of this Agreement, it becomes lawful to count as days of pupil instruction those days when pupil instruction is not provided due to conditions beyond the control of school authorities, such as 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. Hours 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/NCA 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 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 education 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 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/she may have had under this agreement prior to such transfer to supervisory or executive status.

ARTICLE IX: INSTRUCTIONAL COUNCIL/CHAIRPERSONS

Instructional Council is collaboration from all representatives of personnel to promote effective teaching and learning. This organization works together for close professional interaction. Collaboration depends on the willing participation of staff with resources from the District and its personnel.

Instructional Council deals with the organization and management of curriculum, instruction approaches, staff development and staff responsibilities and regulations related to instruction. Vision, leadership, instruction, learning assessment and policy must be in alignment. The District Mission and Strategic Plan are the basis on which Instructional Council will function.

The District emphasizes goal achievements, not guidelines or procedures, and emphasizes student performances. All representatives of staff are to preserve, broaden and continue to improve educational processes.

In implementing and operating its guidelines, IC shall not alter, modify or supersede any provision, formal or informal understandings, condition or practice established between the parties or by the collective bargaining agreement except as mutually agreed in writing by the Board and the Association.

Instructional Council shall function to maintain an on-going, systematic process, to establish, improve and broaden all curriculum for all individuals of all ages.

1. In carrying out its responsibilities, the Instructional Council shall function as:
 - a. A visionary agency for the Ovid-Elsie Mission, beliefs, priorities, research, reforms and compromises.
 - b. A leadership agency to guide district curriculum strategic plans and develop effective behavior.
 - c. An agency to facilitate learning and instruction for performance based and life long learning, to facilitate staff development, to recommend facilities and technology to promote the learning and to assess the learning that occurs.
 - d. An agency to align state mandates, pursue accreditation and expand programs.
 - e. A recommending agency for board policy, for instructional needs that support the curriculum.
2. The Superintendent shall make recommendations to the Board of Education regarding all decisions from the Instructional Council.
3. Any recommendation approved by the Board of Education shall be communicated to the Council. An Instructional Council recommendation rejected by the Board shall be returned to the Council with the rationale for rejection. The council shall have the authority to modify the proposals and resubmit them.
4. Any program shall be implemented as soon as feasible.

MEMBERSHIP: I.C. shall be composed of the following people:

1. Chairpersons from each department -
 - a. Math (7-12)
 - b. Science (7-12)
 - c. Social Studies (7-12)
 - d. Language Arts (7-12)
 - e. Business/Vocational Education (7-12)
 - f. Humanities/Fine Arts (K-12)
 - g. Physical Education (K-12)
 - h. Special Services (K-12)

2. Chairpersons from the grade levels – one per elementary bldg. at each level.
 - a. K-3
 - b. 4-6

3. Supervisory people -
 - a. Superintendent
 - b. All Principals
 - c. Athletic Director
 - d. Community Education Director
 - e. Technology Director
 - f. Guidance Director

4. Representatives -
 - a. Representative from teacher-assistants
 - b. Representative from each building's school improvement team
 - c. Representative from school board
 - d. Representative from the community

5. Chairperson for the Instructional Council shall be the Instructional Coordinator or elected by the membership of Instructional Council.

All Chairpersons serving on I.C. will receive compensation as per Appendix B-2.

CHAIRPERSONS:

1. Chairpersons shall be elected by the members of his/her department/ grade at the end of each year for the ensuing year.
2. Each chairperson shall be a tenure teacher; his/her term shall begin in May, and will not have supervisory duties.

3. 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 chairperson criteria. When this occurs, the principal will, after consultation with the department/grade, designate a chairperson for that department/grade.
4. Chairpersons not meeting their job description may be replaced.

CHAIRPERSON OF INSTRUCTIONAL COUNCIL:

1. The chairperson shall facilitate all meetings of Instructional Council.
2. Coordinate core objectives and the performance objectives of the department/grade levels to reach the District goals.
 - a. Act as chairperson in the revision of courses of study.
 - b. Work with staff in selection of materials.
 - c. Work with staff on the staff development needs.

