

# **AGREEMENT**

between the

**ORCHARD VIEW BOARD OF EDUCATION**

and the

**ORCHARD VIEW**

**EDUCATION ASSOCIATION MEA/NEA**

**2023 - 2025**

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## **AGREEMENT**

This Agreement is entered into this 2nd day of June, 2023 by and between the Orchard View Board of Education of the Township of Muskegon, Michigan, hereinafter called the "Board" and the Orchard View Education Association, hereinafter called the "Association".

## **WITNESSETH**

**WHEREAS**, the Board and the Association recognize and declare that providing a quality education for the children of the Orchard View School District is their mutual aim and that the character of education depends, predominantly upon the quality and morale of the teaching service, and

**WHEREAS**, the members of the teaching profession are qualified to recommend policies and programs designed to improve educational standards, and

**WHEREAS**, the Board has a statutory obligation, pursuant to the Michigan Public Employment Relations Act, MCL 423.201 *et seq.*, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

**WHEREAS**, the parties, following extended and deliberate professional negotiations, have reached certain understanding which they desire to memorialize.

In consideration of the following mutual covenants, it is hereby agreed as follows:

### **ARTICLE I RECOGNITION**

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of the Michigan Public Employment Relations Act, MCL 423.211, for the bargaining unit described as follows: All professional personnel including personnel on tenure, probation, lay-off, leave of absence, classroom teachers, including school psychologists, social workers, guidance counselors, librarians, special education teachers, and remedial reading teachers, employed by the Board (whether or not assigned to a public school building), but excluding supervisory and executive personnel, maintenance and operating personnel, transportation personnel, and office and clerical employees and cafeteria workers, and substitutes.
- B. The term "teacher", when used in this Agreement, shall refer to all employees represented by the Association in the bargaining unit.
- C. The Board agrees not to negotiate with any labor organization other than the Association for the duration of this Agreement except as may be required by law.



**ARTICLE II**  
**BOARD RIGHTS RESERVED**

- A. The Board hereby retains and reserves unto itself, without limitation and without prior negotiations with the Association all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and of the United States, including, and without limiting the generality of the foregoing, the rights to:
1. The executive management and administrative control of the school district, its properties, equipment, facilities, and operations and to direct and supervise employees;
  2. Hire all employees and determine their qualifications and the conditions of their continued employment;
  3. Determine the assignment of all employees and evaluate their performance;
  4. Determine the size of the workforce, and to expand or reduce the workforce;
  5. Establish, continue or revise policies, rules and regulations governing employee conduct and performance;
  6. Discipline, demote and/or discharge employees;
  7. Establish, modify or change any work, business or school hours or days;
  8. Determine the services, curriculum, programs, supplies and equipment for its operations and to determine all methods and means of distributing, disseminating and/or delivering its services, the methods, schedules and standards of operation and the means, methods and processes of implementing its curriculum, programs and services;
  9. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;
  10. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations and determine the size of its administrative organization, its functions, authority, amount of supervision and table of organization
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the express terms of this Agreement and then only to the extent such terms are in conformance with the Constitution and laws

of the State of Michigan and the Constitution and laws of the United States.

### **ARTICLE III ASSOCIATION RIGHTS AND OBLIGATIONS BY LAW**

- A. The Association and its members shall have the right to use the school building facilities at all reasonable hours. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises. Bulletin boards and other established media of communication shall be made available to the Association and its members.
- B. The Board agrees to furnish to the Association in response to reasonable requests from time to time all information concerning the financial resources of the District, tentative budgetary requirement and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any financial grievance or complaint.

This provision shall not be construed to require the release or disclosure of information exempt from disclosure under Section 13 of the Michigan Freedom of Information Act, MCL 15.243, or not required to be provided pursuant to a request under the Michigan Public Employment Relations Act.

- C. The Superintendent and the Association President, upon request of either party shall consult on any new modified tax programs, major construction programs, or major revisions of educational policy, which are proposed or under consideration. Upon written request the Association shall be given opportunity to advise the Board in writing with respect to said matters.
- D. The Board specifically recognizes the rights of the Association appropriately to invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such public agency and the Association recognizes an equal right on the part of the Board.
- E. The Association, any officer or teacher shall not engage in or encourage any member to act in concert with others, without the lawful approval of his superior, to absent him/herself from his/her position or abstain in whole or in part from the full, faithful and proper performance of his/her duties for the purpose of inducing or coercing a change in the conditions or compensation, or the rights, privileges or obligations of employment, contrary to the provisions of Section 1 and 2 of the Michigan Public Employment Relations Act, MCL 423.201-.202.

### **ARTICLE IV TEACHER RIGHTS**

- A. It is hereby acknowledged that pursuant to the Michigan Public Employment Relations Act, MCL 423.201 et seq., that each employee of the Board in the bargaining unit shall have the right to freely organize, join and support the

Association for the purpose of engaging in collective bargaining or negotiation and lawful concerted activities for mutual aid and protection. 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 Public Employment Relations Act or other laws of Michigan or the constitutions of Michigan and the United States, that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, participation in any lawful activities of the Association or collective professional negotiations with the Board, or the institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

Nothing herein shall require any teacher to be a member of, or participate in the activities of the Association.

- B. Nothing contained herein shall be construed to deny or restrict the right of any teacher conferred by any statute of the State of Michigan, or administrative rule adopted pursuant to the Administrative Procedures Act, applicable to his/her employment with the Board.
- C. The constitutional rights of the teacher as a citizen are hereby acknowledged and no religious or political beliefs or activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher except as may be constitutionally permitted.
- D. According to the relevant provisions of the Michigan Civil Rights Act, MCL 37.2101 et seq., the Michigan Persons with Disabilities Act, MCL 37.1101 et seq., and the Michigan Public Employment Relations Act, MCL 423.201 et seq., the provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to religion, race, color, national origin, age, sex, height, weight, marital status, health conditions related to a disability, or membership in or involvement in the lawful activities of the Association.
- E. According to the provisions of law, MCL 423.501 et seq., the district shall maintain one official personnel file for each teacher. The teacher shall have the right upon request to review the contents of his/her own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review.
- F. A teacher shall at all times be entitled to have present a representative of the Association when involved in an investigatory interview which could result in discipline of the teacher or when being disciplined for any misconduct or delinquency in professional behavior or performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. Responsibility for such request rests solely with the teacher.
- G. Employees who are not subject to the Michigan Teacher's Tenure Act, including

but not limited to Speech Therapists and School Social Workers (Act IV Public Acts, extra Session of 1937 of Michigan, as amended) shall not be disciplined or discharged without just cause. Any such discipline shall be subject to the grievance procedure, including arbitration. The specific grounds forming the basis of disciplinary action will be made available to the Employee in writing.

- H. No documentation of any complaint made by a parent, student or administrator directed toward a teacher shall be placed in the personnel file of the teacher unless the teacher has been notified in writing at least forty-eight (48) hours in advance. Any complaint being placed in the personnel file shall be fully investigated and substantiated prior to placement in said personnel file, with notification to the Association President. Any such documentation shall minimally contain the date of the complaint, the nature of the complaint, the name of the person(s) making the complaint and the name of the person authorizing the documentation be placed in the personnel file. The person authorizing placement of the documentation in the personnel file shall have the responsibility to notify the teacher in accordance with the terms of this provision. Resolution of complaints shall be included in the personnel file.
- I. Teachers shall be permitted to use the school building facilities at any reasonable hours for purposes related to their professional duties and responsibilities. However, use of areas which pose a risk of injury to untrained individuals such as the weight rooms and shop areas shall be prohibited to all, except the instructors in those areas. The use of the swimming pool shall be prohibited to all without exception.

## **ARTICLE V VOLUNTARY PAYROLL DEDUCTIONS**

- A. Upon signed authorization of the teacher, the Board agrees to deduct from the wages of that teacher and make appropriate remittance for any MESSA, MEA Financial Services, or MEA sponsored programs including MEA Financial Services tax-deferred annuities. Payroll deduction shall also be available for any programs jointly approved by the Association and the Board

## **ARTICLE VI SENIORITY**

- A. For the purposes of this Agreement, seniority shall be defined as follows:
  - 1. For those bargaining unit members employed prior to the 1987-88 school year, seniority shall be defined as the number of years of service to the district as a bargaining unit member.
  - 2. For those bargaining unit members employed by the district commencing with the 1987-88 school year through the 1990-91 school year, seniority shall be defined as the number of years of consecutive service as a member of the bargaining unit in the Orchard View School District.

3. For those bargaining unit members employed commencing with the 1991-92 school year, seniority shall be defined to mean the amount of time continuously employed as a member of the bargaining unit beginning with the employee's first day of work.
  4. Employees accreted to the bargaining unit shall accumulate seniority within the bargaining unit starting from the effective date of the accretion.
- B. Accompanying the name of each teacher on the seniority list shall be years of service credit or the first day of work where applicable, the teacher's certification, the teacher's majors, minors, and other endorsements.
  - C. All seniority shall be lost by severance of employment from the Orchard View School District. Should a teacher subsequently be rehired, seniority accumulation shall begin anew from the date of rehire.
  - D. The parties agree that less than full time service shall equate to full time seniority.
  - E. The District shall prepare and present to the Association a current seniority list of bargaining unit members, including each member's certification and endorsement codes, prior to the first of October each year. The order of the names on the list shall be from most to least in seniority. The seniority list shall be published and posted conspicuously in all buildings of the District. The list will be posted for a period of thirty (30) calendar days. Bargaining unit members will have an opportunity to review and correct, if necessary, information on the list. At the end of the thirty (30) day period the parties will meet to agree upon the official seniority list.
  - F. Time spent on leave or on layoff shall not be construed as a break in service and seniority shall continue to accrue.
  - G. No person other than a teacher shall possess, or exercise seniority within the bargaining unit. However, a teacher who returns to a bargaining unit position after serving the Orchard View School District in an administrative position shall retain all previously accumulated service credit as seniority in the bargaining unit.

## **ARTICLE VII LEAD TEACHER**

- A. It is agreed that the Board may, in each building where appropriate, establish the position of Lead Teacher.
  1. The position of Lead Teacher shall be assumed only on those days where the building principal is absent, generally on a pre-scheduled basis.
  2. The Lead Teacher shall have the responsibility for the building insofar as student discipline, communicating with parents, and building safety. The Lead Teacher shall in no instance evaluate or discipline staff nor in any way become involved in same.



3. Compensation for Lead Teacher shall be an additional twenty-five percent (25%) of that teacher's base salary paid on a per diem basis.
4. The Lead Teacher shall be expected to work the same hours as the building administrator on those days.
5. The Lead Teacher shall be given at least twenty-four (24) hours notice prior to assuming the Lead Teacher position when possible.
6. Job performance as a Lead Teacher shall not be subject to evaluation.
7. The person appointed in a building must be an experienced teacher in that building.
8. The Superintendent, upon recommendation of the affected Principal, shall place the teacher in the role of Lead Teacher.
9. In no case will the superintendent be obliged to continue the teacher in the role of Lead Teacher.

## **ARTICLE VIII TEACHING HOURS**

- A. If a change in the school day becomes necessary, the Board and the Association agree to discuss the change. Mutual agreement of the parties shall be necessary to implement the change. It is the intent of the parties that the mutual agreement not restrict the Board's right to determine programs.
- B. Teachers will be available and responsible during the school year for the following:
  1. His/Her teaching assignment.
  2. Individual conference(s) with parents and/or students.
  3. Staff meetings shall be no longer than one hour and fifteen (75) minutes in length. If a deviation from the established time is necessary, the building principal will contact the Association President and/or chief Negotiator through the Association Representative to reach agreement on the deviation. Reasonable notification (one week notice, except in case of an emergency) of the extended time of the staff meeting will be given to the affected building staff. Accommodations will be made for those staff members that, because of prior commitments, cannot attend the extended staff meeting.
  4. All teachers shall attend one (1) monthly staff meeting unless prior arrangements have been made with the administration. These meetings will be held on the same day each month unless a change of the day is agreed to by mutual consent of the staff and the appropriate administrator.

