

AGREEMENT

This Agreement is made and entered into on this 25th day of January, 2010 by and between the Board of Education of Otsego Public Schools, Otsego, Michigan, (hereinafter referred to as the "Board") and the Otsego Education Association, (hereinafter referred to as the "Association"). It supersedes and cancels all previous agreements, verbal or written, or based on alleged practices, between the parties which are in conflict with the express terms of this Agreement. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE 1 **RECOGNITION**

- A. The Board hereby recognizes the Otsego Education Association as the exclusive bargaining representative, as defined in Section 11 of the Michigan Public Employment Relations Act, MCL 423.211, as amended, for all fully certified teaching personnel under individual contract with Otsego Public Schools as teaching personnel, but excluding teachers employed exclusively as substitute and/or evening and summer school teachers, nurses, teacher aides, social workers, school psychologists and further excluding all personnel having administrative or supervisory duties, and all other employees. The term "teacher" when used hereinafter in this Agreement shall refer to any employee represented by the Association. The term "Board" shall include its officers and agents. A teacher will be considered a probationary teacher only after their criminal record check has been cleared by the State.

The Association represents the probationary teacher in matters of wages, hours and working conditions. The Board reserves the right to assign or to reassign the probationary teacher as well as to evaluate or discipline him/her at its discretion. Whether to re-employ a probationary teacher or to place them on a second, third or fourth year of probation is a Board prerogative.

- B. The Board agrees not to negotiate with any organization other than that designated as the representative pursuant to the Michigan Public Employment Relations Act, MCL 423.201 et seq., as amended, for the duration of this Agreement.
- C. The Board and Association mutually recognize the right of an individual teacher to join or to refrain from joining any teacher organization without fear of harassment from the Board, Association, or individuals represented by these parties.
- D. The Board agrees to deduct from the salaries of teachers regular membership dues for the Otsego Education Association (OEA), the Michigan Education Association (MEA), and the National Education Association (NEA), when voluntarily authorized in writing by each teacher desirous of having his/her dues deducted.

Individual authorization forms shall be furnished by the Association and, when executed, filed by it with the school Business Office. Authorizations filed with the Business Office on or before the first Wednesday after Labor Day, shall become effective with the second paycheck of the school year. Dues for any or all of the above organizations shall be deducted together, as one deduction in ten (10) equal installments from the second check on each calendar month, September through June. Such authorization shall continue in effect unless on or before the Wednesday after Labor Day of any year, such authorization is formally revoked or changed by the teacher in writing and copies thereof are delivered to the Association and the Business Office.

The Association shall, on or before the first Wednesday after Labor Day, give written notification to the Business Office of its dues and those of the MEA and NEA which are to be deducted in that school year under such authorizations. The amount of the deductions for these dues shall not be subject to change during the school year.

Dues deducted shall be sent to the Treasurer of the Association promptly. The Association shall be responsible for disbursement of MEA and NEA dues paid to it to the treasurers of those organizations.

The right to refund to teachers monies deducted from their salaries under such authorizations shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of any dues deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction, and agrees to indemnify and hold harmless the Board for all sums improperly deducted and/or remitted to it.

- E. The President of the Association or his/her appointed representative will meet with the Superintendent, as the President or the Superintendent deems desirable, to discuss matters of mutual concern along with any topics relating to the school system that either would like to discuss.
- F. All teachers except those employed prior to ratification of the 1977-78 Master Contract, as a condition of continued employment shall either:
 - 1. Sign and deliver to the Board an assignment authorizing deduction of membership dues of the Association (including the National and Michigan Education Associations) and such authorization shall continue in effect from year to year unless revoked in writing between the months of June to September.
 - 2. Cause to be paid to the Association the legally appropriate representation fee determined through the procedures of the Association. In the event the representation fee shall not be paid, the Board upon receiving a written and signed complaint from the Association indicating the teacher has failed to comply with this condition and after implementing the procedures set forth in this Section, the Board shall withhold the amount of the representation fee as certified by the Association.

A teacher shall authorize payroll deduction of the representation fee or make payment to the Association. The representation fee to the Association shall be established in compliance with all applicable legal requirements and shall not exceed the amount of dues and fees uniformly required of the members of the Association, including local, state and national dues. In the event that the teacher shall not pay such representation fee directly to the Association, or authorize payment through payroll deduction, the Board shall, pursuant to statutory authority for deduction made under the terms of a collective bargaining agreement, and at the written request of the Association, deduct the representative fee from the teacher's wages and remit same to the Association. The Association will certify at least annually to the Board and at least fifteen (15) days prior to the date of the first payroll deduction for the representation fees, the amount of the representation fee to be deducted. The Association, in all cases of representation fee deduction, shall notify the teacher, in writing, of noncompliance and an opportunity for a hearing before the Board. The hearing before the Board shall be limited to the question of whether or not the fee has been paid or authorized for deduction prior to requesting the deduction. Payroll deductions made pursuant to this provision, shall be made in equal installments from the remaining paychecks of the teacher for the applicable year.

The Association agrees to indemnify and hold harmless the Board, including each individual school Board member and its employees and agents, against any and all claims, demands, costs, suits, damages, awards, judgments or other forms of liability and expense including but not limited to back pay and all court or administration agency costs that may arise out of or by reason of any decision, action or legal stance taken by the Board for the purpose of complying with the obligations of this section. The Association agrees and pledges that it will not contest the enforceability of this provision or seek to be excused from the commitment of this provision and that it will intervene in and defend against any legal action against the Board and/or the Association seeking to have this provision voided to any extent, when requested by the Board. The Board agrees and pledges to cooperate with the Association and its legal counsel in the process of any litigation under this provision in securing and given evidence and information and obtaining witnesses. The Association shall not enter into any settlement, compromise or agreement with any party that imposes any obligation, financial or otherwise, or constitutes any admission of error or wrongdoing of any kind without the written consent of the Board. Subject to the terms of this provision in all respects, the Association shall have the authority to compromise and settle any claims which it defends under this section, provided the Board does not incur any expense or responsibility thereby and no obligation is imposed upon the Board by the terms of any such compromise or settlement. At no time shall the Board be required to expend any funds to any person or entity by reason of its compliance with the terms of this section or the terms of any settlement agreement, court order or judgment.

ARTICLE 2
TEACHER AND ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. The teacher is reserved the right to communicate all complaints to the appropriate administrator at such time as they shall occur. It is the intent of the parties to encourage such dialogue outside the scope of the grievance procedure as set forth in this contract. The failure to reach a mutually satisfactory adjustment through this process of communication shall not itself be subject to the grievance procedure. However, the subject matter of the complaint or dispute may be processed as a grievance provided that the requirements of Article V of this Agreement are satisfied. Nothing in this section shall extend the time limit during which grievances must be filed.
- B. Each teacher shall have the right upon request to review the contents of his personnel file. A representative of the Association may, at the request of the teacher, accompany the teacher in this review. The review shall be made in the presence of the administrator responsible for the safekeeping of these files and shall take place in the office of that administrator.
- C. A teacher may have a representative of the Association present during an investigatory interview which may result in discipline of the teacher and when he/she is being disciplined or formally (in writing) reprimanded.

In case discipline or formal reprimand is to take place, the teacher shall receive at least a half-day notice. It is the responsibility of the Association to provide representation if the teacher requests it of them. The Association representative will be given release time to attend the meeting. Whenever possible, the meeting will be held at the conclusion of the student day.

In cases where the offense is of such nature that immediate suspension is necessary, the employer agrees to meet with the employee and the Association representative within two (2) school days of suspension, provided request for such meeting is made by the Association within one (1) school day of the suspension.

A tenured teacher shall not be disciplined by a reprimand or by a suspension without pay for three (3) work days or less, without just cause. Discipline of a tenured teacher by suspension without pay for more than three (3) work days, including discharge, shall be subject only to the procedures specified by the Michigan Teacher Tenure Act, MCL 38.71 *et seq.* Adverse evaluations shall not be considered discipline or formal reprimand.

- D. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, and shall discharge their duties and responsibilities to said students and property according to the Michigan School Laws.
- E. When pertinent for negotiation purposes, the Board will provide at the request of the Association, available information concerning the budget, which has been submitted to and approved by the Board at a regular meeting or to another governmental agency, and factual information concerning the financial resources of the school district.

