

MASTER AGREEMENT

between the

**OLIVET EDUCATION
ASSOCIATION, MEA/NEA**

and the

**OLIVET BOARD OF
EDUCATION**

July 1, 2013 – June 30, 2016

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INTRODUCTION

This Agreement effective July 1, 2013 through June 30, 2016, by and between the Eaton County Education Association and its affiliate Olivet Education Association, hereinafter called the "Association," affiliated with the Michigan Education Association, hereinafter called the "MEA," and the National Education Association, hereinafter called the "NEA," and the Olivet Community School District of Olivet, Michigan hereinafter called the "Board." The signatories shall be the sole parties to this Agreement.

WITNESSETH

The Parties have a statutory obligation pursuant to the Public Employment Relations Act, Act 379 of the Michigan Acts of 1965, and Public Act 112 to bargain with regard to mandatory bargaining subjects.

The Parties have reached understanding that they desire to confirm in this Agreement. The following mutual covenants are hereby agreed:

ARTICLE I - RECOGNITION

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative pursuant to Section 11 of Act 379 P.A., 1965 as amended for all regularly employed full time or part-time certified personnel under contract or on Board approved leave excluding the following:
 - 1. Substitute teachers, non-regularly employed part-time teachers, supervisory-administrative personnel, and supportive services staff: Secretaries, bus drivers, cooks, custodians, clerks and aides, and all others. Supervisory-administrative personnel includes superintendent, principals, and any other administrators as defined under PERA.
- B. Regularly employed teaching personnel, hereinafter referred to as "teachers," shall include all classroom Teachers and Guidance Counselors, provided they are employed at least two (2) hours per day, five (5) days per week for a full semester.
- C. All generic references to male employees shall include female employees in the bargaining unit.

ARTICLE II - ASSOCIATION AND TEACHER RIGHTS

- A. Duly authorized representatives of the Association shall be permitted to transact Association business on school property with the permission of the building principal, providing that this shall not interfere with or disrupt normal school operations.
- B. Upon written request from the Association, the Board agrees to furnish, within a reasonable period of time, available information which is necessary for the Association to bargain collectively or to administer this Agreement.
- C. The Board and the Association agree that they shall not discriminate against any bargaining unit member in any employment matter because of race, creed, color, national origin, religion, age, sex, marital status or handicap/disability. The Board and the Association additionally recognize that their mutual commitment to nondiscrimination may require reasonable accommodation to bargaining unit members and accordingly agree to jointly confer with any bargaining unit member making such a request.
- D. A teacher shall have the right to have an Association representative present or waive that right through written documentation when he/she is being formally questioned and that questioning could lead to disciplinary action which could include a warning, reprimand, suspension with or without pay, or termination. Such discipline shall not be for reasons deemed as arbitrary or capricious and in accordance with the general concept of progressive discipline for those Association members not covered by the Teacher Tenure Act, MCL 38.71 st seq.
- E. Upon request of the Association, the Board will furnish a room for Association meetings, provided the request is submitted no less than twenty-four (24) hours in advance.
- F. Each teacher shall have the right, upon request, to review the contents of his/her personnel file. A representative of the Association, at the teacher's request, may accompany the teacher in this review. Each teacher's file shall minimally include the following items of information if available:
 - 1. Medical information shall be maintained in a separate file.
 - 2. Teacher evaluation reports
 - 3. Copies of annual contracts
 - 4. Teaching certificate
 - 5. Background Checks
 - 6. Disciplinary Material
 - 7. Transcripts
 - 8. Employment Application
- G. Evaluative or disciplinary material originating after the teacher has been hired which is placed in his/her file will be shown to him/her so that he/she has the opportunity to review, initial, and/or reply to same at the time of its placement in said file.

- H. Upon the request of the Association, vending machines shall be installed in the teacher workroom at no cost to the Board of Education. The proceeds from all such machines shall be remitted to the Association.
- I. Adequate off-street parking facilities shall be provided and properly maintained for teachers' use.
- J. The use of the terms "suitable," "adequate" and "properly" shall be determined by past practice.
- K. Each teacher will be provided with appropriate key(s) to access the area(s) of their assignment(s). Appropriate keys shall be determined by the Superintendent or his/her designee. Security practices will be considered when assigning keys. Should the administration deem it necessary to replace locks and tumblers as a result of a lost key, the teacher will be liable for the costs attendant thereto if the teacher was grossly negligent (showed a conscious disregard of their basic responsibility to care for the key). Thereafter, the teacher's liability shall cease unless losses arising to the school are the proximate cause of the gross negligence of the teacher.
- L. The Board shall make available to each school at least one room, appropriately furnished, which shall be used as a faculty workroom. Said workroom shall be equipped with the following:
1. At least one computer in good working order.
 2. At least one printer in good working order.
 3. Access to a telephone with an outside line.
 4. Appropriate storage and seating equipment.
- When the workroom equipment needs maintenance, the Association shall complete the appropriate work order (technology or maintenance). When new equipment is needed, the Association shall consult with the Superintendent.
- M. Each teacher shall maintain with the Office of the Superintendent of Schools and the appropriate building principal his/her current, correct address and telephone number.
- N. Smoking and the use of tobacco products is prohibited in and on school property.
- O. At the beginning of each school year, individual contracts will be prepared for members of the bargaining unit. The Board agrees that said prepared contracts shall be provided to the members of the bargaining unit by October 1 of the current school year with the understanding that salary and benefits are subject to change depending on the outcome of contract negotiations.

ARTICLE III - BOARD RIGHTS

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board of Education, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board. Such rights shall include by way of illustration and not by way of limitation, the right to:
1. Manage and control the school's business.
 2. Continue its rights of assignment and direction of work of all its personnel.
 3. The right to direct the working forces, including the right to hire, promote, suspend, discharge, transfer, and lay off employees, and determine the size of the work force.
 4. Determine services, supplies and equipment necessary.
 5. Adopt rules and polices and regulations.
 6. Determine qualifications of employees.
 7. Determine the number of locations or relocations of its facilities.
 8. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
 9. Determine the size of the management organization its function, and authority.

ARTICLE IV - PROFESSIONAL DUES, FEES, AND PAYROLL DEDUCTIONS

- A. In accordance with the terms of this Article, each bargaining unit member within 30 days of employment shall, as a condition of employment, join the Association or pay a Service Fee to the Association.
1. Association Members Bargaining unit members joining the Association shall pay dues to the Association in accordance with its policies and procedures.
 2. Service Fee Payers Bargaining unit members not joining the Association shall pay a Service Fee to the Association as determined in accordance with the MEA Policy and Procedures Regarding Objections to Political Ideological Expenditures. The remedies set forth in this policy shall be exclusive, and unless and until the procedures set forth therein have been availed of and exhausted, all other administrative and judicial procedures shall be barred.
- B. Non-Payment of Dues or Service Fee If a bargaining unit member does not pay the appropriate amount of dues or Service Fee to the Association by November 1 upon written authorization by the Association, the Employer will deduct the appropriate amount of the dues or Service Fees from the bargaining unit member's wages. The deductions will be made in equal amounts from the paychecks of the bargaining unit member beginning with the first pay following receipt of the written authorization from the Association and continuing through the last pay period in June of each year. Moneys

so deducted will be transmitted to the Association, or its designee, no later than twenty (20) days following each deduction.

- C. Save Harmless Clause In the event of legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
1. The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
 2. The Employer will cooperate with the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available. The Association agrees that in any action so defended, it will hold the Employer harmless from any liability for damages and costs imposed by a final judgment of a court of administrative agency as a direct consequence of the Employer's compliance with this Article.
- D. Any teacher who does not perform services during the school year shall have dues deducted by one-tenth (1/10th) of the yearly dues for any entire month not worked except during a paid leave of absence as provided in this contract.
- E. The Association agrees to hold the Board harmless from any and all costs, claims, suits or other forms of liability that may arise out of any action taken by the Board or administration in reliance upon or compliance with the provisions of this Article.
- F. The Association agrees promptly to advise the Board of all members in good standing from time to time, and to furnish any other information needed by the Board, and not otherwise available to the Board, to fulfill the provisions of this Article.
- G. All refunds claimed per dues deductions under the provisions of this Article lie solely with the Association.
- H. Upon appropriate written authorization from the teacher the Board shall deduct from the salary of the teacher and make appropriate remittance to the Credit Union, Board approved tax sheltered annuities and any other plan (s) or program (s) jointly approved by the Superintendent and the Association.

ARTICLE V - TEACHING HOURS

- A. Olivet Middle School and Olivet High School teacher's normal workday shall not exceed 7 hours, 5 minutes (7:05). Fern Persons Elementary teacher's normal workday shall not exceed 7 hours, 20 minutes (7:20). K-8 teachers will have a (40) minute duty-free lunch. High school teachers will have a 35 minute lunch period which shall be duty free. This is due to the inequity in amount of planning time and will be retracted when/if the planning times become more equitable.

1. Teachers shall report to their respective buildings ten (10) minutes prior to the daily student class schedule.
 2. Teachers may leave the building after the conclusion of the daily class schedule. Exceptions may be made by the building principal.
 3. In addition to the foregoing, teachers are expected to remain after the normal workday to attend to those matters which properly require additional time such as consultations with parents and/or students, IEP meetings or building meetings with the administration. An agenda will be supplied for building staff meetings. Building meetings will be limited to six (6) staff meetings per year. All other meetings outside the normal workday shall be voluntary.
 4. A staff meeting shall be defined as a meeting conducted by the building administrator or his duly appointed representative with that building faculty on a semimonthly basis for the purpose of:
 - a. providing staff guidance on necessary changes to schedules
 - b. discussing anticipated events that may impact on classroom instruction
 - c. allow for staff discussion/action on events or activities they feel warrant such attention
 - d. allow for professional discourse that promotes the safety, welfare and culture of both the student and staff population
 - e. provide for the ability for departments or grade level to meet to discuss relevant issues
 - f. utilize staff meeting time for school business that cannot or should not be addressed via a memo
 - g. should provide the faculty with a sense of accomplishment and ownership in the decision-making process of the school community, i.e., student handbook, teachers handbook
 - h. school improvement meetings, not to exceed 1 meeting a month
 - i. professional discussion/presentation on topics related to teaching/learning
 5. Rules of common courtesy and tact are essential for an effective and professional meeting. Teachers wishing to add an item to the meeting agenda need to discuss it with the building administrator at least 24 hours prior to the meeting. Issues that could be deemed a complaint about an administrative decision must first be discussed with the administrator in an attempt to resolve the issue in a more private setting before asking for it to be added to the agenda. It is mutually understood that not all topics are appropriate or legal to discuss in a group setting.
 6. The administration shall have the right to depart from the above norms when an emergency arises after prior consultation with the Association.
- B. Preparation/conference periods are to be used by teachers for performance of professional duties. It is mutually understood that teaching is a salaried profession, not an hourly job. Preparing lessons and assessing student work, and other job related activities can be done

during preparation/conference periods. However, it is common that this work will need to be done outside the regular work day at a time of the teacher's choosing.

Grades 6-12 teachers shall normally have five (5) scheduled preparation/conference periods (including team planning if relevant) for each five (5) day work week that are equal in length to a regular student class period.

- C. Teachers who are not assigned a regularly scheduled preparation period will schedule such time with their building principal (s).
- D. Teachers shall not be required to move from one building to another more than twice each day.
- E. Elementary teachers (K-3) will have a minimum of 325 minutes per week and 4-12 teachers a minimum of 250 minutes of per week of preparation. This time will be provided by giving students various special courses and/or recess time.
- F. A reasonable effort will be made to obtain substitute teachers in the event the specials teacher must be absent. In the event a teacher must forfeit planning time due to the unavailability of substitute teachers, the classroom teacher will be compensated as per Article XVIII. Specialist teachers shall have lesson plans available that will reasonably allow a non-specialist substitute teacher to conduct the absent teacher's class.
- G. The teacher substitute rate is defined in Article XIX paragraph C.
- H. Due to the nature of counselor and media specialist positions, it is understood that they do not have a preparation period.