5. In-service programs and meetings scheduled within the school day and/or school calendar or as otherwise agreed to between Association and the Board.
6. One hour annual open house. The date will be announced by the last day of the current school year pending an approved district calendar for the upcoming school year.
7. Parent/teacher conferences. Any individual deviations from the scheduled dates must be approved by the principal and the conference(s) rescheduled.
8. Any situation warranting their presence which is either mutually agreed upon in advance or considered an extreme emergency by the administration.

- C. Teachers shall report for work no later than ten (10) minutes prior to the start of the student instruction day and shall leave work no earlier than five (5) minutes after the end of the student instruction day. Arrival time in the event of a delayed start shall be ten (10) minutes before the delayed starting time. The regularly scheduled teacher work day at school, excluding the time before and after the student day and the lunch period, shall be six (6) hours and twenty five (25) minutes. Any increase over six (6) hours and twenty five (25) minutes will be negotiated. Reporting and leaving time for a teacher work day when students are not present will be the same as on a student instruction day, unless otherwise scheduled.

Teachers may leave for the monthly Board of Directors and General Membership meeting when the last class of that particular building has been dismissed for the school day.

- D. All teachers in all buildings will have a duty-free lunch period during which they may leave the building. This period shall conform to individual building schedules mutually agreed upon by the teachers and administrators of such buildings but in no event shall the lunch period be less than 30 minutes exclusive of passing time. Students who remain at a school during the lunch period or after school for transportation will be supervised by personnel other than professional personnel as covered by this Agreement.
- E. The Association agrees that teachers in the elementary schools recognize that recess is a necessary part of the educational program of this age group and will readily be on hand to protect the safety of all children at all recess duties that are assigned in a reasonable and nondiscriminatory manner on a building by building basis. No teacher shall be assigned recess duty more than twice per week.
- F. When elementary teachers' classes are being taught by Certified-Specialists (library, gym/physical education, art, music or any other Special classes), the teachers (excluding sixth grade teachers in a middle school setting) may use

such time for the purposes of individual planning, preparation, conferences, and any other professional duties within the building. Departure from the building during these times requires approval from the building principal.

- G. The District will provide elementary teachers with approximately 240/250 minutes of planning time per week, exclusive of recess and a duty free lunch. To accomplish providing this time, special teachers (library, physical education, music, art and depending on the district finances or available grants a fifth special) will be employed. For example, either teachers will have four 60 minute classes or with a fifth special, five 50 minute classes. No teacher's planning time shall be less than 25 minutes. The parties agree to review this article annually to determine which option will be implemented for the next school year.
- H. The Board and the Association recognize the school instructional program and related matters need continuing study and improvement. It is further agreed that the parties shall cooperate in an on-going study to assist the Board whereby it may bring about desirable changes and innovations in the teaching methods and techniques, class composition, coordinated K-12 curriculum, facilities and building programs and any other matters to improve the quality of education. Therefore, the necessary committee structure shall be instituted.
  - 1. Committee membership will be mutually agreed upon between the Board and the Association.
  - 2. Release time as needed and agreed upon will be provided for bargaining unit members to carry out the functions of said committees.
- I. Accreditation/School Improvement

It is the intent of the parties to this agreement not to abrogate the Collective Bargaining Agreement by the process of school improvement.

Recommendations from Accreditation/School Improvement Committees that change or alter the existing collective bargaining agreement shall be approved by both the Superintendent and the Association President through the regular contract modification/ratification procedures of the parties.
- J. All teachers are encouraged to be on the Accreditation/School Improvement committee on a rotating basis.
- K. Non-teaching time is not to be used as recreational, social, or leisure time. Abuse of such time shall be considered a violation of the contract.



## **ARTICLE IX CLASS SIZE**

- A. Pupil-teacher ratio is an important aspect of an effective educational program, hence, the parties agree that class size should be lowered whenever practical.
- B. The following numbers shall be used for student placement:

Grade Level:

Early Kindergarten	16 pupils per class
Kindergarten and First	23 pupils per class
Second and Third	25 pupils per class
Fourth and Fifth	27 pupils per class
Grades 6 through 12	31 pupils per class

Efforts shall be made to balance special education students within a grade level or course subject to the extent possible at the beginning of the school year, or as special education students enroll or leave the district during the school year. However, a teacher may agree to take additional special education students.

- C. Exceptions to the guidelines in B above:
  - 1. Classroom areas are designed to accommodate a specific number of students because of limited facilities or a limited number of students for safety reasons should not exceed that number. (These numbers shall be determined by equal representation of the Board and the Association.)
  - 2. "Grace" Period:

A period of ten (10) instructional days shall be allowed to correct any condition that exceeds these numbers. The ten (10)-day period begins upon the actual appearance of the student. A student shall not be placed or retained into a grade/class after the tenth instructional day, if such additional student creates an excess of greater than the class size number. The Association President will be notified each time the class size number is exceeded and the situation will be reviewed to decide whether overload will begin or whether a new class/section needs to be created. Overload compensation will be retroactive to the first day of the overload if not resolved within the 10-day period for resolution.
  - 3. Split Classes

The Board and the Association agree that elementary split classes are not to the academic benefit of students and therefore shall not be scheduled except as a last resort.
  - 4. Inclusive Education Guidelines:

- a. An Elementary inclusive classroom (K-5) shall be defined as a classroom in which both a regular education teacher and a special education teacher are assigned to that classroom. The special education teacher shall be assigned in that classroom for a minimum of four hours/ten minutes a day with at least 3 hours in core subject areas per the IEP of students and have at least 120 minutes of the 240 minutes of elementary planning time with the regular education inclusion teacher. The remaining two hours could be in a resource push in or pull out program.
  - b. A secondary (6-12) inclusive class period shall be defined as a single class period to which both a regular education teacher and a special education teacher are assigned for the full period.
  - c. Participation in inclusive classrooms shall be strictly optional, and any teacher employed in this capacity during a school year may opt-out for the following year by informing the Board in writing by May 1 of each school year. If the conditions of inclusive classrooms change in any way this deadline is waived and the teacher will be given the opportunity to opt-out with twenty (20) days' notice (except that if the teacher's "opting-out" is sufficient to preclude the assignment of a particular student or students, inclusive classroom assignment shall be made in reverse seniority order).
  - d. Changes to the guidelines for class size in inclusive classrooms may only occur with the consent of the affected teachers, the Association and the Administration.
5. The guideline for Rtl classes shall be set at a maximum of twenty (20) students per class.
6. Receiving teachers of mainstreamed students shall attend I.E.P.C. meetings.
7. Special Education and Vocational Education classes shall not exceed the rules and regulations established by the Special Education Code and the State Department of Education.
8. Large sized classes (physical education, band and vocal music) are exceptions to the guidelines set in Section B.
9. Nothing in Article IX shall restrict the association, administration and affected teachers from reaching a mutually agreed upon alternative solution to a specific class size "problem" and such agreement shall not set any precedence.
10. The District shall compensate teachers for any unresolved overages of

student class size limits according to the formula below: Overage compensation will be paid in accordance with the compensation formula below and retroactive to the first day of overload per Article IX(C)(2) for all overloads that remain unresolved within the ten (10) day period. Overage compensation will be paid at the end of each semester for the elementary, middle school, and high school levels. In subsequent years, class size requirements in the master agreement shall be strictly adhered to.

#### Compensation formula

a. Early Kindergarten

$[(\text{Teacher salary} / 32) \times (\# \text{ of student overload})] / \# \text{ of student days} = \text{Amount per day in dollars} \times 0.5$

Kindergarten

$[(\text{Teacher salary} / 46) \times (\# \text{ of student overload})] / \# \text{ of student days} = \text{Amount per day in dollars} \times 0.5$

Full Day Kindergarten/First grade

$[(\text{Teacher salary} / 23) \times (\# \text{ of student overload})] / \# \text{ of student days} = \text{Amount per day in dollars} \times 0.5$

Second and Third

$[(\text{Teacher salary} / 25) \times (\# \text{ of student overload})] / \# \text{ of student days} = \text{Amount per day in dollars} \times 0.5$

Fourth and Fifth

$[(\text{Teacher salary} / 27) \times (\# \text{ of student overload})] / \# \text{ of student days} = \text{Amount per day in dollars} \times 0.5$

b. Class size overages shall not be paid to elementary specials teachers, such as music and physical education.

c. Sixth – Twelfth grades (with a 5-period day – semesters)

$[(\text{Teacher salary} / 155) \times (\# \text{ of student overload})] / \# \text{ of student days} = \text{Amount per day in dollars}$

d. Ninth – Twelfth grades (with a 4-period day – trimesters)

$[(\text{Teacher salary} / 124) \times (\# \text{ of student overload})] / \# \text{ of student days} = \text{Amount per day in dollars}$

### **ARTICLE X QUALIFICATIONS, ASSIGNMENTS, VACANCIES AND TRANSFERS**

A. Vacancies shall be posted on bulletin boards, the district's website, and emailed to teachers. No vacancy shall be filled, except in case of emergency, on a temporary basis, until such vacancy shall have been posted for at least ten (10) work days. A vacancy may be posted for fewer than ten (10) work days with

mutual agreement by both parties.

- B. Any teacher may apply in writing for such a vacancy during the posting period. Minimum qualifications for the position shall be proper certification and a major or minor in the subject area meeting Advanced Ed accreditation standards where applicable.
- C. Within 3 business days of the close of a posting, the internal candidate awarded the position will be notified personally. Upon this conversation, the applicant will indicate acceptance of the awarded position or choose to remain in their current position. The decision will be irrevocable. This does not prohibit the internal applicant from applying for future positions.
- D. Extra Duty Assignments:
  - 1. Any assignments in addition to the normal teaching schedule, including but not limited to driver education, district-administered summer school programs and summer recreation, shall not be obligatory but shall be with the consent of the teacher. All vacant extra assignments, including coaching assignments, will be made by the board on the basis of preference to teachers employed in the district during the normal school year. These assignments shall be posted and all certified/qualified applicants for the positions, from within the bargaining unit, shall be interviewed. After all interviews have been completed, for each assignment, the assignment shall be awarded to the best qualified applicant. If two or more applicants are equally qualified, the most senior applicant shall be selected. Minimum qualifications and relative qualifications, as found in this article of this contract, shall apply when assessing each of the applicants' qualifications (coaching language shall apply for posted coaching positions). If there is no teacher applicant, the assignment shall be awarded to the best qualified bargaining unit member in the OV-MESPA bargaining unit. Applicants from outside the bargaining unit may be considered when no applicant from either bargaining unit is qualified for the position.
  - 2. Any extra duty assignments that begin or end within a building's normal "teacher" day (arrival-departure times included), shall be exempt from being posted for the district. All certified/qualified teachers from within that building, who do not have a previous assignment during the time slot of the offering, will be interviewed and the most qualified shall be selected. If applicants are equally qualified, the most senior applicant shall be selected.
  - 3. All coaches shall be notified within 45 calendar days after the end of their respective season as to their reappointment of the ensuing season. All open coaching positions shall be block posted according to the following:
    - a. Fall sports coaching positions shall be posted commencing May 1 and ending May 14 of the preceding Spring.
    - b. Winter and Spring sports coaching assignments shall be posted

during the first two weeks of school beginning with the first student day.

Bargaining unit members shall be given first preference for coaching vacancies provided they are qualified for the job and, if currently a coach, have received a satisfactory evaluation. Any bargaining unit member not applying for a coaching vacancy within the posting period shall have forfeited his/her right to the position for that season. Assignments to coaching positions shall be made by the appropriate building principals after consulting with both the athletic director and respective head coach at a joint meeting.

4. Bargaining Unit members will receive salary based on Schedule B and no other benefits. Non bargaining unit members shall receive no more than Schedule B amount. No tenure shall be deemed appropriate in any Schedule B position.

