

Article 5 Grievance

A. Definitions

1. "Grievance" ~~shall mean a~~ **An complaint allegation** by an individual bargaining unit member or a group of bargaining unit members ~~that there has been to him, her (or them)~~ **who claim** a violation **(s)** or inequitable application of any provisions of this contract.
2. "Grievant" is the person ~~(s)~~ who has the grievance and is presenting the **claim(s) complaint**, ~~also referred to as the Complainant~~. The Grievant may be an individual and/or the Association.
- 2-3. **"Group Grievance" is a written grievance filed by two or more bargaining unit members or the Association**
- 3-4. **"Association Representative"** is the person who may speak for and/or advise a grievant.
- 4-5. "Immediate Supervisor" is the person who has District administrative or supervisory responsibilities over the grievant in the area of grievance as stated in school board policy.
- 5-6. The term "days" when used in this article shall, except where otherwise indicated, mean the grievant's working days.

B. General Provisions

1. Participants
 - a. A grievant has a right to **Association** representation of their own choosing at each step of the grievance procedures.
 - b. If any member of the Association's Grievance Committee is a party to an individual rather than a group grievance, they shall not serve as the Association's grievance representative in the processing of such grievance.
 - c. Group Grievance - If, in the judgment of the Association, a grievance affects ~~a group or class of~~ **two or more** bargaining unit members, the Association shall submit the grievance at Step Two. If the matter is not resolved within ten (10) days, the matter may be submitted in writing to the Superintendent and the processing of such grievance shall commence at Step Three (3).
2. Rights and Responsibilities
 - a. There shall be no restraint, interference, discrimination, or reprisal exerted on any bargaining unit member choosing to use these procedures for resolution of grievance.
 - b. When a bargaining unit member is not represented by the Association, the Association shall have the right to be present and state its views at all stages.
 - c. Failure at any level of this procedure by the grievant to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.
 - d. All documents, communications, and records of a grievance will be filed in the school District office separately from the personnel files. Failure at any step of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next step.
 - e. Grievances need to include name(s) of the grievant(s), the affected areas of the contract, date of the event(s), a description of the circumstance(s), and the proposed remedy for the claim(s).
 - f. In the course of investigating any grievance, representatives of the parties who need to contact an employee or student in school will contact the building supervisor of the building being visited, will state the purpose of the visit immediately upon arrival, and secure permission, provided permission shall not be unreasonably withheld.
 - g. There will be no interruption of classroom and/or other school-sponsored activities

during the grievance procedure.

- h. Every effort will be made by all parties to avoid the unnecessary involvement of students in the grievance procedure.
- i. Financial responsibility: Each party shall pay any and all costs incurred by said party.

3. Processing Grievances

- a. Grievances shall be processed as rapidly as possible; the number of days indicated for settlement or appeal at each level shall be considered a maximum.
- b. All parties should complete the grievance process by the end of the school year.
- c. Grievances will be processed after the regular workday or at other times which do not interfere with assigned duties unless mutually agreed upon.

C. Initiating a Grievance and Timing Restrictions

- 1. The grievance process must be initiated within fifteen (15) days after the occurrence of the cause for the complaint. However, if the grievant did not become aware of the occurrence until a later date, then the grievant must initiate action within the fifteen (15) days following knowledge of the cause or when grievant reasonably ought to have had knowledge of the cause, whichever is sooner. In failing to thus initiate action, they will be considered to have no grievance.
- 2. Problem Solving: The District and the Association may work together to resolve a problem without or prior to proceeding through the grievance procedure. The parties may agree to hold the grievance timelines in abeyance with an agreed upon deadline during the problem solving process.

D. Specific Grievance Procedures

- 1. Step One: ~~Informal Meeting with Supervisor~~ Individual Grievance:

The grievant will first discuss the grievance with the Principal or immediate supervisor, either individually or ~~through the Association grievance representative, or~~ accompanied by a an Association representative, with the objective of resolving the matter informally. The parties may agree to hold grievance timelines in abeyance, by setting an ending time and date, during this informal process. If the matter remains unresolved, the grievant shall notify the supervisor in writing that the matter will be submitted to Step Two for resolution.