ARTICLE VI - TEACHING CONDITIONS

- A. Class size is an important aspect of teaching conditions and accordingly will be regulated as follows:
 - 1. No classroom shall have more students in it than it has available pupil stations and facilities, i.e. labs, desks, chairs, etc.
 - 2. The Board and the Association agree that the following class sizes shall not be exceeded by:

K-5	27
6-12	28
Choir	55*
Industrial Arts/Shop	22
Middle School Academic Intervention	15**
Instrumental Music	Unlimited
Physical Education	40
Media Specialists and Counselors	Unlimited
All Classes not specifically listed	28

*If the class size for choir exceeds 55 students, the teacher will not receive extra compensation, but will be able to remove students from the class who are uninterested in choir in consultation with the building principal.

**Multiple subject areas

Special Education class sizes will be accordance with the state and/or CISD Guidelines.

- B. Class size may be exceeded under the following conditions:
1. The foregoing maximums shall not apply until after the fourth (4th) Friday of the scheduled semester or count day whichever is earlier. Upon request, class size count must be given for each class in the district to the OEA President.
 2. An overload exists when the class size limitations are exceeded.
 - a. An individual class may deviate by no more than two (2) pupils above the maximum.
 - b. At the beginning of the school year or semester time (until count day or the 4th Friday of the scheduled semester, whichever is earlier), class sizes may exceed the maximums, while enrollment stabilizes, without additional compensation.
 3. The Administration may approach the Association to seek resolution of a class size overload by:
 - a. Payment of \$5.00 per student/per hour in grades 6-12 and \$20.00 per day/per student in grades K-5.
 - b. Other agreeable solutions. The decision to allow a class size overload must be approved by the Association (OEA).
 - c. The additional compensation shall be retroactive back to the first day of school if the teacher had the same number (or more) students during the first days of school or back to when the teacher received an overload in his/her class.
- C. If the Board shall create a new class, not otherwise covered by the maximums herein described, the Association shall have the right, upon request, to negotiate the class size.
- D. The Board recognizes that appropriate texts, library reference facilities, maps, globes, laboratory equipment, audio-visual equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession.
- E. The Board shall provide:
1. A separate desk for each teacher in the District.

2. Suitable space for each teacher to store coats and personal articles.
 3. Adequate writing board space in every classroom.
 4. Copies, exclusively for each teacher's use, of all texts used in each of the courses he/she is to teach.
 5. Adequate storage space in each classroom for instructional materials.
 6. Adequate attendance books, paper, pencils, pens, erasers and other such materials required in daily teaching responsibility.
- F. The Board agrees to relieve teachers of clerical duties unrelated to their teaching assignments.
- G. Nothing contained in this Article shall require the Board to keep school open in the event of severe inclement weather or when otherwise prevented by an Act of God. When schools are closed to students due to the above conditions, teachers shall be notified of same by 6:30 a.m. whenever possible.
- H. The Board shall provide a teacher reference library in each building in a location jointly determined by the Association and the building principal. Said library shall include therein all texts and periodicals which are reasonably requested by the teachers of that building.
- I. Teachers shall be informed of a telephone number and/or website they may contact at least 75 minutes before their reporting time to report their unavailability for work, except where an emergency or unforeseen event prevents the teacher from calling in by that time. In such circumstances, teachers shall call as soon as possible. Once a teacher has reported unavailability, it shall be the responsibility of the administrator or his/her designee to arrange for a substitute teacher. Teachers who do not call in as specified above shall not be allowed a sick day payment unless the teacher communicates with the building principal within twenty-four (24) hours of return with a reason for failure to give proper notification.
- J. The Board/Administration agrees to supply the members of the association with an up to date and accurate teacher handbook that is in compliance with the current contract.

ARTICLE VII - CALENDAR

- A. Calendars are as set forth in Appendix A.
1. The calendar shall consist of 175 student days and 182 total days. This includes six professional development days and one Records Day in January. New teachers are required to attend two (2) teacher orientation days prior to the school year starting.
 2. There will not be a scheduled Teacher Preparation day at the beginning of the year. However, teachers are expected to have their rooms and plans prepared for the students first day of school.

3. A minimum of fifteen hours outside a teacher's regular work day (including preparation time) of parent/teacher conferences are required. Nine (9) of those hours will be worked in the fall and six (6) in the spring. K-5 conferences may be conducted during a teachers preparation time, but the teacher still needs to conduct conferences for 9 hours outside the work day in the fall and 6 hours in the spring. Three of those 15 hours are compensated with a half-day off from school. A three-hour conference is equivalent to a ½ day, so if a teacher is ill for conferences, they would need to use a ½ sick day, for example.
 4. After school meetings: Teachers are expected to remain after the normal workday to attend to those matters which properly require additional time such as consultations with parents and/or students, IEPC meetings, etc. or building meetings with the administration in the event of an emergency. Six staff meetings will be held each school year in addition to meetings during the Professional Development Days. An agenda will be supplied for building staff meetings. All other meetings outside the normal workday shall be voluntary. In the unlikely event that a staff meeting needs to be called by a principal, the time will be subtracted from the next Professional Development Day.
 5. Professional Development Days are to be used for professional development, collaborative action team meetings, and grade level/department meetings to meet to discuss student achievement data, planning appropriate interventions, and other appropriate instructional/professional purposes, including IEPC meetings. PD days can also include time for staff discussion/action on events or activities they feel warrant such attention and allows for professional discourse that promotes the positive and safe student culture of students and staff. Meetings should provide the faculty with a sense of accomplishment and ownership in the decision-making process of the school community. Professional Development days are to be planned collaboratively by the administrators with input from curriculum coordinators and teachers. Agendas for PD days need to be distributed at least 3 days prior to the PD day.
 6. It is hereby agreed that should the school year be lengthened by state and/or federal mandate, representatives of the Association and the Board shall meet for the purpose of negotiating compensation for the additional mandated days unless such is contrary to law.
 7. If the state of Michigan re-institutes a higher number of required school days than is scheduled, it is mutually understood that minutes of the school day would be reduced and days would be added to bring the district into compliance, thus not costing the district additional money for compensation.
- B. The Board reserves the right to modify the calendar in order to achieve the minimum number of student instructional days and hours as required by law including the makeup of "Act of God" days if the makeup of some or all is mandated as a condition of full receipt of state aid.

In the event that the calendar (s) must be modified in accordance with this Section, said modification shall be jointly worked out between the administration and the Association in the same manner as described within Section C of this Article.

Teachers will receive their regular pay for days that are canceled but shall work on the rescheduled days with no additional compensation.

- C. School year calendars shall be jointly developed between the administration and the Association. Criteria used to set such calendar will be:
1. State law and school funding requirements,
 2. Community expectation,
 3. Coordination with other programs utilized by Olivet students,
 4. In-service goals and record keeping needs,
 5. Meeting the educational needs of students.
- D. Professional Development: In order to meet the requirements of Section 1527 of the Revised School Code, all teachers must be given the opportunity for five days of professional development each school year. This requirement will be met by the district. In addition, each teacher will be allowed to attend an approved one-day conference /workshop or other professional development opportunity in order to fulfill the requirements of the law. If a teacher has not fulfilled their five-day requirement, they will need to attend a professional development opportunity as agreed upon in the spring of that school year.
- E. During the half days in January and June for high school exams, the K-8 staff (including the special education teachers) will also have ½ days for personal plan time. No professional development or curriculum meetings may be scheduled by the administration.
- F. If needed to fulfill the 1098 required hours of instruction, professional development time will be used. This is not intended to be used for inclement weather days.
- G. For the half day in the spring (starting in the 2013-2014 school year), K-5 teachers will use the day for data entry, 6-8 teachers for additional prep time and high school teachers will not be required to attend in the afternoon. The high school teachers will be required to attend high school commencement. The only exception to not attending commencement would be for immediate family conflicts such as commencement in another district, this will be granted at the discretion of the building principal and will also require the teacher use a ½ of personal day or attend school on the half day. This needs to be approved by the building principal at least two (2) days before the spring half day.

**ARTICLE VIII - PROFESSIONAL QUALIFICATIONS
AND TEACHING ASSIGNMENTS**

- A. OEA shall be notified by the Board of teacher reassignment.
- B. A rough draft of master schedules will be distributed to staff by May 15.
- C. Teachers will be notified and consulted on tentative assignments by their principals no later than August 1st annually.
- D. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a Bachelor's degree from an accredited college or university, and/or a valid Michigan teaching certificate or waiver, or as may be authorized by State law. Failure to file the certificate with the appropriate endorsements with the Superintendent's office or loss of certification may result in loss of employment. It is mutually understood that it is the teacher's sole responsibility to maintain their certification.
- E. The Board agrees, whenever reasonably possible, that no teacher in grades 6-12 shall be assigned more than three (3) preparations per semester. When hiring teachers, the Board will try to select teachers with certification in areas needed for reducing the number of preparations to three (3) or less. The number of preparations for a teacher during a school day (including the Study Skills class) shall not exceed the number agreed to in the current contract. An exception can be made if the teacher involved, an OEA representative, and Board representative agree in writing that exceeding the agreed upon number of preparations does not establish past practice.
- F. It is agreed that the Olivet Board of Education and the Olivet Education Association support the concept of shared teaching assignments in the elementary/secondary level subject to economic and staffing considerations. Shared teaching assignments shall be subject to the following provisions:
 - a. It is agreed that shared time teachers are subject to the terms of the Master Agreement.
 - b. Shared time teaching shall be defined as two (2) teachers sharing one (1) full-time assignment.
 - c. Agreement to share a full time assignment shall commit the teacher and the Board to not more than one (1) school year.
 - d. For teachers currently job sharing:
 - i. Shared time teachers shall indicate by March 15 to the Superintendent of their desire to:
 - 1. Renew the established job sharing assignments;
 - 2. Return to a full time teaching assignment if available.
 - ii. Paragraph 1. above will be implemented upon mutual agreement of the teachers, Principal, and Superintendent.
 - e. For teachers wanting to establish a new shared teaching assignment:
 - i. An individual seeking a shared teaching assignment for the next academic year must submit a letter of interest to the Superintendent by March 15.

The shared teaching assignment shall become final once the other bargaining unit member is identified and individual work schedules are established and upon mutual agreement of the teachers, Principal, and Superintendent no later than June 15.

- f. Teachers in a shared assignment shall substitute in each other's absence whenever possible and shall be paid at the substitute rate. The absent teacher shall notify the Principal of such arrangement.
- g. Seniority shall accrue as if the teachers were employed full time. Teachers in a shared time assignment will be paid a prorated share of salary which reflects the fraction of time the position is shared as provided in the salary schedule of the Master Agreement.
- h. Fringe benefits shall be in accordance with fringe benefits for part-time teachers. Sick leave and preparation time shall be granted on a prorated basis.
- i. Teachers in a job sharing assignment shall participate in meetings, professional development, conference, and activities on the same basis as is required of full time teachers.
- j. Teachers in shared time assignments shall be considered to be on a partial leave of absence. It is understood that shared time teachers are not eligible for unemployment compensation.

ARTICLE IX - VACANCIES, PROMOTIONS AND TRANSFERS

- A. Whenever any permanent vacancy in a teaching position in the district shall occur or whenever a new teaching position is created, the Board should publicize the same by giving written notice of such vacancy to the president of the Association and provide for appropriate posting on the bulletin boards in the teachers' workroom. The vacancy should remain posted for a period of ten (10) business days and should not be permanently filled until the expiration thereof. In the event that it is determined that this is not a prohibited subject, the above "should" will revert to "shall" and "will".
- B. The provisions of paragraph A should be continued until August 1st of each year of this contract. From August 1st until the beginning of the new school year, vacancies should be posted in the Superintendent's Office for a minimum of five (5) business days before being permanently filled. Copies of the notices should be sent to the President and Secretary of the Association at the time of posting in the Superintendent's Office. In the event that it is determined that this is not a prohibited subject, the above "should" will revert to "shall".
- C. Any teacher possessing the qualifications to apply for such vacancy may do so in writing to the appropriate Principal within the posting period. The Principal, upon request from the teacher affected, shall justify in writing why a teaching position was not filled by a staff member.