E. It is agreed between the parties, that for the purposes of placement on the Schedule B, the following shall apply:

1. Positioning of Assistant Coaches

- a. Assigned assistant coaches with experience as an assistant coach.

1. Experience within a particular sport will be fully credited.
2. Experience within a particular sport other than the assigned sport will be credited as follows:

Years of Experience	Step Placement
2-3	Step 1
4-5	Step 2
6+	Step 3

Assigned assistant coaches with head coaching experience in any sport will be given full credit for that experience.

2. Positioning of newly appointed head coaches.

- a. Coaches with no experience as a head coach but experience as an assistant coach at Orchard View will be credited as follows:

Years of Experience	Step Placement
4-5-6	Step 1
7-8-9	Step 2
10+	Step 3

- b. Coaches with no previous experience as a head coach other than the newly assigned sport will be credited as follows:

Years of Experience	Step Placement
2-3	Step 1
4-5	Step 2
6+	Step 3

3. The above apply only to athletic positions.
4. For all non-athletic positions in Schedule B experience credit may be granted by the appropriate building administrator according to the extent by which the experience is similar in nature to the position being applied for. Up to five years experience may be granted. Documentation may be required.

## ARTICLE XI TEACHING CONDITIONS

- A. The parties recognize the optimum school facilities for both student and teacher are desirable to ensure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward ensuring that the energy of the teacher is primarily utilized to this end.
- B. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, technology resources, current periodicals, standard test and questionnaires, and similar materials are the tools of the teaching profession. Representatives of the Board and the Association will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board will undertake to implement all joint decisions thereon made by the Board and the Association.
- C. Telephones shall be made available to all teachers in the lounge, offices, or classroom.
- D. All teachers shall have lesson plans available in their rooms for use and reference by any substitute teacher and for review by the building administrator.
- E. The Association agrees to encourage all teachers to perform fully, faithfully and properly their duties as teachers and responsibilities assigned in the contract and this agreement.
- F. Bargaining unit members shall not be required to administer medication to pupils. Pupils shall be referred to proper designated personnel for this function.
- G. The Association shall be consulted regarding the planning of in-service sessions throughout the school year. Following an in-service that is half a day or longer, an evaluation form will be made available to participants in the session, with the results being compiled and forwarded to the Association building representative(s).



- H. At the start of the school year, committee and extra duty positions will be filled by interested teachers with administration approval. If the teacher selected does not wish to perform the duty, he/she has the right to decline.
- I. A teacher and/or coach shall not be required to drive a school bus, van, or pupil transportation vehicle as part of his/her duties.
- J. Team teaching in an Inclusive Education classroom (Special Education/Regular Education combination) shall be voluntary. Teachers opting into this program may upon sixty (60) calendar days' notice prior to the end of the school year request and be granted a return to a non inclusive classroom teaching assignment which is the same as the one held prior or as near to the same as practical to do so.

## **ARTICLE XII CHAIRPERSONS**

High School and Middle School Department chairpersons are to be appointed in these departments:

- A. High School
  - Math
  - Language Arts
  - Vocational/Business/Technology
  - PE/Health
  - Science
  - Special Education
  - Fine Arts (Music, Drama, Choir, Art, and Band)
  - Social Science
  - Accreditation/School Improvement
  - PBIS
  - TCIS
  - For a total of 11
- B. Middle School
  - Math
  - Social Science
  - Science
  - Language Arts (English & Foreign Languages)
  - Encore Electives/Technology
  - Special Education
  - Accreditation/School Improvement
  - PBIS
  - TCIS
  - For a total of 9
- C. For each elementary building there shall be department chair:
  - 1. One per grade level: 6 individuals total
  - 2. For each building content chair
    - a. One (1) science

- b. One (1) social studies
  - c. One (1) math
  - d. One (1) writing
  - e. One (1) reading
- 3. One (1) Accreditation/School Improvement chair per building
- 4. District-wide elementary
  - (a) Special Education department chair
  - (b) Special Areas department chair (Art, Music, PE, Library)
- 5. One (1) PBIS chair per elementary building
- 6. One (1) TCIS chair per elementary building

For a total of 24.

- D. Interested teachers shall forward to the building principal his/her name indicating he/she is willing to serve as department/grade level chairperson. From the names submitted the building principal shall select the person to serve in that capacity. The department/grade level chairperson shall exercise coordinating functions, including serving as liaison between the teachers of the department and the school administration. The department/grade level chair will provide transition support to long-term substitutes and staff new to the department, grade level, or building because of transfer from another department, grade, or building for one year. The supports may include advising, coordinating, or linking in a transition capacity.

Department chairs shall attend district and building Accreditation/School Improvement team meetings as determined by the curriculum director or his/her designee.

Such chairperson shall not be considered a supervisory employee.

- E. Department and district curriculum chairpersons referenced in this article shall be compensated at 2.0% of the BA Base.
- F. Committee Member Pay will be \$100 per year (Pre-approved by administration). Department/Grade level chairpersons will not receive this compensation for work that is part of their responsibility. They could qualify for serving on additional committees.
- G. Minutes of committee meetings shall be forwarded to the building administrator.
- H. Chairperson positions may be left vacant at the discretion of the superintendent.
- I. The parties agree that curriculum committee members who work on curriculum/study/research outside of the regular school day or during the summer will be paid \$150.00 a day (6 hours/day) or \$75.00 a half day (3 hours/day). All work must be approved through the Superintendent prior to meeting.



### **ARTICLE XIII TEACHER EVALUATION**

- A. All evaluations shall be reduced to writing and a copy given to the teacher.
- B. Teachers should assume responsibility for professional growth by utilizing some or all of the following resources: Professional journals, consultation with and observation of other district professional staff, visitation of and consultation with out-of-district professional staff, attendance at appropriate workshops, conferences and inservices and continued education course work.

### **ARTICLE XIV ACADEMIC FREEDOM**

The academic freedom of teachers to facilitate student inquiry into controversial issues and conduct discussions among students regarding controversial issues within the teacher's area of expertise for educational purposes is encouraged and recognized as an acceptable endeavor, provided all sides of the issue are presented fairly and the discussion is not used to proselytize students. In conducting such discussions the teachers must give deference to the maturity of the students involved and the nature of the controversial issue. The teacher must comply with any regulations of the State Department of Education or laws of the State limiting instruction in a particular area to teachers or specific qualifications. The teacher must also be cognizant of the curriculum requirements adopted by the Board and following appropriate educational pedagogy at all times.

### **ARTICLE XV STUDENT DISCIPLINE AND TEACHER PROTECTION**

- A. The Board and the Association agree that the maintenance of control and discipline in the classroom is a joint responsibility.
- B. A teacher may remove a pupil from class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable until the principal and the teacher discuss the problem. In such cases, the teacher will furnish the principal, as promptly as his/her teaching obligations will allow, full particulars of the incident.
- C. If any teacher is sued by reason of physical force taken against a pupil within his/her authorized bounds, the Board will offer to supply legal counsel of its selection and render all reasonable assistance in the defense of the suit against the teacher. The Board reserves all rights to establish and delineate by Board policy or through directives of its administration, the scope and extent of disciplinary authority of any position.
- D. Any case of assault upon a teacher shall be promptly reported to the

superintendent. Upon request of the teacher assaulted, the Board will provide legal counsel to advise the teacher of his/her legal rights and alternatives with respect to handling the incident by law enforcement authorities. Any work time lost because of the investigation or prosecution of the incident by law enforcement authorities will not be deducted from the teacher's pay nor deducted from any paid leave benefit. The responsibility of the Board for legal counsel and fees shall terminate in such cases when and if the teacher elects to provide his/her own counsel.

- E. In the event a teacher is assaulted by a student or parent while in the performance of his/her duties for the school district, the Board shall reimburse the teacher for loss due to damage and/or destruction of the teacher's personal apparel and/or items of personal property on his/her person not to exceed \$1000.00 per incident. Reimbursement will be made upon itemization of items damaged or destroyed and confirmation of their replacement value. The teacher shall cooperate in seeking recovery from the individual committing the assaults for the amount of the loss.
- F. Teachers shall exercise reasonable care with respect to the safety and supervision of pupils and property, but, in accordance with governmental immunity, teachers shall not be individually liable, except in the case of gross negligence, or as found by court of law.
- G. Rules and regulations setting forth the procedures to be utilized in administering all Board policies regarding student conduct and discipline shall be available on the district website under, "ByLaws & Policies, Administrative Guidelines, Forms."

## **ARTICLE XVI PROFESSIONAL COMPENSATION**

- A. The salaries of teachers covered by this Agreement are set forth in Schedules A, which are attached to and incorporated into this Agreement. Such salary schedules shall remain in effect during the term of this Agreement.
- B. Teachers may elect to receive their pay as follows:
  - Option 1: Twenty-six (26) equal installments with the option to receive remaining salary at the end of the school year upon written notice between March 1 and March 15 of the given year. A teacher electing this pay option must execute a signed authorization for adjustment of his/her salary payment schedule
  - Option 2: Twenty-one (21) equal installments.
  - Option 3: A teacher selecting either Option 1 or 2 may elect direct deposit of his/her pay or portion thereof to his/her financial institution, by submitting his/her written authorization.
- C. 1. Substitutes (grades K-12 on a voluntary basis): \$35.00

2. In lieu of compensation, the teacher may choose to accrue sub-time to be used at his/her discretion. Five sub hours will equal one (1) day of comp time. Comp time earned must be used within the same school calendar year. Any time remaining at the end of the school year will be compensated under C.1. above.
- D. Teachers who accept an additional classroom teaching assignment (6th hour) will be paid an additional one-sixth (1/6th) of their salary specified on their step of the salary schedule (Schedule A) as compensation for the additional sixth hour classroom teaching assignment.
- E. If the work year of a bargaining unit member for his or her regular assignment is extended beyond the normal work year set forth in Schedule C, School Calendar, then any additional day(s) shall be compensated at the teacher's per diem rate.
- F. For placement on the steps of a salary schedule column beyond the B.A. Degree column, the degree and/or the hours beyond the B.A. Degree must be graduate credit hours earned from an accredited college or university recognized by the United States Department of Education, and earned in the disciplines for which the teacher is certified to teach or endorsements or administrative coursework and in which instruction is provided in the curriculum of the school district, and graduate hours must be earned after the designated degree for credit toward placement on a degree plus hours column. Other hours or degrees including non- accredited courses, coursework outside the teacher certification, or to obtain certifications in other areas, may be credited only with prior approval of the superintendent.
- G. Three (3) SBCEUs, thirty (30) CEUs, thirty (30) PDHs, thirty (30) SCECHs, or thirty (30) DPPDs = one (1) semester credit hour on the salary schedule.
- H. Only SCECHs, SBCEUs, CEUs, PHDs, and DPPDs earned while the employee is employed by Orchard View Schools will be counted retroactively to the employee's hire date. Documentation of SCECHs, SBCEUs, CEUs, PDHs, and DPPDs, credit hours, and Master's degrees must be submitted prior to August 1st or January 10th. Pay adjustments will then be made the first pay period of the school year for paperwork submitted prior to August 1st or the first pay period in February for paperwork submitted prior to January 10th. Official documentation shall be delivered in person to the Orchard View Human Resource Director using the agreed-upon Lane Change Request form provided on the staff webpage. The staff member will schedule a meeting by contacting the Human Resource Director and email documentation to the Director prior to the meeting. Official documentation is acceptable from Universities, Colleges, the MOECS system, or other official documentation system and will be checked by the employee for duplication and accuracy prior to the meeting.
- I. When a bargaining unit member assigned to multiple buildings uses his/her personal vehicle for travel between those buildings for school purposes, he/she

shall receive business mileage reimbursement at the allowable rate of the Internal Revenue Service.

- J. The District shall pay part-time teachers the hourly sub pay listed in Article XVI.C.1 to attend in-services/professional development which fall beyond their regular hours for the week.