- F. When pertinent for the processing of grievances the Board will provide, at the request of the Association, such information as will be necessary for the Association to process these grievances with the exception of confidential files.
- G. To obtain the information as outlined in "E" and "F" above, the Association will be required to specify the information desired, and to give the purpose for which it is desired.
- H. The Association shall have the right to use school classrooms and cafeterias without charge for professional meetings during those times when the building is regularly covered by the custodial staff. Room clearance shall be made with the building principal involved and such meeting shall not interfere with regularly scheduled school activities or teacher responsibilities. Any extra maintenance or service costs incurred by such meetings will be paid by the Association.
- I. Bulletin boards in rooms used as faculty rooms or lounges may be used in such ways as to avoid student involvement in organizational affairs and subject to the control of the building principal.
- J. Email or teacher mailboxes may be used in the respective buildings for Association correspondence.
- K. The Association shall have use of all equipment in teachers' lounges and or the high school commercial room, providing equipment is not used during the school day for such purposes and is not removed from the room in which it is normally located. The Association agrees to reimburse the Board for any damage of equipment incurred through such use.
- L. The Association agrees to pay the school cost for all materials used for its purpose.
- M. Teachers are expected to dress appropriately as members of the teaching profession.
- N. Leaves of absence with pay not to exceed a cumulative total of six days may be given the Association upon application, to participate in MEA sponsored activities. Application must be made with the administration at least one week in advance of the anticipated absence except in cases of emergency.

ARTICLE 3
RIGHTS OF THE BOARD

The Board on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of the school system and its properties and facilities;
- B. To hire all employees and subject to the provisions of the law, to determine their qualifications, and the conditions for their continued employment or their dismissal or demotion; and to promote and transfer all such employees;
- C. To establish grades and courses of instruction, including special programs, and to provide athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
- D. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.
- E. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers. 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 specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of educational policy, the operation of the schools and the direction of the professional staff are vested exclusively in the Board or in the Superintendent when so delegated by the Board.

ARTICLE 4
PROFESSIONAL NEGOTIATIONS

- A. This Agreement incorporates the entire understanding of the Board and Association on all issues which were or could have been the subject of negotiation. During the term of this Agreement neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

- B. During negotiations the Board and the Association will present relevant data, exchange points of view and make proposals and counter proposals. As of the time such information is made available to the Board, the Board will provide the Association with documents relating to budgeting proposals, requirements and allocations which are presented to and approved at any regular meeting of the full Board or to any other governmental body as requested. The Board will make available to the Association for inspection all pertinent records of the Otsego school system at the written request of the Association which request shall specify the records desired. Such records will be made available in the office of the Superintendent of Schools by the Superintendent or by his designated representative and will not be removed from that office.

- C. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties. Any clause in this Agreement may be reopened for negotiation upon mutual consent of both parties. A request for such negotiation if initiated by the Association shall be in writing to the Board, c/o the Superintendent of Schools. A request by the Board shall be in writing to the Association c/o the then-elected president of the Association. Either party shall reply to such request in writing within thirty (30) days of the date such a request is received by the agent indicated above. Nothing herein obligates either party to agree to reopen negotiations during the period of this Agreement.

- D. The Association agrees that during the term of this Agreement, it will not direct, instigate, participate in, encourage, or support any strike against the Board by any teacher or group of teachers.

- E. Every effort will be made to avoid the involvement of students in all phases of the negotiating process.

ARTICLE 5
GRIEVANCE PROCEDURE

- A. A grievance shall be an alleged violation of the expressed terms of this Contract.
- B. The Association shall designate a representative to handle grievances when requested by the grievant.
- C. The term "days" as used herein shall mean days in which school is in session except grievances filed near the end of the school year in which case "days" shall mean calendar days, excluding Saturdays, Sundays and holidays.
- D. The number of days indicated at each level may be waived by mutual written consent of the Board representative and the grievant.
- E. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
 - 1. The discharge or demotion of a tenured teacher. The statutory proceedings specified by the Michigan Teacher Tenure Act, MCL 38.71 et seq. shall govern the discharge or demotion of a tenured teacher exclusively and the discharge or demotion shall not be subject to grievance or arbitration under the grievance procedure.
 - 2. The discharge or non-renewal of a probationary teacher. The statutory proceedings specified by the Michigan Teacher Tenure Act, MCL 38.71 et seq. shall govern the discharge or non-renewal of a probationary teacher and the discharge or non-renewal of a probationary teacher shall not be subject to grievance or arbitration and the grievance procedure.
 - 3. The termination or nonrenewal of a teacher in any extra duty position.
 - 4. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law.
 - 5. Any matter involving the content of a teacher's evaluation.
- F. All grievance procedures and investigations by the Association will be processed during times which do not interfere with assigned duties.
- G. Any individual teacher at any time may present grievances to his/her employer and have the grievances adjusted without intervention of the Association representative, if the adjustment is not inconsistent with the terms of the Contract or Agreement then in effect and if the Association representative has not been denied the opportunity to be present in such adjustment.
- H. A grievance may be filed by the President of the Association when it is felt that an alleged violation has occurred that affects the Association. This type of grievance will begin at Level Two.

- I. Back pay adjustment where applicable will be limited to the date the grievance was filed in writing, and to the amount actually lost, with deduction of all sums earned during the back pay period. The Board will have no liability for any special compensation claims.
- J. The sole remedy available to any teacher for any alleged breach of this Agreement or any alleged violation of his/her rights hereunder will be pursuant to the grievance procedure; provided, however, that nothing contained herein will deprive any teacher of any legal right which he/she presently has, provided that if a teacher elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.
- K. In the course of investigation of any grievance, representatives of the Association will report to the principal of the building being visited and state the purpose of the visit immediately upon arrival.
- L. Every effort will be made to avoid the involvement of students in all phases of the grievance procedure.
- M. The written grievance shall be on a form prepared and supplied by the Board which will provide for the following:
 - 1. It shall be signed and dated by the grievant or grievants;
 - 2. It shall be specific;
 - 3. It shall contain a synopsis of the facts giving rise to the alleged violation;
 - 4. It shall be specific as to the Article, Section, or Sub-sections, of the contract alleged to have been violated;
 - 5. It shall contain the date of the alleged violation;
 - 6. It shall specify the relief requested.
- N. **Level One:**
 - 1. Once an alleged violation has occurred or ten (10) days from when the grievant should have become aware of the violation, an oral conversation with his/her supervisor must take place or grievant waives the right to file.
 - 2. If no resolution is made at that level, grievant has ten (10) days to file a written grievance to his/her supervisor or grievant waives the right to file.
 - 3. The principal will respond in writing within ten (10) days. If no written response is received from principal or if the response is unsatisfactory to the grievant, grievance advances to the next level.

O. **Level Two:**

A copy of the written grievance shall be filed with the Superintendent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association within ten (10) days following the principal's response or expiration of the time limit for the principal's response whichever is shorter. Within ten (10) days of receipt of the grievance, the Superintendent or his designated representative shall have arranged a meeting with the grievant and/or the designated Association representative at the option of the grievant to discuss the grievance. Within ten (10) days of the discussion the Superintendent or his designated representative shall render his decision in writing, transmitting a copy of the same to the grievant, the Association secretary, the building principal in which the grievance arose, and place a copy of same in a permanent file in the office of the Superintendent.

If no decision is rendered within ten (10) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant may appeal same to the Board of Education by filing a written grievance along with the decision of the Superintendent or his designated representative with the Superintendent within ten (10) days from receipt of the Superintendent's decision.

P. **Level Three:**

Upon proper application as specified in Level Two, the Board shall allow the teacher or his/her Association representative an opportunity to be heard at a meeting of the Board's Personnel Committee consisting of not more than three duly elected Board members. The Superintendent and/or their designee may be present at this meeting. The Board must schedule this meeting within 10 days of the request. The Board shall render its decision in writing within 30 days after the initial committee hearing.

Q. If a grievance remains unsettled after processing as per item "P" above, it may be submitted to arbitration by either the Board or the Association under the following conditions:

1. The matter to be arbitrated must concern the application or interpretation of this agreement, either as to the meaning of items or as to the rights of either party under these terms.
2. The party that chooses to submit any unsettled grievance to arbitration must notify the other party in writing within ten (10) school days of the conclusion of item "P" of the grievance procedure except that either party may request in writing an extension of time to notify. Such notification shall identify the grievance and the issue and shall state what part or parts of this contract is, or are involved. Any grievance not submitted to arbitration within the time herein provided shall be deemed withdrawn.
3. Within ten (10) school days after receipt of such written notice, provided for in paragraph two (2) above, the Board and the Association shall attempt to select a single arbitrator acceptable to both parties.

4. If an agreement on the selection of an arbitrator cannot be reached within ten (10) school days after such notice, then the party initiating the arbitration shall request the American Arbitration Association to furnish both parties with the names of potential arbitrators.

The arbitrators shall be selected according to procedures specified in the rules of the American Arbitration Association.