- D. An employee who transfers to an administrative or executive position after September 1, 1979, and who later returns to a position within the bargaining unit shall resume seniority and all other rights and benefits under the current contract.
- E. Extra duty assignments (extra teaching assignments that are above the teachers full-time schedule) that are taught during their planning period, before, or after a teacher's normal work day will be posted for five days prior to being filled. (see Appendix G)

ARTICLE X - PAID LEAVES OF ABSENCE

- A. Upon returning to work at the beginning of the school year, all full-time teachers shall be credited ten (10) days per year with pay. Part-time teacher's days shall be prorated based on this total. These days may be used for the following reasons:
 - 1. Personal illness or disability.
 - 2. Illness and medical appointments in the immediate family up to 11/year. Any request to use more than this must be approved by the Superintendent. Immediate family shall be defined as spouse, siblings, children, grandchildren, parents, grandparents, parents-in-law and household dependents. The teacher is entitled to use unlimited sick days relative to what the teacher has accumulated, for critical illness of spouse, children, parents, or anyone in which the teacher is the immediate care giver.
 - 3. Up to one (1) day per school year, with no more than five (5) teachers attending the same funeral, for attendance at the funeral service of person whose relationship to the teacher warrants such attendance.
- B. The foregoing sick leave will be granted upon the following conditions:
 - 1. Accumulation: Credited days, as stated in Article 1, are earned at the rate of one-half (1/2) day per pay period of the school year. Each sick day shall accrue at the rate of one (1) and one-sixth (1/6) day per month of employment and each day shall accrue as of the first day of each month of the school year. New teachers to the system may use up to a total of six (6) days sick leave without prior accumulation after they have taught six (6) full days without absence. Other teachers may use all ten (10) days without prior accumulation. If a teacher leaves during the school year, adjustments for used, but unearned sick leave shall be deducted from the last paycheck at the rate of ½ day per pay period of the school year. This adjustment shall be deducted from the last paycheck.
 - 2. Sick leave may be accumulated to a maximum of one-hundred and ten (110) days, but will be credited with 10 days for the school year and may start the year with 120.

3. At the beginning of each school year, the administration shall notify the teacher of the total number of sick leave days previously accumulated, plus those available for the ensuing year as per Master Contract provisions.
 4. A teacher who anticipates a prolonged disability, such as scheduled surgery, maternity or confinement to home or hospital shall notify the building principal in writing thirty (30) calendar days in advance or as soon as possible of the impending disability. The written notification shall contain the projected dates of confinement. The use of sick leave shall be only for the duration of actual incapacity. The Board reserves the right of written verification from a physician for a extended absence or in the event that FMLA is used.
 - a. A maternity leave of absence shall be treated as a medical disability for the period of time following the birth of the child as deemed necessary by the birthmother's physician (typically 6 weeks for a vaginal delivery and 8 weeks for a caesarian delivery). Leave following the recuperation time of the mother is childcare leave, which commences at the conclusion of the disability leave (see Article XI, Section A and B).
 - b. Adoption: For the adoption of a child, an employee may use up to five sick days after the placement of the child in the home.
 5. The Association recognizes that abuse of sick leave is unprofessional conduct and accordingly agrees to work with the Board and Administration to discourage such abuse. It is mutually understood that sick leave is intended to only be used for the areas listed under Article X, A; hence sick days are not to be used as personal days. Documentation may be requested by the administration in the event excessive use of accumulated sick leave is thought to have occurred.
- C. At the beginning of each school year, each full-time teacher shall be credited with five (5) personal days and part-time teachers shall receive a pro-rated portion of these days. Personal days shall be non-cumulative to be used at the teacher's discretion. Any days not used will be added to accumulated sick leave at the end of the school year.
1. The employee must provide at least two (2) working days notice; and not more than seven (7) such days will be used system-wide nor more than four (4) such days will be used per building on the same day, except for November 15 (based on the availability of substitute teachers).
 2. Teachers newly employed in the system shall have personal days available only after the completion of thirty (30) teaching days.
 3. Personal days will not be used during Parent/Teacher conferences and Professional Development days without discussion with and authorization from the Superintendent.

4. In the event of an emergency, the two-day notification requirement may be waived with permission of the Superintendent.
 5. Personal days may be used for attendance at a school graduation of a son, daughter, husband, or wife. If the date would extend a holiday break, this will be an exception to Article X, C, 1.
 6. Teachers may use a personal day to extend a holiday weekend (Thanksgiving, Christmas, President's Day (if applicable), Easter, Spring Break, Memorial Day) one time/year with the following conditions:
 - a. No more than two (2) personal days may be used per building and not more than six (6) system wide to extend a holiday weekend.
 - b. In order to apply for the personal day, a teacher needs to submit a leave request at least 20 school days prior to the requested day.
 - c. If more teachers request the day than allowed, the teachers need to meet to decide who will get the day. If agreement cannot be reached, the most senior teacher will receive approval.
- D. Teachers may, upon the approval of the Superintendent, visit other schools or attend educational conferences or conventions without loss of pay.
- E. If a teacher shall be called for jury duty or as a witness to give testimony before a Court of competent jurisdiction on behalf of the Board of Education, the teacher, shall receive the normal salary, with any remuneration for jury duty being paid to the district and the teacher keeping the mileage remuneration.
- F. Teachers may receive up to a maximum of five (5) funeral days per school year for death in the immediate family as herein before defined. (See A, 2)
- G. The Association shall be credited with eighteen (18) days per year, with no more than six (6) days taken at any one time (i.e., these six (6) days being used in any combination totaling this number). The Association agrees to notify the Board, or its agent, no less than forty-eight (48) hours in advance of the date for intended use of said leave. The Association agrees to provide the reimbursement to the General Fund of the Board of Education for substitute pay when such leave is taken.
- H. The Superintendent has the option to grant any sick leave or personal leave based on individual needs, such as being able to chaperone a child's field trip, household emergencies, but not to extend a holiday or vacation. This does not allow the superintendent to grant more sick and or personal days than the individual has earned. Any exceptions are not precedent setting.
- I. Each year, OEA members may contribute one or more days (maximum of ten days per year) to a Voluntary Contribution Sick Leave Bank (known as the "Bank").

1. The Voluntary Contribution Sick Leave Bank is established for the purpose of providing teacher income protection in the event of a personal illness or injury that exhausts accumulated sick leave before income protection insurance (Long Term Disability Insurance) begins or the teacher recovers and is able to return to work and is released from the physicians care. In addition, a teacher may apply for “Bank” days to care for their spouse’s or child’s critical illness or injury, or spouse’s/child’s untimely death.
 - a. Teacher may apply only in situations of critical need such as, but not limited to, cancer or other life threatening illness or death of a family member, to include a spouse or child. The teacher must request coverage under the Family Medical Leave Act (FMLA), if applicable.
 - b. The Bank is not available for day-to-day occasional absences unless related to critical need as listed above. The days may not be used for elective surgery, drug/alcohol treatment or extending maternity/paternity leave unless significant medical need exists in accordance with these guidelines.
 - c. The number of days that can be drawn from the Bank, based on availability, shall be a maximum of 90 days per person.
 - d. The U. S. Department of Labor form “Certification of Health Care Provider for Employee’s Serious Health Condition” (Form WH-380-E) or “Certification of Health Care Provider for Family Member’s Serious Health Condition (Form WH-380-F) shall be required every thirty (30 days) of absence for those drawing from the Voluntary Sick Leave Bank. If there is a cost incurred for the completion of the form, the teacher is responsible for paying the cost. The teacher will sign a HIPPA release as it may be necessary for this information to be reviewed with the Committee. All information will be held in strict confidence.
 - e. The teacher must use all personal days and all sick days prior to receiving any days from the Bank.
2. Upon return to work, the teacher shall repay the Bank for the days owed (number of days borrowed minus any days contributed). When a teacher's accumulated sick leave days reach twenty (20) or more days s/he will repay borrowed days at the rate of 3(three) days per year. These days will be contributed back to the Bank at the beginning of each school year and will not be available as paid time to the teacher.

If a member retires, resigns or for other reasons leaves the district before repayment of the Bank is complete, the teacher will repay the district, prior to departure, for the number of days still owed at the current substitute teacher daily rate based on the following criteria: A teacher having worked in the district for less than ten (10) years will re-pay the district at the current sub rate for days still owed. A teacher who has worked in the district for ten (10) years or more will be forgiven for days owed the Bank.

3. The “Bank” shall be administered by the District administration. Completed applications will be submitted to the Business office. Bank Day applications will be reviewed and eligibility decisions will be made jointly by the Sick Leave Bank Committee, comprising of an OEA member from each building (designated by OEA president), the Superintendent, the building principal and the Director of Business. This committee will meet within five (5) business days of the filing of an application. The committee may review an applicant's previous attendance record. A pattern of abuse of the attendance expectations would be cause for denial of an application. The applicant shall receive notification from the business office as to approval or non-approval of request and if approved, the number of days approved within three business days of the meeting.
4. All applications should be submitted at least 30 days in advance of the leave request. In emergency situations, the application should be submitted for expedited review as soon as possible.
5. In the event the initial application is not approved, the member shall be entitled to submit additional evidence and/or meet with the OEA president/designee and the Superintendent/designee to review request. The Committee reserves the right to request a 2nd opinion from a physician / psychologist.
6. The decision of the Sick Leave Bank application shall be final and is not subject to the grievance procedure.
7. The approval/disapproval of an application and the administration of the Bank shall be administered in a manner that is not arbitrary or capricious.
8. Teachers requesting days to be contributed must do so by June 1st of each school year unless the Bank has less than 5 days available. This contribution is an irrevocable contribution. Days in excess of 120 may not be contributed to the Bank.

ARTICLE XI - UNPAID LEAVES OF ABSENCE
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- A. Leaves of absence without pay may be granted for the following enumerated reasons and conditions listed thereunder upon written request of the teacher to the Board of Education. These leaves will be granted in the sole discretion of the Board of Education which reserves the right to specify the beginning and terminating dates of the leaves of absence. Requests may be filed for:
 1. Study related to the teacher's licensed field. This leave of absence will be considered for the maximum length of one (1) year.
 2. Participation in exchange teaching programs.
 3. Foreign or military teaching program.

4. Peace Corps.
5. Teacher Corps.
6. Job Corps
7. Elected government positions
8. Appointed government position
9. Other leaves of absence may be granted without pay in the sole discretion of the Board of Education upon receiving from the requesting teacher, in writing, the purpose of the leave of absence, probable advantage to the school district, length of leave requested, and such other information that will assist the Board of Education in making a decision concerning the leave of absence.
10. Leaves required by law and within the legal constraints of this agreement.

- B. With the Board's approval, a leave of absence up to a period of one (1) year shall be granted to any employee for the purpose of child care to commence at the conclusion of a disability leave (or in the case of an adoption, on the date that custody is granted) or to care for a child with a serious health condition. Any period of leave after the exhaustion of the rights guaranteed under the Family and Medical Leave shall be without pay and/or benefits for a period not to exceed one (1) year.

An unpaid leave of absence taken for the purpose of caring for a child with a serious health condition or because of the birth of a child (and in order to care for that child) or due to placement for adoption or foster care, as defined by the Family and Medical Leave Act, shall be taken concurrently with the foregoing leave provision to the extent of the teacher's eligibility under the Family and Medical Leave Act. Leave taken under this section in connection with the birth of a child or due to placement for adoption or foster care must be concluded at the end of the twelve (12) month period beginning on the date of birth or placement, as is applicable.

1. Reinstatement shall be to a position within the teacher's certification as indicated in Leaves of Absence / Family and Medical Leave Act (Article XII, F).
2. An extended leave may be granted up to a period of one (1) year through written request of the teacher. Upon return from the extended leave, reinstatement shall be to the first available position for which the teacher is certified.
3. Use of the above leave for purposes other than childcare may result in dismissal.

- C. Any teacher anticipating adoption of a child may apply for the adoption leave, which shall be granted upon the following conditions:

1. The teacher shall apply for the leave within fourteen (14) days after receiving the initial approval for adoption from the supervising agency.
2. The request shall contain probable length of leave and date of commencement if known at that time. If not known at the time of the initial request, the teacher

shall notify the Board, upon receipt of notice of placement by the supervising agency, of the anticipated date of commencement of the leave.