## **ARTICLE XVII FRINGE BENEFITS**

- A. The Employer shall contribute the maximum hard cap amount authorized by the State Treasurer for medical benefit plan years for a full twelve (12) month period.
- B. These annual maximum hard cap paid amounts shall adjust annually at the beginning of each plan year to the maximum payments permitted by law.
- C. Employees who enroll in a MESSA ABC plan shall have the option to elect some of the employer monthly cap contribution into their Health Equity HSA, half January 1<sup>st</sup> and half April 1<sup>st</sup>. The amount elected for this shall be determined by the employee each year.
- D. The remainder of the total monthly cap contribution shall be paid towards the cost of the MESSA medical plan premium. The remaining monthly cost for the employee's elected medical plan premiums shall be paid by the employee.
- E. Employees who enroll in a Choices medical plan shall have the entire employer Hard Cap contribution paid towards the MESSA medical plan premium.
- F. The employee's premium contribution will be payroll deducted, in equal biweekly amounts from each paycheck through a qualified Section 125 Plan and, as such, will not be subject to withholding. The employer's "qualified Section 125 Plan" shall include any and all of the provisions necessary for pre-tax contributions to employee's HSA accounts administered through HEQ. Employees may contribute, through payroll deduction and electronic transfer, additional money towards their HEQ HSA up to the maximum amounts allowed by Federal law.
- G. The parties understand that in the event the minimum deductible necessary for a medical plan to comply with HSA eligibility is increased beyond the current deductible level in MESSA ABC Plan 1, the deductible will automatically adjust to meet the federal minimum requirement.
- H. The Employer shall sign an Employer Participation Agreement. An open enrollment period shall be provided annually each October.
- I. Employees who work at least three (3) hours shall be eligible for prorated benefits based on actual hours worked.
- J. Employees may choose from any of the five (5) MESSA medical plans listed below. An open enrollment period shall be provided annually each October for subsequent years.

1. For employees needing health insurance:
    - Choices (9T): \$500/\$1,000 Deductible, \$20 Office Visit, 0% Coinsurance, SRX Mail
    - ABC Plan 2 (DN): \$2,000/\$4,000 Deductible, 10% Coinsurance, 3 Tier
    - ABC Plan 1 (AF): \$1500/\$3,000 Deductible, 0% Coinsurance, ABC Mail
    - ABC Plan 1 (DB): \$1500/\$3,000 Deductible, 10% Coinsurance, 3 Tier
    - Essentials (EB): \$375/\$750 Deductible, \$25 Office Visit, 20% Coinsurance, EbM
  2. All five (5) Medical Plans listed above will also be packaged with the following:
    - a. Dental: 100% X-rays (Diag & Prev)/80% (Basic Services)/80% (Major Services); \$2,500 Annual Max, Ortho 80%; \$5,000 Lifetime Max, Adult Ortho Rider, 2 Cleanings in a 12 Month Period (January to December)
    - b. Vision: VSP 3 Plus P 250 CL
    - c. Negotiated Life: \$45,000 w/AD&D
    - d. LTD: 66 2/3%; 90 Day Modified Fill; \$5,000 maximum Social Security Offset: Primary, Freeze on offsets; COLA: No; Alcohol/Drug, Mental/Nervous: Same as any other
- K. New employees electing a medical plan shall enroll in one of the Choices plans. Employees may only elect to switch to one of the MESSA ABC health care plans during the annual open enrollment, effective January 1 of a calendar year.
- L. At the Association's request, the Board shall make adjustments to the current MESSA insurance plan options each year during the month of September for the following plan year.
1. If fewer than five (5) employees choose any one of the five (5) medical plans offered during open enrollment in fall 2023, then only four (4) medical plans will be available for member's to choose during open enrollment in fall 2024.
- M. Bargaining unit members not electing MESSA medical insurance will be enrolled in the following MESSA ancillary benefits:
1. For employees not needing health insurance
    - a. Dental: 100% V-rays (Diag & Prev)/80% (Basic Services)/80% (Major Services); \$2,500 Annual Max, Ortho 80%; \$5,000 Lifetime Max, Adult Ortho Rider, 2 Cleanings in a 12 Month Period (January to December)
    - b. Vision: VSP 3 Plus P 250 CL
    - c. Negotiated Life: \$50,000 w/AD&D
    - d. LTD: 66 2/3%; 90 Day Modified Fill; \$5,000 maximum Social Security Offset: Primary, Freeze on offsets; COLA: No; Alcohol/Drug, Mental/Nervous: Same as any other
  2. Additionally, those selecting PLAN B will be paid \$450 per month toward MESSA/MEAFS options through the district's Section 125 Plan.
  3. Employees electing PLAN B, the MESSA PAK that doesn't include a medical plan, must provide the Employer, each year during the open enrollment period, annual proof of minimum essential coverage through another employer/provider.
- N. The employee shall be responsible for any and all deductible and copays of insurance coverages.



- O. In the event the employee voluntarily resigns during the school year, the insurance shall be continued until the employee has received the pro-rata portion of the twelve (12) month insurance year earned at the time of the resignation.
- P. In the event the employee dies during the school year, the insurance shall be continued until the end of the month in which they pass.

## **ARTICLE XVIII**

### **LEAVE PAY**

- A. A teacher employed under full-time contract for the entire school year shall be granted full salary to the extent of ten days each school year for absence due as detailed below. Proportionate allowance shall be made for teachers under contract part-time or for a portion of the year.
- B. Sick leave shall become operative within the first day of the school year, except for all teachers who are new to the system. New teachers must start work under their contracts before sick leaves become operative.
- C. The unused portion of the sick leave at the end of any year shall be credited to the following year without limit. Each individual teacher's accumulated sick leave is available on the absence management system or on their pay stub if they are not in the absence management system.
- D. Each teacher upon commencement of employment with the district, after ninety (90) working days, shall be eligible for supplemental sick leave not to exceed a total of sixty (60) days during that teacher's lifetime employment with the district. The sixty (60) day supplemental sick leave account shall be in addition to the leave provided in Section A of this Article. The teacher may draw on this account when he/she has exhausted his/her accumulated sick leave. Any days drawn from the teacher's account shall be paid at the teacher's regular rate of pay less the cost of the per diem casual substitute rate in effect at that time. In such cases where a teacher may use all or a portion of the accumulated days, a medical certificate from a licensed physician at each payroll period shall be submitted. A teacher whose personal illness or disability extends beyond the period compensated above is still considered an employee without pay for such time as is necessary for complete recovery from such illness. The Board will continue payment of insurance subsidy beyond the used sick leave days (not the 60 days) through August 31. It is understood that the account is limited to a total of not more than sixty (60) days throughout the teacher's employment with the district.
  - 1. In the event an employee has exhausted all sick days, personal days, and/or the 60 day supplemental sick leave days the teacher shall request prior approval to use unpaid days to the superintendent in writing. The superintendent may grant the use of unpaid days (or, in the event of a documented emergency, after the unpaid day).
  - 2. A teacher may be subject to disciplinary action if approval is not requested or granted.
- E. The purposes for which such sick leave may be used are as follows:

1. Illness or disability of the individual.
  2. Death of a relative or death where obligations warrant.
  3. Illness in the home.
  4. Absence by exposure to contagious diseases.
  5. Sick leave may also be used for illness outside of the home where obligations warrant. Verification of obligations may be required.
- F. Up to five days off with pay for death in the family not deducted from sick leave for the following members of the teacher's family in or out of his/her home: Husband, Wife, son, daughter, step-children, mother, father, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandparents-in-law, grandchildren, step-mother, step-father, step-siblings, aunt and uncle (including in-laws).
- G. The Superintendent shall certify to the legitimacy of a claim for absence without loss of salary. In cases where the claim for absence allowance is based on illness of the teachers, the superintendent reserves the right to demand a doctor's statement of verification.
- H. At the beginning of every school year, each teacher shall be credited with two (2) personal leave days. A teacher planning to use a personal leave day(s) shall notify his/her principal at least one day in advance, except in cases of emergency. Such time, if not used, will accumulate as sick leave or as a maximum of five (5) personal days at the teacher's discretion.
- I. Teachers who are absent due to an injury which is compensable under the Michigan Worker's Compensation Act shall be permitted to use their accumulated sick leave days on a prorated basis to supplement worker's compensation benefits paid to receive not more than their regular net teacher's salary from all employer
- J. The purposes for which such sick leave may be used are as follows:
1. Illness or disability of the individual.
  2. Death of a relative or death where obligations warrant.
  3. Illness in the home.
  4. Absence by exposure to contagious diseases.
  5. Sick leave may also be used for illness outside of the home where obligations warrant. Verification of obligations may be required.
  6. The purposes for which such sick leave may be used are as follows:
  7. Illness or disability of the individual.
  8. Death of a relative or death where obligations warrant.
  9. Illness in the home.
  10. Absence by exposure to contagious diseases.
  11. Sick leave may also be used for illness outside of the home where obligations warrant. Verification of obligations may be required.
- K. Up to five days off with pay for death in the family not deducted from sick leave for the following members of the teacher's family in or out of his/her home:

Husband, Wife, son, daughter, step-children, mother, father, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandparents-in-law, grandchildren, step-mother, step-father, step- siblings, aunt and uncle (including in-laws).

- L. The Superintendent shall certify to the legitimacy of a claim for absence without loss of salary. In cases where the claim for absence allowance is based on illness of the teachers, the superintendent reserves the right to demand a doctor's statement of verification.
- M. At the beginning of every school year, each teacher shall be credited with two (2) personal leave days. A teacher planning to use a personal leave day(s) shall notify his/her principal at least one day in advance, except in cases of emergency. Such time, if not used, will accumulate as sick leave or as a maximum of five (5) personal days at the teacher's discretion.
- N. Teachers who are absent due to an injury which is compensable under the Michigan Worker's Compensation Act shall be permitted to use their accumulated sick leave days on a prorated basis to supplement worker's compensation benefits paid to receive not more than their regular net teacher's salary from all employer and/or statutory benefit sources, provided such use does not cause a reduction in the amount of worker's compensation benefit paid.
- O. Leave days for association business will be available upon request of the Association President and with the approval of the Superintendent. The Association agrees to accept the responsibility for the substitute(s) pay. It is the intent of both parties that such leave days will be processed and reviewed as in the past.
- P. Per FMLA, accumulated sick leave must be used by a bargaining unit member for the purpose of paternity leave.
- Q. Clarifications on Use of Non-Chargeable Leave
  - 1. Funeral Leave in the case of the death of a student or parent/guardian of a student:
    - a. The current year classroom teacher(s) shall be allowed up to one day of non-chargeable funeral leave in the case of a death of a student and/or the parent/guardian of a student.
    - b. The Chairperson of the District Crisis Response Team will, in consultation with the Superintendent, make the decision for any additional non-chargeable funeral leave for the district or building response.
    - c. Other bargaining unit members may attend the funeral using sick leave according to Article XIX, Section E.2.
  - 2. The Chairperson of the District Crisis Response Team will, in consultation with the Superintendent, make the decision on the use of non-chargeable leave to facilitate the District's response level during an identified crisis. By way of example, but not limited to:
    - a. Persons other than the current year classroom teacher in the



- case of a death of a student and/or the parent/guardian of a student;
- b. Hospital visitation of an injured or seriously ill student;
- c. Other situations that require district employee absences that are consistent with the District Crisis Response Plan.

## **ARTICLE XIX LEAVES OF ABSENCE**

- A. Leaves of absence with pay not chargeable against the teacher's allowance shall be granted with documentation for the following reasons:
  - 1. Absence when a teacher is called for jury service. Compensation for a teacher called for jury duty will be deducted from the teacher's daily rate of pay.
  - 2. Appearance as a witness in any case connected with the teacher's employment of the school or whenever the teacher is subpoenaed to attend any proceeding.
  - 3. Approved visitation at other schools or for attending educational conferences or conventions.
  - 4. Time necessary to take the selective service physical examination.
- B. Leaves of absence for one year without pay or insurance benefits shall be granted upon application.
  - 1. Health considerations
  - 2. Study related to teachers certification/endorsement.
  - 3. Study to meet eligibility requirements for certification/endorsement other than that held by the teacher.
  - 4. Study, research, or special teaching assignment involving probable advantage to the school system

The regular salary increment occurring during such period shall be allowed.