5. The arbitrator may interpret his agreement and apply it to the particular cases submitted to him; but he shall, however, have no authority to add to, subtract from, or in any way modify the terms of this agreement; nor shall he have any authority to limit or change any policies, practices or rules, except as they involve an application of this agreement; nor shall he have any authority to formulate or add any policies, practices or rules, except as they involve an application of this agreement; nor shall he have any authority to formulate or add any new policies or rules; nor substitute his discretion for the Board's discretion in cases where the Board is given discretion by this Agreement.
6. At the time of the arbitration hearing either party shall have the right to examine and cross-examine witnesses and to make a written record of the proceedings.
7. Claims for back wages by a teacher covered by this agreement or by the Association shall be limited to the date the grievance was filed in writing.
8. No claim for back wages shall exceed the amount of wages earned by the teacher covered by this agreement.
9. All costs incurred in connection with the preparation and presentation of each case shall be paid by the party incurring such costs. The expenses of each witness and the compensation of any witness for either party shall be paid by the party producing such witness.
10. The arbitrator's fees and expenses shall be borne equally between the Association and the Board.
11. No decision of an arbitrator or of the Board in one case shall create a basis for retroactive adjustment in any other case.
12. A case on which an arbitrator has been given authority to rule shall not be withdrawn except by mutual consent of the parties to this agreement.
13. The decision of the arbitrator shall be final and binding upon the Board, the Association and the teacher or teachers involved unless the arbitrator's decision is in conflict with the laws of the State of Michigan.

ARTICLE 6
TEACHING CONDITIONS

- A. The parties recognize that optimum school facilities for both student and teacher are desirable to ensure the high quality of education that is the goal of both the Board and the Association. 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 utilize to this end.

Because the pupil-teacher ratio is an important aspect of an effective educational program the Board agrees to continue its effort to keep class sizes at an acceptable and balanced number as dictated by the financial condition of the District, the building facilities available, and the best interests of the District as deemed administratively feasible.

The Board agrees to strive to follow the class size guidelines as outlined below (extenuating circumstances not withstanding):

Elementary Education	(K-2) and (3-5)	= 28 per classroom
Middle School	non-activity areas	= 28 per classroom
High School	non-activity areas	= 30 per classroom

When the class size exceeds these limits, the Board or the Board Representative shall discuss with the employee and the Association the situation, the composition of the class, the efforts being made to maintain class size limits and any possible solutions.

- B. The Board will continue its efforts to keep the schools reasonably and properly equipped, maintained and safe. All written requests for maintenance services will receive a written reply explaining the disposition of the request.

ARTICLE 7
TEACHING HOURS

- A. Middle School and High School teachers shall be in their assigned buildings, available for duty, twenty-five (25) minutes prior to the start of their school day, and shall be in their assigned buildings, available for duty, until twenty (20) minutes after their pupils have been dismissed for the day. It shall be the teacher's responsibility to advise the principal of his or her tardiness.

Elementary teachers shall be in their assigned buildings available for duty twenty (20) minutes prior to the start of their school day and shall also be in their assigned buildings, available for duty, until fifteen (15) minutes after their pupils have been dismissed for the day. It shall be the teacher's responsibility to advise the principal of his or her tardiness.

- B. Nothing herein shall prevent the administration from allowing a teacher to leave early in the event of an emergency or excusing a teacher's tardiness without penalty in the event of an emergency.
- C. All teachers will have a duty-free lunch period except in emergency situations of short duration or when problems connected with inclement weather arise.
- D. Elementary teachers, grades K-5, will have duty-free recess periods except in emergency situations of short duration or when problems connected with inclement weather arise.
- E. Attendance at professional staff meetings before or after school hours is mandatory for all teachers when such meetings are scheduled by the Board or Administration. Normally, these meetings will be held on a predetermined weekday to be established at the beginning of the school year. The district shall attempt to conduct special education meetings or hearings during the regular scheduled school day.

The Board and Administration, whenever possible, shall seek to limit meetings involving a total building faculty and extending beyond the normal school day to not more than two per month and not more than one hour in duration.

All teachers should serve on a committee working to improve the school program. The Board and Administration shall strive to make such committee assignments on a proportional basis among teachers. This shall not prevent a teacher from volunteering for a disproportional number of committees. The Board and Administration also recognize the need to keep the number of school improvement and similar committees at a reasonable number and will strive to do so.

- F. Scheduled days of student instruction which are not held 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 for which such rescheduling is required by the State for full State Aid and to ensure that the district will incur no loss of state aid.

Teachers will receive their regular pay for days that are canceled and shall not be required to report for work on such days but shall work on the rescheduled days with no additional compensation. Rescheduling shall be accomplished as specified in the calendars included within this agreement.

- G. If at any time during the term of this Agreement any additional hours or days of instruction are required by law as a requirement for receipt of full state aid by the school district, the Board and the Association shall engage in negotiations with respect to the manner by which the additional instructional hours and/or days required will be met and any implications for additional staffing and/or additional compensation related thereto.
- H. Each employee shall attend professional development outside of regular school hours as agreed upon in the school year calendar. Credit for the required hours may be earned by attending any scheduled classes in the teacher technology training lab. With prior written approval by the administration, credit may be earned by attending other professional development activities outside of regular school hours. Credit may also be earned by participation as a presenter in a preapproved training session for other staff members. Final authority for the granting of credit for non-technology hours remains with the Superintendent. An attendance log of this training will be kept by the Administration. Failure to comply will result in the employee's salary being reduced.

ARTICLE 8
TEACHING LOADS

- A. Normally, assignments shall be made within the areas of teacher competence, teaching certificate, and their major or minor fields of study, except temporarily and/or for good cause.
- B. The term "preparation period" shall be construed to include the use of this period for purposes associated with teaching responsibilities when deemed necessary in the judgment of the principal.
- C. The teaching assignment shall not exceed twenty-six (26) clock hours of instruction per week.

K-5 teachers shall have a planning period of a minimum of sixty (60) minutes, three (3) days a week with a total of three-hundred (300) minutes per week. No day shall have less than thirty (30) minutes.

Under the current schedule, middle school teachers will receive two planning periods, each equal to one teaching period. Due to the financial situation in the State of Michigan, alternative schedules must be reviewed at the secondary level to maintain reasonable class sizes and for possible cost reductions. Both the Middle School and High School will form committees to complete mutually agreed upon recommendations no later than March 1st. A member of the OEA negotiating team will be included on each committee. If changes are recommended, implementation will be targeted for the fall of the succeeding school year.

High school teachers shall have a planning period each equal to a teaching period five (5) days a week.

The administration shall strive to schedule all planning time during the student day. The employee shall be free of supervision of students during planning time.

- D. If a middle or senior high school teacher is assigned to teach a class during his/her preparation period on a full time basis, he/she will receive additional compensation on a prorated basis of his/her salary. If assigned on a daily substitute basis, he/she will be compensated in the amount of \$15.00 for each preparation period during which he/she teaches in the Middle School, and \$10.50 for each half preparation period during which he/she teaches in the High School. If an Elementary teacher is assigned to teach during his/her preparation period, he/she will be compensated at the rate of \$10.00 for each 30 minute block.
- E. Teachers of all grades are assigned to corridor supervision during student passing time between classes or as deemed necessary by the principal. Teachers assigned to corridor supervision during final exams shall normally be allowed to work at a desk at their station, when feasible.
- F. Normally, teachers of secondary grades (6-12) will not be assigned more than three different subject matter preparations without prior input from the teacher and the Association.
- G. Teachers, other than newly appointed teachers, will be notified of their tentative program for the coming school year as soon as practicable and under normal circumstances no later than June 1.

- H. Teachers shall be expected to assume reasonable duties normally associated with the teaching profession, when assigned, which are not part of the extra duty pay schedule. Procedures for assignments will be developed by a committee made up of two building administrators and two building OEA members. It is the intent of the O.E.A. that teachers shall continue to participate on a voluntary basis in regular student activities. However, teachers assigned to duties for fund raising activities shall be paid at the rate of \$20.00 per event.

ARTICLE 9
ASSIGNMENTS, VACANCIES AND TRANSFERS

A. Assignments

The Board and the Association recognize that in making assignments among the teachers within a building, changes in grade levels and/or subjects will sometimes be necessary and desirable in the best interests of pupils and teachers. While the right of assignment to grade levels within the building, as well as subject changes within the building, is vested solely within the Board of Education, the Board will not make any changes in a teacher's assignment without notification and prior discussion with the teacher whose assignment is to be changed. Every attempt will be made to do this in an appropriate time frame. When making assignments among the teaching staff within a building, the Board will consider the following criteria, which is not intended to be an all inclusive list:

- Highly Qualified Teacher criteria
- Experience at the grade level and/or subject area
- Course work relevant to the position
- Evaluation
- Seniority
- Other relevant factors

Notice of these assignments will be given to all teachers as soon as practical and under normal circumstances no later than the end of the semester preceding the effective date of the assignments. Attempts will be made to contact a teacher during a vacation or the summer break if it becomes necessary.

B. “Highly Qualified Teacher” Requirement:

All teachers shall meet the requirements applicable to them in the definition of a Highly Qualified Teacher under the provisions of the Elementary and Secondary Education Act (NCLB) and the State of Michigan Department of Education.

C. Transfers

The Board and the Association recognize that transfers between schools will sometimes be necessary and desirable in the best interests of pupils and teachers. A transfer is defined as a change or partial change in assignment between schools. (A partial change in building assignment from one building to two buildings constitutes a transfer. A change in a building assignment to a different building constitutes a transfer. However, a partial change in building assignment to a building to which the teacher is already partially assigned does not constitute a transfer.)