3. The Board reserves the right to specify beginning and ending dates to correspond with the beginning or ending of a school year, semester, or marking period.
 4. Said leave may be granted up to a maximum of one (1) year at the discretion of the Board, and, upon written request, may be renewed subject to the applicable provisions of the original request.
 5. In the event of unforeseeable circumstances, the teacher may request, in writing, reinstatement prior to the expiration of the original leave request. The Board, in such instances, reserves the right to approve or deny such requests on an individual basis.
- D. A teacher may apply, in writing, to the Board for a leave of absence stating the reasons therefore at least sixty (60) days in advance of the requested beginning date. The Board may, in its discretion, grant such a leave specifying the beginning and ending dates of the leave with such not exceeding one (1) school year.
- E. In the event the Board shall place a tenure teacher on an unrequested leave of absence in accordance with Article V, section 2 of the Tenure Act, the teacher shall have the right to be returned to a teaching position within his/her certification.
- F. It is expressly understood that all of the foregoing leaves of absence without pay shall not entitle the teacher to accumulation of any benefits unless required by law. However, return at the specified date of termination will entitle the teacher to restoration of all benefits previously under this contract. Upon return from the leave of absence, the teacher shall be placed upon the appropriate step of the salary schedule without credit for the time during the leave of absence. A leave shall not exempt a teacher from the provision of the layoff procedure contained in this contract.
- G. Any teacher failing to return from a leave of absence on the date specified for the termination of the leave shall conclusively be deemed to have resigned from the school system. For convenience sake when requested by the teacher, the administration will mail notice two (2) weeks in advance of the termination date of the leave.
- H. Teachers who are elected or appointed full-time officers or staff of the ECEA, MEA or NEA should be given a leave of absence without pay provided written application is submitted sixty (60) days in advance of the projected commencement of the leave.
- I. In the event a teacher takes an unpaid day of leave, the teacher will be “docked” (a reduction of) their salary at the rate of 1/182 for each unpaid day taken and adjusted on the seniority list accordingly. Taxes, retirement, and insurance will not be deducted from a teacher’s salary for an unpaid day of leave unless said leave is covered elsewhere in this

article. Upon request, the association president shall be notified of any and all teachers who are granted a day(s) without pay to allow for accuracy of the seniority list.

ARTICLE XII- FAMILY MEDICAL LEAVE ACT

LEAVES OF ABSENCE AND FAMILY MEDICAL LEAVE ACT

General Provision

To the extent required by the Family and Medical Leave Act, an eligible employee shall be granted leave and the other rights specified by that law. The district has adopted the rolling twelve-month method of calculating Family Medical Leave Act Entitlement. When leave is taken by an eligible bargaining unit member under the FMLA, the District shall likewise enjoy all rights afforded it by that law, whether or not the same are specifically enumerated in this Agreement. The parties intend that the provisions of the FMLA, including District and eligible bargaining unit member rights and responsibilities, shall prevail over the terms of this Agreement to the extent of any conflict or inconsistency. This provision does not confer upon bargaining unit members' greater rights of benefits than those for which they may be eligible under the Family and Medical Leave Act.

Specific Provisions

A. "Substitution" of Leave for FMLA Leave

1. For purposes of the Family and Medical Leave Act sick leave allowed and which is taken under this Article shall be charged against the teacher's leave entitlement under the Family and Medical Leave Act, at the election of either the Board or the teacher. This shall apply to:

- a. Sick leave which is utilized pursuant to this Article to care for a family member (child, spouse, parent, or family member of whom the employee is the legal caregiver) with a serious health condition, including where a teacher must make arrangements for necessary medical and/or nursing care.
- b. Sick leave which is utilized pursuant to this Article due to a serious health condition, which renders the teacher unable to perform the functions of his/her job.

B. Eligible employees shall be granted paid or unpaid leave to the extent required under the provisions of the Family and Medical Leave Act for the purposes and subject to all of the terms and conditions of that Act and its implementing regulations. Any unpaid leave, which is otherwise available under the provisions of this Agreement for the same purposes for which leave is required to be provided under the Family and Medical Leave Act, shall be used concurrently with the leave provided under the Family and Medical Leave Act and shall be credited toward fulfilling the leave entitlement of an eligible

employee under the provisions of the Act to the extent permitted by the Act and its implementing regulations. In other words, unpaid or paid leave over three or more consecutive days shall be applied as sick leave and FMLA leave concurrently.

C. Notice of Intent to Take Leave

Teachers requesting leave under this Article shall provide written notice of their intent to take leave at least thirty (30) days prior to the date on which leave is to commence where the need for leave is foreseeable. If the teacher must begin medical treatment sooner, or if the need for leave is not foreseeable, notice shall be given as promptly as is practicable under the circumstances.

D. Medical Verification

1. Employees taking leave under this Article for medical and/or psychological reasons shall provide appropriate verification of the necessity for leave, and the employee's fitness to return to duty at the conclusion of the leave. The Board has the right to require that a second opinion (at Board expense) be obtained. If that opinion differs from that of the employee's health provider, the employee and Board (with consultation with the Association, if requested by the employee) shall mutually designate a third health provider whose opinion relative to leave eligibility or initial fitness to return to work shall be considered final and finding on the Board, employee and Association. The cost of this examination shall be paid by the Board.
2. The Board shall have the right to require recertification during the leave period and medical certification of the teacher's fitness to return to duty at the expiration of the leave period.

E. Intermittent Leave (special rules/instructional employees)

When a teacher requests intermittent leave or reduced schedule leave to which the teacher is entitled under the Family and Medical Leave Act and would be on leave for more than twenty percent (20%) of the total number of working days over the period the leave would extend, the Board may require that the teacher take leave for a period not to exceed the duration of the planned treatment.

F. Return from FMLA Leave

Restoration from leave shall be to the employee's former assignment or to any assignment within the bargaining unit for which the returning individual is certified (or approved, as applicable) and qualified. This shall be considered as restoration to an equivalent assignment for purposes of the Family and Medical Leave Act.

G. Recovery of Insurance Premiums

If an eligible employee fails to return from an unpaid leave during which the employee received a continuation of paid benefits under the Family and Medical Leave Act, the amount paid for continuation of these benefits shall be repaid to the Board, unless the

employee was otherwise entitled to the continuation of the benefits under other sections of this agreement. Repayment shall be made within fifteen (15) days after a demand for payment or according to a repayment plan agreed upon between the employee and the Board. Any amount or portion thereof, which is owing for repayment will be deducted from any wage or other payments owing to the employee. Any remaining deficiency owing for repayment shall be collectable by initiating legal action against the employee for repayment, if not remitted within fifteen (15) days after the demand for repayment is made.

ARTICLE XIII - EVALUATION PROCEDURE

- A. The evaluation of the performance of each employee in the school system is the responsibility of the administration. Before evaluation begins in any school year, the building administrator will meet with the teacher (s) in his/her building to discuss criteria for evaluation.
- B. All observation of the work of a teacher shall be conducted openly and with the teacher's knowledge.
- C. Teachers shall have the right upon request to review all evaluation material. An association representative may, at the teacher or administrator's request, accompany the employee in the review.
- D. A teacher shall receive a copy of the written evaluation and shall have the right to make comments (in writing) in response to the evaluation. Said written rebuttals or clarification shall be attached to the copy placed in the teacher's personnel file within ten (10) working days after the teacher's receipt of the written evaluation.
- E. Any complaint made against a teacher by a parent, student or other person which maybe used in any evaluation, disciplinary evaluation action, or added to the personnel file, shall be called to the attention of the teacher.

ARTICLE XIV - PROFESSIONAL IMPROVEMENT

- A. The Board agrees to provide funds for teachers attending conferences, professional or inservice training sessions approved by the Superintendent. Teachers shall make written application and receive approval prior to making plans to attend such functions. The expenses incurred shall be reimbursed upon receipt of the approved expense voucher (s), which are available in each building office. No loss of compensation will occur.
- B. The Board shall provide reimbursement for graduate college classes with the following limitations:

1. Only teachers who are under contract with the school district at the time of enrollment in the course, completion of the course, and at the time of reimbursement may seek reimbursement from the district.
2. A graduate college course must have approval by the Superintendent prior to enrollment in the course. (See Appendix C)
3. Teachers wishing to receive reimbursement shall provide a transcript to the Superintendent within 30 days of their receipt of the transcript.
4. Reimbursement for the course can be requested at the time the Superintendent receives the course transcript and cannot be sought more than one year after the Superintendent receives the course transcript.
5. Only graduate college classes in which the teacher earns an 80% or B or better (pass on a pass/fail system or credit on a credit/no credit system) are eligible for reimbursement.
6. The district will reimburse a maximum of \$120 per graduate credit hour. (See Appendix D)
7. Books, materials, and fees are not eligible for reimbursement.
8. Reimbursement can only be considered for the following types of graduate courses:
 - a. Graduate courses directly related to the teacher's teaching assignment or area of certification
 - b. Graduate courses leading to an additional certification as agreed upon with the Superintendent
 - c. Graduate courses in school leadership
 - d. Graduate courses in school counseling
 - e. Teachers who have completed coursework in a planned program that does not meet the above guidelines by July 1, 2003.
9. In the event the teacher leaves the district (except in the case of layoff) before completing one year of service from the date of course completion, the said teacher will be expected to refund the reimbursement. The Board has the right to deduct the refund from the last paycheck if not received by the processing time of the last paycheck for that school year.

ARTICLE XV - CONTINUITY OF OPERATIONS
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- A. The Association recognizes that strikes, as defined by Section 1 of Public Act 336 of 1947 of Michigan, as amended, by public employees, are contrary to law and public policy. 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 employee or group of employees.

ARTICLE XVI - SPECIAL AND STUDENT TEACHING ASSIGNMENTS

- A. The Board agrees to make every effort to provide intern teachers with texts, guides, and building policies to assist them during this period.

- B. The Board and the Association agree that extra curricular assignments will be made on a voluntary basis. Both parties further agree that it is desirable to have qualified members of the fill said Schedule B assignments. The Board will make reasonable efforts to fill these positions within the bargaining unit with exceptions as noted on Schedule B. Bargaining members must apply annually and must not have been terminated from the position. It is mutually agreed upon that the term “qualified” means that the teacher has the necessary knowledge and desire to fulfill the responsibilities of the position for which they are applying. Members not exhibiting satisfactory performance in such positions shall be deemed as not “qualified”.
- C. Assignments of the driver education and summer school program will be made by the Board on the basis of preference to certified OEA members.
- D. Assignment and supervision of student teachers shall be on a voluntary basis. Said supervising teachers shall have attained tenure status with the District. The assignment of a student teacher needs to be approved by the building administrator.

ARTICLE XVII - STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. If a classroom teacher has reason to believe a student under his/her supervision should appropriately be referred for special services through Intermediate School District or other services available to the Board, the teacher shall request a referral form from the principal and discuss the particular student behavior with the principal. Upon completion of the referral form by the teacher and approval by the principal and the parent, the form shall be forwarded to the Intermediate School District. It is understood that progress on the referral once forwarded to the Intermediate School District lies solely with the Intermediate School District. The principal will provide the teacher with information he/she receives as it becomes available and where permitted by law.
- B. Any case of assault upon a teacher by a student shall be promptly reported to the building principal.
- C. A written statement by the Board governing use of corporal punishment of students shall be publicized to all teachers at the beginning of the school year or upon subsequent modification thereof. Teachers involved as a defendant in civil litigation where the teacher acted in accordance with state statute and Board policy as determined by the Board pertaining to corporal punishment, may request legal assistance through the Board's attorney if they are not otherwise protected by insurance. Upon such request, the Board shall provide legal assistance through trial if necessary. The Board shall have the right to control settlement and appeals for its obligation hereunder shall be at an end. Time lost as a result of litigation will not be charged against the teacher's leave days where the Board has determined the teacher has acted within the scope of Board policy and state statute.

- D. Least Restrictive Environment and Medically Fragile Students The parties acknowledge that the policy of Least Restrictive Environment (LRE) is legally mandated. In the event that teachers are asked to perform medical tasks/duties for medically fragile students, teachers shall be adequately trained before being required to complete these duties. There shall be a written plan that provides a written description of the duties, a schedule for completing duties, the name of the person responsible for said duties, and the name of an additional staff member who can complete the duties in the absence of the teacher normally performing the duties. The Board and Association agree that “medically fragile” refers to any and all students who need special medical attention during the course of a school day. Medical training shall be provided to teachers by a person with appropriate medical background and training.
- E. The board, administration and association recognize student discipline is a shared responsibility. The association recognizes its members’ responsibility to teach their assigned curriculum and maintain an appropriate and orderly learning environment in their classroom. Teachers need to act in such a way as to develop positive relationships with their students (firm, fair, friendly and consistent) and establish clear expectations for student behavior. Teachers should make every effort to follow the principles of progressive discipline, as outlined in the student handbook, for minor behavioral infractions. The Board and Administration recognize their responsibility to give reasonable support and assistance in the maintenance of control and discipline in the classroom and agree:
1. In most situations, consistently and fairly enforce the rules and regulations of the buildings’ student handbook.
 2. If an administrator determines to change or overrule a consequence assigned by a teacher he/she will do so in a manner that does not undermine the teacher’s authority.
 3. If administrator assigns a consequence on their own, the teacher will be notified of consequence within three (3) days of infraction by student.
 4. If administrator wishes to alter a consequence assigned by teacher, the administrator will first confer with teacher prior to assigning consequence to the student.
- F. The Board will reimburse teachers on duty for damage or destruction of clothing or personal effects as a result of student misbehavior where the teacher is acting within the scope of Board policy if not otherwise covered by insurance.
- G. A teacher may exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continues presence of the student in the classroom intolerable. In such cases, the teacher will direct the pupil to the principal's office and shall give full particulars of the incident to the principal.