Step One: Group Grievance:

A group grievance (filed by two or more employees or the Association on behalf of the group) will be filed in writing with the employees immediate supervisor (Principal, if grievants work in same building or their Supervisor, if grievants are specialists in the same program)

If the group grievance consists of grievants who work in different buildings, levels, and/or work in different specialist positions, the written grievance will move directly to Step Two of the Grievance process and be filed with Human Resources.

- 2. Step Two: Formal Meeting with Human Resources

- a. If the grievant is not satisfied with the disposition of the informal meeting with the supervisor, the grievant may file a written grievance with Human Resources within five (5) days following the Step One discussion. This complaint shall set forth all the grounds upon which the complaint is based and the reasons why the grievant considered the decision rendered to be unacceptable. This shall include the Contract Article(s) the Grievant believes has been violated.
- b. In the case of group grievances, or where the parties opt to have a meeting, within five (5) days of Human Resources receiving the written complaint, a representative from Human Resources will schedule the time and place of a meeting at a mutually agreed upon time. It is understood that if there are scheduling difficulties that both parties will work together to find an acceptable time and the initial attempt at scheduling will occur within five (5) days of receiving the written complaint unless otherwise agreed.
- c. Human Resources shall communicate the decision in writing to the grievant and

the Association within five (5) days of receipt of the written Step Two grievance, or within five (5) days of the formal meeting, whichever comes later.

- d. Within five (5) days of receipt of the decision rendered by Human Resources, or if no decision has been rendered within five (5) days after the grievance was delivered to Human Resources, or the meeting was held, whichever comes later, the grievant may amend the grievance and appeal in writing to the Superintendent.

3. Step Three: Appeal to the Superintendent

- a. The Superintendent or designee will meet with the grievant and/or Association Representative to discuss the resolution of the grievance within ten (10) days after receiving it. The Superintendent or designee must provide grievant and the Association written notice of the time and place of the appeal at least five (5) days prior to the appeal. If a designee is used, that person shall not be the same person used in previous steps of the grievance process.
- b. Attendance at this appeal shall be limited to the grievant(s) and their representatives. Parties may elect to call witnesses who shall appear individually at the appeal.
- c. Within ten (10) days of the appeal, the Superintendent shall communicate to the parties a written decision, which shall include all supporting reasons known by the Superintendent at the time of making the decisions.

4. Step Four: Arbitration

- a. If the grievant is not satisfied with the disposition of the grievance at Step Three, they shall submit the grievance to arbitration within twenty (20) days of the written decision. If no decision has been rendered or no meeting occurred within the time limits of the previous step, the Association may submit the grievance for arbitration in writing to the District within **thirty (30)** days.
- b. The arbitration will be conducted in accordance with the Voluntary Labor Arbitration "Rules of the American Arbitration Association" in effect at the time (hereinafter referred to as the "AAA Rules").
- c. Within ten (10) days after the written notice of submission to arbitration, the Superintendent or designee and the Association will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the 10-day period, the Association shall make a request for a list of seven (7) Oregon or Washington arbitrators to the Employment Relations Board. The Parties shall flip a coin to determine which party strikes first, and then those names shall be alternately stricken until an arbitrator is chosen.
- d. The arbitrator so selected will confer with the representatives of the District and the Association and hold hearings promptly and will issue the decision not later than thirty (30) days from the date of the close of the hearing or, if oral hearings have been waived, then from the date the final statements and proofs are submitted. The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator will be submitted to the District and the Association and will be final and binding upon the parties.
- e. The power of the arbitrator shall be limited to interpreting this Agreement and determining if the disputed article or portion thereof has been violated. The arbitrator shall have no authority to alter, modify, vacate, or amend any terms of this Agreement or to act upon any matter or condition not contained in this Agreement.
- f. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel subsistence expenses and the cost of the hearing room shall be borne by the losing party as declared by the Arbitrator. Any other expense incurred shall be paid by the party incurring same.

