

**SHIAWASSEE EDUCATION ASSOCIATION
MEA/NEA AND THE**

**OVID-ELSIE EDUCATION
ASSOCIATION**

AGREEMENT

2015-2018

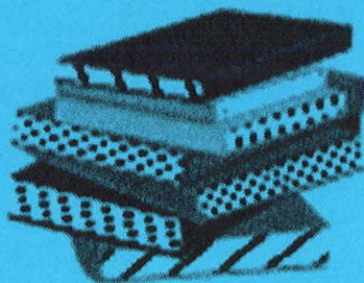


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AGREEMENT

This Agreement is entered into this 1st day of September 2015 by and between 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, 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.

**ARTICLE IV:
TEACHING HOURS & ASSIGNMENTS**

- A. All staff will be in the buildings no later than 15 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 15 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. 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 have up to thirty (30) teaching periods, including homeroom or activity periods with 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, except those times scheduled for recess duty.
- D. This time schedule is based on the present state requirements. If variations occur the parties will reconvene when school begins.

School

High School and Middle School	8:00 am-3:00 pm
Lunch	30 min.
E.E.Knight and Leonard	7:45 am-2:50 pm
**Lunch and Recesses	30,15 (pm recess supervised)

- E. If a sports contest is scheduled for a School Improvement Day, coaches may be excused earlier.
- F. If 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.
- G. Teachers of music, art and physical education, reading consultants, and all special education teachers, kindergarten through twelfth (K-12) grade(s) shall be provided with relief and preparation time to the same

extent as other teachers in the district. Counselors and librarians will confer with principals cooperatively to determine relief periods.

- H. Teachers who have an assignment in more than one (1) town may of necessity have to travel during their assigned preparation period or during a lunch period, but where such a condition prevails adjustment to their schedules will be made so that the teacher will have a full assigned preparation period and a full lunch period.
- I. One (1) supervisor shall be designated for each teacher who is assigned to more than one building. The Supervisor appointed shall be responsible for all aspects of administration related to the teacher.
- J. If a teacher shall teach more than the normal weekly teaching load as set forth in this article, (s)he shall receive an additional one-seventh (1/7) or appropriate fraction for a given schedule of her/his annual base salary prorated, for the term of the extra assignment.
- K. 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.
- L. 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.
- M. Elementary special classes (ex: 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 shall be one-hundred twenty (120) minutes per week.

ARTICLE V: 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	26 students
Second/Third Grades	28 students
Fourth/Fifth Grades	30 students

2. **MIDDLE SCHOOL**

The following are average class sizes for grades 6-12 for the individual teachers:

Grades (6-8) (Except Health/Phys. Ed., Computers) 30 students

3. **HIGH SCHOOL**

English/Language Arts	30 students
British Lit/Composition I	28 students
Advanced Writing/English IV	27 students
Speech	28 students
Foreign Language	30 students
Mathematics	30 students
Social Studies	32 students
Business Education Courses	30 students
Computer Courses	maximum lab size

Science

Environmental Science	30 students
Biology, A, B, C	30 students
Chemistry, B, C	26 students
Physics, B, C	26 students
Physics A	30 students
Chemistry A	30 students
Astronomy	30 students

Industrial Education

Wood Technology	26 students
Metal Technology	26 students
General Industrial Education	26 students
Drafting	28 students

Vocational

Agriculture	30 students
Homemaking	30 students
Farm Shop	20 students
Power Mechanics	20 students
Art	30 students
Health and Physical Education (Middle School)	42 students
Study Hall	to be left open
Music	to be left open
Physical Education (High School)	42 students
Health (High School)	32 students

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 twenty dollars (\$20.00) per month for each student in excess of the above stated maximum(see form on Appendix B-6), 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 equal as possible among the teachers of that level.
- D. Special education students will be counted at a 1.25 equivalent regular classroom rate, except for team taught classes.
- E. Independent studies with students must be initiated by administration.

ARTICLE VI: WORKING CONDITIONS

- 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 their 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. The employer will not add days that will exceed the State requirements or other provisions of this contract. 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 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. The teachers shall maintain compliance documents as required by law.

ARTICLE VII: VACANCIES, PROMOTIONS, AND TRANSFERS
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- A. 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 VIII:
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 that relates to a mandatory topic of negotiations 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 lifelong 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 (6-12)
 - b. Science (6-12)
 - c. Social Studies (6 -12)
 - d. Language Arts (6-12)
 - e. Business/Vocational Education (6-12)
 - 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-1
 - b. 2-5
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

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.
5. Pay may be prorated if duties are not met.

