

# MASTER AGREEMENT

Between the

Olivet Education Association/  
ECEA Master Agreement  
(Teacher Association)

And the

Olivet Board of Education

2018-2021

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## INTRODUCTION

This Agreement effective July 1, 2018 through June 30, 2021, 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 include 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.
- D. Great Start Readiness Program (GSRP) teachers are required to meet guidelines and expectations laid out by the Implementation Manual established by the State of Michigan. They are to be evaluated by both Olivet Community Schools Administration and Calhoun Intermediate School District GSRP.

## 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. 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.
- E. 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.
- F. 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.
- G. 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.
- H. Adequate off-street parking facilities shall be provided and properly maintained for teachers' use.
- I. The use of the terms "suitable," "adequate," and "properly" shall be determined by past practice.

- J. 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.
- K. 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 upon request.
  2. Access to a telephone with an outside line.
  3. 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.
- L. 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.
- M. 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 policies 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 - 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 forty (40) minute duty-free lunch. High school teachers will have a thirty-five (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. Requests to leave the building during the day or prior to the end of the day may be granted by the building principal or designee.
  3. In addition to the foregoing, teachers are expected to meet outside the normal workday to attend to those matters which properly require additional time such as consultations with parents and/or students, IEPC meetings, Child Study Meetings, 504 Plans, SIDRs, Personal Curriculum, or building meetings with the administration. These meeting(s) shall be scheduled in consultation with the appropriate OEA member(s). An agenda will be supplied for building staff meetings. Building meetings will be Six (6) 1-hour (6 hours) meetings, six (6) 30-minute (3 hours) meetings for a total of nine (9) hours of meetings. The intent is to provide more opportunities for committee meetings. 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 one (1) meeting a month .
    - i. professional discussion/presentation on topics related to teaching/learning.
  5. Rules of common courtesy and tact are essential for effective and professional communication. Teachers wishing to add an item to the meeting agenda need to discuss it with the building administrator at least twenty-four (24) hours prior to the meeting. Issues that could be deemed a complaint about a teacher or an administrative decision

must first be discussed with the administrator in an attempt to resolve the issue in a more private setting before requesting it be added to the agenda. It is mutually understood that not all topics are appropriate or legal to discuss in a group setting or through group e-mail.

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 XVI - Compensation. 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 XVI paragraph C.

H. Due to the nature of counselor and media specialist positions, it is understood that they do not have a preparation period.

I. High School Counselor will be paid hourly rate for up to fifteen (15) additional days not included in the contractual calendar days and be given five (5) "flex days". Additional days and Flex Days must be approved by the high school principal.

J. Middle School Counselor will be paid hourly rate for up to 5 additional days not included in the contractual calendar days and be given 5 "flex days". Additional days and Flex Days must be approved by the 6-8 school principal.

\*\*\*Flex Days are defined as days worked outside of contractual calendar traded for days that are on the contractual calendar. An example would be a counselor working on July 15<sup>th</sup>, and then using a "flex day" in February. Flex Days require no additional cost to the district

because counselors do not require substitute teachers to be hired.

## ARTICLE V - 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:

Kindergarten and 1 <sup>st</sup> grade	23 students
2 <sup>nd</sup> through 5 <sup>th</sup> grade	26 students
6 <sup>th</sup> through 8 <sup>th</sup> grade	28 students
9 <sup>th</sup> through 12 <sup>th</sup> grade	28 students
High School 3-D Arts/Shop	22 students
High School Academic Intervention	15 students
Choir	55 students*
Middle School Academic Intervention	15students**
Instrumental Music	Unlimited
Physical Education	40 students
Media Specialists and Counselors	Unlimited
All Classes not specifically listed	28 students

\*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.

3. High school classes that have four (4) or more sections during a school year will have a minimum of twenty (20) students per section. If a section has a number of students lower than the minimum after the first week of the semester, the Superintendent and Building Administrator will determine if that section will continue to be offered. This language is intended to maintain teachers' full-time employment rather than create overages for other teachers. In other words, overages shall not be created with the intention of reducing employees' full-time status.

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:  
At the beginning of the school year or semester time (until count day or the fourth (4<sup>th</sup>) 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. A Teacher Reference 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 seventy-five (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 by entering his/her request for a substitute teacher into the on-line system (currently AESOP), 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.

## ARTICLE VI - CALENDAR

A. Calendars are as set forth in Appendix A.

The calendar shall consist of 180 student days and 184 total days for the 2018-2019 school year. The calendar days for the 2018-2019 school year will be determined at a later date. This includes thirty (30) hours of Professional Development and six (6) hours for data entry and/or exam grading (Records Day). New teachers are required to attend two (2) teacher orientation days prior to the school year starting.

1. 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.
2. A minimum of fifteen is 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 teacher's preparation time, but the teacher still needs to conduct conferences for nine (9) hours outside the work day in the fall and six (6) hours in the spring. Three of those fifteen (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.
3. 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. PD 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 three ( 3) days prior to the PD day.
4. 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.
5. 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 30 (thirty) hours of PD 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 PD 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 PD opportunity as agreed upon in the spring of that school year.
  