CHAIRPERSONS: JOB DESCRIPTIONS:

1. Serve as members of the Instructional Council.
 - a. Coordinate closely with the I.C. Chairperson.
 - b. Distribute information from the I.C. to the department for feedback.
 - c. Establish ad hoc sub-committee as needed by I.C.
2. Arrange monthly department meetings.
 - a. Set the agenda and record discussions and attendance.
 - b. Inform the principal and I.C. chairperson of proceedings.
3. Work with administrators and instructional council to develop departmental policies.
4. Coordinate yearly replacement textbook inventory and determine yearly replacement of textbooks.
5. Examine and circulate professional materials in the department.
6. Assist in orientation of new teachers.
7. Review all requests by members of the department for materials, equipment, etc. and approve requisitions for the purchase of those items deemed advisable.
8. Elected by their peers at the end of each school year.

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GRADE LEVEL CHAIRPERSON: JOB DESCRIPTIONS:

1. Serve as members of the Instructional Council.
 - a. Coordinate closely with the I.C. Chairperson.
 - b. Distribute information from the I.C. to the grade level for feedback.
 - c. Establish ad hoc sub-committee as needed by I.C.
2. Serve as liaison between grade levels.
3. Arrange monthly grade level meetings to be held at alternating sites.
 - a. Set the agenda and record discussions and attendance.
 - b. Inform the principals and I.C. chairperson of proceedings.
4. Work with administrators and instructional council to develop grade level policies.
5. Coordinate yearly replacement textbook inventory and determine yearly replacement of textbooks.
6. Examine and circulate professional materials.
7. Elected by their peers (one per building) at the end of each school year.

STEPS FOR CURRICULUM PROPOSALS:

1. Curriculum proposals shall be presented on the Curriculum Proposal Form with all information completed.
2. A proposal shall be presented to the chairperson after administrator approval.

<p>ARTICLE X: TEACHER EVALUATION AND PROGRESS</p>
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- A. A humane and effective system of professional staff evaluation must have at its base certain assumptions about employees as individuals, the nature of the process, and the kind of environment that fosters positive relationships. Our system will be consistent with the District Mission and be based on the following assumptions.

1. Respect for the worth and dignity of each individual involved in the process will be maintained.
 2. Evaluation is judgmental in nature, happens informally as well as formally, and is an on-going process. The school district as well as individual schools, therefore, has a responsibility to foster an environment which produces trusting relationships.
 3. Communication and evaluation should be two-way and should be constructive for both the person being evaluated and the evaluator.
 4. To have integrity and be valued, an evaluation system must be applied as consistently as possible from person-to-person and building-to-building.
 5. People should be recognized for work well done.
 6. Any evaluation system should itself be evaluated regularly.
- B. A probationary teacher employed for at least one full school year will be provided with an individualized development plan developed by administrative personnel and consultation with probationary teacher pursuant to the requirements of the Michigan Teacher Tenure Act MCL 38.83a. The teacher is required to be evaluated at least once each full school year during the probationary period as an annual year-end performance evaluation must be based upon, but not limited to at least two classroom observations held at least 60 days apart, unless a shorter interval between the two classroom observations is mutually agreed upon by the teacher and the administration. The annual year-end performance evaluation must include an assessment of the teacher's progress in meeting the goals of the individualized development plan. A tenured teacher will be evaluated at least once every three years, according to the Michigan Teacher Tenure Act. MIL 38.93. Further if a tenured teacher has received a less than satisfactory performance evaluation, the teacher will be provided with an individualized development plan developed by administrative personnel in consultation with the classroom observations conducted during the period covered by the evaluation and include at least an assessment of the teacher's progress in meeting the goals of his or her individualized development plan.