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.

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.
 - 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.

ARTICLE IX: PERSONNEL FILE

- A. 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.
- B. Each teacher's personnel file shall contain at a minimum the following items of information:
 1. All teacher's evaluation reports
 2. A transcript of academic records
 3. Tenure notification papers

ARTICLE X: 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. Upon his/her request, an Association Member shall at all times be entitled to have present a representative of the Association during mutually agreed upon meeting times with administration.
- D. The following provision applies only to employees who hold positions that are not regulated by the Tenure Act.

Any employee in a position not governed by the Tenure Act shall be considered probationary and "at will" for their first five years of employment. They may be dismissed during this period without recourse to appeal beyond the Board of Education.

After successfully completing their probationary period, an employee in a position not regulated by the Tenure Act shall have discipline and discharge subject to the following provision:

- 1) Any discipline or discharge must be based on a reasonable investigation a cause giving rise to the disciplinary action and/or the evaluation of the employee.
- 2) The employee will be given written notice of the charges made against him/her, and be provided with an explanation of the incident or basis for the action.
- 3) The employee will have an opportunity to respond to any charges made against him/her or the evaluation.
- 4) The employee will have the right to have representation from their authorized bargaining representative in any proceeding regarding the action.
- 5) Discipline or discharge shall be guided by the following standards:
 - a) The seriousness of the offense, infraction or misconduct;
 - b) The employee's prior disciplinary and employment record;
 - c) How similar employees have been treated in similar situations in the past;
 - d) The existence of aggravating or mitigating factors.

ARTICLE XI: LEAVE BANK ALLOWANCE

- A. Twelve (12) days or prorated amount, shall be credited to each full-time teacher's leave bank at the beginning of the school year. These days may be used as either illness or personal business days. Each teacher's leave bank will consist of all unused 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 leave paid days in excess of that earned on a prorated basis. A statement to all teachers of accumulated leave days will be made in the month of September. An accounting will be kept in each principal's office. After an employee has been on leave for three (3) consecutive days, the principal may, with reasonable cause, request from the employee a note from his/her doctor to verify the illness. Teachers will notify principal if leave is preplanned

at least one (1) day in advance. Leave days may not be used for personal reasons on a day prior to or following a holiday or vacation period.

- B. Leave Days are not considered vacation days to be used during the school year. The following Leave Day guidelines are understood and expected of employees to consider when using them:
 - 1. When using three (3) consecutive days for reasons other than personal illness, family illness, or bereavement, it is understood that the third day will be a loss in pay for each day in excess of two (2) days.
 - 2. Staff may use two (2) consecutive days during a school year a maximum of one (1) occasion as it pertains to Article XI B.
- C. Any teacher whose leave days extends beyond the period compensated under their leave bank 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.
- D. A teacher may donate days from their accumulated leave bank to another who has exhausted their accumulated leave bank according to procedure outlined in Appendix B-5. First year probationary teachers may have access upon the association's and the superintendent's joint approval.
- E. Teachers will be informed of the procedure for reporting unavailability for work.
- F. No deduction of leave time shall be made from the leave bank in the event an "Act of God" day is declared for the district or any individual building in the District.
- G. Any request to arrive late or leave early must be pre-approved but may still be deducted from the teacher's leave bank.

**ARTICLE XII:
PROFESSIONAL, PERSONAL AND ASSOCIATION LEAVE**

- A. Leave of absence, with pay, not chargeable against the teacher's accumulated leave bank 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 leave bank. The definition of immediate family shall include all corresponding step relatives.
 5. Time lost by a teacher in connection with any incident mentioned in Article XX, compensable under worker's compensation, shall not be charged against the teacher's accumulated sick leave.
 6. 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 accumulated leave bank 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. A family member beyond this list may be granted if prior approval is given by the superintendent.
 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.
- 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.
- E. Leaves of absence, without pay, may be granted upon written request. No more than three (3) days will be approved in any given academic year.

ARTICLE XIII: UNPAID LEAVE OF ABSENCE
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- 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 may be granted upon application in accordance with the following provisions:

1. Other Teaching Programs - A leave of absence up to two (2) years may be granted to any teacher, for the purpose of participating in teaching programs in other territories, countries, or military teaching programs, provided such teacher states in writing his/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). The teacher shall be placed on the same step on the salary schedule as (she/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. 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 teacher for the adoption of a child. Upon request, an extended leave may be granted by the board.