- g. The Association, for itself and for its bargaining unit members, agrees there will be no strike, work stoppage, slowdown, picketing, or observance of a picket line over issues that are or may be processed as grievances. Violation of this paragraph will be grounds for disciplinary action, including, but not limited to, discharge without discourse to the grievance procedure.
- h. The names of any witnesses who are proposed to be used during direct examination in arbitration must be made known to the other party seventy-two (72) hours prior to the first arbitration session. This shall exclude rebuttal witnesses.

Article 8 Layoff and Recall

A. Definitions

1. Seniority: Seniority shall be defined as the bargaining unit member's total length of continuous service in the District as a TSPC and/or non-TSPC licensed employee. Seniority will be computed and accrue from the bargaining unit member's first day of actual service in a bargaining unit position and shall continue to accrue during approved leaves of absence. In case two or more employees have the same date of employment with this District, the tie will be resolved by drawing lots. The District and the Association will draw lots within a week of identifying a need to establish seniority. Exceptions to the described calculation of seniority will be by agreement between the District and bargaining unit on a case-by-case basis.
2. Teachers: All licensed employees in the District who have direct responsibility for instruction or coordination of educational programs and who are compensated for their services from public funds. ~~Teachers as defined in ORS 342.120 shall also be subject to a cultural and linguistic expertise assessment in accordance with ORS 342.934. MOVED TO SECTION B.3.~~
3. Competence: ~~Shall be defined as those employees determined through the evaluation process to be both deficient in ability to teach a subject or grade level, or provide services based on recent teaching experience, and who have failed to demonstrate satisfactory improvement in accordance with the Evaluation Procedure's criteria for Program of Assistance for Improvement~~ Is the ability of a teacher to teach a subject or grade level based on consideration of their teaching experience within the last five (5) years related to the subject and grade level, educational attainments which may not be based solely on being licensed to teach, or the teachers willingness to undergo additional training or pursue additional education.
4. Unit: A unit description for layoff purposes only shall be District-wide as follows:
 - a. A grade level: Elementary K-5, secondary 6-8, or 9-12, or K-12.
 - b. Specific license or job classification within the levels as required for the position.
5. Layoff: Layoff will occur when the number of employees in a unit, less the number of resignations and retirements, exceeds the number of positions approved by the District for that unit.

B. Layoff Notice

Before making any layoff decisions, the District shall make every reasonable effort to:

- ~~a-1.~~ 1. Transfer teachers of eliminated or adjusted classes to other teaching positions for which the teachers are licensed and qualified.
- ~~b-2.~~ 2. Combine teaching positions in a manner that allows teachers to remain qualified so long as the combined positions meet the curriculum needs of the School District and the competence consideration.
- ~~c-3.~~ 3. Maintain the proportion of teachers with cultural or linguistic expertise compared to teachers without cultural or linguistic expertise. Teachers as defined in ORS 342.120 shall also be subject to a cultural and linguistic expertise assessment in accordance with ORS 342.934.

After completing steps outlined in Sections B.a1, B.b2., and B.c3. above in this Article, should a layoff still be deemed necessary the District will notify the Association as soon as the need for such a reduction is determined by Board resolution. Such notice will be in writing and will include the specific positions to be affected, the proposed time schedule, and the reasons for the proposed action. Such reasons within the law shall not be grievable. Upon request, and prior to the layoff, the District will discuss and receive input regarding the layoff from the Association.

C. Seniority List to Association

Following adoption of a Board resolution determining a need for layoff, the Superintendent or designee will provide the Association with a list showing the seniority, as defined in this Article, of each bargaining unit member.

D. Order of Retention

1. If the District determines that a layoff is necessary, then it will determine the employees to be retained in the following order:
 - a. Whether the employee(s) to be retained hold the proper license to fill the remaining position(s).
 - b. If required per statute, whether the employee(s) to be retained have cultural or linguistic expertise as defined in ORS 342.934(1)(b).
 - c. The seniority of the employee(s) to be retained, and
 - d. The competence of an employee being retained if the Board desires to lay off another employee with greater seniority.