- H. All teachers are covered by Michigan's Worker's Compensation Law. Accidents and injuries are to be reported to the employee's supervisor immediately. Employer liability shall be in accordance with the law.
- I. The purpose of the security cameras is to help maintain a safe and secure school environment for students, staff, and community members and their property.
 - 1. It is not the intent of the administration to use eavesdropping, closed circuit television, surveillance cameras, public address or audio systems, and similar surveillance devices as evidence in disciplining teachers. However, if a video reveals cause to believe that unprofessional conduct has occurred such as assaulting a student or consumption of alcohol, the video may be used, but it is not the sole tool to be used when investigating employee misconduct.
 - 2. Camera placement needs to be in areas in which there is a diminished expectation of privacy, these areas are parking lots, hallways, gymnasiums, libraries, and offices. Cameras will not be placed in classrooms without teacher request. Security cameras in the gymnasium will not be activated during classroom hours unless requested by Physical Education teachers.
 - 3. Due to privacy concerns, only administrators and those approved by the administrator are authorized to view the tapes. If a tape is going to potentially be used against a teacher, the OEA President will be notified and may view the tape.
 - 4. This section does not preclude a teacher from using a video-taping students or themselves for educational reasons or professional growth.

ARTICLE XVIII - SENIORITY

- A. Seniority shall be determined from the last day of hire. Teachers who have had a leave of absence without pay since their last date of hire shall not accrue seniority during such leave time, except any teacher re-employed pursuant to the federal Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA, or successor statute) shall continue to accrue seniority while on leave, to the extent mandated by USERRA or a successor statute.

Regular employed part-time teachers shall accrue seniority the same as full-time teacher. Term substitutes shall not accrue seniority during the period of their employment as term substitutes unless they are immediately thereafter hired on a permanent basis. Title I and other special or federal program teachers shall accrue seniority the same as all other teachers. "Date of hire" shall be defined as the first day the teacher reported for work pursuant to instructions by the Board. If two or more teachers have the same last "date of hire," a drawing will be held at a time and place which will reasonably allow the teachers

and Association representatives to be present for the purpose of final determination as to their ranking on the seniority list.

- B. At the beginning of each school year the Administration shall prepare a seniority list. The list shall be submitted to each member of the bargaining unit for their review no later than the first school day in October. Any errors or disagreements regarding the seniority list shall be submitted, in writing, to the Association President and Superintendent no later than the first school day in November. The parties shall meet to resolve any differences if necessary during the month of November. If no differences exist or if no grievances are filed on unresolved differences by the last school day in November, the seniority list may not thereafter be challenged and it shall be conclusively deemed correct. The final seniority list shall thereafter be given to the Association for distribution.
- C. In the event the Board determines a layoff is necessary, it shall compile a list of the teachers to be affected and submit same to the Association President
 - 1. Layoff notices shall be in writing specifying the effective date of layoff.
 - 2. A teacher shall be notified of layoff by a hand-delivered written notice or by certified mail, return receipt requested, to the last known teacher's address as filed with the administration.
- D. Notice of recall shall be made by certified mail, return receipt requested, to the last known address of the teacher being recalled. The teacher shall notify the Superintendent of his/her intention to return within fourteen (14) days from the date of receipt of the notice or be conclusively considered resigned. The local Association President will be notified in those cases where the recall notice is returned unsigned. Rights of recall shall not exceed three (3) years.
- E. In the event of a necessary reduction in staff, the Board agrees to actively consider all requests for leaves of absence as an alternative to staff reduction.
- F. Teachers who may be returning from a leave of absence and who will be affected by a projected layoff, shall receive notice of layoff in accordance with the provisions of paragraph E above.
- G. All fringe benefits shall terminate as of the effective date of layoff except health insurance premiums earned in advance of layoff will be continued until the proration runs out. An employee may continue group benefits at his/her own expense provided the insurance carrier permits and as is provided by law.
- H. In the event that teacher is placed on layoff during the months of June, July, and/or August of any year this contract is in effect, collects, unemployment compensation, and is subsequently recalled to a teaching position, it is clearly understood that the teacher's salary shall be adjusted so that the combination of unemployment compensation and

teacher wages shall not exceed what the teacher would earn for the year on the teacher salary schedule in effect.

1. The means of adjusting the teacher's compensation shall be worked out between the teacher and the business office of the District within the first ten (10) days of the teacher reporting back for duty.
2. The Board agrees to hold the Association harmless from any and all costs, claims, suits, or other forms of liability that may arise out of any action taken by the Board or administration in reliance upon or compliance with the provisions of this Article.

ARTICLE XIX - COMPENSATION

- A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. The salary schedule is based upon a normal teaching assignment and on the regular school calendar herein defined.
- B. The salaries to be paid for extra and/or co-curricular activities are set forth in Schedule B which is attached to and incorporated as part of this Agreement.
- C. When asked by an administrator or designee to substitute for another teacher for 15 minutes or more, a teacher shall receive additional compensation at the rate of \$24.00/hour (60 minutes).
- D. Participation in extra-curricular events after the regular school day shall be voluntary.
- E. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance of current I.R.S. mileage rate, payable at the end of the school year upon receipt of an itemized travel voucher. The same allowance shall be given for use of personal cars for field trips or other business of the district approved by the Superintendent.
- F. A teacher engaged during the school day in negotiating on behalf of the Association with representatives of the Board or participating in any professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary.
- G. If a substitute teacher is hired as a full-time professional employee, they will be given credit on the pay scale as follows:
 1. Seventy (70) days of substitute teaching in one (1) school year or sixty (60) consecutive days in one (1) year shall be equal to one-half (1/2) year of the pay scale.

2. One hundred fifty (150) days of substitute teaching or one hundred twenty (120) consecutive days of teaching in one (1) year shall be equal to one (1) full year of experience.
 3. Written verification of substitute days shall be the responsibility of the teacher seeking employment.
 4. Time shall be allowed only for substitute service in this school district.
- H. A severance payment of one percent (1%) of Step 1 – BA+30/MA of the current year, per year of service, shall be paid upon terminating employment, providing the teacher shall have been employed in this school district for fifteen (15) years.
- I. Teachers may be given full credit, up to a maximum of eight (8) years of experience on the Salary Schedule as set forth in Appendix A for full years of teaching experience in any school district. Credit on the salary schedule may be given at the discretion of the Superintendent up to a maximum of two (2) years for related business or educational experience in the case of newly employed teachers.
- J. At the beginning of each school year teachers shall be advanced to the appropriate step on the salary schedule.

Certified professional employees hired or rehired on a full-time basis after having taught in the District on a less than full-time basis shall earn credit toward advancement on the appropriate salary schedule as follows:

1. An individual who teaches at least one (1) period per day per school year shall receive one-half (1/2) step credit for each two (2) years of employment at such levels.
2. An individual who teaches two (2) periods per day per school year up to the equivalent of a half-day (1/2) assignment, as per the staff in the building assigned, shall receive one-half (1/2) step credit for each year so employed.
3. An individual who teaches more than half-time per school year, but less than full-time, shall receive one (1) full step credit on the appropriate salary schedule for each year so assigned.
4. Individuals who are assigned on a part-time basis, as herein defined, for a semester or more, but less than a normal schedule for a full school year, shall earn salary advancement credit at one-half (1/2) the rate described within provisions 1, 2, and 3. However, no advancement credit will be recognized until such time as the earning of such credit falls within the specifications of provision five (5).

5. It is expressly understood that salary credit experience shall be granted only in half-steps (1/2) or full-steps as per this provision and not in any fractional portions thereof.
- K. The teacher shall have an option of choosing to be paid on a twenty-one (21)/twenty-two (22) or twenty-six (26)/twenty-seven (27) pay period basis. Such option shall be made in writing prior to the end of the first day of school.
- L. Regularly employed part-time teachers will be paid on a prorate basis in accordance with the salary schedule and for fringe benefits. However, preparation periods will not be allowed for any teacher teaching one-half (1/2) time or less.

Due to the nature of guidance counselor and social worker positions, it is permissible to be hired part-time without a specified length of preparation period.

- M. An affirmative attendance policy is hereby instituted and shall be implemented as follows:
 1. Teachers who do not use any sick leave time in any given year shall be compensated at the current substitute teacher rate for three (3) days.
 2. Teachers using no more than one (1) sick leave day in any given year shall be compensated at the current substitute rate for two (2) days.
 3. Teachers using no more than two (2) sick leave days in any given year shall be compensated at the current substitute teacher rate of one (1) day.
 4. Teachers will be paid \$25 for each sick day not used over 110. It is understood that Article X, Letter B, 2. says that sick leave may not accumulate over 110 days, but teachers are credited with 10 days for the school year and may start the year with 120 days.
 5. Teachers who do not use any personal days in any given year shall be compensated at the current substitute teacher rate for (2) days.
 6. Teachers using no more than one (1) personal day in any given year shall be compensated at the current substitute teacher rate for (1) day.
- N. All hours taken by any member of the teaching staff, in order to be applicable to lateral transfer in salary columns, must conform to the following interpretations:
 1. Hours for student teaching shall not count unless approved by the Superintendent prior to enrollment in the course. Approval of any and all credit hours shall not be unreasonably or unjustly withheld by the Superintendent. It is agreed that three (3) term hours shall equal two (2) semester hours.

2. BA+18 - Hours must be taken after the acquisition of the provisional certificate and must be applicable to the permanent/continuing certificate. If hours are not accepted by Department of Education for purposes of permanent/continuing/ professional certification (BA+18 or BA+30), they shall not count at a later date for any other lateral column unless they were taken pursuant to a Masters or Ed Specialists degree, or received prior written administrative approval. Any teacher who shall be required to enroll in a specific course through administrative directive shall be entitled to apply the same toward placement on the appropriate salary schedule. Administrative directives to take certain courses must be in writing and approval forms must be signed.
3. BA+30/MA - The successful completion of twelve (12) additional hours of graduate credit after placement of the BA+18 column will qualify the employee for placement on the BA+30/MA salary schedule provided said hours are approved by the Superintendent and the employee has acquired permanent and/or continuing certification. Exceptions: Hours taken toward a Master's degree in a college-approved program or pursuant to a 30-hour permanent certificate as per D.O.E. R390.1133. It is understood that the teacher proceeds at his/her own peril if the hours taken pursuant to this exception have not received prior approval of the Superintendent and for whatever reason the teacher does not receive either the MA or 30-hour permanent certificate.
4. MA+15 - All hours taken in order to qualify must be taken after the acquisition of the Master's degree, must be in the field of education or teacher certification, and must be at a graduate level. Approval of the Superintendent is required prior to enrolling in the course. A Master's degree which requires forty-five (45) graduate semester hours beyond a Bachelor's degree shall qualify an employee for placement on the MA+15 salary schedule.
5. MA+30 - In order to qualify for this column, all graduate credit hours must be taken past the Master's Degree in Education, approved by the Superintendent, be in the field of education and lead to meaningful professional growth.
6. In order to be eligible to advance to another column, proof of successful completion in the form of a college transcript, copy of the certificate, or a letter from the state Department of Education, Division of Certification, indicating the certificate will be issued, or if a college transcript of a course is not available, a letter from the course instructor or registrar's office will suffice. One of the above-enumerated proofs must be on file with the Superintendent prior to September 5th or January 15th of the year in which the course was completed. No retroactive payment will be permitted for late filing.
7. Adjustment dates for transfer from one salary schedule to another shall be September 5th and January 15th.