Normally, transfers should be done on a voluntary basis. However, should an involuntary transfer become necessary, an appropriately certified and qualified probationary teacher or appropriately certified and qualified tenured teacher with the lowest seniority, if there is no appropriately certified and qualified probationary teacher, will be the teacher involuntarily transferred. While the right of the determination to transfer a teacher is vested solely with the Board, the Board will not, in any case, involuntarily transfer a teacher between buildings without a prior discussion with the teacher to be involuntarily transferred and the Association upon request of the teacher. In making transfers, the Board will consider the following criteria, which is not intended to be an all inclusive list:

- Highly Qualified Teacher criteria
- Experience at the grade level and/or subject area
- Course work relevant to the position
- Evaluation
- Seniority
- Other Relevant Factors

D. Vacancies

A vacancy is defined as a position that is known to require the services of a teacher for sixty (60) or more consecutive work days after assignments within the building and any transfers have been determined, including any recall of teachers from layoff. If a vacancy occurs during the school year, the Administration can fill the vacancy on a temporary basis from the certified and qualified teachers on layoff, or if none are on layoff, from teachers certified and qualified for employment. Such positions will subsequently be posted as a vacancy at the end of that school year, if the position is to be continued for the next school year.

In filling a vacancy from within the bargaining unit, the Board will fill the position with the appropriately certified and qualified highest seniority tenured teacher who has applied for the position. In determining qualifications the Board will consider the following criteria which is not intended to be an all inclusive list:

- Highly Qualified Teacher criteria
- Experience at the grade level and/or subject area
- Course work relevant to the position
- Evaluation
- Seniority
- Other relevant factors

Otherwise, the Board may fill the position with an appropriately certified and qualified probationary teacher or new hire at its discretion.

E. Application for Reassignment, Transfer and/or Vacancy

It is not the intention of the Board to limit the ability of teachers to apply for positions for which they are certified and qualified. It is the desire of the Board at all times to provide our students with the best and most certified and qualified staff available. Any teacher may apply for any position that arises as a vacancy or an opening for reassignment or transfer during the annual assignment process. Application for the position should be in writing and addressed to the Superintendent of Schools. Applications will be considered should a position occur either during the school year or during the summer. Applications must be renewed by the teacher annually by March 31 for consideration of assignments or vacancies for the next school year.

F. Notice of Vacancies and Openings for Reassignment

Vacancies and openings for reassignment and transfer during the annual assignment process will be sent by email to all staff and published on the district website.

Additionally, teachers will be notified through administrative bulletin when a vacancy in the School District occurs. During the school year this bulletin will be placed in each building representative's mailbox and posted on the Association bulletin board. When school is not in session, vacancies will be posted on the Information Hotline and a notice will be sent to the Association President. Any teacher who is interested in receiving postings of vacancies during the summer should send a letter to the Superintendent prior to the end of the school year indicating such interest. The district shall then send postings to the employee via email or U.S. mail as requested. A teacher interested in any such position shall be expected to make application immediately or within seven (7) days of the date of distribution.

G. Administrative Vacancies

In filling vacancies in administrative positions, the Board shall consider the professional qualifications, background, attainments and other relevant factors including service in the School District, of all applicants from within the School District, as well as applications from outside of the School District. The parties recognize, however, that the filling of vacancies at the supervisory and administrative levels and the filling of newly created supervisory and administrative positions are a prerogative of the Board, and the decision of the Board with respect to such matters shall be final.

H. Return to Unit Position

If a teacher is promoted or assigned to a supervisory or administrative position and is subsequently returned to a position in the bargaining unit, upon return to the bargaining unit the teacher will be restored to the contract rights which the teacher would have achieved if the teacher had remained in the bargaining unit, provided the teacher has been continuously in the employment of the Board. There will be no gain in seniority while in an administrative position.

I. Shared Time Staffing

1. Teachers desiring to participate in the shared time staffing program shall submit their requests, either singly, or in pairs, by April 1 for the following school year. All proposals shall be acted upon by the end of the school year by the Superintendent and his/her designee.
2. Salary and fringe insurance shall be pro-rated to equal the percentage of the contract worked.
3. Employees for shared positions must agree to accept full-time employment in the event the other employee in the shared time position terminated employment.
4. The participating employees must agree to share the positions for the entire school year.
5. A leave of absence shall not be available by one employee without the consent of the partner assuming the full time position.
6. The position shall be reviewed by all parties in the spring for the continuation for the following school year.
7. If the partnership is dissolved by any party, both partners shall be given full time positions in accordance with the seniority provision of the Master Agreement provided that it does not result in layoff of an on-staff teacher.
8. The Employer shall have sole discretion, not subject to grievance procedure, to accept or reject shared time proposals.
9. Participating teachers shall accrue full seniority during the year and shall advance on the salary schedule as though they were teaching full time.
10. Teachers who enter into this shared time teaching assignment shall understand that:
 - a. Both shared time teachers will be responsible to attend any special faculty meeting they are asked to attend by their principal. This would only occur when the principal and the superintendent felt it was essential they talk to the entire staff at the same time. If both teachers are not asked to attend a faculty meeting, then the shared time teacher scheduled to be in attendance at the meeting is expected to inform the other teacher of what took place at the meeting.
 - b. Shared time teachers sharing a position will be expected to attend all Parent/Teacher Conferences, Orientations and Open Houses for the entire time of the activity.
 - c. Shared time teachers sharing a position will be expected to share responsibilities for a curriculum committee assignment.
 - d. Shared time teachers are responsible to plan together sufficiently and discuss student problems. It will be the principal's determination as to whether teachers are planning sufficiently together.
 - e. Neither teacher in a shared time position shall be guaranteed equal classroom instructional time.

ARTICLE 10
ABSENCES

- A. The computation of a teacher's daily wage will be based on the number of teacher days plus five (5) holidays in a given year, being divided into the salary of the teacher. The five (5) holidays shall be Labor Day, Thanksgiving Day, Christmas Day, New Year's Day and Memorial Day.
- B. All teachers regularly employed by the District who are absent from duty because of personal illness shall be allowed sick leave at the rate of five (5) days granted on September 1 and five (5) days granted on January 1 of each year of service. The use of sick leave will be limited to 160 days during any one contract year. See Article XV.B for retirement payout. Teachers hired after September 1 or January 1 will receive a prorated number of sick days.

The teacher may at any reasonable time learn the number of sick leave days he/she has accumulated by contacting the Business Office.

Proper notification of absences shall be given to the Administration, following procedures given to all employees at the beginning of each school year. When absences are excessive or abuse of sick leave is suspected, the Administration may require proof of illness signed by a physician for subsequent absences.

In the event of the absence of a teacher for illness in excess of five (5) consecutive working days, the Board may, at its expense require an examination by an independent physician.

- C. Upon recommendation of the Superintendent, the Board may, at Board expense, require a teacher to submit a physical or mental examination by appropriate specialist to determine whether involuntary sick leave is warranted.
- D. Personal Leave Day:

At the beginning of each school year, a teacher shall be granted two (2) days with pay for personal leave. Personal leave days may accumulate to a total of three (3) days. No more than three (3) personal leave days can be used in any given year. Any additional days (over 3 accumulated days) not used by the end of each school year shall be added to the teacher's accumulated sick leave.

Personal leave days may be used in accordance with the following guidelines:

1. Such days shall be requested one week in advance, except in cases of emergency.
2. No specific description of the intended use of the leave shall be required.
3. The Board shall not be required to grant personal leave days on any one day to more than 10% of the teachers from any one building. If leaves are to be denied because more than 10% of a building's teachers requested a leave on the same day, these denials shall be in inverse order of receipt.

4. Only 5% of the teachers from any one building will be granted leave for the day preceding or the day following holidays and the first and last day of a semester. If leaves are to be denied because more than 5% of a building's teachers requested a leave on the same day, these denials shall be in inverse order of receipt.
- E. Any teacher who is absent because of an injury or disease compensated under the Michigan Workers' Compensation law shall receive from the Board the difference between the Workers' Compensation payment prescribed by law and his/her regular salary, to the extent and until such time as such teacher shall have used up any "sick leave" provided herein.
- F. Up to five (5) days per occurrence of the accumulated sick leave allowance may be used for a death in the immediate family, unless the teacher has no sick leave or personal business days in which case the substitute rate shall be deducted from his/her pay. The immediate family shall include father, mother, stepfather, stepmother, spouse, children, stepchildren, grandparents, grandparents of spouse, father-in-law, mother-in-law, brother, sister, brother-in-law and sister-in-law. Up to two (2) additional days a year of the accumulated sick leave allowance may be used for a death of a spouse or child.