E. Order of Layoff

1. Retired employees, who are ~~contracting-out their services to~~ **employed in a licensed position** **with** the District, will have no rights under Article 8, **unless state law affords them rights**, and will be terminated **from their position** first should a reduction in staff be necessary, unless no current bargaining unit members possess the correct licensure. In accordance with the layoff process described below: after positions filled with contracted-back retirees have been vacated, temporary unit members will be laid off first, unit members that don't have full licensure as described below second, and then those in accordance with Article 8.D.1. last.
2. Employees who do not have full licensure as defined by Teacher Standards and Practices Commission, (for example, Emergency or Restricted licensure) will be laid off first should a reduction in staff be necessary unless no bargaining unit members possess the correct licensure.
3. After E. above, layoff shall be accomplished by notifying in writing the employees to be laid off. The notice shall state that the action constitutes a non-personal layoff from employment. It shall state the effective date of such layoff, describe the bargaining unit member's fringe benefits which may exist during a time following the layoff, and shall guarantee that upon recall as outlined below, the bargaining unit member shall be restored to all benefits, privileges, and status of the contract then in effect between the District and the Association.

F. Layoff Pool

Persons notified in Section B and D above will be placed in a layoff pool which shall exist throughout the period of recall as defined below. Those persons in the layoff pool may replace a bargaining unit member in any unit at the time of placement in the pool within the District who has less seniority, provided at the time of entry into the pool they are qualified by their license to hold such position. There can be no combining a position for which the employee is qualified with a position for which the employee is not qualified. Persons replaced as a result of this layoff pool shall be notified as provided in Section D above and shall have rights as granted herein.

G. Recall Procedure

1. If within twenty-seven (27) months of layoff, a vacancy or vacancies occur within the District, laid off employees shall be recalled in the inverse order of layoff to fill such vacancies for which they are qualified.
2. At the time of layoff, the District shall provide the laid-off bargaining unit members the opportunity to express in writing their desire to return to the District. The bargaining unit member will provide the District with the address to which recall notices should be sent at the time of layoff. In the event of a recall, the District shall notify a bargaining unit member who has expressed a desire to return to the District of the recall by certified return receipt letter sent to the last address given by the bargaining unit member to the District Office. The bargaining unit member shall have sixteen (16) calendar days from the receipt of such notice or thirty (30) calendar days from the date of mailing of such notice, whichever is earlier, to notify the District of intent to return. The bargaining unit member must thereafter report on the starting date specified by the District, providing that this will not be less than twenty-one (21) calendar days from the date the notice of recall was received or lose all recall rights. In the event the employee has accepted a teaching position in another district, they shall have sixty-seven (67) calendar days to report to work.
3. All benefits to which an employee was entitled at the time of layoff, including unused accumulated sick leave, will be restored to the employee upon the employee's return to active

employment, and the employee will be placed on the proper step of the salary schedule. An employee will not receive increment credit for the time spent on layoff unless the employee was employed by an accredited school district as a licensed employee for a period of time equal to a majority of the District's work-year nor will such time count toward the fulfillment of time requirements for acquiring contract status. Employee benefits do not accrue during the time of layoff.

4. Employees covered by this Article will have the option to continue insurance programs at their own expense subject to the approval of the insurance carrier and in accordance with the law.
5. Employees covered by this Article will be given consideration for substitute work for which they are qualified; substitute work will not affect recall rights.

H. Appeal

Any "appeal" from the Board's decision on layoff or recall pursuant to this Article shall be by means of a grievance filed pursuant to the Article on Grievance Procedure. The decision of the arbitrator will be final and binding on all interested parties as long as the arbitrator's decision is within his/her jurisdiction. The arbitrator's jurisdiction is further restricted as follows: The arbitrator is authorized to reverse the layoff or recall decision made by the District only if the District:

1. Exceeded its jurisdiction;
2. Failed to follow the procedure applicable to the matter before it;
3. Made a finding or order not supported by substantial evidence in the whole records; or
4. Improperly construed the applicable law.