- O. Teachers who teach an extra assignment during their planning period, before, or after their regular school day will be compensated additionally on a pro-rata basis the same as any other extra teaching assignment which is curriculum driven at 1/8 for grades 9-12, 1/7 for 6-8, and calculated at the daily/hourly rate for grades K-5. If the schedules change, the same principle referred to above will be followed and will need to be negotiated (i.e. 1/7 for a seven period day).
- P. SCECH credits earned prior to July 1, 2011 will apply to movement on the salary schedule and need Superintendent approval prior to attendance. SCECH credits approved by the Michigan Department of Education (MDE) earned after July 1, 2011 will count for certification, but not movement on the salary schedule.
- Q. SCECH credits will apply to movement on the salary schedule. It is agreed that 10 contact hours will equal 1 SCECH and 3 SCECH's equal 1 semester of credit. SCECH credits must be certified by the State Department of Education and approved by the Superintendent before attending the conference.
- R. Longevity payments shall be provided as follows: After a teacher has completed 15 years of service with Olivet Community Schools, he/she will receive an annual stipend of \$1,475.00. A teacher with 20 or more years of service with the District will receive a stipend of \$1,975.00 A teacher with 25 or more years of service with the District will receive a stipend of \$2,275.00. The stipend will be paid in the last pay in June.
- S. A teacher formally submitting their resignation to the Superintendent or Board of Education between December 1 and February 1 of their last year will be compensated \$1,600.00. The teacher will be paid the first pay in May. The teacher must have been employed as teacher for a minimum of 12 years to qualify for this extra compensation.
- T. A Group Merit Pay system has been developed to provide additional Merit Pay to teachers based on teacher evaluation. The district-wide Merit Pay amount shall be set at \$10,000 to be equally divided among all district employees. Teachers and other employees receiving an ineffective evaluation are not eligible for Merit Pay.

ARTICLE XX - INSURANCE PROTECTION
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- A. Beginning August 1, 2011, the Board shall make available Blue Cross Blue Shield's Simply Blue High Deductible Health Plan (HDHP) (\$1,250 single; \$2,500, 2-person and full family) and Blue Advantage Rx, XVA insurance protection for a full twelve (12) month period for the employee's entire family. It is the employee's responsibility to sign up for this coverage. The insurance premium will be paid by the district. If an insurance rate increase puts the contract in violation of PA 152, then the Association and District will be allowed to negotiate a settlement that puts the contract in compliance with the law.

- B. Teachers may select one of the following fringe benefit plans:
1. For those enrolled in Plan A, this shall be, inclusively and limited to the same, BCBS Simply Blue HDHP, EHIM self-funded Rx, 5/25/50, Self-funded Dental Plan through ADN (80/80/80), \$1000 annual maximum; \$1,300 orthodontics lifetime maximum; twenty-five thousand dollars (\$25,000) negotiated life, \$25,000 AD&D, and vision similar to VSP-2 self-funded through ADN.
 2. For those employees not wishing health insurance, coverage shall be as follows: Self-funded Dental Plan through ADN (50/50/50), \$1,000 annual maximum; \$1,300 orthodontics lifetime maximum; vision insurance similar to VSP-3 self-funded through ADN, and twenty-five thousand dollars (\$25,000) in negotiated life insurance, \$25,000 AD&D. In addition for employees selecting the above, the coverage may be supplemented by any MEA Financial Services, MEA or NEA sponsored options. The cash-in-lieu payment will be \$7,500/year or \$625/month. For the 2013-2014 school year, CIL will be reduced to \$425/month.
- C. Teachers shall be provided LTD at the following specifications: 70%, \$3,500 maximum, 60 calendar days - modified fill, Freeze on offsets, Alcoholism/drug addiction 2 years, Mental/nervous 2 years.
- D. Teachers subscribing to medical insurance are expected to attend the training that will be offered several times. If a teacher is having difficulty with their insurance, they need to communicate their concern with the Business Office or directly with Centennial Group. If the issue is unresolved, they may notify the OEA President in writing, explaining their concern and what they have done to resolve it. If there are several concerns and instances of dissatisfaction, the OEA Board may be convened to discuss the matter. The Superintendent and/or Business Director/Centennial Group Representative will be allowed to present at the meeting as well. If the OEA Board determines the coverage to be unsatisfactory, they may ask the OEA membership for a vote for a reopener of the Master Agreement for insurance/co-pay only.
- E. If a husband and wife are members of the same bargaining unit, one will be eligible for B-1 and the other B-2 as described in Sections B-1 and B-2 of this Article.
- F. During the life of this contract no options other than those listed herein shall be added to and/or become a part of the Plan Program at District expense.
- G. The Board shall allow the Tax-Deferred Annuity plans with (6) six companies through salary reduction pursuant to Section 403b and 457b of the IRS code of 1954 and 2001, as amended. Additional companies maybe added if there are at least (5) five enrollees.
- H. An employee that teaches at least ten (10) days in any month of the school year will have the fringe benefits continued at the employer's expense as above specified for that month. Any employee that teaches less than ten (10) days in a month may continue fringe benefits at his/her own expense provided it is allowed by the carrier of the insurance.

An employee that teaches at least ten (10) days in any month ... "shall include any and all paid leaves granted pursuant to Article X of the Master Agreement." It is recognized that holidays, vacations and other periods when school is not in session as negotiated in the school calendar and that "Act of God" days shall serve as exceptions to the requirement for teaching ten (10) days in any month.

- I. An employee that works the entire school year (9 months) will be entitled to twelve (12) months of insurance.
- J. Payroll deduction shall be available for all current MESSA Programs. Any additions other than the above shall be made by a joint decision of the Board and the Association.
- K. The District will develop and implement a Section 125 Plan (cash in lieu of benefits for contributions to insurance plans). The District will choose the organization, which administers the Section 125 plan. In addition, the district shall provide a Flexible Spending Arrangement (FSA) within IRS guidelines beginning January 1, 2012 that teachers may participate in.

ARTICLE XXI - GRIEVANCE PROCEDURE
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- A. A grievance shall be an alleged violation, misinterpretation or misapplication of the expressed terms of the contract.

The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

- 1. The termination of services or failure to re-employ any teacher.
 - 2. It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).
 - 3. Matters that are considered prohibited subjects of bargaining.
- B. The Association shall designate building representatives to handle grievances when requested by the grievant. The Board hereby designates the principal of each building to act as its representative at Level One as hereinafter described and the Superintendent or his/her designated representative to act at Level Two as hereinafter described.
 - C. The term "days" as used herein shall mean days in which school is in session.
 - D. Written grievances as required herein shall:
 - 1. Be signed by the grievant, grievants or the Association.
 - 2. Be specific.
 - 3. Contains a synopsis of the facts giving rise to the alleged violation.

4. Cite the section or subsections of the contract alleged to have been violated.
5. Contain the date of the alleged violation.
6. Specify the relief requested.

Any written grievance not substantially in accordance with the above may be rejected as improper. Such rejection shall not extend the time limits hereinafter set forth except a grievance shall be returned for correction to the grievant. If the time limits have expired, the grievant shall have one (1) day in which to correct the grievance and resubmit same before the grievance shall be denied as untimely.

E. Teachers are encouraged to informally discuss a matter with the principal prior to filing a grievance if they are comfortable doing so.

F. Grievance Timelines

1. Level One - A grievant shall, within five (5) days of the alleged occurrence of the grievance, orally discuss the matter with the building principal in an attempt to resolve the grievance. If no resolution is obtained within three (3) days of the discussion, the teacher shall reduce the grievance to writing and proceed within five (5) days of the Level One discussion to Level Two.
2. Level Two - A copy of the Level Two written grievance including a statement of the Association's position shall be filed with the Superintendent or his/her designee within five (5) days of the Level One discussion.
 - a. Within five (5) days of receipt of the Level Two grievance, the superintendent or his/her designee shall schedule a meeting with the grievant and/or the designated Association representative (at the option of the grievant) to discuss the grievance.
 - b. Within five (5) days of the meeting, the Superintendent or his/her designee shall render his/her decision in writing, transmitting a copy of the same to the grievant, the Association President, the Association Grievance Chair and the building principal.
 - c. If no decision is rendered within five (5) days of the meeting, or the decision is unsatisfactory to the grievant, the grievant may appeal to the Board of Education. In order to appeal, the grievant will file a written grievance (along with the decision of the Superintendent) with the Secretary to the Board of Education within ten (10) days from the decision or ten (10) days from the meeting if no decision is rendered.
3. Level Three - The Board shall establish a committee of three (3) Board members for the purpose of hearing grievances at the board level.
 - a. Upon proper appeal by the grievant as specified in Level Two, the committee shall meet with the Association representatives and/or the grievant as well as the administrative representatives for the purpose of hearing the grievance within ten (10) days.

- b. The committee shall then prepare a report to be given to the full Board containing its recommendation and the Board shall, at its next regularly scheduled or special meeting (whichever shall come first), render its decision on the grievance in writing.
 - c. A copy of the written decision of the Board shall be forwarded to the Superintendent, the building principal, the grievant, the Association President and Grievance Chair.
4. Level Four - Individual teachers shall not have the right to process a grievance at Level Four.
- a. If the Association is not satisfied with the disposition of the grievance at Level Three, it shall, within twenty (20) days after the decision of the Board, refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he/she shall be selected by the American Arbitration Association in accordance with its rules.
 - b. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels. Each party shall submit to the other party, not less than three (3) days prior to the hearing, a pre-hearing statement alleging facts, grounds and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.
 - c. The decision of the arbitrator shall be final and binding upon employees, the Board and the Association; subject to the right of the Board or the Association to judicial review. Any lawful decision of the arbitrator shall be forthwith placed into effect.
 - d. Powers of the arbitrator are subject to the following limitations:
 - 1). He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - 2). He/she shall have no power to establish salary scale not specifically provided in the contract.
 - 3). He/she shall have no power to interpret state or federal laws.
 - e. After a case on which the arbitrator is powered to rule has been referred to him/her, it may not be withdrawn by either party except by mutual consent.
 - f. If either party disputes the arbitrability of any grievance, the arbitrator shall issue his/her opinion thereon prior to proceeding to the merits of the case.

- g. The cost of the arbitrator shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.
- G. Should a teacher or the Association fail to institute or appeal a decision within the time limit specified, the grievance shall automatically be denied.
- H. All preparation, filing, presentation or consideration of grievances shall be done outside the contracted school day, unless the administration shall give its prior approval.
- I. Time limits may be extended by written mutual consent only.

ARTICLE XXII - SCHOOL IMPROVEMENT
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- A. A School Improvement Plan (SIP) shall be defined as a plan, program, or process required under Section 1277 of the School Code of 1976 (1990 P.A. 25) or corresponding provisions of the State School Aid Act, 1979 P.A. 94, as amended.
- B. Individual membership in any School Improvement Team (SIT) shall be voluntary.
- C. Areas identified for school improvement planning are not intended to extend beyond the scope of the traditional decision-making authority of building level administrative staff.
- D. Recommendations made by any site-based committee or School Improvement Team at the building or District level which would necessitate waiver of a provision of this contract, such recommendation shall be subject to approval by the Board and the Association.

ARTICLE XXIII – MENTOR TEACHERS
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- A. Each bargaining unit member in his/her first three (3) years in the public schools or in his/her first year of teaching at Olivet Community Schools shall be assigned a mentor teacher. The mentor will be chosen by the administration with input from the Association President and hired by the Board.
 - 1. General criteria for mentor teacher selection will include:
 - a) have demonstrated an excellence in teaching;
 - b) have demonstrated an ability to work with adults;
 - c) participating in professional development to remain current and maintain a high level of expertise.

- B. The mentor teacher shall be available to provide professional support, instruction, and guidance to the new teacher. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources, and information in a non-threatening, collegial fashion.
- C. Mentor teacher assignments will be made in accordance with the following:
 - 1. The mentor will be a tenured member of the Olivet teaching staff whenever possible.
 - 2. Participation as a mentor teacher shall be voluntary. Participation as a mentor teacher shall be compensated, according to Schedule B.
 - 3. Every effort will be made to match mentor teacher/new teacher who work in the same building and have the same area of certification.
 - 4. Efforts will be made to provide reasonable release time so the mentor teacher may work with the new teacher. Where possible, the mentor teacher and new teacher shall be assigned a common preparation time.
 - 5. The mentor/new teacher assignment shall be for one (1) year, subject to review at any time. This assignment may be renewed in succeeding years.
- D. The purpose of the mentor/new teacher match is to acclimate the new instructor and to provide necessary assistance toward quality instruction. The Board and the Association agree the relationship shall be confidential. However, it is mutually understood that this confidentiality may need to be broken if instances of child abuse/neglect, sexual harassment, or other unprofessional conduct, defined by the mentor and directly related to the teaching assignment, are revealed.