Other bereavement leave may be approved by the Superintendent and the days shall be deducted from the teacher's accumulated sick leave unless the teacher does not have any accumulated sick leave days in which case the daily substitute rate will be deducted from his/her pay.
- G. Up to seven (7) days a year of the accumulated sick leave allowance may be used for critical illness in the immediate family. The immediate family shall include father, mother, stepfather, stepmother, spouse, children, stepchildren, grandparents, father-in-law, mother-in-law, brothers and sisters. A doctor's slip may be required. Other critical illness leave may be approved by the Superintendent and the days shall be deducted from the teacher's accumulated sick leave unless the teacher does not have any accumulated sick leave days in which case the daily substitute rate will be deducted from his/her pay.
- H. A leave of absence may be granted a teacher called for jury service. The Board shall pay an amount equal to the difference between the teacher's daily salary and the daily jury duty fee paid by the court (not including travel allowances or reimbursement of expenses) for each day on which the teacher reports for or performs jury duty and on which he/she otherwise would have been scheduled to work, provided that if the teacher is teaching subject matter such that qualified substitutes are difficult to find, he/she shall cooperate with the administration in seeking to be excused from such service.
- I. A leave of absence with pay may be granted for time necessary for appearances in any legal proceedings connected with the teacher's employment or with the school system, if the teacher is required by law to attend.
- J. Teachers will recognize that allowable days absent with pay is a convenience to them only when necessary and not as days to which they are entitled, and will use only for the purpose intended.

- K. Half days of absence will be counted as one-half days except when a half day of pupil attendance is counted as a full day of attendance. Any portion of a day up to one half day will be considered one half sick leave day. Any portion of a day over one half day will be considered one full day of absence.
- L. When teacher absenteeism is caused by an injury compensable through an employer other than Otsego Public Schools, sick leave or other benefits will not be provided by the district.
- M. When circumstances dictate, an employee may voluntarily contribute one day of sick leave to another teacher to be used for critical need. Each day contributed shall equate to one-half day for the recipient. The Association and Superintendent shall be responsible for the administration of critical need sick time. A teacher may not draw from the bank unless he/she exhausted all sick leave time. At the end of a school year, any balance remaining in the sick leave bank shall be carried over to the following year.

ARTICLE 11
PROFESSIONAL LEAVE

- A. Teachers may be granted a leave of absence not to exceed two days a year for Administration approved meetings, clinics, workshops, and curriculum studies or other conferences of an educational nature. The number of teachers allowed to leave at any one time will be within the discretion of the Administration. A written reason for denial will be given to employee.

The registration fee for such conferences shall be paid by the District. Other expenses incurred such as transportation, meals, and lodging will be reimbursed to the teacher up to a total of \$105 per day and \$210 per year. Approved conferences attended on the teacher's own time will not be counted toward the two days allowed each year, but expenses reimbursed will be counted toward the annual limit.

- B. Written applications for professional leave and reimbursement are to be submitted to the Administration for approval at least one week in advance.
- C. Conferences attended by the teacher at the request of the Board and/or the Administration will not be charged against the allowable total. Teachers will be paid the substitute teacher pay rate for conferences attended at the request of the Board and/or the Administration that are held on a day that is not a contractual day.
- D. Teachers shall be reimbursed the tuition costs incurred by the teacher for graduate credit or State Board Continuing Education Units (SB-CEUs) earned in compliance with the requirements of this contract provision. In no case shall the tuition reimbursement exceed six (6) semester hours or 18 SB-CEUs, or a combination of both, in any five-year certification cycle. Reimbursement shall not exceed \$200 per credit hour or per 3 SB-CEUs.

In order to be approved, credits or SB-CEUs must be of a nature that they will contribute to the development of knowledge and skills related to the teacher's assignment or possible future assignment. In order to receive payment for credits earned, all credits must be approved in writing by the Superintendent or his/her designee and earned through an accredited college or university. The District shall inform the employee of the disposition of his/her application within ten (10) days. It shall be the teacher's responsibility to file the necessary documentation to verify completion of the requirements and receipt of graduate credit prior to reimbursement.

ARTICLE 12
EXTENDED LEAVES

- A. Unless otherwise indicated, the following conditions shall apply to all extended leaves of absence:
1. Requests for leaves shall be in writing and must be received by the Superintendent not later than four (4) calendar months before the requested leave is anticipated to begin. An exception to this time limit may be allowed by the Board in the event of an emergency.
 2. Eligibility shall be based on a minimum of two (2) years continuous employment in the district.
 3. All extended leaves shall be limited up to one year. Further extensions may be granted by the Board.
 4. Salary increment shall not accrue.
 5. Sick leave days shall not accrue but unused sick leave days held at the start of the leave shall be reinstated.
 6. Upon the Board's approval of a teacher's application for an extended leave, the Board shall also establish the beginning date of the leave and its duration.
 7. Written notice of intention to either return or resign from extended leave shall be given to the Superintendent of Schools by March 1 of the year in which the leave expires, or sixty (60) days prior to the leave's termination date, whichever is sooner. Failure to comply with the above paragraph shall be interpreted as job abandonment and termination of employment.
 8. Re-employment will be to a position for which the returning teacher is qualified and certified to teach. If no vacancy exists, the Board reserves the right to implement the layoff procedure.
- B. Any teacher whose personal illness extends beyond the period compensated may be granted a leave of absence without pay or increment for such time as is necessary for complete recovery up to a maximum of one year. Further extensions may be granted at the will of the Board.
- C. A leave of absence for up to one year may be granted without pay for study related to the teacher's licensed field or his professional growth.
- D. A leave of absence may be granted, without pay, for the purpose of infant care or maternity.
- E. A leave of absence shall be granted a tenure teacher who is inducted or enlists for one period of enlistment in any branch of the Armed Forces of the United States. Reinstatement upon completion of such service shall be in accordance with applicable laws. Regular salary increments shall accrue to a maximum of two (2) years.

F. Pursuant to the Family and Medical Leave Act effective 1993, an employee who has been employed at least twelve months and worked at least 1,250 hours during the prior twelve month period is entitled to twelve work weeks of leave during any twelve month period without pay but with group health coverage maintained for one or more of the following reasons:

1. The birth of a child, or placement of a child with the employee for adoption or foster care.
2. Serious health condition of the employee.
3. The employee is needed to care for his/her spouse, child, or parent due to that person's serious health condition.
4. A qualifying exigency arising out of the fact that the employee's spouse, child or parent is on active duty or called to active duty status in support of a contingency operation as a member of the National Guard or Reserves.
5. The employee is the spouse, child, parent, or next of kin of a covered service member with a serious injury or illness.

A serious health condition is defined by the law as an illness, injury, impairment, or physical or mental condition that involves (1) inpatient care in a hospital, hospice, or residential medical care facility or (2) continuing treatment by a health care provider. Other conditions of the Family and Medical Leave Act shall apply to leaves in this section.

To be eligible for a FMLA leave, a teacher must have been employed for at least twelve (12) months, and for at least 1,250 hours during the previous 12 month period, and meet any other eligibility criteria of the FMLA for the particular type of leave. During the period of FMLA leave, the teachers health insurance benefits shall be continued as required by the FMLA, subject to Section 104(C)(2) of the FMLA. Elected supplementary insurance coverages may be continued by the teacher prepaying the premium cost to the business office of the school district which will then make payment of the premium to the insurance company.

Paid leave available to the teacher under the terms of this Agreement and used by the teacher for the same purposes as the FMLA leave available, will be counted as part of the leave time available and used under the FMLA leave. FMLA leave may be taken on an intermittent or reduced schedule when medically necessary according to the provisions of Section 102(b) of the FMLA. Seniority will accumulate during the period of FMLA leave.

The limitations found under Section 108 of the FMLA (pertaining to special rules concerning employees of local educational agencies) shall apply. All FMLA leaves shall be subject to and administered in accordance with the FMLA and its implementing regulations.

ARTICLE 13
TEACHER PROTECTION

- A. The Board recognizes its responsibility to continue to give administrative backing and support to its teachers, although each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom. The teachers recognize that all disciplinary actions and methods invoked by them shall be reasonable and just, and in accordance with established Board policy. It shall be the responsibility of the teacher to report to his/her principal the name of any student who, in the opinion of the teacher, needs particular assistance from skilled personnel. The teacher shall, upon request, be advised by the principal of the disposition of the teacher's report that a particular student needs such assistance.

- B. Any case of assault upon a teacher which has its inception in a school-centered problem shall be reported immediately and confirmed promptly in writing to the Superintendent or his designated representative. In the event of such an assault, the teacher involved may request assistance of the Board in such matter. These requests shall be made to the Superintendent who shall make a determination as to whether the conduct of the teacher making such request justifies any assistance from the Board, and the extent thereof.

- C. Complaints directed toward a teacher will be called to the teacher's attention if considered serious by the appropriate administrator. No notice thereof shall be written into the teacher's personnel file, nor will it be used as a basis for reprimanding a teacher unless such a complaint is first called to the teacher's attention.