7. A leave of absence may be granted to a 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 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, in-laws, brothers, sisters, grandparents, grandchildren or children of the employee) may be granted if approved by the superintendent. The definition of immediate family shall include all corresponding step relatives.
9. The Board of Education will comply with the Family and Medical Leave Act (FMLA).

ARTICLE XIV: SABBATICAL LEAVE
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- 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 XV:
TERMINAL LEAVE**

- 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 leave bank
 - 16-20 years 55 percent of accumulated leave bank
 - 21-25 years 65 percent of accumulated leave bank
 - 26 + years 75 percent of accumulated leave bank

Every intent will be made to submit a letter of intent to retire by May 1st.

**ARTICLE XVI:
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 XVII:
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 XVIII:
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 with the current contract. 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 period. 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 leave days at the rate of two (2) hours for each one (1) hour substituted.

- 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. Credit for pay scale advancement shall be based on official college credits.
- H. 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/her new classification and increase in pay at the time of approval of these credits.
- I. Pay day will be on alternate Fridays, in twenty-two (22) or twenty-six (26) checks. Teachers who are making application for retirement with the Michigan Public School Employees Retirement Fund Board may request the balance of their salary to be paid prior to June 30th, by making application to the Board on or before the first of May (May 1).

ARTICLE XIX: STUDENT DISCIPLINE AND TEACHER PROTECTION

A. STUDENT DISCIPLINE AND CONTROL

- 1. Each teacher has a responsibility for maintaining proper student control and discipline throughout the school day as well as at school sponsored activities where he/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 themselves 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 XX: GRIEVANCE PROCEDURE
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- 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.
- 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, or rule on any matter that relates to a prohibited topic for negotiations. 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 XXI: 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 XXII: DEFINITION OF SENIORITY
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- A. 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.

***(See administrative guidelines for placement)**

ARTICLE XXIII: MISCELLANEOUS PROVISIONS
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- 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 Ovid-Elsie Education Association/MEA/NEA," shall be posted on the district website or available on request.
- F. 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".
- G. An emergency manager appointed under the Local Financial Stability and Choice Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Financial Stability and Choice Act, 2012 Public Act 436.

Note: Inclusion of this language is required by Section 15 (7) of the Public Employment Relations Act.

**ARTICLE XXIV:
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.

**ARTICLE XXV:
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, 2018.
- B. Negotiations shall be reopened on or before December 1, 2015, December 1, 2016, and December 1, 2017 (openers for s insurance only for duration of contract). This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

**OVID-ELSIE
EDUCATION ASSOCIATION/MEA/NEA:**

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

President

President

Secretary

Vice-President

Chairman, Negotiation Comm.

Secretary

Negotiation Comm.

Treasurer

Negotiation Comm.

Trustee

Negotiation Comm.

Trustee

Negotiation Comm.

Trustee

Dated this 1st day of September 2015.

**APPENDIX A-1
SCHOOL CALENDAR**

- A. To be established by an agreement between the OEEA, Administration and the Board of Education, except first day of students.
1. Good Friday - No School unless mutually agreed upon.
 2. The calendar for the following school year will be set no later than the close of the current year.
- B. 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 two weeks in advance 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.
- C. For the duration of this agreement, K-12 will attend seven (7) hours of parent-teacher conference time plus one and a half (1½) hours for an open house. These dates shall be mutually determined prior to the conclusion of each year for the following year.

Total Student Days 175

Total Teacher Days 182 (After 2015-16 school year this will change because of legislation, however, the number of hours will remain 1098)

**APPENDIX B-1
SALARY SCHEDULE
2015-16**

STEP	BA	BA+30/MA
Step 1	\$36,815	\$39,392
Step 2	\$38,473	\$41,243
Step 3	\$40,202	\$43,183
Step 4	\$42,012	\$45,209
Step 5	\$43,904	\$47,337
Step 6	\$45,876	\$49,560
Step 7	\$47,944	\$51,890
Step 8	\$50,099	\$54,328
Step 9	\$52,353	\$56,883
Step 10	\$54,710	\$59,557
Step 11	\$57,171	\$62,354
Step 12	\$57,743	\$62,978

Salary Formula for the 2016-17, 2017-18 School Years

The Board of Education and Association mutually agree to review enrollment numbers, no later than July 1 annually, during this agree to determine if a raise is to be implemented for the upcoming contract year.