ARTICLE XXIV - NEGOTIATION PROCEDURE

- A. By March 1 of the year in which the contract expires, either party may, upon written notice to the other party, initiate negotiations for a successor agreement.
- B. There shall be three (3) signed copies of the final Agreement on record. A copy shall be retained by the Board, the Association and the Superintendent.
- C. The Superintendent and the designated Association representative may meet as necessary at the request of either party for the purpose of reviewing the administration of the contract and to resolve any problems which may arise. These meetings are not intended to bypass the grievance procedure.

Neither party in the negotiations shall have any control over the selections of the negotiating representatives of the other party.

ARTICLE XXV - COMPLETION OF AGREEMENT

- A. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, voluntarily and unqualifiedly waive the right, and each give that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. Matters of common concern may be subject to negotiations during the period of this Agreement upon consent of both parties.

ARTICLE XXVI - MISCELLANEOUS PROVISIONS

- A. This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the Board and the Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.
- B. Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of the agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties.
- C. If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be deemed null and void except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. The Board and Association will share the cost of printing final copies of this Agreement.
- E. The Community School Program does not come under the terms and provisions of this Agreement.
- F. The district will pay for fingerprinting and background checks made for all current teachers, as it pertains to PA 138 of 2005.

**ARTICLE XXVII - ANNEXATION, CONSOLIDATION,
CHANGE IN SCHOOL BOUNDARIES**

- A. During the life of this Agreement, if annexation, consolidation, or the boundaries of the school District change, the Board agrees to notify the Association, in so far as it is in the ability of the Board to do so, in advance so the Association may bargain the effects, if any, of that change on its members prior to implementation.

ARTICLE XXVIII - DURATION OF AGREEMENT

This Agreement is entered into on March 15, 2013, ratified on March 22, 2013, and Board approved on March 25, 2013.

Article I and IV of this Agreement shall be given immediate full force and effect upon ratification of the Agreement by the parties.

All other Articles, Schedules, Appendices, and Letters of Agreement associated with this contract shall be in effect beginning on the 1st day of July, 2013 and shall continue in full force and effect through the 30th day of June, 2016.


FOR THE BOARD OF EDUCATION

FOR THE ASSOCIATION


Patricia Sheets
President, Board of Education


Douglas A. Ili
Olivet EA PN Chair


Irene Perry
Secretary, Board of Education


James R. R.
Olivet EA President


Blake Ridd
Superintendent of Schools


Freya B. Nederman
MEA Uniserv Director

SCHEDULE A 2013-2014 SALARY SCHEDULE

Teachers Insurance: BCBSM Simply Blue \$1250/\$2500 effective 08-01-2011

Fully Paid Steps / Columns for the 2013-14 school year

Level Step	BA	BA+18	BA+30/MA	MA+15	MA+30
1	35,621	36,669	37,710	38,717	39,796
1.5	36,489	37,554	38,625	39,678	40,761
2	37,358	38,439	39,539	40,640	41,726
2.5	38,223	39,328	40,456	41,580	42,698
3	39,089	40,218	41,373	42,520	43,670
3.5	39,953	41,114	42,288	43,463	44,637
4	40,818	42,010	43,203	44,406	45,605
4.5	41,679	42,898	44,119	45,361	46,570
5	42,541	43,786	45,034	46,317	47,536
5.5	43,404	44,674	45,953	47,241	48,506
6	44,266	45,563	46,872	48,165	49,477
6.5	45,132	46,451	47,785	49,108	50,447
7	45,997	47,339	48,698	50,052	51,416
7.5	47,031	48,409	49,796	51,182	52,576
8	48,066	49,479	50,893	52,312	53,735
8.5	49,106	50,543	51,992	53,440	54,895
9	50,147	51,608	53,091	54,569	56,054
9.5	51,180	52,677	54,193	55,702	57,218
10	52,214	53,746	55,295	56,835	58,381
10.5	53,251	54,817	56,393	57,959	59,537
11	54,289	55,887	57,491	59,082	60,692
11.5	55,768	57,406	59,369	61,017	62,674
12	57,246	58,926	61,247	62,952	64,657
13	59,401	61,144	63,553	65,322	67,091

Longevity

15 Years +	1475
20 Years +	1975
25 Years +	2275

SCHEDULE A 2014-2015 SALARY SCHEDULE

At the conclusion of the 2013-2014 annual district audit, if the fund balance exceeds the 2012-2013 district audited fund balance, the district agrees to give half of the difference to the OEA for a one-time off-schedule payout. Total payout amount shall include district paid FICA and retirement and shall be paid in the 2nd payroll in December 2014.

The parties agree that they will meet prior to April 1, 2014 to begin negotiations for salary and insurance provisions for the 2014-2015 school year.

SCHEDULE A 2015-2016 SALARY SCHEDULE

The parties agree that they will meet prior to April 1, 2015 to begin negotiations for salary and insurance provisions for the 2015-2016 school year.

SCHEDULE B - EXTRA CURRICULAR SALARIES

SCHEDULE B POSTINGS AND CONTRACTS: The Board and the Association agree that any paid extra-curricular position beyond a teacher's regular duties shall be referred to in Schedule B. When any vacancy occurs for a Schedule B position, the Administration shall publicize the same by giving written notice of such vacancy to the Association President and provide for appropriate posting in the teacher's workrooms and/or teacher's lounges. The vacancy shall remain posted for a period of 10 business days.

For each Schedule B position, there shall be a written job description. Teachers agreeing to fill a Schedule B position shall be presented with a written contract including said job description, position assigned, dates of employment, and salary.

NEW POSITIONS: The Board and the Association agree that newly created positions shall be placed in the appropriate salary category upon the development, submission, review, and approval of a written job/responsibility description and rationale with regard to need for the proposed new activity or sport. Said description and rationale shall be submitted to the Superintendent of Schools who shall then assemble a three (3) person committee consisting of himself/herself or his/her designee, a building principal, and the President of the Association to review and approve or disapprove of the request(s). The committee's decision shall be final subject to review only by the Board of Education.

It shall be the Responsibility of the person(s) advocating the new positions(s) to develop and submit the written documents indicated herein. No person or persons may appear before the committee to discuss said position(s) prior to the committee's review of the submitted documents nor direct a request to have same reviewed by the Board of Education.

REVIEW OF EXISTING POSITIONS: It is clearly understood that the three (3) member committee has the power, upon written request which shall include rationale for the change desired, to review the placement of existing positions in wage categories and to recommend to the Board that, because of changes in duties/responsibilities, etc., they be assigned to a higher or lower compensation category. It is understood that:

- A. Individuals wishing a change must go through this process and may not appeal directly to the Board of Education for a change.
- B. The committee, if the party affected has not initiated the request, in the event of an adverse recommendation, shall call the individual(s) before it asking for documentation to dispute the recommendation. In the event the committee's recommendation adversely affects the individual, he/she shall have the right to appeal directly to the Board.
- C. The Board of Education's decision, based upon the recommendation of the committee and/or an appeal, shall be final and binding on all parties.

SCHEDULE B - EXTRA CURRICULAR SALARIES

Per the negotiated contract: All Schedule B compensations for percentage-based positions will have a 5% decrease in total wages for the 2013-14 school year only (for example, if a coach's compensation would calculate out to be \$3,000, then the 5% would come off the calculated amount. This would be a \$150 reduction).

Non-Athletic Activities

(Percentages are based on the BA column, plus years of experience in the activity) Updated October, 2007

CURRICULUM & INSTRUCTION

Curriculum Coordinator for ELA, Math, Science, Social Studies	\$750.00/yr*
Curriculum Coordinators for PE, Health, Fine Arts, Special Ed., Computers and Technology are paid hourly with approval of Curriculum Director	\$25.00/hour
Curriculum Liaison	\$15.00/hour
Curriculum Writing	\$15.00/hour
Tutoring (minimum 10 students)	\$21.89/hour
Mentor	\$500.00/year
Summer School Teacher	\$21.89/hour

QUIZ BOWL (Min. 7)

Quiz Bowl	3.00%
Quiz Busters	1.50%

FFA

Advisor-HS	8.00%
Summer	2.00%
Advisor-MS	2.00%
Complete Added Cost Grant	1.00%

SCIENCE OLYMPIAD

High School (Min. 7)	3.00%
Middle School (Min. 7)	3.00%

DRAMA

High School Director (Per Play)	5.50%
Musical Director	4.50%
Musical-Orchestra	3.00%
Musical-Vocal	3.00%
Middle School Play	4.50%

MUSIC

Choir Director	5.00%
Band Director	11.00%
Pep Band	2.00%
Summer Band	2.50%

MISCELLANEOUS

Driver's Ed Director	\$1,000.00/year
Driver's Ed Instructor	\$20.00/hour
Detention Supervision	\$15.00/hour
Lunch Duty	\$10.00/hour
Saturday School Supervisor	\$15/\$20/hr #
4 th Grade Trip Coordinator	2.00%
5 th Grade Camp Coordinator	3.00%
Community Service Coordinator	4.00%

ADVISORS

National Honor Society	5.00%
Yearbook	1.00%
9 th Grade	1.00%
10 th Grade	2.00%
11 th Grade	3.00%
12 th Grade	1.00%
HS Student Council	4.50%
MS Student Council	4.00%
FPE Student Council	1.00%

MISC-OPEN EQUALLY TO ALL

EMPLOYEES

Worksite Coordinator	\$200/student
Homebound	\$20.00/hour
Ticket Taker	\$9.00/hour

***A minimum of 40 hours of work outside the normal work day is expected. If approved by the Superintendent, additional hours may be approved at the rate of \$25/hour.**

#\$15.00/hour for 1-5 students; \$20.00/hour for 6+ students

Overnight Trips: Teachers (subject to administrative approval) taking students on trips who are on duty at night and spend the night will earn one extra personal day for each two days/nights of the trip or a proration of this rate.

SCHEDULE B – EXTRA CURRICULAR SALARIES
Athletic Activities

(Percentages are based on the BA column, plus years of experience in the activity)

FOOTBALL

Head Coach	12.00%
Assist. Varsity Coach	8.50%
Assist. Coaches (3)	6.50%
Fresh. Coach (Min. 17)	6.50%

GOLF (Min. 7)

Head Coach	6.00%
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SOCCER (Min. 15)

Head Coach	6.00%
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CROSS COUNTRY (Min. 7)

Head Coach	6.00%
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BASKETBALL

Head Coach	12.00%
JV Coach	7.50%
Fresh. Coach	6.50%
MS Coach	5.00%

FALL CHEERLEADING

Varsity Sideline (Min. 7)	4.00%
JV Sideline (Min. 7)*	3.00%

WINTER CHEERLEADING

Varsity Sideline (Min. 7)	4.00%
JV Sideline (Min. 7)*	3.00%

MS CHEERLEADING

8 th Grade (Min. 7)	2.00%
7 th Grade (Min. 7)	2.00%

TRACK

Head Coach	10.00%
Assist. Coaches (3)	5.50%
MS Head Coach	5.00%
MS Assist. Coaches (2)	3.00%

SOFTBALL

Head Coach	8.00%
JV Coach	6.00%

BASEBALL

Head Coach	8.00%
JV Coach	6.00%

WRESTLING

Head Coach	12.00%
Assist. Coach (Min. 20)	4.50%
MS Coach	4.50%

VOLLEYBALL

Varsity Coach	9.00%
JV Coach	6.50%
Freshman Coach	5.00%
MS Coach	4.50%

FITNESS PROGRAMS

Fitness Center Supervisor	\$8.00/hour
After School Fitness Programs	
Coordinator	3.00%
Coach	1.50%

*1% will be added to above stipend for Competitive Cheer responsibilities; 0.5% if split V sideline and JV sideline