- D. Teachers shall be expected to exercise reasonable care with respect to the safety of the pupils and property of pupils and the schools district, but shall not be responsible for loss or damage to any such property when such loss or damage is not the fault of the teacher. The Board shall provide comprehensive liability insurance protection for all teachers in its employ with limits of a minimum of \$250,000 for a single injury, \$500,000 for single occurrence, and \$50,000 for the property of third parties, against damage arising out of the negligence of any teacher while acting within the scope of his duties as such, subject to the exclusions contained in such policy. The Board shall continue to carry Worker's Compensation insurance coverage for all teachers in the manner required by the laws of Michigan. Insurance carriers are to be selected by the Board.

ARTICLE 14
TEACHER EVALUATION

- A. Probationary teachers will be evaluated each year during the probationary period. At least one evaluation of tenure teachers will take place every three (3) years. Evaluations will be based on the format specified in Section C and will be reported on the form designated by the Administration. The Association will be consulted if changes are made in the form. Within the first month of the school year the administration will supply written criteria upon which evaluations are based. Due process procedures will be followed in the process of all teacher evaluations.
- B. Coaches will be evaluated in writing once during or immediately following their first year in a coaching assignment. Coaches will be evaluated at least once every two years thereafter in the same assignment.

The Athletic Department will recommend to the Board an evaluation program based on district goals and objectives as they pertain to Athletic Programs.

- C. Each evaluation for probationary and tenured teachers shall be based on, but not limited to, two observations. At least one of the observations shall be at a date and time mutually agreed upon between the teacher and the Administration. Each observation will be preceded by a pre-observation conference between the teacher and Administrator. For probationary teachers, the two observations shall be held at least sixty (60) calendar days apart, unless a shorter interval is mutually agreed upon by the teacher and the Administration. Within five days after the observation, the Administrator will hold a post-observation conference with the teacher to give feedback. A written evaluation, including an overall rating of satisfactory or unsatisfactory performance, shall be completed and signed by the Administration and the teacher no more than ten (10) days following the second post-observation conference. (These timelines may be extended by mutual agreement.) A copy of the evaluation shall be given to the teacher. A teacher may submit his/her own comments if he/she does not agree with the Administrator's evaluation. The evaluation is to be placed in the teacher's personnel file, along with the teacher's comments. It shall be expressly understood that an adverse evaluation shall not be subject to the grievance procedure.

Any teacher receiving an unsatisfactory observation or evaluation shall be given the reasons and may be placed on an Individualized Development Plan (IDP). The Plan will state the District's standards, the resources available and a schedule of any future observations (i.e., weekly, quarterly).

ARTICLE 15
RETIREMENT

- A. For the purpose of this policy, the school year commences on the first day teachers report to school in the fall and ends with the first day they report the following fall.
- B. Upon retirement, the Otsego Public Schools shall pay \$45 per day for a maximum of 250 unused sick days.

The employee must have a minimum of ten (10) years of teaching service with the Otsego Public School District.

- C. Unused sick leave days' payment will be included with the twenty-second (22nd) payment of the contract payment.

ARTICLE 16
SENIORITY, LAYOFF & RECALL

A. Seniority

1. The term seniority shall be defined as the length of continuous employment with Otsego Public Schools. Any teacher who is granted Tenure shall have seniority from the last date of hire. The date of hire is the date that person was approved for employment by action of the Otsego Board of Education. Any teacher hired after August 29, 1983, who is granted Tenure shall have seniority from the first day of work within the bargaining unit.
2. New teachers hired shall be considered as probationary employees as prescribed by the Tenure Act. Probationary teachers shall not have seniority.
3. When a layoff, transfer or filling of a vacancy affects two or more teachers having the same seniority date, all individuals so affected will be ranked in order of the higher four digit number of the last four digits of their social security numbers.
4. Credit given for teaching experience in other school districts shall not be considered for the purpose of accumulating seniority. No seniority shall be gained or lost by a teacher while on leave of absence or layoff.
5. The District shall upon an annual written request of the Association President provide the Association with a current seniority list of employees including areas of certification in accordance with subsections (1) and (3) above.

B. Reduction of Personnel - Layoff

In order to promote an orderly reduction in personnel when the Board of Education deems it necessary to reduce or curtail the educational program, curriculum, or staff, the following procedure will be used.

1. Probationary employees will be laid off first where any teacher who has acquired seniority and whose position has been curtailed is certified and qualified to perform the services of the probationary teacher.
2. During the necessary reduction of teachers the Board shall implement such transfer and reassignment of certified and qualified teachers necessary to ensure that the reduction occurs by least seniority provided there is a more senior certified and qualified teacher to be retained in the remaining position. For the purpose of this provision, qualified shall be defined as meeting the following criteria:
 - a. Certification for the grade level and/or subject
 - b. If a core subject or when mandated by the State, Highly Qualified Teacher as defined by the State of Michigan Department of Education
 - c. In the specialized areas of physical education not covered by the Highly Qualified Teacher definition of the state, the Board may require specific certification in the subject(s) to be taught.

3. Teachers who are laid off during a contract year shall be considered as having completed the contract year for purposes of placement on the salary schedule if employed for more than one-half of the school year; otherwise such teachers shall remain on the same salary step.
4. The Board shall endeavor to give forty-five (45) calendar days' notice of layoff to the individual involved, and in any event, thirty (30) days' notice shall be given, except in cases of emergency.
5. It is further agreed that any layoff pursuant to this Article shall automatically terminate the individual employment contract of all laid off teachers and shall suspend for the duration of the layoff, the Board's obligation to pay salary or fringe benefits and any laid off teacher's individual or supplemental employment contract as well as all benefits under this collective bargaining agreement. However, for teachers who have worked at least one semester of the school year in which the layoff occurs, the Board shall continue making contributions toward said teacher's insurance premiums as provided by Article XIX herein to the extent of the teacher's prorated portion of his or her work year which has been worked.

C. Recall

1. Tenured teachers shall be recalled to employment in inverse order of layoff for new positions opening as determined by the programs offered by the Board, for which they are certified and qualified.
2. Each laid off teacher shall be responsible for notifying the Board of any changes in certification while on layoff. The teacher shall be eligible to be recalled to any new position offered by the Board for which he/she is then certified and qualified.
3. The Board shall give written notice of recall from layoff by sending a registered or certified letter to said teacher at his last known address. Each teacher is responsible for keeping the Board advised in writing of any change in name or change in address. The teacher is solely responsible for any errors or omissions occasioned by his/her neglect in keeping the Board so advised, and any communication addressed to a teacher at his or her last address on record with the Board shall constitute notice to the teacher of the contents of such communication.
4. A tenured teacher's right to recall shall expire five (5) years from the effective date of the teacher's layoff in accordance with the Michigan Teacher Tenure Act. A probationary teacher's right to recall shall expire one (1) year from the effective date of the teacher's layoff. It shall be the responsibility of the teacher to keep the Superintendent informed in writing of the most recent address at which the teacher can be contacted by mail for notice of recall.

ARTICLE 17
PROFESSIONAL COMPENSATION

- A. The salaries of teachers covered in this Agreement are set forth and determined in Section O of this Article.
- B. Additional compensation for teachers who are assigned extra duties, which are beyond the normal teaching assignments, are set forth and determined in Attachment B of this Article.
- C. Teachers may be credited with up to ten years' previously acquired teaching experience on the salary schedule. The maximum allowance will be made for experience in Otsego Public School or any district of equal or greater enrollment.
- D. Up to two years' credit on the salary schedule may be allowed for military service providing the teacher was employed in this school system at the time of enlistment or induction into the Armed Forces.
- E. A teacher employed in the Otsego Public Schools for a minimum of ninety (90) days, during any school year shall receive a full year of credit on the salary schedule.
- F. Teachers shall have the option to receive their pay in one of the following ways. Any change to the original election of their choice shall be made no later than August 1st of each year.
 - 1. Twenty-six (26) equal payments on every other Friday;
 - 2. Twenty-six (26) equal payments on every other Friday with payments 22 to 26 included with the 21st payment.

Teachers who resign from the District, or otherwise have their employment with the District terminated, shall receive a lump sum payment of the balance of their annual salary due within 10 days of the date of termination.

Teachers who retire from the district shall have the option to receive a lump sum payment or continue to receive bi-weekly payments for the balance of their annual salary.

- G. Teachers will be required to produce transcripts showing semester hours earned before being placed in a new classification on the salary schedule. Hours referred to herein are semester hours. Normally, the hours required to reach a higher classification shall be semester hours of graduate credit.
- H. Contracts will be rewritten prior to Labor Day in the event courses taken during the spring or summer place the teacher in a new classification, if confirmation of the hours from the institution is submitted prior to Labor Day. Contracts will not be rewritten during the remainder of the school year.