2015-16: Steps; 0%; Step 12 added

2016-17: Steps; 0.5% added to scale if formula is satisfied

2017-18: Steps; 0.5% added to scale if formula is satisfied

The following formula will be utilized for determining the pay scale:

$$X < Y = 0.5\%; X \geq Y = 0\%$$

A number ("x") will be determined by taking the audited 2015 Fall student count and subtracting the actual count on the last day of school in 2016.

$$2015 \text{ Fall Count} - 2016 \text{ Actual Count} = X$$

$$\text{Student Loss between school years} = Y$$

This number will become the value to determine whether or not a raise will be implemented based on the audited 2016 Fall Count for 2016-17 and audited 2017 Fall

Count for 2017-18. If the loss of students experienced by the District is less than the value of "X", a 0.5% increase shall be added to the pay scale.

Example:

$$1500 \quad \text{Fall} \quad - \quad 1450 \quad \text{End of Year} \quad = \quad 50, \text{ therefore } X = 50 \quad \text{Value}$$

If, student loss is less than 50 students, 0.5% added. If the student loss is 50 or more students, then no increase.

Actual loss of students (Y) based on Fall Count = 35

Therefore, actual loss of students is less than the predetermined value so in this case a 0.5% increase would be implemented.

$$35 < 50 = 0.5\%$$

Longevity after 15 years +8% applied to base Step 1 of whichever schedule they are on (BA or BA+30/MA)

Longevity after 20 years +12% applied to base Step 1 of whichever schedule they are on (BA or BA + 30/MA)

Off Schedule Compensation

\$150 to be provided to each teacher with at least an effective evaluation for the duration of this agreement. This will be provided on a full-time equivalent basis.

APPENDIX B-2 PAYABLE EXTRAS
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Assistant Athletic Director	4.5%
Head Football Coach	10 %
Assistant Football Coaches (2)	7%
Head JV Football Coach	7%
Assistant JV Football Coach	7%
Freshman Football Coach	7%
ASSISTANT FRESHMAN FOOTBALL COACH	7%
Middle School Football Coach (2)	3.5%
Head Boys Basketball Coach	10%
Boys JV Basketball Coach	7%
Boys Freshman Basketball Coach	7%
Middle School Basketball Coaches (2)	4.5%

Head Baseball Coach	8%
JV Baseball Coach	5%
Freshman Baseball Coach	5%
Head Boys Track Coach	8.5%
Head Girls Track Coach	8.5%
Assistant Track Coach	4.5%
Middle School Track Coach (2)	3.5%
Wrestling Coach	9.0%
Assistant Wrestling Coach	7%
(If requested by Varsity Coach)	
Middle School Wrestling Coach (1)	3.5%
Head Golf Coach(must drive to practice)	5.5%
JV Golf Coach	2.5%
Head Cross Country Coach Boys	2.75%
Head Cross Country Coach Girls	2.75%
M.S. Cross Country Coach	2.5%
Head Girls Basketball Coach	10%
JV Girls Basketball Coach	7%
Freshman Girls Basketball Coach	7%
Middle School Girls Basketball Coach (2)	4.5%
Head Girls Volleyball Coach	9%
JV Girls Volleyball Coach	4%
Freshman Girls Volleyball Coach	4%
Middle School Volleyball Coach (2)	3.5%
Head Girls Softball Coach	8%
JV Girls Softball Coach	5%
Head Swim Coach	8%
Assistant Swim Coach	6%
Head Girls Tennis Coach	6.5%
JV Girls Tennis Coach	2.5%
Head Bowling Coach	3.5%
JV Bowling Coach	2%
Head Boys Tennis Coach	6.5%
JV Boys Tennis Coach	2.5%
Head Boys Soccer Coach	5.5%
Head Girls Soccer Coach	5.5%
JV Boys Soccer Coach	2.5%
JV Girls Soccer Coach	2.5%
Quiz Bowl Coach	2.5%
National Honor Society	2%
National Art Honor Society	2%
Varsity Fall Sideline Cheerleading Coach	4%
JV Fall Sideline Cheerleading Coach	2%
Varsity Competitive Cheerleading Coach	6%
JV Competitive Cheerleading Coach	3%
Middle School Cheerleading Coach	3%
Dance Team/Pompon Squad Coach	3.5%

Play Director (per play)	4.5%
High School Yearbook Advisor	\$500
Middle School Yearbook Advisor	\$400
Middle School Student Council Advisor (1)	2.5%
Class Sponsors:	
FRESHMAN (2) [EACH]	1.5%
SOPHOMORE (2) [EACH]	1.5%
JUNIOR (2) [EACH]	1.5%
SENIOR (2) [EACH]	1.5%
Department/Grade Chairperson(s) (one per elementary school)	2.5%
High School Student Council	4.5%
Stage and Light	6.5%
Vocal Music/Chair	\$400 (Each Elementary / Secondary)
Safety Patrol/Service Squad Coordinator (only at E. E. Knight)	\$450 per building
High School 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 percent's are based on the Bachelor's degree salary according to the number of year's experience in that or in a related payable extra field.