- C. 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 use of eavesdropping, public address or audio systems and similar surveillance devices.
- D. A personal conference between the teacher and the evaluator shall take place within ten (10) days of the classroom observation for the school year unless either the principal or the teacher requests an additional conference regarding the evaluation. 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 their evaluation is incomplete or unjust, they may put their objections in writing and have them attached to the evaluation report to be placed in their personnel file.
- E. A teaching coach may be assigned by the building principal to a probationary teacher in the first three years. The teaching coach shall be a tenure teacher within the same building as the probationary teacher. The teaching coach may assist and counsel the 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. Time spent in an advisory capacity by the tenure coach will be done during the regular school day.
- F. Each teacher shall have the right, upon request, to review the contents of their personnel file. 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.
- G. Each teacher's personnel file shall contain the following items of information:
1. All teachers evaluation reports;
 2. A transcript of academic records;
 3. Tenure notification papers.

- H. 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. The teacher may reasonably refuse to carry out an order which threatens physical safety or well-being.
- 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.
- C. A teacher shall at all times be entitled to have present a representative of the Association when he or she 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.

**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, they 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. After an employee has been on sick leave for five (5) consecutive days, the principal may, with reasonable cause, request from the employee a note from his/her doctor to verify the illness.

- 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 their accumulated sick leave to another who has exhausted their accumulated sick leave according to procedure outlined in Appendix B-5.
- 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, grandchildren 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 this benefit, mean children for whom employee has primary responsibility, spouse, grandchildren or parent.
 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. 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 their 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 day 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.
- D. The Board shall grant a total of 9 Association Days of leave per year to the President of the Association without loss of time or pay. These 9 days are in addition to days in paragraph C. The Board shall cover the salary of the substitute teachers required.

ARTICLE XIV: UNPAID LEAVE OF ABSENCE

- A. All requests for leaves of absence without pay shall be in writing and be submitted to the Superintendent at least ninety (90) calendar days prior to the beginning of a school year. The ninety (90) 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 are 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/her intention to return to the school system. Upon return from leave, a teacher shall be placed 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 leave 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 her/him had (s)he remained in active service to the school system. The teacher shall retain the sick leave allowance that (s)he accumulated prior to her/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 her/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 (s/he had prior to her/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 (s)he 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.

7. A leave of absence shall be granted to a tenure teacher for a maximum of one (1) year commencing only at the beginning of a school year. Upon his/her return the teacher shall be assigned to the same position, if available, or a position for which they are certified, and shall be placed on the same step on the salary schedule as he/she had prior to the leave. All benefits which had accrued at the time the leave commenced will be restored to the teacher upon reinstatement. Additional such leave may be granted at the discretion of the board.
8. Up to five (5) unpaid days which apply to serious illness in the immediate family (spouse, parents, parents-in-law, brothers, sisters, grandparents, grandchildren or children of the employee) may be granted if approved by the superintendent.
9. The Board of Education will comply with the Family and Medical Leave Act (FMLA).

ARTICLE XV: SABBATICAL LEAVE

- A. Pursuant to Section 380.1235 of the Revised School Code, 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/her 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
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- A. Teacher, 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:

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

**ARTICLE XVII:
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 a 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 XVIII:
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 XIX:
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 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/her 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 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.

- 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 thirty cents 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. For planning purposes the District shall publish and distribute to each teacher an annual schedule of pay dates for seven (7) years beyond the current contract year. 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 XX: STUDENT DISCIPLINE AND TEACHER PROTECTION
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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/she is serving as a sponsor or a chaperone. The teacher has the primary responsibility for maintaining control and discipline in his/her 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/her 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/her parents when warranted. Transfer of the student to another teacher or other measures short of suspension will first be exhausted.

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 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 XXI:
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:

Step 1

Personnel having a grievance shall present it verbally to the building principal not later than five (5) working days after the alleged grievance occurred.

Step 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.

Step 3

If no mutually satisfactory decision is made or if no answer is given within five (5) working days, written appeal may be made to the Superintendent of Schools. The building principal will file with the Superintendent of Schools, with a copy to the Association president, a brief containing the original written grievance in its entirety and her/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.

Step 4

If this decision is not satisfactory, the Grievance Committee, acting as a screening body and pending every effort to solve such problem, shall appeal such written grievance to the Board Of Education not later than twelve (12) working days from the decision by the Superintendent.