APPENDIX A - 2013-2014 SCHOOL CALENDAR



August 26, 2013		New Employee Orientation
August 27		New Employee Orientation
August 28		Teacher PD/No School for Students/Employee
Breakfast		
August 29		Teacher PD/No School for Students
August 30		No School
September 2		No School – Labor Day
September 3		First day of School for Students (as required by the State)
September 30		Teacher PD/No School for Students
Oct. 21-Oct. 24		Parent Teacher Conference Week
“		K-5 th P.T. Conferences: As scheduled by staff
October 22		6 th -12 th P.T. Conferences: 5:30 to 8:30 p.m.
October 24	AM	½ Day for Students/Full Day Teachers
“		6 th -12 th P.T. Conferences: 12:00 to 3:00 p.m.
October 25		6 th -12 th P.T. Conferences: 5:30 to 8:30 p.m.
November 1	PM	No School for Students & Teachers
November 4		½ Day Students/Full Day Teachers
November 27		Second Qtr. Begins
November 28 & 29		Teacher PD/No School for Students
December 20		No School – Thanksgiving Break
December 23-January 3		Last Day of School before Holidays
January 6, 2014		Holiday Break
January 20		School Resumes
January 23	AM	No School for Students & Teachers
January 24	PM	½ day for Students/Full Day for Teachers
January 27		½ day for Students/Full Day for Teachers
January 28		Records Day/No School for Students
February 17		Second Semester Begins/Third Quarter Begins
March 10 – 13		Teacher PD/No School for Students
“		Parent Teacher Conference Week
March 11		K-5 th P.T. Conferences: As scheduled by staff
March 13		6 th -12 th P.T. Conferences: 5:30 to 8:30 p.m.
March 14		6 th -12 th P.T. Conferences: 5:30 to 8:30 p.m.
March 31		No School for Students & Teachers
April 4	AM	4 th Quarter Begins
April 7-11		½ Day for Students/Full Day for K-8 Teachers
April 18		Spring Break
May 2		No School for Students & Teachers
May 26		Teacher PD/No School for Students
June 1		No School – Memorial Day
June 11	PM	Graduation
		Last Day of School – ½ day for Students/Full Day for Teachers

*Adjustments may need to be made to this calendar based on inclement weather, State of Michigan guidelines, or other factors.

Student Days = 175 Teacher Days = 182

APPENDIX B - GRIEVANCE REPORTING FORM

Grievance # _____ School District Distribution

1. Superintendent
2. Principal
3. Association President
4. Association VP
5. Teacher

GRIEVANCE REPORT

Submit to Principal in duplicate.

Building	Assignment	Name of Grievant	Date Filed
_____ / _____	_____ / _____		

LEVEL ONE

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance

2. Relief Sought

C. Disposition by Principal

Signature Date

D. Position of Grievant and/or Association

Signature Date

LEVEL TWO

A. Date received by Superintendent of Designee _____

Signature Date

B. Position of Grievant and/or Association

Signature Date

LEVEL THREE

A. Date received by Board of Education or Designee _____

B. Disposition by Board

Signature Date

LEVEL FOUR

A. Date submitted to Arbitration _____

B. Disposition and Award of Arbitrator

Signature of Arbitrator Date

APPENDIX C: COURSE APPROVAL FORM: ARTICLE XIX N

I, _____, plan to enroll in _____,
(Name of course and number)
at _____ University, College, on _____ (date).

The course is for _____ semester hours (3 term credits equal two semester hours),
and will be completed on _____ (date). This graduate credit level

course should qualify based on one of the following:

_____ It is part of my college approved plan for a MA.

_____ It is part of my college approved plan for a permanent/continuing certificate to be issued
by the Department of Education.

_____ BA + 18

_____ BA + 30

_____ It is applicable to my current teaching assignment (please attach copy of course
description).

_____ Meets criteria listed in Article XIV, Letter B.

Date: _____ Teacher: _____

The foregoing course(s) have been (have not been) approved on _____, (date)

Signature of Superintendent

cc: Teacher
Building Principal(s)
Original: Personnel file

APPENDIX D: GRADUATE CREDIT REIMBURSEMENT FORM

Below is a checklist to be completed to obtain reimbursement for college courses at \$120/semester credit:

1. ___ A graduate college course must have approval by the Superintendent prior to enrollment in the course. (See Appendix C)
2. ___ Teachers wishing to receive reimbursement shall provide a transcript/report card to the Superintendent within 30 days of their receipt of the transcript/report card.
3. ___ Reimbursement for the course can be requested at the time the Superintendent receives the course transcript/report card and cannot be sought more than one year after the Superintendent receives the course transcript/report card.
4. ___ Only graduate college classes in which the teacher earns an 80% or B or better (pass on a pass/fail system or credit on a credit/no credit system) are eligible for reimbursement.
5. ___ Attach copies of the signed Course Approval Form, transcript/report card to this form. Course name and number to be reimbursed _____.
6. Amount requested _____, number of credits earned _____.
7. Books, materials, and fees are not eligible for reimbursement.
8. Reimbursement can only be considered for the following types of graduate courses:
 - Graduate courses directly related to the teacher’s teaching assignment or area of certification
 - Graduate courses leading to an additional certification as agreed upon with the Superintendent
 - Graduate courses in school leadership
 - Graduate courses in school counseling
 - Teachers who have completed coursework in a planned program that does not meet the above guidelines at the time of the ratification of the contract.
9. In the event the teacher leaves the district (except in the case of layoff) before completing one year of service from the date of course completion, the said teacher will be expected to refund the reimbursement. The Board has the right to deduct the refund from the last paycheck if not received by the processing time of the last paycheck for that school year.

Signature applied that above criteria has been met.

Teacher Signature _____ Date _____

This reimbursement is approved / disapproved.

Superintendent Signature _____ Date _____

APPENDIX E: ASSOCIATION REPRESENTATION FORM

I, _____, a member of the OEA, request:

_____ to waive my right to have an association member present.

_____ to have an association member present.

Signature of Member

Date

Signature of Administrator

Date

Olivet Community Schools Leave Request Form

<p>Employee Name _____ Date _____</p> <p>I hereby request leave on (date): _____ for the purpose of: _____ AM _____ PM _____ All Day _____ Personal Day _____ Sick Leave _____ Vacation _____ Other (explain) _____</p> <p>Professional or School Business (complete Conference Information and give to your building secretary) Substitute Required? Yes _____ No _____ Teachers, please call for a substitute as soon as you have Principal approval.</p> <p>*Family Medical Leave Act Will this sick leave extend three or more days? YES _____ NO _____ When a leave is foreseeable, at least 30 days notice is required Purpose of Leave: _____</p> <p>First day off: _____ Anticipated Return Date: _____ Number of accumulated sick days to be used (if applicable): _____</p> <p>Please allow a minimum of two (2) days notice for teachers and five (5) days notice for support staff for processing this request. Refer to your Master Agreement and/or Employee Handbook for definitions of approved absences listed below.</p>	<p style="text-align: center;">Conference Information Please attach a copy of the registration form</p> <p>Title _____ PO# _____ Fee \$ _____ Acc'd by _____ Office use only _____</p> <p>Please check ALL that apply:</p> <ul style="list-style-type: none"> * Registration I am already registered by phone, mail or fax. _____ Please fax the attached registration form. _____ Please mail the attached registration form. _____ I will register on site. _____ * Payment Send a check with the registration form. _____ I will take the check and pay on site. _____ (Please allow one (1) week for processing.) Mail or fax a purchase order with the registration form. _____ <p>Complete a reimbursement form when you return from the conference for other expenses.</p>
<p>Employee Signature _____</p> <p>Principal/Supervisor Signature _____</p> <p>Superintendent Signature _____</p>	<p style="text-align: right;">Date _____ () Approved Date _____ () Denied Date _____</p>

White: Payroll Office Yellow: Building Secretary Pink: Employee

APPENDIX G: EXTRA DUTY AGREEMENT

This agreement is intended to ensure there is not confusion about this added assignment and to clarify the compensation agreement. Teachers are not eligible for this extra compensation if they are on an extended leave (not planning, teaching, grading, and recording grades).

_____ (Teacher) agrees to the following extra

duty assignment: _____

Compensation Agreement: (please show how this was calculated)

Teacher/Date

Principal/Date

Superintendent/Date

OEA President/Date

APPENDIX H: SICK BANK DONATION

Olivet Community Schools

**VOLUNTARY CONTRIBUTION TO THE SICK LEAVE BANK FOR SERIOUS ILLNESS/INJURY
DONATION FORM**

Each year, OEA members may contribute one or more (to a maximum of ten days per year) to the Voluntary Contribution Sick Leave Bank. This was established for the purpose of providing teacher income protection in the event of a personal illness or injury that exhausts the accumulated sick leave before income protection insurance (Long Term Disability Insurance) begins or the teacher recovers and is able to return to work and is released from the physicians care. In addition, a teacher may apply for these days to care for their spouse's or child's critical illness or injury, or spouse's/child's untimely death. Please refer to the OEA Master Agreement for more complete details at Article X, ¶ I.

To be completed by the teacher donating sick days.

Name: _____ SS# _____

Building: _____ Email Address: _____

- Donations must be made in one (1) day increments. All Sick Leave days donated will be added to the Voluntary Contribution Sick Leave Bank per the OEA Master Agreement.
- Teachers requesting days to be contributed must do so by April 1st of each school year unless the Bank has less than five (5) days available.
- This contribution is an irrevocable contribution.
- Days in excess of 120 may not be contributed to the Bank.

Please indicate the days of sick leave to be donated:

_____ Day(s) of Sick Leave to be donated

- I understand that my donation of sick day(s) is voluntary and confidential.
- I understand that my sick leave balance will be decreased by the amount of those days contributed.
- I understand that my sick leave donation is irrevocable and will be applied to the Voluntary Contribution Sick Leave Bank (aka Bank) and I will have no say of who may ultimately receive days from the Sick Leave Bank.
- I have reviewed the OEA Master Agreement Article X ¶ I and agree to the expectations of the agreement regarding the Sick Leave Bank.

Teacher Signature

Date

PLEASE RETURN THIS FORM TO THE DIRECTOR OF BUSINESS

Your request to donate _____ sick day(s) is:
_____ APPROVED _____ DENIED (reason) _____

Director of Business

Date

*Distribution: Copy to Employee
Payroll
Sick Bank File*

APPENDIX I: SICK BANK APPLICATION

**OLIVET COMMUNITY SCHOOLS
APPLICATION TO RECEIVE DONATED SICK DAYS**

**AN EMPLOYEE REQUESTING TO RECEIVE DONATED SICK DAYS MUST MEET THE ELIGIBILITY CRITERIA LISTED BELOW PER THE OEA MASTER AGREEMENT.
Completed applications are to be submitted to the Director of Business.**

Employee Requesting Days: _____ # of Days Requested: _____

ELIGIBILITY CRITERIA

- A) The teacher may apply only in situations of critical need such as cancer or other life threatening illness or death of a family member, to include a spouse or child. The teacher must request coverage under the Family Medical Leave Act (FMLA) if applicable.
- B) The Bank is not available for day-to-day occasional absences unless related to critical need as listed above. The days may not be used for elective surgery, drug/alcohol treatment or extending maternity/paternity leave unless significant medical need exists in accordance with these guidelines.
- C) The number of days available to be granted shall be computed as follows:
Number of completed years of service in the district multiplied by three (3) equals the number of Eligible Days with a maximum of 90 days to draw from the Bank.
- D) The U. S. Department of Labor form "Certification of Health Care Provider for Employee's Serious Health Condition" (Forms WH-380-E) or Certification of Health Care Provider of Family Member's Serious Health Condition (Form WH-380-F) may be required every thirty (30) days of absence from those drawing from the Voluntary Sick Leave Bank. If there is a cost incurred for the completion of the form, the teacher is responsible for paying the cost. The teacher will sign a HIPPA release as it may be necessary for this information to be reviewed with the Committee. All information will be held in strict confidence.
- E) The teacher must use all personal days and all sick days prior to receiving any days from the Bank.

Attached is my written request indicating the need to receive donated days from the Sick Leave Bank. I certify that I have reviewed the contract language in Article X, ¶ 1 of the OEA Master Agreement. I understand that I will need to repay the Bank for the days I received as indicated in the referenced agreement.

Employee's Signature Date

Sick Leave Bank Committee

Notification Received: _____ Copy to OEA President: _____
 Documentation Received: _____
 Request Approved: _____
 Request Denied: _____ Reason: _____

Committee Signature Date

Per OEA agreement dated July 1, 2010 - June 30, 2013
Article XI