Individuals 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
For School Year 2015-16

- A. The board shall provide Set Seg 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 Set Seg Plan A will select Set Seg Plan B.
- C. The insurance programs referred to in Section A and B shall be provided, as specified in this section, to the teacher provided the appropriate applications are submitted prior to the deadline dates for the applicable open enrollment periods.

PLAN A: Set Seg-Option 1, 2 or 3

Ovid-Elsie Area School employees are given three (3) choices for medical insurance:

- 1. BCBS \$500/\$1,000 deductible
- 2. BCBS \$1,300/\$2,600 deductible with HSA
- 3. BCBS \$2,000/\$4,000 deductible with HSA

SET SEG Dental Insurance 80/20

SET SEG Vision Insurance Ultra Vision Plan III

\$20,000 Life insurance with AD&D

Long Term Disability

- 60% of the Employees current wage
- \$5,000 maximum monthly cap
- 90 calendar days modified fill
- Social Security freeze

PLAN B:

Set Seg	80/80/80 - \$1,500	
Vision	Set Seg(District Self Funded)	
	VIS-301	
Negotiated Life	\$20,000	
LTD	Same as Plan A	
Cafeteria Plan		
~minimum of 12 participants	\$200 per month	
~1 additional participant	\$400 per month	

~2 additional participants	\$450 per month
~3 additional participants	\$500 per month

D. The insurance programs referred to in Section A and B shall be provided, as specified, in this section for school years 2015-16.

PLAN A: The Board will provide the employee with monthly premium To current hardcap rates.

PLAN B:	Set Seg	80/80/80 - \$1,500
	Vision	Set Seg(District Self Funded)
		VIS-301
	Negotiated Life	\$20,000
	LTD	Same as Plan A
	Cafeteria Plan	
	~minimum of 12 participants	\$200 per month
	~1 additional participant	\$400 per month
	~2 additional participants	\$450 per month
	~3 additional participants	\$500 per month

The district agrees to provide the current annual hard cap amount for health insurance for full time, eligible members of the bargaining unit:

These dollar amounts will be adjusted as of January 1 for the duration of the contract as specified by Michigan Law.

The Association and Employer will meet to determine a mutually agreeable health insurance plan for which the above amounts may be utilized. Any cost of insurance for an employee above the specified amount will be subject to an automatic payroll deduction, which is hereby authorized by this agreement.

<p>APPENDIX B-4 SPECIALIZED SERVICES</p>
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A. VOCATIONAL AGRICULTURE:

An additional 16 percent on their salary schedule step. This percentage applies to each school year, which is considered to begin in September and conclude in August of the following year. No log for summer hours is required.

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. SCHOOL IMPROVEMENT CHAIR - \$500 per building

School Improvement Chair 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.

With prior approval from the superintendent, additional school time may be allowed for School Improvement responsibilities.

APPENDIX B-5 OVID-ELSIE LEAVE BANK

The ~~Siek~~ 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 Leave 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 Leave 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 Leave Days are not achieved within the building, the Association will seek days from other buildings.

The Leave 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.

APPENDIX B-6
ADDITIONAL COMPENSATION FOR CLASS SIZE

Overage Form

Teacher Name: _____

Overage for month of: _____

Secondary classes are the students assigned to you by class period.
 The six classes determined for elementary classes are: Science, Social Studies, Math, Reading, Writing, and Homeroom.

Classes	Gen. Ed Students	Spec. Ed Students	Total
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____

Special education students count 1.25

Total students _____ divided by 6 = _____

Total students allowed by contract _____ / 6 = Total student average allowed by contract

_____ -- _____ = _____ x \$20.00 = _____ Overage Pay

Total average minus Total average allowed by contract multiplied by \$20.00 = Overage Pay allowed

**If you have a special education teacher working with your students in a given class, the students count as 1, not 1.25 as you are receiving additional support for those students. If a special education teacher pulls students, but are still on your elementary caseload, they only count as one as well.