I. HEALTH INSURANCE:

1. Pak A:

2009 – 2010 school year

The Parties agree that the employee shall be given an opportunity to select MESSA Choices II Pak Plan with the following provisions:

- In Network \$100/\$200 deductible(fully funded by district)
- Out of Network \$250/\$500 deductible
- Co-pays of \$10 OV, \$25 UC, \$50 ER
- Prescription co-pay of \$10 Generic/\$20 Name Brand(reimbursed by district to \$5/\$10 level through August, 2010)
- Adult Immunizations
- Dental, Gold Vision plan, LTD, Life Insurance, AD&D coverage as described in the Pak A language

The employee shall pay 5% of the premium (medical only) through payroll deduction through August 31, 2010. Reimbursement of the prescription co-pay will end as of August 31, 2010. All requests for reimbursement of such Rx co-pays must be received no later than October 1, 2010. All requests for Vision reimbursement must be submitted no later than 30 days after the effective date of the new insurance plan.

2010 – 2011 school year

The Parties agree that the employee shall be given an opportunity to select MESSA Choices II Pak Plan with the following provisions:

- In Network \$200/\$400 deductible(70% funded by district up to \$140/\$280)
- Out of Network \$400/\$800 deductible
- Co-pays of \$10 OV, \$25 UC, \$50 ER
- Prescription co-pay of \$10 Generic/\$20 Name Brand
- Adult Immunizations
- Dental, Gold Vision plan, LTD, Life Insurance, AD&D coverage as described in the Pak A language

The employee shall pay 6% of the premium (medical only) through payroll deduction beginning on September 1, 2010.

2. Cash in Lieu

For teachers not electing the health insurance program in Pak A, the Board shall provide through the Board approved IRC 125 Cafeteria Plan \$3,000, including FICA, for selection among the following options:

Hospital Confinement
Short Term Disability
Supplemental Term Life
Dependent Life
Survivor Income
Group Term Life
Cash Payment

3. All employees may participate through payroll deduction in the Board approved IRC 125 Cafeteria Plan options for salary reduction for childcare and medical expense reimbursement according to the applicable provisions of law. The Board will make appropriate authorized salary deductions disbursing those deductions for the purpose intended.

J. DENTAL INSURANCE: Board shall provide group dental insurance as follows:

All teachers not selecting Pak A shall be eligible for dental insurance under the provisions of Pak B.

K. VISION INSURANCE PROGRAM: Each full time employee is eligible as follows:

All teachers not selecting Pak A shall be eligible for vision insurance under the provisions of Pak B.

- L. The Board will pay the premiums for teacher's Group Long Term Disability Insurance. For the life of this Agreement, the LTD program shall be a 90 calendar day qualifying period, \$3,500 maximum monthly benefit at sixty (60) percent of the teacher's monthly salary.

M. OTHER INSURANCE:

All teachers not selecting Pak A shall be eligible for Pak B which includes LTD, Life Insurance, and Accidental Death & Dismemberment coverage as described in the coverage of Pak B.

- N. 1. The provision of the above insurance coverage shall be subject to the rules and regulations of the underwriting carrier(s).
2. Teachers newly hired by the Board shall be eligible for Board paid insurance premiums upon acceptance of written application by the insurance carriers on the first day of the month following the month work commenced.

3. Changes in family status shall be reported by the teacher to the personnel office within 30 days of such change. The teacher shall be responsible for any overpayment of premiums made by the Board in his/her behalf for failure to comply with this paragraph.
 4. A teacher eligible for Medicare shall enroll for Medicare benefits (Parts A and B) within 30 days of his/her first eligibility date. The teacher shall be held responsible for any overpayment of insurance premiums made by the Board for failure to comply with this paragraph.
 - a. Teachers eligible for Medicare benefits on or after January 1, 1983, must notify the Board of Education, in writing, of their primary program election. Teachers can either elect Medicare or the school-provided plan as their primary program (as required by T.E.F.R.A.).
 - b. The Board of Education will not be liable for any penalties against the teacher by the insurance carrier (including Medicare) as the result of his/her election.
 5. To be eligible for the above coverage (or increase in coverage), teachers must be able to perform the "at work requirements" with this employer before benefits are effective.
- O.
1. Salary Schedules (See Attachment A)
 2. Teachers hired after September 1, 1993 and placed on the "A" level will be placed on the "B" level at the beginning of the next school year following completion of the Professional Certificate.

Employees required to possess a "Professional" certificate shall meet the state requirements for continuing education to keep their certificate valid.

Any employee possessing any other type of teaching certificate, beginning September 1, 2003, must accumulate six (6) hours over a five-year period in order to be placed on the "B" level of the salary schedule.

Employees who are on the "B" level of the salary schedule shall remain on that column provided they meet the above criteria.

Teachers failing to earn the necessary credits during the prescribed time will be placed on the "A" level of the salary schedule.

- P. Longevity Pay - Teachers who are beyond the thirteenth step of the salary schedule shall receive in accordance with the following schedule a flat rate addition to the salary for which they are entitled on the schedules.

YEAR BEYOND <u>STEP 13</u>	FLAT RATE ADDITION	
	<u>2009-10</u>	<u>2010-11</u>
14-15	\$1,749	\$1,766
16-17	\$ 937	\$ 946
18-21	\$ 937	\$ 946
22+	\$ 937	\$ 946

ARTICLE 18
TERM OF CONTRACT

All articles of this Agreement shall be effective upon ratification and signing by both parties through June 30, 2011. Either party may terminate this Agreement of January 25, 2010 by giving written notice to the other party on or before March 1, 2011. If neither party shall give notice to terminate this Agreement as provided above, the Agreement shall continue in effect for successive periods of one year, unless and until written notice of termination is given on or before March 1, on any subsequent contract anniversary date.

In Witness Whereof, the parties have executed this Agreement by their duly authorized representative the day and year first written above.

"DISTRICT"

"ASSOCIATION"

By _____
President of the Board

By _____
President of the Association

By _____
Secretary of the Board

By _____
Secretary of the Association

Ratified: January 25, 2010

Ratified: January 25, 2010

Attachment A

Salary Schedule

2009-2010

- 0% on Base
- \$20,000 off-schedule longevity payment divided between employees on Steps 14 to 22+

LONGEVITY STIPEND	STEP	A	B	C	D	E
		BA	BA+ Prof. Cert.*	MA	MA+15	MA+30
	1	\$ 34,802	\$ -	\$ 38,625	\$ 40,539	\$ 42,450
	2	\$ 35,947	\$ -	\$ 39,772	\$ 41,685	\$ 43,597
	3	\$ 37,095	\$ -	\$ 40,920	\$ 42,832	\$ 44,743
	4	\$ 38,243	\$ 40,155	\$ 42,068	\$ 43,979	\$ 45,892
	5	\$ 40,155	\$ 42,067	\$ 43,979	\$ 45,892	\$ 47,803
	6	\$ 42,068	\$ 43,979	\$ 45,892	\$ 47,803	\$ 49,715
	7	\$ 43,979	\$ 45,892	\$ 47,803	\$ 49,715	\$ 51,628
	8	\$ 45,892	\$ 47,803	\$ 49,706	\$ 51,628	\$ 53,539
	9	\$ 47,803	\$ 49,715	\$ 51,628	\$ 53,539	\$ 55,453
	10	\$ 49,715	\$ 51,628	\$ 53,539	\$ 55,453	\$ 57,364
	11	\$ 51,628	\$ 53,539	\$ 55,453	\$ 57,364	\$ 59,275
	12	\$ 53,539	\$ 55,453	\$ 57,364	\$ 59,275	\$ 61,189
	13	\$ 55,453	\$ 57,364	\$ 59,275	\$ 61,189	\$ 63,101
\$1,749	14-15	\$ 57,202	\$ 59,113	\$ 61,024	\$ 62,938	\$ 64,850
\$937	16-17	\$ 58,139	\$ 60,050	\$ 61,961	\$ 63,875	\$ 65,787
\$937	18-21	\$ 59,076	\$ 60,987	\$ 62,898	\$ 64,812	\$ 66,724
\$937	22+	\$ 60,013	\$ 61,924	\$ 63,835	\$ 65,749	\$ 67,661

* Professional Certification Required

Attachment A

Salary Schedule

2010-2011

- No step increases
- 2% on schedule for teachers at Step 1-13
- 1% on schedule for teacher at Step 14 and above
- If fall 2010 enrollment (not including Even Start and Adult Ed. pupils) increases by more than 15 students over the fall 2009 student enrollment, the salary will increase by an additional 0.5%.