- C. The Board shall grant one year leave of absence, which can be renewed for an additional year for the following reasons to:
  - 1. Any teacher who joins the Peace Corps as a full-time participant in such program. Any period so served shall be treated as time taught for purposes of the salary schedule set forth in Schedule A of this Agreement.
  - 2. Teachers who are officers of the Association or are appointed to its staff for the purpose of performing duties of the Association.

3. Any teacher who enters military duty in any branch of the armed forces of the United States shall be entitled to all rights and privileges as prescribed by applicable state and/or federal statutes. Teachers on military leave shall be given the benefit of any increments, seniority, and sick leave allowances which would have been credited to them had they remained in active service to the school.
  4. Any teacher to campaign for, or serve in a public office.
  5. Child rearing or adoption leave.
- D. Upon return from a leave of absence covered by Article XIX a teacher shall be assigned to the same position or a position for which he/she is certified.
- E. Teachers shall be eligible for Family and Medical Leave Act consistent with the Act, Regulations, and Board policy. Paid leave will be concurrent toward FMLA provisions.

## **ARTICLE XX NEGOTIATION PROCEDURES**

- A. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this Agreement upon request by either party to the other with the consent of the second part. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- B. At least ninety (90) days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new agreement.
- C. In any negotiations described in this Article, neither party shall have any control over the selection of the bargaining representatives of the other party, and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of those voting in the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, and make concessions in the course of negotiations or bargaining subject to such ultimate ratification.
- D. If the parties fail to reach an agreement in any such negotiation, either party may invoke the mediation service of the Michigan Employment Relations Commission.

## ARTICLE XXI GRIEVANCE PROCEDURE

- A. 1. A "grievance" is a claim based upon an event or condition which affects the hours, wages, terms or conditions of employment of a teacher or group of teachers and/or which draws into question the interpretation, application or meaning of the provisions of this Agreement.
2. "Days" shall be defined to mean teaching days or business days during the summer recess.
- B. The Board hereby designates as its representative for such purpose the principal in each school building and the Superintendent of Schools when the particular grievance arises in more than one school building. The Board may change the designated representative by giving ten (10) days prior written notice to the President and designated representative of the Association. Such change shall not affect any grievance in process.
- C. The designated representative of the Association shall be the grievance chairperson of the Association. The president of the association must, in writing, supply the name of this party to the Board before the Board has a duty to deal with him/her. The Association may change or add a designated representative by giving ten (10) days prior written notice to the Board.
- D. Designated Alternate. Either party may designate an alternate representative to act in the temporary absence of the regular representative. Such designation shall not affect any grievance in process.
- E. The purpose of this procedure is to secure, as soon as possible, resolution of disputes regarding the hours, wages and/or working conditions of a teacher or teachers or problems which draw into question the interpretation or meaning of the provision of this Agreement. To better effectuate these policies, both parties agree that all proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
- F. It is important that grievances be processed through the steps as rapidly as possible. The number of days indicated at each step should be considered as maximum and every effort should be made to expedite the process. If the Association as the moving party fails to comply with the time limit, the grievance shall be considered settled on the basis of the Board's last written answer to the grievance. If the Board as the responding party fails to comply with any time limit at any step, the grievance shall automatically pass to the next step in the grievance procedure. The parties may, however, agree in writing to extend the time limits at any step.
- G. Nothing herein contained shall be construed as limiting the right of any individual teacher to present grievance to school officials and/or the Board and to have

those grievances adjusted without the intervention of the Association, except that the adjustment shall not be inconsistent with this Agreement and the Association shall be given the opportunity to be represented at such adjustment.

- H. A grievance must be filed with the building principal within fifteen (15) days of the event forming the basis of the grievance or discover of the facts forming the basis of the grievance if unknown by the grievant and/or Association at the time of the event.

Within five (5) days of receipt of the grievance by the designated representative of the Board, he/she shall meet with the Association representative(s) in an effort to resolve the grievance. Affected teachers may or may not be present at such meetings. If the meeting is with the school principal and the parties cannot agree, the grievance shall within five (5) days of the conclusion of the meeting be transmitted to the Superintendent.

The Superintendent shall meet with the Association representative(s) within fifteen (15) days of the receipt of the grievance or the Superintendent with the Board may hold a hearing. The Board may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance, provided however, that in no event, except with the express written consent of the Association, shall final determination of the grievance be made by the Superintendent. Notification and scheduling of such meeting shall be made with the Association's choice of representative. Affected teachers may or may not be present at such meetings. Upon conclusion of the final meeting/hearing regarding the grievance, the Superintendent shall have five (5) days to respond in writing. If the grievance is denied the written response shall state the reasons.

- I. In the event the answer by the Superintendent is not satisfactory to the Association or if no answer is forthcoming from the Board within the time period, then within fifteen (15) days following the date of receipt of the Board's answer or following the deadline for receipt of the Board's answer, the Association only, and not an individual teacher, may submit the grievance to binding arbitration by filing a demand for arbitration with the American Arbitration Association. The rules of the American Arbitration Association shall apply to the selection of the arbitrator and the arbitration proceedings.

- J. The following rules and conditions shall apply:

1. The grievance shall relate solely to the application and interpretation of the terms and conditions of this Agreement.
2. The arbitrator shall have no authority to add to, subtract from, modify, change, alter or amend the terms and conditions of the Agreement.
3. The arbitrator shall have no authority to hear or rule upon any of the following:
  - a. The termination of or the decision not to renew the employment of

- any teacher;
  - b. Any matter involving the Board's discretion in the expenditure of sums for capital outlay;
  - c. The fixing or establishment of any salary schedule;
  - d. Evaluation;
  - e. Any matter which is a prohibited subject of bargaining.
- 4. The decision of the arbitrator shall be final and binding.
  - 5. Only one grievance shall be heard by an arbitrator at any one appointment, unless otherwise agreed between the parties.
  - 6. The costs and expenses of the arbitrator shall be borne by the party against whom the decision is rendered or as assigned by the arbitrator. The expenses of the witnesses and representatives of the parties shall be borne by the party for whom they appear. Witnesses and representatives of the Association shall be released without loss of pay for hearings pursuant to Article XXI, Section J.
  - 7. Any grievance not taken to arbitration within the above stated time limits shall be deemed settled based upon the Board's last answer.
  - 8. The parties may by mutual agreement, in writing, submit the grievance to expedited arbitration according to the rules of the American Arbitration Association, or as otherwise mutually agreed upon.

## **ARTICLE XXII**

### **REDUCTION IN PERSONNEL**

- A. Any salary or benefits accrued by a teacher prior to layoff shall not be affected by the layoff.
- B. The Board shall give written notice of recall from layoff by sending a certified letter to the teacher, with a copy sent to the Association President. The teacher shall respond to the notice of recall within fifteen (15) calendar days of receipt or forfeit right to recall.
- C. Intent to recertify or nullify an area of certification or endorsement shall be given to the Superintendent thirty (30) calendar days prior to the last required work day of the current school year. Changes in a teacher's certification after the required orientation day of the next school year following layoff shall not permit the teacher to be recalled by lay off of any other teacher.



## **ARTICLE XXIII MISCELLANEOUS PROVISIONS**

- A. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers should make every effort to use the absence management system at least one hour prior to the employees' start time; if the employee is unable to get through, the employee shall notify the building office to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.
- B. No polygraph or lie detector device shall be used in any investigation of any teacher without the consent of the teacher.
- C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with the terms contained in any individual teacher contracts heretofore in effect. All future individual teachers contracts shall be made expressly subject to the terms of this Agreement. The provision of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- D. Copies of this Agreement shall be printed at the expense of the Board and Association and presented to all teachers, newly employed or hereafter employed by the District.
- E. Teachers shall receive their personal contract from the district by October 15.
- F. If any article or section of an article of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such article or section of an article or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other articles or sections within an article or application shall continue in full force and effect.
- G. Scheduled student days that are canceled because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions (as defined by city, county, or state health authorities) will be rescheduled as required to comply with the minimum days of students instruction mandated by law and/or State Board of Education rule and to insure receipt of full state aid by the school district. Should a closing because of conditions not within the control of the school authorities require the scheduling of additional days of student instruction to meet the minimum state requirement for State Aid, representatives of the Association and Board will meet the first week in February to determine how such days and/or hours shall be made up if needed at that time. Further, if additional days of student instruction are needed between February and the end of the school year, representatives will meet as soon as the fact is known to determine make up time. Unless otherwise agreed, the canceled student days to be rescheduled will be held by extending the school calendar, including ending dates for marking period by one work day date around holidays and recess periods as originally scheduled.

Teachers shall not receive additional compensation for any such rescheduled day(s).

- H. To the full extent permitted by law, this Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this district shall be merged or combined.

#### **ARTICLE XXIV MENTOR TEACHERS**

- A. A Mentor Teacher shall be defined as a Master Teacher as identified in section 1526 of the School Code and shall perform the duties of a Master Teacher as specified in the code.
- B. For the purpose of this article, a mentee shall be defined as a bargaining unit member in his/her first three (3) years in the classroom, or a teacher new to the district and did not earn tenure in their prior district, new to the district and earned tenure in their previous district but has less than eight years of teaching experience or a member on an IDP. Each mentee shall be assigned a Mentor Teacher by the Administration in consultation with the Association.

C.

Category	Years	Minimum Hours	Pay	Release time
Probationary teacher new to teaching	3	1 <sup>st</sup> year – 25 2 <sup>nd</sup> year – 20 3 <sup>rd</sup> year - 15	1 <sup>st</sup> year - \$1,000 2 <sup>nd</sup> year - \$750 3 <sup>rd</sup> year - \$500	1 <sup>st</sup> year – 4 2 <sup>nd</sup> year – 2 3 <sup>rd</sup> year – 1
New OV teacher with teaching experience, no tenure earned	2	1 <sup>st</sup> year – 15 2 <sup>nd</sup> year - 10	1 <sup>st</sup> year - \$500 2 <sup>nd</sup> year- \$250	1 <sup>st</sup> year – 2 2 <sup>nd</sup> year - 1
New OV teacher with teaching experience and tenure earned	1	10 hours	\$250	1
Current OV teacher on an IDP plan (voluntary)	Length of IDP	12 hours per semester	\$300/ semester	Determined by IDP

- D. A Mentor Teacher shall be assigned in accordance with the following:

1. Participation as a Mentor Teacher shall be voluntary.
2. The Mentor teacher shall be a tenured teaching member of the bargaining unit. There are no guarantees inherent to the selection process for a Mentor Teacher position. Mentor teachers shall be selected from a list of applicants for the position. The association shall review the list in consultation with the administration.

Mentor teacher positions shall be posted no later than August 1 of each school year for the following year.

Mentor teachers shall be selected from the list of qualified applicants within twenty (20) working days from the first day of school or within twenty (20) working days from the date of hire of a bargaining unit member entitled to a mentor, whichever is later.

To the extent possible mentees shall be assigned mentors working within their building and area(s) of certification. In the event a vacancy cannot be filled because of a lack of mentor teacher applicants, the board may fill the vacancy from any source, except that the association and the district may contact teachers not on the original list for any teacher hired mid year requiring a Mentor.