The appeal of the alleged grievance must be submitted 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.

Step 5

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 no later than 30 working days after the date of the final answer from the Board. If the parties cannot agree as to the arbitrator within five (5) calendar days from the notification date that arbitration will be pursued, he/she 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 there under 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. 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 is to be at her/his 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 there under has been referred to her/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 XXII:
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., the principal and A.R. 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 XXIII: 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/Endorsement
 - 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 teachers so affected shall be notified 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/her seniority if he/she resigns, retires, or is discharged by the Board.

2. Second year probationary teachers shall be laid off in accordance with A-1.
 3. Third year probationary teachers shall be laid off in accordance with A-1.
 4. Fourth year probationary teachers shall be laid off in accordance with A-1.
 5. 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/Endorsement
 - 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 teachers so affected shall be notified 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/her seniority if he/she 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(s) 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 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/she 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/endorsement to fill any vacancy which may arise. There is a limitation of three (3) years to recall according to the Teacher Tenure Act.
- 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 teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, 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/her 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 XXIV: 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.
- G. A teacher who is required to be "highly qualified" under the Elementary And Secondary Education Act (ESEA) and as described under the State of Michigan Department of Education guidelines, may be transferred to a position for which the teacher is "highly qualified". If there is no position, the teacher will be placed on layoff and will be subject to recall under the procedure in Article XXIV (24).

ARTICLE XXV: 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.
- 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 XXVI:
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, 2009.
- B. Negotiations shall be reopened on or before April 1, 2008. 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:**

**OVID-ELSIE AREA SCHOOLS
BOARD OF EDUCATION**

Brenda Alcaraz
President

Laura Kurl-
Secretary

Brenda Alcaraz
Chairman, Negotiation Comm.

Joe Boone
Negotiation Comm.

Just Lee Thomlison
Negotiation Comm.

Lynn Eichenberg
Negotiation Comm.

Laura Graves
President

John J. Maddox
Vice-President

Susan M. Green
Secretary

Michael A. O'Bryant
Treasurer

Anne Leonard-Philipson
Trustee

Delson Perrier
Trustee

Michael D. Schiffer
Trustee

Dated this 1st day of September, 2006.

**APPENDIX A-1
SCHOOL CALENDAR**

- I. Beginning of the School Year
 - A. Established by an agreement between the O-EEA, Administration and the Board of Education.
 - B. Good Friday- No School
 - C. The calendar for the following school year will be set no later than the close of the current year.

- II. There shall be a total of no more than 5 School Improvement Days, one (1) of which will be a full day. For school improvement days, all teacher meetings will be scheduled during normal instructional time including a scheduled lunch break. Topics will be determined at the beginning of the school year and distributed to staff. Dates for school improvement days will be included in the calendar. Administration will attempt to provide half for district use and half for building use.

- III. For the duration of this agreement, elementary and middle schools will have two (2) evening conferences for 2½ hours from 6:00 to 8:30 and one (1) day conference on Thursday for three (3) hours. The high school will have one (1) conference per trimester from 6:00 to 8:30 in the evening. These dates shall be determined prior to the conclusion of each year for the following year. The high school will work on curriculum development during elementary and middle school afternoon conferences.

Total Student Days 175
Total Teacher Days 182

**APPENDIX B-1
SALARY SCHEDULE
2006-07**

2006-07 2.4 percent

STEP	BA	BA+30/MA
Step 1	\$33,705	\$36,065
Step 2	\$35,224	\$37,761
Step 3	\$36,808	\$39,536
Step 4	\$38,463	\$41,392
Step 5	\$40,196	\$43,339
Step 6	\$42,002	\$45,374
Step 7	\$43,894	\$47,508
Step 8	\$45,869	\$49,740
Step 9	\$47,932	\$52,079
Step 10	\$50,089	\$54,527
Step 11	\$52,344	\$57,089

- A. All teachers who have completed fifteen (15) years of teaching in the District shall receive longevity pay of 7.0 percent 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 the following percents of the base salary of whichever schedule they are on (BA or BA+30/MA).