I. District Wide Closure

In the case of a District-wide closure for budgetary reasons, those bargaining unit members released will be offered the opportunity to return to their previous positions, if they still exist, when schools reopen. Bargaining unit members whose positions have been eliminated due to budgetary/program changes relative to school closure will be subject to the layoff and recall procedures specified above.

Article 9 School Calendar and Work Year

A. School Calendar

1. The District shall set the annual school calendar. It shall show the days of required attendance, all scheduled holidays, and the starting and completion dates for the school year. It may exceed the Oregon Board of Education's Standards. The week of in-service (this does not refer to pre in-service for new bargaining unit members) shall start no earlier than two (2) Mondays before Labor Day, unless ODE regulations require an earlier date.
2. The Superintendent, or designee, will consult with the Association President, or their designee, before presenting the calendar to the District for adoption. At its request, the Association will be allowed to express its opinion to the District regarding the school calendar prior to the District's adoption of the school calendar. Once the calendar adopted by the MSD Board of Directors, the end date shall not change unless mutually agreed to by both Parties. It is understood that the published calendar is provided so that employees can plan accordingly.
3. It is understood that the District Board is not precluded from revising the calendar in the event of a situation which may require calendar change or extension. In the event of a situation which requires closing one (1) or more schools, the school year may be altered or extended to compensate for the number of days lost, at the discretion of the District, with no additional pay in excess of the bargaining unit member's yearly contracted salary. The Superintendent, or his/her designee, will consult with the Association President, or his/her designee, before re-scheduling any canceled days. At its request, the Association will be allowed to express its opinion to the Board prior to re-scheduling canceled days.

B. School Work Year

1. The schoolwork year and base contract for bargaining unit members shall be within the confines of the school calendar and shall be one hundred ninety (190) days, including not more than one hundred seventy-seven (177) days when pupils are in attendance. Days may be added to the District calendar at a per diem rate. The District will assure the agreed COLA in Article 11.A. for the selected year is added prior to adding the days. It is agreed that if the contract expires the status quo for the calendar will remain one hundred ninety (190) days, unless a separate Memorandum of Agreement exists. All licensed special education staff will have two extended contact days, the day before and the day after teacher contract days, to complete case management duties.
2. The one hundred ninety (190) contract days will include the following seven (7) paid holidays: Labor Day; Veteran's Day; Thanksgiving Day; Christmas Day; New Year's Day; Martin Luther King, Jr. Day; and Memorial Day.
3. The normal employee work week is forty (40) hours including a daily duty-free lunch period of at least thirty (30) minutes. It is expected that licensed staff shall be present at school to fulfill the necessary professional obligations each day, including student conferences, preparations for classes, curriculum improvement, staff and in-service meetings, parent conference, Section 504/IEP meetings, and related items. The Principal and bargaining unit members shall cooperatively determine working hours to accomplish these items. However, the parties recognize the desirability of flexible scheduling, and it is their intent to continue reasonable flexibility in the workday and the work week within the forty-hour-per-week time frame. Bargaining unit members who are requested by the District to work beyond forty (40) hours in any week shall be given compensatory time off for minutes worked in accordance with Article 11.J (Compensatory Time).
4. The District shall provide one (1) full day at the end of each term for grading and prep. No in-service activities will be scheduled by the District for that day. In addition, the District shall provide one half (½) day for grading/planning at each mid-quarter. Every effort shall be made to schedule these on Mondays, Fridays, or directly following a Monday holiday.
5. The District will provide not less than two (2) full uninterrupted in-service days for preparation and member-directed activities, inclusive of one (1) half day (3.75 hours) designated for District mandated training (currently Vector and ALICE). These days may not be consecutive. These days will occur prior to the beginning of the school year for bargaining unit members

to work in their classrooms. Members will have until October 30th to complete said Vector/ALICE training, unless the law requires otherwise.

Any additional training, **beyond the 3.75 hours**, shall have specific time provided compliant with this Agreement or shall be time-sheeted.