LONGEVITY STIPEND	STEP	A	B	C	D	E
		BA	BA+ Prof. Cert.*	MA	MA+15	MA+30
	1	\$35,498	-	\$39,398	\$41,350	\$43,299
	2	\$36,666	-	\$40,567	\$42,519	\$44,469
	3	\$37,837	-	\$41,738	\$43,689	\$45,638
	4	\$39,008	\$40,958	\$42,909	\$44,859	\$46,810
	5	\$40,958	\$42,908	\$44,859	\$46,810	\$48,759
	6	\$42,909	\$44,859	\$46,810	\$48,759	\$50,709
	7	\$44,859	\$46,810	\$48,759	\$50,709	\$52,661
	8	\$46,810	\$48,759	\$50,700	\$52,661	\$54,610
	9	\$48,759	\$50,709	\$52,661	\$54,610	\$56,562
	10	\$50,709	\$50,661	\$54,610	\$56,562	\$58,511
	11	\$52,661	\$54,610	\$56,562	\$58,511	\$60,461
	12	\$54,610	\$56,562	\$58,511	\$60,461	\$62,413
	13	\$56,562	\$58,511	\$60,461	\$62,413	\$64,363
\$1,766	14-15	\$58,328	\$60,277	\$62,227	\$64,179	\$66,129
\$946	16-17	\$59,274	\$61,223	\$63,173	\$65,125	\$67,075
\$946	18-21	\$60,220	\$62,169	\$64,119	\$66,071	\$68,021
\$946	22+	\$61,166	\$63,115	\$65,065	\$67,017	\$68,967

* Professional Certification Required

Attachment B

Supplemental Salaries

1. Athletic Department Salaries:

Group 1 - 14%

Head Football
Head Boys' Basketball
Head Girls' Basketball

Group 2 - 13%

Head Volleyball
Head Wrestling

Group 3 - 12%

Head Boys' Swimming
Head Girls' Swimming

Group 4 - 11%

Head Baseball
Head Boys' Track
Head Girls' Track
Head Boys' Soccer
Head Girls' Soccer
Head Softball

Group 5 - 9%

Assistant Football
Assistant Boys' Basketball
Assistant Girls' Basketball
Assistant Volleyball
Assistant Wrestling
Facilities Manager
Head Girls' Tennis
Head Boys' Tennis
Head Cross Country
Head Boys' Golf
Head Girls' Golf

Group 6 - 8%

Assistant Baseball
Assistant Boys' Track
Assistant Girls' Track
Assistant Softball
Assistant Boys' Soccer
Assistant Girls' Soccer
Assistant Boys' Tennis

Assistant Girls' Tennis

Group 7 Middle School Athletics

7th or 8th Grade Boys' or Girls' Basketball

A Team - 6%

B Team - 6%

7th or 8th Grade Volleyball

A Team - 6%

B Team - 6%

7th & 8th Grade Wrestling (Combined)- 6%

Boys' Track - 5%, 6% beginning 2006-07

Girls' Track - 5%, 6% beginning 2006-07

Cross Country - 3%

7th or 8th Grade Head Football – 5%

7th or 8th Grade Assistant Football – 3%

7th or 8th Grade Competitive Cheerleading– 3%

Group 8

Freshmen Cheerleading

Sideline Team for Fall (Football) - 4%

Sideline Team for Winter (Basketball) - 4%

JV Cheerleading

Sideline Team for Fall (Football) - 4%

Sideline Team for Winter (Basketball) - 4%

Competition Team - 6%

Varsity Cheerleading

Sideline Team for Fall (Football) - 4%

Sideline Team for Winter (Basketball) - 4%

Competition Team - 7%

Other

Intramurals - \$250

Pay for each coaching assignment will be based on the B.A. salary schedule. The number of years' experience in each sport will determine the step on which pay will be determined. Steps will be retroactive to include experience of coaches presently in the Otsego Public School System.

Beginning with the 1990-91 school year all coaching salaries will be capped at the appropriate percentage of the A-7 step on the salary scale with the following exception:

Any current employee with prior coaching experience in position will be allowed up to Step A-13.

2. Compensation for extra duties in connection with clubs and other school activities:

- Bulldog Barks (Journalism Club) - 2%
- Class Coordinators – OHS: Senior-3%, Junior-3%, Sophomore-2%, Freshman-2%
- Comet Advisor (when assigned) - 9%
- Computer System Operator (Per Building) – Elementary 2%, Secondary – 3%
- Debate Coach - 4% (2% when assigned as part of a class assignment)
- Department/Grade Chairperson - \$250 total (one per elementary grade or secondary department)
- Destination Imagination Coach (Per Team) - 2%
- Destination Imagination Supervisor - 4%
- Forensics Coach - 2%
- Gifted & Talented Co-Hort Group - \$250 set amount
- Instrumental Music Director at OHS - 14%
- Instrumental Music Director at OMS - 9%
- Mentor - \$250 set amount (See Paragraph 4 below)
- National Honor Society Supervisor – 2%
- NCA Chairperson - \$350 (one per building)
- Other Club Advisors - 2%
- Play Director at OHS (each play) - 3%
- Quiz Bowl Coordinator - 2%
- SADD – 2%
- STAND Supervisor at OMS - 2%
- Student Council at Elementary - 2% beginning 2005-06
- Student Council at OHS - 5%, 6% beginning 2006-07
- Student Council at OMS - 4%, 5% beginning 2006-07
- Study Table at OHS or OMS - \$12.50 per day
- Vocal Music Director at OHS - 10%
- Vocal Music Director at OMS - 4%

The percentage of pay for each assignment will be based on the B.A. salary schedule. Years of experience in each assignment in this school system will determine the step upon which each teacher's pay will be determined. Up to five (5) years' credit on the pay scale will be granted for experience in the assignment outside of this school system. Steps will be retroactive to include experience of teachers presently in Otsego Public Schools.

3. Effective July 1, 1999, compensation for all extra duty assignments shall be paid in biweekly installments during the time period work in the activity is being performed by the teacher. Extra duty assignments that span the entire school year shall be compensated by adding the stipend amount to the teacher's annual salary for the school year to be paid in the same number of installments as the teacher's annual salary.
4. Effective September 14, 1998 the Otsego Education Association acknowledges the requirement of Section 1526 of the Revised School Code, MCL 380.1526, for each teacher during the first three (3) years of his or her employment in classroom teaching to be assigned a mentor or mentors. A mentor shall be a master teacher, retired master teacher or college professor. At least one mentor shall be assigned to each eligible probationary teacher during the period prescribed by law.

Acceptance of an assignment to be a mentor teacher by a bargaining unit member shall be voluntary. A mentor teacher assigned from the bargaining unit:

- a. Shall perform the responsibilities of a mentor teacher as prescribed in the mentor job description to be provided to the mentor.
- b. Shall be compensated at the annual rate of two hundred fifty dollars (\$250).
- c. Shall not be assigned more than two (2) eligible teachers to mentor at one time.

Attachment C

Letter of Understanding Between the Otsego Public Schools and the Otsego Education Association

Calendar

The parties agree that the calendars for the 2009-11 contract years shall contain 176 student days.

In the future, should the State of Michigan increase the required student days to 180, the OEA agrees to increase their number of work days without additional compensation.

Instructional Hours

2009 – 2010 Hours of Instruction cancelled due to illness and/or weather

Due to the days that were cancelled due to illness and inclement weather this fall, the Board and OEA agree that if the cancelled hours total more than 30 hours before March 1st, the two parties will meet to discuss a combination of the following for make-up days:

- Classes may be held on Good Friday
- Additional minutes may be added to each school day
- Half days scheduled in June may become full days
- Additional PD hours may be counted as student instructional hours

Professional Development

2009-2010 - 12 hours of professional development time shall be completed outside contract hours.

2010-2011 - Each teacher will be required to complete 12 hours of Professional Development outside of their contract hours.

- Three of these hours will be required attendance at an evening district-wide professional development activity.
- Five hours of on-line professional development from an administration approved list will be required to meet State requirements, at no cost to the teachers.
- Four hours will be completed as in the past, at the teachers' choice, from technology hours offered by the district or other pre-approved professional development activities.

For the Otsego Board of Education

For the Otsego Education Association

Date

Date

Attachment D

Letter of Understanding Between the Otsego Public Schools and the Otsego Education Association

In this letter, the Board offers an Early Retirement Incentive for the 2009 – 2010 school year only, with the following guidelines:

- A minimum of ten (10) OEA members on salary step 16 or above must agree to accept the ERI and retire at the end of the 2009 – 2010 school year.
- OEA members intending to retire and receive the ERI must give notice of such to the Superintendent no later than April 1, 2010. If fewer than ten (10) OEA members apply for the ERI, then those who have applied will have the right to rescind their notice of retirement, but no later than Friday, April 16, 2010.
- Teachers agreeing to the ERI will receive payments to a 403b account in the following amounts over three years:
 - 1st year \$12,500 paid in January, 2011
 - 2nd year \$12,500 paid in January, 2012
 - 3rd year \$10,000 paid in January, 2013
- These payments will be in lieu of the payout for unused sick leave as allowed in Section B of Article 15.

For the Otsego Board of Education

For the Otsego Education Association

Date

Date

Attachment E

Letter of Understanding Between the
Otsego Public Schools and the Otsego Education Association

For the 2010-2011 school year only, teachers will remain on the same step of the salary schedule as the 2009-2010 school year.

For the Otsego Board of Education

For the Otsego Education Association

Date

Date

2010-2011 Calendar

FINAL DRAFT
1-25-10

Agreement Between

**Otsego Public Schools
Board of Education**

and

Otsego Education Association

2009- 2011

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