2006-07 = 9 percent

2007-08 = 10 percent

2008-09 = 11 percent

- B. Salary for 2007—2008:

2.4 percent if insurance increase is less than or equal to 3 percent

2.3 percent if insurance increase is 4-5 percent

2.2 percent if insurance increase is 6-7 percent

2.1 percent if insurance increase is 8-9 percent

2.0 percent if insurance increase is 10+percent

APPENDIX B-2 PAYABLE EXTRAS
--

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%
Middle School Football Coach (2)	4%
Head Boys Basketball Coach	11%
Boys J.V. Basketball Coach	8%
Boys Freshman Basketball Coach	8%
Middle School Basketball Coaches (2)	5%
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%
Middle School Track Coach (2)	4%
Wrestling Coach	10%
Assistant Wrestling Coach	8%
(if requested by Varsity Coach)	
Middle School Wrestling Coach (1)	4%
J.V. Golf	3%
Golf Coach (must drive to practices)	6%
Cross Country Coach	6%
M.S. Cross Country Coach	3%
Head Girls Basketball Coach	11%
J.V. Girls Basketball Coach	8%
Middle School Girls Basketball Coach (2)	5%
Varsity Girls Volleyball Coach	10%
J.V. Girls Volleyball Coach	5%
Freshman Volleyball Coach	5%
Middle School Volleyball Coach (2)	4%
Head Girls Softball Coach	9%
J.V. Girls Softball Coach	6%
Swim Coach	9%
Assistant Swim Coach	7%
Girls Tennis Coach	7%

J.V. Girls Tennis Coach	3%		
Boys Tennis Coach	7%		
J.V. Boys Tennis Coach	3%		
Boys Soccer	6%		
Girls Soccer	6%		
Quiz Bowl Coach	3%		
National Honor Society	2%		
National Art Honor Society	2%		
Cheerleading			
Varsity Fall Sideline	4%		
JV Fall Sideline	3%		
Varsity Competitive	6%		
JV Competitive	3%		
Winter Sideline	4%		
Middle School Cheerleading Coach	3%		
Dance Team/Pompon Squad	4%		
Play Director (per play)	5%		
High School Yearbook Advisor	\$500		
Middle School Yearbook Advisor	\$400		
Middle School Student Council Advisor (1)	3%		
Class Sponsors:			
FRESHMAN (2) (EACH)	2%		
SOPHOMORE (2) (each)	2%		
JUNIOR (2) (each)	2%		
SENIOR (2) (each)	2%		
Department/Grade Chairperson(s)	2.5%		
High School Student Council	5%		
Stage and Light	7%		
VOCAL MUSIC/CHOIR	\$400	EACH,	ELEMENTARY/
		SECONDARY	
Gifted and Talented	\$650		
(provided continued state support of program)			
Safety Patrol/Service Squad Coordinator	\$450	per building	
(1 per building)			
Science Olympics	1%		
Middle School Science Olympics	1%		
Odyssey of Mind	1%		
Math Counts	1%		
TVC Activities:			
Language Arts	1%		
Model U.N.	1%		
Science	1%		
Technology	1%		
Fine Arts	1%		
Forensics	1%		

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

Individuals holding 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: Choices II
 LTD 60 percent
 Plan 1
 90 calendar days modified fill
 \$5,000 maximum
 Social Security Freeze
 Alcoholism/Drug Addiction
 and Mental
 Nervous - 2 years
 Delta Dental Plan 80/80/80 - \$500
 Negotiated Life \$10,000
 Vision VSP-3
 \$5/\$10 prescription co-pay

PLAN B:
 Delta Dental Plan 80/80/80 - \$1,300
 Vision VSP-3+
 Negotiated Life \$20,000
 LTD Same as Plan A
 Cafeteria Plan \$150.00 per month
 *3 additional people in 06/07 \$250 per month
 (9 Total)
 *4 additional people in 06/07 \$300 per month
 (10 Total)

NEW STAFF (hired after 8-01-06) Fully paid Tri-Med (06-07)
 New staff share increase
 (50-50) with Board of
 Education (07-08).