C. Attendance

Bargaining unit member attendance shall not be required whenever student attendance is not required due to inclement weather or other emergency. The District retains the right to reschedule days lost to inclement weather or school closures if student contact time falls below the state required minutes. Days restored will be in kind with days lost (e.g. student contact day for student contact day). **If the District changes bus routes due to inclement weather, employees who are missing student contact time will arrange coverage and utilize personal or dock time.**

D. Parent Teacher Conferences

1. The District may flex one parent/teacher conference day to create an 11:00 a.m. – 7:00 p.m. schedule each school year to accommodate parents.
2. If the conference day exceeds 8 hours in length, or is a split schedule, the day will count as an “after-hours” event as noted in the contract. (For example: schools may not schedule 8:00 a.m. – noon and then return to work from 4:00 p.m. – 8:00 p.m).
3. Parent/teacher conferences held during the evening shall not count as evening events as described in Article 12 Section B.2. Uncompensated After-Hours Professional Responsibilities, as long as it is scheduled within eight (8) hours.
4. Teachers will be responsible for creating a conference schedule within the parameters of this language. Teachers will have discretion over the scheduling of parents for conferences within the guidelines established by the District. Bargaining unit members have discretion for the scheduling of their lunch and breaks, as well as the ability to flex their schedule so they can attend their own student’s conferences, so long as they have communicated these changes to the principal and the teacher can provide enough slots to accommodate parent requests.
5. Conferences that happen outside the two (2) days outlined above due to the lack of parent availability or class size shall be compensated at the employee’s hourly rate and shall be communicated to the principal so long as it was not caused by the flexing of the schedule described in Article 9.D.4. **Only conferences occurring outside the teacher's regular contract day are eligible for additional compensation under this section.**

Article 18 Joint Committees

Committees will meet at least once annually unless otherwise specified or agreed to by the parties.

A. Educational Support Time Committee

The labor-management committee(s) recommending hours of educational support time will consist of up to three (3) Association representatives and up to three (3) District representatives.

1. The committee will establish formula(s) for meeting the needs of classroom bargaining unit members and students. The formulas will consider Talented and Gifted, English Language Learners, special education/learning disabled, site-based, non-intact students (students who were not enrolled the previous school year at the current school - these students are eligible only first quarter), behavior-challenged students, and chronic non-attending students within its criteria.
2. As grants are made available to reduce class size, priority shall be given to grades K-5 and to classrooms where there are large numbers of students who have an IEP or are English Language Learners.
3. The committee will select appropriate dates for determining the application of the formula(s). The first allocation of educational support time will be assigned by day fifteen (15) of the school year and occur again every four (4) to six (6) weeks.
4. The committee will communicate the formula(s) and educational support time determination to all elementary bargaining unit members and Principals at the beginning of the year and at the subsequent times the criteria are applied with the formula(s). The Educational Assistant Allocation Procedure is referenced in Appendix E.
5. Every school should get educational support time even if not qualified under the established criteria; in the unusual situation of no classroom meeting the criteria, at least one (1) bargaining unit member will receive support time based on the highest number of special needs within the criteria. Another way for a school to qualify could be a school with the highest average class size in the elementary schools. Title I and non-Title I schools will receive identical considerations for support time.
6. The educational support time will be allocated first to combination classes and then to classroom bargaining unit members in descending order of the number of students with special needs.
7. Principals will work with staff to develop educational support time schedules to support the bargaining unit members. It is permissible for bargaining unit members to share their allocation of educational support time with other bargaining unit members. Bargaining unit members who are willing to do this should let the Principal know so this can be accounted for in the scheduling process. Principals may not coerce bargaining unit members in how bargaining unit members share or not share the educational support time. Bargaining unit members may request educational support time to be scheduled before or after the time students are in class.