3. The Association shall be notified immediately, upon verification by the Board, of all bargaining unit members requiring a mentor assignment. The notification shall include the mentee's teaching assignment.
  4. The Administration shall notify the association when the match of a Mentor Teacher and a mentee has been formalized. The assignment of the Mentor Teacher shall be finalized by the Administration within ten (10) working days after the notification.
  5. A mentee shall only be assigned to one (1) Mentor Teacher at a time. A Mentor Teacher should be matched with not more than two (2) mentees at one time. This limit may only be exceeded if there exist extenuating circumstances and the Association and Administration mutually agree that it is in the best interest of the mentee.
  6. The mentor teacher assignment shall be for one (1) year subject to review by the Mentor Teacher, mentee and Administration after three (3) months. If the Mentor Teacher or Administration feel it would be in the best interest of the mentee to make a change, a new Mentor Teacher shall be named at the end of that semester. At the end of each year, the match will be reviewed and the appointment will only be non- renewed by a mutual agreement of the Mentor Teacher, mentee, Association and Administration.
- E. Probationary teachers shall be provided with a minimum of fifteen (15) days of professional development induction during their first three- (3) years of classroom teaching. Professional development shall be scheduled within the parameters of the regular work day/year.
- F. Because the purpose of the Mentor/mentee match is to acclimate the bargaining unit member and to provide necessary assistance toward attaining quality instruction, the Board and the Association agree the relationship shall be confidential and shall not, in any fashion, be a matter included in the evaluation of the Mentor Teacher or the mentee. Neither the Mentor Teacher nor the mentee shall be permitted to participate in any matter related to the evaluation of the other. Further, the Mentor Teacher shall not be called as a witness in any grievance or administrative hearing involving the mentee nor shall the mentee be called as a witness in any grievance or administrative hearing involving the Mentor Teacher as to teaching responsibilities.



- G. Any Teacher who receives an evaluation rating less than effective or is performing less than effective as determined by Administration may be assigned a Mentor. The purpose of this Mentor is to provide necessary assistance toward attaining quality instruction and improving job performance.

## **ARTICLE XXV INTELLECTUAL PROPERTY RIGHTS**

### **Definitions:**

**"Materials"**: Materials shall mean by way of illustration any and all materials created by the bargaining unit member which includes, but is not limited to, syllabi, course content, text books, models, study guides, lab manuals, lesson plans and notes, CD-ROMs, video tapes, DVDs computer programs, multi-media programs, class activities and assignments, assessments, techniques and instruments, articles, reviews, works of art, including paintings, sculptures, and musical compositions and recordings, course exercises, tests answers to tests, in any form or medium now known or hereafter known.

**"Intellectual Property Rights"**: "Intellectual Property Rights" shall mean patent, trademark, trade secret, and/or copyrights.

### **A. Ownership:**

1. Orchard View Schools hereby confirm the bargaining unit member's ownership of any and all Intellectual Property Rights in any Materials. The parties further agree that the Materials shall not be considered a "work made for hire" as the term is defined under the Copyright Act, as amended. If, however, a court of competent jurisdiction determines that the Materials are a "work made for hire," this Agreement shall act as an irrevocable assignment of all Employer's rights, title, and interest in the Materials, including, but not limited to, all Intellectual Property Rights from Orchard View Schools to the bargaining unit member.
2. All use by Orchard View Schools and each of its sub-licensees, if any, of the Materials shall inure to the benefit of the bargaining unit member. All rights in the Materials other than those specifically granted herein are reserved by the bargaining unit member for his or her own use and benefit, including, but not limited to, the right to make any derivative works based on the Materials, to enter into any other agreements with third parties concerning the use of the Materials, to transmit or download the Materials through electronic, telephonic, optical or other means, or to perform or display the Materials or any derivative works thereof.
3. Orchard View Schools shall not seek or obtain protection of any kind, including registration, of the Materials without the prior written consent of the bargaining unit member.
4. Upon termination or expiration of this Agreement for any reason whatsoever, and/or upon termination of the bargaining unit member's employment relationship

with Orchard View Schools, all rights in the Materials granted to Orchard View Schools shall automatically revert back to the bargaining unit member and/or his/her heirs and assigns. Orchard View Schools shall be required at any time to execute any and all documents reasonably requested by the bargaining unit member to confirm the bargaining unit member's ownership of all such Intellectual Property Rights.

5. The obligations, representations, warranties, acknowledgements, and confirmations of the parties contained in this Agreement continue, survive and remain in force and effect after any termination or expiration of this Agreement and/or termination of the bargaining unit member's employment relationship with Orchard View Schools and shall be binding upon and shall inure to the benefit of the parties hereto, their administrators, heirs, successors, and assigns.

#### B. Grant

Subject to terms hereof, the bargaining unit member hereby grants to Orchard View Schools, its successors and assigns, and Orchard View Schools (Orchard View Schools) hereby accepts, a non-exclusive license with the right to sublicense others to use, reproduce, publicly perform and display, or distribute copies of the Materials in its current form and by any means currently known.

#### C. Restrictions

This license does not grant Orchard View Schools the right to: (a) make any changes to the Materials without the prior written consent of the bargaining unit member; or (b) make any other use of the Materials other than as expressly authorized herein.

#### D. Territory

The rights granted under Section B above shall be restricted to Orchard View Schools' campus including satellite campuses (the "Territory"). Orchard View Schools may only utilize the rights granted under Section B above outside the Territory upon receipt of the bargaining unit member's prior written approval.

#### E. Term

The term of this license shall be for the duration of this Agreement.

#### F. Consideration

Orchard View Schools agrees to pay the bargaining unit member certain consideration for the production and use of the Materials as follows:

The parties shall meet and negotiate the compensation for each instance of the production and/or use of Materials created by a bargaining unit member.

#### G. Reporting and Payment:

Orchard View Schools shall provide the bargaining unit member and the President of the Association with quarterly/semi-annual statements related to the Materials indicating the quantity of the Materials sold, licensed or distributed and the amount due the bargaining unit member, and shall simultaneously pay to the bargaining unit member the amount shown due the bargaining unit member in

such statement. Orchard View Schools shall keep accurate books of account and records at its principal place of business covering all transactions related to the Materials, and the bargaining unit member or his/her agents shall have the right, at all reasonable hours of the day, to audit Orchard View Schools' books of account and records on five (5) days prior notice. Should an audit by the bargaining unit member or his/her agents establish a deficiency of more than five percent (5%) between the amounts found to be due and the amount actually paid or reported by Orchard View Schools, Orchard View Schools shall pay the bargaining unit member's out-of-pocket costs of the audit together with an amount of the deficiency, plus interest at a rate of one and one-half percent (1 ½%) per month from the date such amount became due until the date of payment. Orchard View Schools shall remit payment in such amount within 30 days of the bargaining unit member's delivery to Orchard View Schools of written notice of the same. Orchard View Schools shall keep all such Materials books of account and records available for at least three (3) years after the date its rights granted herein to the Materials are hereby terminated.

#### H. Hold Harmless

Orchard View Schools hereby agrees to defend, indemnify, and hold the bargaining unit member harmless against any and all claims, demands, causes of action, and judgments (including reasonable attorneys fees) arising out of Orchard View Schools use of the Materials.

#### I. Insurance

At all times during this Agreement for which the Materials are being distributed, licensed, or sold, Orchard View Schools shall, at its own expense, procure, maintain, in full force and effect with a responsible insurance carrier, a general liability insurance policy and a media liability policy with respect to the Materials. Orchard View Schools may obtain such insurance in conjunction with a policy of liability insurance which covers content other than the Materials, including any such policies currently owned by Orchard View Schools.

#### J. Control and Credit:

1. Control: The Employee shall have full control of the substantive and intellectual content of the Materials, both at the time of their production and any time during the use by Orchard View Schools. As with the preparation of any other scholarly or creative works, the bargaining unit member shall be expected to deliver accurate and current information. The bargaining unit member shall also have full control over the clarity and precision and the method of communicating the information contained in the Materials as well as any pending or supplemental updates.
2. Supplemental Updates: The bargaining unit member is authorized to produce any revised or supplemental materials or reflect developments or insights that come to the bargaining unit member's attention following completion of the Materials and before the expiration of Orchard View Schools' rights of use of the Materials.
3. Named Credit: The bargaining unit member shall receive full credit as the named author or principal developer of all copies of the Materials prepared by or

authorized by Orchard View Schools. The bargaining unit member shall have the right to remove his/her name from any copies of Materials made or authorized by Orchard View Schools upon written notice of the same to Orchard View Schools.

4. Right to Teach or Present: The bargaining unit member who has created the Materials shall have the first option to teach the course or present at the event for which the Materials shall be used.

## **ARTICLE XXVI USE OF TECHNOLOGY**

- A. Employee use of technology is appropriate under all of the following circumstances:
  1. support of the academic program
  2. telecommunications
  3. Association activities; and
  4. 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 or during the school day, and does not impede the network.
- B. Employees agree that technology may not be used for commercial, for profit purposes or for unlawful purposes.
- C. Unintentional violations of the Acceptable Use Policy by the teacher shall not result in discipline. Student misuse of technology shall not result in discipline of the teacher if it was not a result of negligence or misconduct by the teacher.

The parties agree that employees shall not intentionally access web sites that are pornographic in nature; or to harass or intimidate others; to use social media to interact with students for inappropriate or unprofessional purposes; to disclose confidential or student information or to violate the Acceptable Use Policy.

An employee may be disciplined for unlawful, obscene, pornographic, abusive, or otherwise objectionable use of the computer network.

- D. The parties recognize that there is no legitimate expectation of privacy in electronic mail communications and may be reviewed by the district and in some cases, are subject to disclosure under the Freedom of Information Act.
- E. Orchard View Schools will provide each employee with a password for accessing technology. Employees agree to maintain confidentiality with regard to their passwords, however, it is understood that the Employer will have access to all employees' technology.

## **ARTICLE XXVII ACCUMULATED SICK LEAVE SEVERANCE INCENTIVE**

Orchard View Schools and the Association agree to an accumulated sick leave severance incentive that will pay an employee who works six (6) or more hours per day



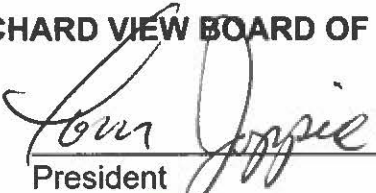
with ten (10) or more years of service, an amount equal to \$55.00 for each unused day accumulated. The payment will be made upon the employee's resignation/retirement providing the employee provides the district notice by June 15th. The payment will be made to employees who resign/retire during the school year providing the employee gives the district thirty (30) days notice. Payments shall be made within thirty (30) days of resignation or retirement and be paid into a 403(B) account held in one of the district approved 403(B) vendors. Such payments will constitute employer contributions under 403(B) of the Internal Revenue Code (IRC).