Teacher Signature _____

Principal Signature _____

Overage Form-Sample Secondary Staff- LA/Math Teachers

Teacher Name: _____

Overage for month of: _____

Secondary classes are the students assigned to you by class period.

The six classes determined for elementary classes are: Science, Social Studies, Math, Reading, Writing, and Homeroom.

Classes	Gen. Ed Students	Spec. Ed Students	Total
1. LA or English I	32	0	32
2. LA or English I-Team Taught	26	6	32
3. LA or English II -Team Taught	28	5	33
4. LA or English I	31	2	33.5
5. Novels	15	0	15
6. LA or English II	33	0	33

Special education students count 1.25

Total students 178.5 divided by 6 = 29.5

Total students allowed by contract 180 / 6 = 30 Average

NO OVERAGE PAY NECESSARY

Total average minus Total average allowed by contract multiplied by \$20.00 =
Overage Pay allowed

**If you have a special education teacher working with your students in a given class, the students count as 1, not 1.25 as you are receiving additional support for those students. If a special education teacher pulls students, but are still on your elementary caseload, they only count as one as well.

Teacher Signature _____

Principal Signature _____

Overage Form-Sample Secondary Staff- Social Studies/Science

Teacher Name: _____

Overage for month of: _____

Secondary classes are the students assigned to you by class period.
 The six classes determined for elementary classes are: Science, Social Studies, Math, Reading, Writing, and Homeroom.

Classes	Gen. Ed Students	Spec. Ed Students	Total
1. Civics	32	0	32
2. Civics	26	6	33.5
3. Civics	28	5	34.25
4. American History	31	2	33.5
5. Civics	28	0	28
6. American History	33	0	33

Special education students count 1.25

Total students 194.25 divided by 6 = 32.375

Total students allowed by contract 180 / 6 = 30 Average

$32.375 - 30 = 2.375 \times \$20.00 = \$47.50$ Overage

Total average minus Total average allowed by contract multiplied by \$20.00 = Overage Pay allowed

**If you have a special education teacher working with your students in a given class, the students count as 1, not 1.25 as you are receiving additional support for those students. If a special education teacher pulls students, but are still on your elementary caseload, they only count as one as well.

Teacher Signature _____

Principal Signature _____

Overage Form-Elementary Sample Teacher A- Writing and Science Switch

Teacher Name: _____

Overage for month of: _____

Secondary classes are the students assigned to you by class period.

The six classes determined for elementary classes are: Science, Social Studies, Math, Reading, Writing, and Homeroom.

Classes	Gen. Ed Students	Spec. Ed Students	Total
1. Reading	29	2	31.5
2. Writing	29	2	31.5
3. Writing-Switch Teacher Class	30	0	30
4. Science	29	2	31.5
5. Science-Switch Teacher Class	30	0	30
6. Homeroom	29	2	31.5

Special education students count 1.25

Total students 186 divided by 6 = 31 Average

Total students allowed by contract 180 / 6 = 30 Average

31 - 30 = 1 x \$20.00 = \$20.00 Overage Pay

Total average minus Total average students allowed by contract multiplied by \$20.00 = Overage Pay allowed

**If you have a special education teacher working with your students in a given class, the students count as 1, not 1.25 as you are receiving additional support for those students. If a special education teacher pulls students, but are still on your elementary caseload, they only count as one as well.

Teacher Signature _____

Principal Signature _____

Overage Form-Elementary Sample Teacher B Social Studies and Math Switch

Teacher Name: _____

Overage for month of: _____

Secondary classes are the students assigned to you by class period.

The six classes determined for elementary classes are: Science, Social Studies, Math, Reading, Writing, and Homeroom.

Classes	Gen. Ed Students	Spec. Ed Students	Total
1. Reading	30	0	30
2. Math	30	0	30
3. Math-Switch Teacher Class	29	2	31.5
4. Social	30	0	30
5. Social Studies-Switch Teacher Class	29	2	31.5
6. Homeroom	30	0	30

Special education students count 1.25

Total students 183 divided by 6 = 30.5

Total students allowed by contract 30 / 6 = 30 Average

$30.5 - 30 = 0.5 \times \$20.00 = \10.00 Overage Pay

Total average minus Total average allowed by contract multiplied by \$20.00 = Overage Pay allowed

**If you have a special education teacher working with your students in a given class, the students count as 1, not 1.25 as you are receiving additional support for those students. If a special education teacher pulls students, but are still on your elementary caseload, they only count as one as well.

Teacher Signature _____

Principal Signature _____

Internet Use by Teachers

***Use new signed agreement