~~B. Insurance Advisory Committee~~

- ~~1. The District Insurance Committee membership will consist of not less than three (3) members from each of the following employee groups: licensed, classified, administrative and confidential. Additional members will be selected by their respective groups at a ratio of one (1) representative per every one hundred and fifty (150) members who are covered by the District insurance plan. The Committee chairs' responsibilities will rotate among the representatives of the employee groups. The Insurance Committee will make a recommendation to the Board. If necessary, minority opinions will be included in that recommendation.~~
- ~~1. The Committee will meet at least once per calendar quarter during the school year and then at any other time of their choosing to review operation of the Health Insurance Fund account. The Insurance Committee will set the calendar for the upcoming school year at their last quarterly meeting.~~
- ~~2. The District will provide the District Insurance Committee and the Association president a~~

~~monthly accounting of the activity of the Health Insurance Fund account. The monthly report will include the total number of claims and the dollar amount, the total amount for~~

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~~prescriptions, the amount of the five (5) largest claims, the names of the ten (10) largest prescriptions filled and any other information the Committee deems necessary.~~

- ~~3. The District Insurance Committee will regularly review the fund balance of the Health Insurance Fund account and will recommend to the Board how to handle any surpluses or deficits in the fund. Each committee member will provide input on the committee.~~
- ~~4. Prior to changing the insurance program, the District shall allow the Insurance Committee an opportunity to review and compare benefits and costs and forward a recommendation to the Superintendent.~~

C.B. Extra Compensation Committee

1. The amount of compensation for extra-curricular and responsibility compensation positions shall be negotiated between the Association's bargaining team and the District's bargaining team.
2. Without waiver of the provisions of Article 2.B., adjustments in the compensation allocated to a given position, other than those assigned for extended time, can be sought by a bargaining unit member or by the administration by filing an appeal with the Extra Compensation Committee.
3. The Extra Compensation Committee shall be established annually by October 1st. The Superintendent shall appoint three (3) "District" members to the committee, and the Association President shall appoint three (3) "Association" members to the committee. To provide continuity, two (2) members from each team shall be selected from the previous year's committee, if possible. The committee shall hear all appeals and make recommendation to the Superintendent and Association for adjustment on the schedule. A response from the District will be provided to the employee within forty-five (45) calendar days after the appeal is heard.
4. Any changes to a job description that involves extra compensation must be submitted to the committee for evaluation of any adjustments in the compensation necessitated by the changed job description before implementation.

D.C. Evaluation Committee

1. The teacher evaluation process may be reviewed annually when initiated by either party. An Evaluation Committee will be formed consisting of equal number of administrator and Association member representatives. The minimum number of representatives from a group is three (3). Each group will have a chairperson who will serve as co-chair and alternate the chairing of the committee.
2. The committee will be charged with the review of the total evaluation process. Each member will have a vote in any suggested changes to the process. All suggested recommendations for change will go to the school board and Association with the vote tally. The school board will accept the recommendation or redirect the committee.

E.D. Labor Relations Committee

1. The Superintendent and the MEA President may each bring up to four (4) representatives to meet during the school year as a means of establishing ongoing communications and sharing of mutual concerns and interests.
2. The Superintendent and the MEA president or their designees shall establish a meeting schedule on an annual basis. Meetings may be monthly or quarterly dependent upon mutual agreement between the Superintendent and MEA president or their designees. Meetings may be canceled by mutual agreement.
3. Scheduled meetings will be for the purpose of discussing ongoing labor-management issues, reviewing the contract, and recommending to the District and the Association solutions, or interventions necessary to continue the collaborative efforts by both parties. It is expressly understood by the parties that the committee shall have no authority to negotiate terms and conditions of employment or modify or amend any provision of this Agreement, nor shall it

have authority to adjust grievances unless both parties agree to do so at that time.

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F.E. School Site Councils

1. School Site Councils established by the District shall adhere to state laws, school board policies (IFCA, IFCA-R), and the collective bargaining agreement. Participation on the committee shall be voluntary and shall not be used as an evaluative criterion.
2. The District will provide support to 21st Century School Site Councils within budgetary limitations through release time, scheduling adjustments, use of duty periods for council assignments or extra compensation, whichever is appropriate. The District will also provide appropriate staff in-service.
3. School Site Councils which do not have duty periods to hold meetings shall have substitutes available for the equivalent of four (4) one-half (1/2) days per year for council business. Additionally, there will be three (3) District-wide student early release days per year for all staff to work on schools' councils' business. The dates for early release shall be established by the District. When available, grant monies will be used to provide further time and resources for schools' councils' business.