## ARTICLE XXVIII DURATION OF AGREEMENT

This Agreement shall be effective as of August 15, 2023 and shall continue in effect for two (2) years, through the 14<sup>th</sup> day of August, 2025.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

### ORCHARD VIEW BOARD OF EDUCATION

By:   
President

By:   
Secretary

### ORCHARD VIEW CHAPTER OF MICHIGAN EDUCATION ASSOCIATION

By:   
President

By:   
Secretary

## SALARY SCHEDULE ADJUSTMENTS 2023-2025

### 2023/2024:

- 1 Step increase
- Adjust Step 1 from \$42,627 to \$45,296 by:
  - Adding \$2000 to base pay
  - Increasing base pay 1.5%
- Add Step 24 at a factor of 1.0%
- \$300 off-scale payment in December

### 2024/2025:

- 1 Step increase
- Adjust Step 1 from \$45,296 to \$46,796 by:
  - Adding \$1500 to base pay
- Add step 25 at a factor of 1.0%
- \$250 off-scale payment in December

**SCHEDULE A**  
**2023-2024**

Step	Factor	BA	BA+18	BA+36/MA	MA+30	MA+45
1	0	45,296	46,988	48,748	50,672	52,675
2	1.026	46,474	48,209	50,016	51,990	54,044
3	1.026	47,683	49,463	51,316	53,341	55,449
4	1.026	48,922	50,749	52,651	54,728	56,891
5	1.026	50,194	52,068	54,019	56,151	58,370
6	1.052	52,804	54,776	56,828	59,071	61,405
7	1.035	54,652	56,693	58,817	61,139	63,555
8	1.035	56,565	58,677	60,876	63,279	65,779
9	1.035	58,545	60,731	63,007	65,493	68,081
10	1.035	60,594	62,857	65,212	67,786	70,464
11	1.026		64,491	66,907	69,548	72,296
12	1.026		66,168	68,647	71,356	74,176
13	1.026		67,888	70,432	73,211	76,105
14	1.026		69,653	72,263	75,115	78,083
15	1.02		71,046	73,708	76,617	79,645
16	1.02		72,467	75,183	78,150	81,238
17	1.02		73,916	76,686	79,713	82,863
18	1.02		75,395	78,220	81,307	84,520
19	1.02		76,903	79,784	82,933	86,210
20	1.02		78,441	81,380	84,592	87,934
21	1.0125		79,421	82,397	85,649	89,034
22	1.0125		80,414	83,427	86,720	90,147
23	1.0125		81,419	84,470	87,804	91,273
24	1.01		82,233	85,315	88,682	92,186

\$300 off-scale payment in December 2023

Longevity starting with the:

15th year	1,800
20th year	2,400
25th year	3,000
30th year	3,600
35th year	4,200
40th year	4,500



**SCHEDULE A  
2024-2025**

Step	Factor	BA	BA+18	BA+36/MA	MA+30	MA+45
1	0	46,796	48,488	50,248	52,172	54,175
2	1.026	48,013	49,748	51,555	53,529	55,583
3	1.026	49,262	51,042	52,895	54,921	57,028
4	1.026	50,542	52,369	54,271	56,348	58,511
5	1.026	51,856	53,731	55,682	57,813	60,032
6	1.052	54,553	56,525	58,577	60,820	63,154
7	1.035	56,462	58,503	60,627	62,948	65,364
8	1.035	58,439	60,551	62,749	65,152	67,652
9	1.035	60,484	62,670	64,945	67,432	70,020
10	1.035	62,601	64,863	67,219	69,792	72,471
11	1.026		66,550	68,966	71,607	74,355
12	1.026		68,280	70,759	73,468	76,288
13	1.026		70,055	72,599	75,379	78,272
14	1.026		71,877	74,487	77,339	80,307
15	1.02		73,314	75,976	78,885	81,913
16	1.02		74,781	77,496	80,463	83,551
17	1.02		76,276	79,046	82,072	85,222
18	1.02		77,802	80,627	83,714	86,927
19	1.02		79,358	82,239	85,388	88,665
20	1.02		80,945	83,884	87,096	90,439
21	1.0125		81,957	84,933	88,184	91,569
22	1.0125		82,981	85,994	89,287	92,714
23	1.0125		84,018	87,069	90,403	93,873
24	1.01		84,859	87,940	91,307	94,811
25	1.01		85,707	88,819	92,220	95,759

\$250 off-scale payment in December 2024

Longevity starting with the:

15th year	1,800
20th year	2,400
25th year	3,000
30th year	3,600
35th year	4,200
40th year	4,500

## SCHEDULE B - Extra Duty Compensation

(Percentage of first year teacher with B.A. degree)

	0	1	2	3	4	5
Head Varsity Football (HS)	12.50%	13.50%	14.50%	15.50%	16.50%	17.50%
Asst. Varsity Football (HS)	9.000%	9.500%	10.000%	10.500%	11.000%	11.500%
J.V. Football (HS)	9.000%	9.500%	10.000%	10.500%	11.000%	11.500%
Asst. J.V. Football (HS)	6.000%	6.500%	7.000%	7.500%	8.000%	8.500%
9th Grade Football (HS)	6.000%	6.500%	7.000%	7.500%	8.000%	8.500%
Asst. 9th Grade Football (HS)	5.000%	5.500%	6.000%	6.500%	7.000%	7.500%
Football (MS)	4.000%	4.500%	5.000%	5.500%	6.000%	6.500%
Asst. Football (MS)	3.000%	3.500%	4.000%	4.500%	5.000%	5.500%
Head Varsity Basketball (HS)	12.500%	13.500%	14.500%	15.500%	16.500%	17.500%
Asst. Basketball (HS)	8.000%	8.500%	9.000%	9.500%	10.000%	10.500%
JV Basketball (HS)	8.000%	8.500%	9.000%	9.500%	10.000%	10.500%
9th Grade Basketball (HS)	5.000%	5.500%	6.000%	6.500%	7.000%	7.500%
Basketball (MS)	4.000%	4.500%	5.000%	5.500%	6.000%	6.500%
Asst. Basketball (MS)	3.000%	3.500%	4.000%	4.500%	5.000%	5.500%
Head Varsity Wrestling (HS)	11.000%	11.500%	12.000%	12.500%	13.000%	14.000%
Asst. Wrestling (HS)	5.000%	5.500%	6.000%	6.500%	7.000%	7.500%
Wrestling (MS)	4.000%	4.500%	5.000%	5.500%	6.000%	6.500%
Asst. Wrestling (MS)	3.000%	3.500%	4.000%	4.500%	5.000%	5.500%
Head Varsity Cross Country (HS)	5.000%	5.500%	6.000%	6.500%	7.000%	8.000%
Cross Country (Combined)	9.000%	9.500%	10.000%	10.500%	11.000%	11.500%
Cross Country (MS)	3.000%	3.500%	4.000%	4.500%	5.000%	5.500%
Head Varsity Baseball or Softball (HS)	9.000%	9.500%	10.000%	10.500%	11.000%	12.000%
Asst. Baseball or Softball (HS)	5.000%	5.500%	6.000%	6.500%	7.000%	7.500%
JV Baseball or Softball (HS)	5.000%	5.500%	6.000%	6.500%	7.000%	7.500%
Bowling Combined (HS)	6.000%	6.500%	7.000%	7.500%	8.000%	8.500%
Bowling Separate (HS)	5.000%	5.500%	6.000%	6.500%	7.000%	7.500%
Golf (HS)	5.000%	5.500%	6.000%	6.500%	7.000%	8.000%
Asst. Golf Coach (HS)	3.000%	3.500%	4.000%	4.500%	5.000%	5.500%
Head Tennis (HS)	3.500%	4.000%	4.500%	5.000%	5.500%	6.000%
Asst. Tennis (HS)	3.000%	3.500%	4.000%	4.500%	5.000%	5.500%
Head Varsity Volleyball (HS)	11.000%	11.500%	12.000%	12.500%	13.000%	14.000%
Asst. Volleyball (HS)	6.000%	6.500%	7.000%	7.500%	8.000%	8.500%
JV Volleyball (HS)	6.000%	6.500%	7.000%	7.500%	8.000%	8.500%

Freshman Volleyball (HS)	5.000%	5.500%	6.000%	6.500%	7.000%	7.500%
Volleyball (MS)	4.000%	4.500%	5.000%	5.500%	6.000%	6.500%
Asst. Volleyball (MS)	3.000%	3.500%	4.000%	4.500%	5.000%	5.500%
Combined Track (HS)	11.000%	11.500%	12.000%	12.500%	13.000%	14.500%
Track (HS)	8.000%	8.500%	9.000%	9.500%	10.000%	11.000%
Asst. Track (HS)	5.000%	5.500%	6.000%	6.500%	7.000%	7.500%
Track 2 Coaches (MS)	3.000%	3.500%	4.000%	4.500%	5.000%	5.500%
Combined Track (MS)	4.000%	4.500%	5.000%	5.500%	6.000%	6.500%
Asst. Track with combined position only (MS)	2.000%	2.500%	3.000%	3.500%	4.000%	4.500%
Head Varsity Soccer (HS)	9.000%	9.500%	10.000%	10.500%	11.000%	12.000%
Asst. Soccer (HS)	5.000%	5.500%	6.000%	6.500%	7.000%	7.500%
JV Soccer (HS)	5.000%	5.500%	6.000%	6.500%	7.000%	7.500%
Soccer (MS)	3.000%	3.500%	4.000%	4.500%	5.000%	6.000%
Asst. Soccer (MS)	2.000%	2.500%	3.000%	3.500%	4.000%	4.500%
Cheerleaders (HS) per season	6.000%	6.500%	7.000%	7.500%	8.000%	8.500%
JV Cheerleader (HS) per season	4.000%	4.500%	5.000%	5.500%	6.000%	6.500%
Cheerleader (MS) per season	2.000%	2.500%	3.000%	3.500%	4.000%	4.500%
<b>Clubs and Co-Curriculars</b>						
Band (HS)	11.000%	11.500%	12.000%	12.500%	13.000%	14.000%
Marching Band (HS)	3.000%	3.500%	4.000%	4.500%	5.000%	6.000%
Summer Band	2.000%	2.500%	3.000%	3.500%	4.000%	4.500%
Band (MS)	3.000%	3.500%	4.000%	4.500%	5.000%	6.000%
Choir (HS)	3.500%	4.000%	4.500%	5.000%	5.500%	6.500%
Choir (MS)	3.000%	3.500%	4.000%	4.500%	5.000%	6.000%
Elementary Music	Current Teacher Sub rate hourly pay per event for all classifications (Pre-approved by administration)					
Twelfth Grade Advisor	2.000%	2.250%	2.500%	2.750%	3.000%	3.250%
Eleventh Grade Advisor	3.000%	3.250%	3.500%	3.750%	4.000%	4.250%
Tenth Grade Advisor	3.250%	3.500%	3.750%	4.000%	4.250%	4.500%
Ninth Grade Advisor	1.000%	1.250%	1.500%	1.750%	2.000%	2.250%
Student Council Advisor (HS) - includes Close Up	4.000%	4.500%	5.000%	5.250%	5.500%	5.750%
Student Council Advisor (MS)	3.000%	3.500%	4.000%	4.250%	4.500%	4.750%
Student Services Club Advisor (MS)	3.000%	3.500%	4.000%	4.250%	4.500%	4.750%
Drama (HS)	4.500%	5.000%	6.000%	7.000%	7.500%	8.500%
Asst. Drama (HS)	2.250%	2.500%	3.000%	3.500%	4.000%	4.500%
Debate/Quiz Bowl (HS)	4.000%	4.500%	5.000%	5.250%	5.500%	5.750%

JV Quiz Bowl (HS)	3.000%	3.500%	4.000%	4.250%	4.500%	4.750%
Robotics (HS)	6.000%	6.500%	7.000%	7.500%	8.000%	9.000%
Robotics (MS)	3.500%	4.000%	4.500%	5.000%	5.500%	6.000%
Robotics (ELEM)	2.500%	3.000%	3.500%	4.000%	4.500%	5.000%
E-SPORTS (HS & MS Semester 1 - Video Gaming)	3.000%	3.500%	4.000%	4.500%	5.000%	6.000%
E-SPORTS (HS & MS Semester 2 - Video Gaming)	3.000%	3.500%	4.000%	4.500%	5.000%	6.000%
School Paper	2.500%	3.000%	3.500%	3.750%	4.000%	4.250%
Yearbook (HS)	3.000%	3.500%	4.000%	4.500%	5.000%	5.500%
Yearbook (MS)	2.500%	3.000%	3.500%	4.000%	4.500%	5.000%
Yearbook (ELEM)	2.000%	2.500%	3.000%	3.500%	4.000%	4.500%
Web Page Designer	2.500%	3.000%	3.500%	3.500%	3.500%	3.500%
Student Special Activities	2.500%	3.000%	3.500%	3.750%	4.000%	4.250%
Destination Imagination	2.500%	3.000%	3.500%	3.750%	4.000%	4.250%
National Honor Society Advisory	2.500%	3.000%	3.500%	3.750%	4.000%	4.250%
Sportsmen's Club	3.000%	3.500%	4.000%	4.250%	4.500%	4.750%
Lunch Supervision	Current Teacher Sub rate hourly pay per event for all classifications (Pre-approved by administration)					
Girls on the Run Liaison	2.000%	2.250%	2.500%	2.750%	3.000%	3.250%
Girls on the Run Coach	1.500%	1.750%	2.000%	2.250%	2.500%	2.750%
Total Track Quest Liaison	2.000%	2.250%	2.500%	2.750%	3.000%	3.250%
Total Track Quest Coach	1.500%	1.750%	2.000%	2.250%	2.500%	2.750%
Class Trip Director (MS)	4.000%	4.500%	5.000%	5.250%	5.500%	5.750%
Class Trip Fundraiser Director (MS)	2.000%	2.250%	2.500%	2.750%	3.000%	3.250%
Drivers Education Director	4.000%	4.500%	5.000%	w/ addition of Drivers Ed Staff wages		
Drivers Education Staff	0.075%	0.080%	0.085%	0.090%	0.095%	0.100%
Summer School	Current Teacher Sub rate hourly pay per event for all classifications (Pre-approved by administration)					
O.V. Special Events Stipend	Current Teacher Sub rate hourly pay per event for all classifications (Pre-approved by administration)					
Official at or Supervisor of Athletic Event	Current Teacher Sub rate hourly pay per event for all classifications (Pre-approved by administration)					
Chaperoning any school sponsored activity	Current Teacher Sub rate hourly pay per event for all classifications (Pre-approved by administration)					
Committee Member Pay	\$100 per year (Pre-approved by administration. Department/Grade level chairpersons will not receive this compensation for work that is part of their responsibility. They could qualify for serving on additional committees.)					