- 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:

An additional 12.5 percent on their salary schedule step.

*See letter of agreement on page 49.

B. DIRECTOR OF TESTING PROGRAM:

An additional 2 percent.

C. DIRECTOR OF GUIDANCE AND COUNSELING

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

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) days salary.

D. BAND DIRECTOR

An additional 12.5 percent.

E. ALTERNATIVE EDUCATION TEACHER COORDINATOR - \$500

F. NCA CHAIR - \$500 per building

NCA and department chairs will be responsible for establishing goals in writing at the beginning of each year, and providing a written summary at the end of each year.

APPENDIX B-5
OVID-ELSIE SICK BANK

The Sick Leave Bank is established for the purpose of providing financial security to each member in case of prolonged personal illness or disability.

The Ovid-Elsie Sick Bank will be administered by the President of the Association with the cooperation of the Superintendent of Schools.

If a teacher wishes to receive days from the sick bank, the teacher will inform the Association of their need.

The Association will request days from the building where he/she teaches.

Teachers within the building may choose to donate or not.

If the required number of sick days are not achieved within the building, the Association will seek days from other buildings.

The sick bank will then furnish days that are still needed if days are available in the bank.

Teachers can donate days to fellow teachers according to the following scale.

- After 4 years of service 3 days per year.
- After 10 years of service 6 days per year.
- After 15 years of service 9 days per year.
- After 20 years of service 12 days per year.

When leaving the district after 10 years of service or more a teacher may donate 2 days for every year of service to the district.

Internet Use by Teachers:

The Association and the Board recognize that the Internet/Intranet is a vast resource capable of providing enhanced information gathering and communication skills to assist in educational, employment-related, and Association endeavors. When the teacher is following the Board's Computer Technology and Network Policy, the teacher shall not be disciplined nor held responsible by the district for inappropriate acts committed by a student or non-employee with regard to the Internet/Intranet.

1. Bargaining unit members' use of the Internet/Intranet is appropriate under all of the following circumstances:
 - a. support of the academic program;
 - b. telecommunications;
 - c. Association activities; and
 - d. reasonable personal and recreational usage to the extent that such use does not violate any express prohibitions of this Agreement and does not interfere with the bargaining unit members' assigned duties and responsibilities.
2. Bargaining unit members agree that the Internet/Intranet may not be used for commercial for-profit purposes.
3. The parties recognize that there is no legitimate expectation of privacy in electronic mail communications.
4. The employer will provide each bargaining unit member with a password for accessing the Internet/Intranet and electronic mail. Bargaining unit members agree to maintain confidentiality with regard to their passwords; however, it is understood that the employer has access to all bargaining unit members' passwords. The employer agrees to maintain bargaining unit members' passwords in a safe and confidential location where access to such passwords by students and third parties is as secure as possible.
5. The Association and the Board strongly encourage bargaining unit members to use the Internet/Intranet. The Board may post general information on the Internet/Intranet; this information shall also be posted in a prominent position.
6. The Association and the Board agree that all other provisions of this Agreement remain in full force and effect and the specific provisions outlined in this Article regarding acceptable Internet/Intranet use do not supercede any of the other provisions of this Agreement.
7. Use of or proficiency in Internet/Intranet use shall not be used for evaluation purposes.

Letter of Agreement

Between the
Ovid-Elsie Area Schools and the
Ovid-Elsie Education Association

The parties agree to negotiate the following issues during the 2007-2008 school year for the 08-09 school year. These issues are exclusive and the other terms of the contract remain intact.

Salary.

Insurance.

For the District:

Wayne Petroelje
Wayne Petroelje, Superintendent
Ovid-Elsie Area Schools

For the Association:

Brenda Alcaraz
Brenda Alcaraz, President
OEEA/MEA/NEA

Dated: August 14, 2006

Dated: August 14, 2006

2006-2007 School Year

Under Specialized Services in Appendix B-4, Vocational Agriculture and Alternative Education
Additional pay will continue to be evaluated through the 2006-07 school year.