Schedule B Longevity:	1% of BA base added after 10th year
	2% of BA base added after 15th year
	3% of BA base added after 20th year
	4% of BA base added after 25th year

- Split Positions on Schedule B will be mutually agreed upon by all parties and will share the pay rate.
- New positions will be negotiated with both Associations. All vacant Schedule B assignments shall be posted. All qualified applicants for the positions, from within the bargaining units, shall be interviewed. After all interviews have been completed, for each assignment, the assignment shall be awarded to the best qualified teacher applicant. If there is no teacher applicant, the assignment shall be awarded to the best qualified bargaining unit applicant in the OV-MESPA bargaining unit. If two or more applicants are equally qualified, the most senior applicant shall be selected. (Current Language in OVMESPA contract.) New positions shall not be added to current staff without an agreement by all parties.
- In reference to year 4 of the Student Special Activities: After successful enrollment of students, the parties shall meet to determine if the activity should be added as a Schedule B assignment.
- In reference to Class Trip Director (MS) and Class Trip Fundraiser Director (MS) the equivalent of up to 4 days of released time per position for fund raising and planning activities with administrative approval.
- Co-op Athletic Positions are at the discretion of the host school district.
- The district has the right to determine if the Schedule B position is needed and or filled, but if the position is needed, contract language for the posting will be followed. Any position that is determined to not be needed will not be added to any other duties of any classification.
- Placement on the Schedule B payscale is at the discretion of the Superintendent based on the employee's previous experience and current contract language for OVEA and OV-MESPA.
- Any staff member currently holding a Schedule B position will be grandfathered at current rate if it is higher than this Schedule. Staff holding a club position will maintain the position for the upcoming year with successful completion of the event as determined by principal or appropriate supervisor.
- Support Staff will be allowed to participate in field trips and school events during working hours if the work obligation warrants their participation and there is the approval of their supervisor or building principal. This does NOT mean that Support Staff can go on their child(ren)'s field trip and be paid. If they are attending as a Parent, they will still need to use a personal day and/or vacation day.

## **SCHEDULE C- SCHOOL CALENDAR**

### **2023-2024**

Aug. 24: New Employees Orientation  
Aug. 28: All Staff Orientation  
Aug. 29: First Day of School  
Aug. 29: Early Release/Staff PD  
Aug. 30: Early Release/Staff PD  
Aug. 31: Early Release/Staff and Students  
Sept. 1-4: Labor Day Break  
Sept. 11: Early Release/Staff PD  
Sept. 25: Staff PD Inperson/5.25hrs  
Oct. 9: Early Release/Staff PD  
Oct. 16-19: Conference Week  
Oct. 16: Early Release/Staff and Students  
Oct. 17: Early Release/Staff and Students  
Oct. 18: Early Release/Staff and Students/Conferences 3:00-6:00 pm  
Oct. 19: Staff PD Remote/5.25hrs  
Oct. 20-23: Fall Break  
Nov. 3: End of 1st Marking Period  
Nov. 13: Early Release/Staff PD  
Nov. 22-24: Thanksgiving Break  
Dec. 11: Early Release/Staff PD  
Dec. 21: Early Release/Staff and Students  
Dec. 22-Jan. 2: Winter Break  
Jan. 8: Early Release/Staff PD  
Jan. 15: MLK Day/No school for Staff and Students  
Jan. 18-19: Early Release/Staff and Students/HS Exams  
Jan. 19: End of 2nd Marking Period and 1st Semester  
Feb. 12: Early Release/Staff and Students  
Feb. 16-19: Mid-Winter Break  
Feb. 20: Staff PD Remote/5.25hrs  
Mar. 11-15: Conference Week  
Mar. 11: Early Release/Staff PD  
Mar. 12: Early Release/Staff and Students  
Mar. 13: Early Release/Staff and Students/Conferences 3:00-6:00 pm  
Mar. 14: Early Release/Staff and Students  
Mar. 15: Staff PD Inperson/5.25hrs  
Mar. 28: End of 3rd Marking Period  
Mar. 29-Apr. 5: Spring Break  
Apr. 8: Early Release/Staff PD  
May 13: Early Release/Staff PD  
May 24: Early Release/Staff and Students  
May 27: Memorial Day/No school for Staff and Students  
June 6-7: Early Release/Staff and Students/HS Exams  
June 7: Last Day of School/End of 4th Marking Period and 2nd Semester



**SCHEDULE – D**

**ORCHARD VIEW GRIEVANCE FORM**

Grievance Number: \_\_\_\_\_ Date Grievance Filed: \_\_\_\_/\_\_\_\_/\_\_\_\_

School Building(s): \_\_\_\_\_

**Subject to the provisions of the Master Agreement, I hereby authorize the Association Grievance Committee to process and settle this grievance.**

**STATEMENT OF THE GRIEVANCE:**

**REMEDY REQUESTED:**

_____	_____ Date: ____/____/____
<i>Signature of Association's Designated Representative</i>	<i>Signature of Grievant</i>
additional	(use separate sheet for signatures if more than one grievant)

**PRINCIPAL'S DISPOSITION:**

Date of Receipt: \_\_\_\_/\_\_\_\_/\_\_\_\_

Comment  
:

☐ Granted ☐ Denied  
\_\_\_\_/\_\_\_\_/\_\_\_\_

Date:

\_\_\_\_\_  
*Signature of Principal*

**ASSOCIATION'S DISPOSITION:**

☐ Satisfactory ☐ Unsatisfactory

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
*Signature of Association's  
Designated Representative*

**SCHEDULE – D (continued)**

**SUPERINTENDENT'S DISPOSITION:**

Date of Receipt: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Comment  
:

☐ Granted ☐ Denied  
\_\_\_\_ / \_\_\_\_ / \_\_\_\_

Date:

\_\_\_\_\_  
*Signature of Superintendent*

**ASSOCIATION'S DISPOSITION:**

☐ Satisfactory ☐ Unsatisfactory

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

\_\_\_\_\_  
*Signature of Association's  
Designated Representative*

**BOARD'S DISPOSITION:**

Date of Receipt: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Comment  
:

☐ Granted ☐ Denied  
\_\_\_\_ / \_\_\_\_ / \_\_\_\_

Date:

\_\_\_\_\_  
**Signature of Board Representative**

## SCHEDULE E

### ORCHARD VIEW SCHOOLS ATHLETIC DEPARTMENT HEAD COACH EVALUATION

Name \_\_\_\_\_ Assignment \_\_\_\_\_

Date of Conference \_\_\_\_/\_\_\_\_/\_\_\_\_ Recommendation:

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

#### COACHING RESPONSIBILITY

1. Security of equipment and building	1	2	3	4	5
2. Knowledge & understanding of respective sport	1	2	3	4	5
3. Relations with coaches in program	1	2	3	4	5
4. Rapport with players	1	2	3	4	5
5. Individual & team discipline	1	2	3	4	5
6. Willingness to follow suggestions	1	2	3	4	5
7. Locker room supervision	1	2	3	4	5
8. Community relations	1	2	3	4	5
9. Inventory list/Budget request	1	2	3	4	5
10. Ability to take charge of program	1	2	3	4	5
11. Cooperation with administration	1	2	3	4	5

#### PERSONAL QUALIFICATIONS

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

#### ATHLETIC DIRECTOR'S COMMENTS

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#### ATHLETIC DIRECTOR'S RECOMMENDATIONS

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Evaluation received by: \_\_\_\_\_ Evaluation by: \_\_\_\_\_

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

**1. Copy to Coach    2. Copy to Athletic Director    3. Copy to Personnel File**

## SCHEDULE F

### ORCHARD VIEW SCHOOLS ATHLETIC DEPARTMENT ASSISTANT COACH EVALUATION

Name \_\_\_\_\_ Assignment:

Date of Conference \_\_\_/\_\_\_/\_\_\_ Recommendation:

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

#### COACHING RESPONSIBILITY

1. Security of equipment and building	1	2	3	4	5
2. Knowledge & understanding of respective sport	1	2	3	4	5
3. Relations with coaches in program	1	2	3	4	5
4. Rapport with players	1	2	3	4	5
5. Individual & team discipline	1	2	3	4	5
6. Willingness to follow suggestions	1	2	3	4	5
7. Locker room supervision	1	2	3	4	5
8. Community relations	1	2	3	4	5

#### PERSONAL QUALIFICATIONS

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

#### ATHLETIC DIRECTOR'S COMMENTS

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#### ATHLETIC DIRECTOR'S RECOMMENDATIONS

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Evaluation received by: \_\_\_\_\_ Evaluation by: \_\_\_\_\_

Coach's signature does not indicate agreement with evaluation.

1. Copy to Coach 2. Copy to Athletic Director 3. Copy to Personnel File

## **SCHEDULE G**

### **Professional Learning Evaluation Form**

Date:

Topic:

Based on your learning choices, please describe two (2) ways you could apply/use your learning (knowledge, skill, or information) in your role with Orchard View.

Please share what worked well for you today and provide suggestions to improve the structure, content, or delivery. This could include suggestions for future learning, or ways to better organize the format of the learning.

Letter of Agreement  
for  
Professional Compensation for Extra Duty during Prep-time

Orchard View Schools and the Orchard View Education Association agreed to the following clarification on the extra duty compensation during prep time.

**Principal Disposition:**

**Middle School and High School Plan for Sub Shortage:**

We will have teaching staff notify us of their desire or lack thereof to fill in for teachers when we have a sub shortage. Each teacher will be assigned a color-green (call every time), yellow (minimal desire to fill in), and red (no desire). Each green teacher will also be listed by seniority so most experienced teachers will be called first.

**Cardinal Plan for Sub Shortage:**

When either of the elementary buildings are short on subs the following steps will take place, in the order listed, as an effort to cover the classroom:

- If the absent teacher is attending training or testing in the county they will be called back to their classroom.
- Other Cardinal building teachers will be given an opportunity to cover during their planning time. Seniority will be taken into consideration when filling the position. Teachers will be given a choice of \$35.00 for the hour subbed or 1 hour comp time.
- Specialists will be asked if they'd be willing to cover the class for the day. If they choose to cover the classroom, teachers missing their specials will be given a choice of \$30.00 for the hour missed or 1 hour comp time.


**OVEE for Sub Shortage**

- Students from the class will be split amongst the grade level classrooms of teachers who volunteer. (All classrooms will be split up amongst those teachers prior to absences). Teachers who voluntarily choose to take students will be paid \$5.00 per extra child per day. Overload compensation will not be in effect for this situation.

This procedure will operate for the 2023-24 school year and be evaluated at the end of the year. Based on the evaluation, it may continue, be modified, or change.

  
Angela Prins, OVEA President

6-7-23  
\_\_\_\_\_  
Date

  
Jim Nielsen, Superintendent

6-7-23  
\_\_\_\_\_  
Date