- E. During the end of semester Early Release Day in January and end of semester half day in June, because of final exams, high school teachers will not be scheduled to attend PD or staff meetings.  
High school teachers will need to make up the two missed PD/Staff Meeting hours in January at another time agreed upon between the building principal and a majority of the teaching staff. Those times could be (but not limited to): Records day, after school on the first or second Wednesday of the new semester, or a combination of one hour from Records day and one hour on the first or second Wednesday of the new semester.
  
- F. 9-12 teachers will attend and participate in Commencement or must use a half Personal Day. If a K-12 teacher has a son or daughter graduating from OCS, he/she may choose to sit with family in attendance without penalty.
  
- G. In an attempt to increase teacher attendance at the Fall Back-to-School Open House events with an incentive that shows appreciation for this effort, any teacher who attends the entire two (2)-hour Open House event, shall be given a .5 personal day credit in addition to personal days granted to all OEA bargaining unit members in accordance with Article VIII of the Master Agreement. Teachers must verify attendance by signing in and out of the Open House event. When possible, the Open House schedule will be published with ample time for teachers to add it to their personal calendar. This half day will be added to the teachers' Personal Day bank. This .5 day must be used in accordance with guidelines set forth for all other personal days as outlined in Article VIII of the Master Agreement.

**ARTICLE VII - 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 June 1st.
- 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.

**ARTICLE VIII - 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 (.5) 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 ten (110) days, but will be credited with ten (10) days for the school year and may start the year with one-hundred twenty (120).
  3. 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 to request written verification from a physician for an 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 six (6) weeks for a vaginal delivery and 8 weeks for a caesarian delivery). Leave following recuperation time of the mother, is childcare leave, which commences at the conclusion of the disability leave (see Article IX – Unpaid Leaves of Absence, Section A and B).
    - b. Adoption: For the adoption of a child, an employee may use up to ten (10) sick days after the placement of the child in the home.
  4. 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 IX Unpaid Leaves of Absence, 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. No more than three (3) consecutive days may be used. Extenuating circumstances must have prior approval by the superintendent. 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 PD days without discussion with and authorization from the Superintendent.
  4. In the event of an emergency, the two (2) 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.
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 twenty (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) Bereavement Days per school year for death in the immediate family as herein before defined. (See A. 2) Members may make a request in writing to the Superintendent for additional days beyond identified days.
- 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 (10) days per year) to a Voluntary Contribution Sick Leave Bank (known as the "Bank") See Appendix G: Sick Bank Donation and Appendix H: Sick Bank Application.
  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 ninety (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. The "Bank" shall be administered by the District administration. Completed applications for the Bank 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, comprised of the OEA President, 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 be notified of denial or approval of sick days by the Director of Business within three business days of the sick bank committee meeting.
3. All applications should be submitted at least thirty (30) days in advance of the leave request. In emergency situations, the application should be submitted for expedited review as soon as possible.
4. 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 2<sup>nd</sup> opinion from a physician / psychologist.

5. The decision of the Sick Leave Bank application shall be final and is not subject to the grievance procedure.
6. The approval/disapproval of an application and the administration of the “Bank” shall be administered in a manner that is not arbitrary or capricious.
7. Teachers requesting days to be contributed must do so by June 1<sup>st</sup> of each school year unless the “Bank” has less than five (5) days available. This contribution is an irrevocable contribution. Days in excess of one-hundred twenty (120) may not be contributed to the Bank.

<b>ARTICLE IX - UNPAID LEAVES OF ABSENCE</b>
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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. Should a teacher choose to take an unauthorized unpaid day, disciplinary action will be taken, which may include dismissal. 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 X, 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 1/184 one sick day 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 X - 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 XI - PROFESSIONAL IMPROVEMENT**

- A. The Board agrees to provide funds for teachers attending conferences, professional or in-service 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 – Course Approval Form)
  3. Teachers wishing to receive reimbursement shall provide a transcript to the Superintendent within thirty (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 (1) 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 \$150 per graduate credit hour. (See Appendix D) Graduate Credit Reimbursement Form)
  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 (1) 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 XII - CONTINUITY OF OPERATIONS**

- 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 XIII - 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 Association 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 for Summer School and LEAP 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 XIV - 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. Since the teacher's authority and effectiveness of his/her classroom is undermined when students discover there is insufficient administrative backing and support and assistance of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the educational setting. Whenever it appears to the classroom teacher and counselor and/or school social worker that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physician, or professional persons, the administration shall take the following action. The student may be removed from the classroom until a meeting can take place with the parents and the appropriate personnel as determined by the building administrator. If the student has exhibited violent behavior or threatened the teacher with violence, the student will be removed from the classroom until the building administrator has determined an effective course of action. The building administrator will make a determination for corrective course of action concerning the student's behavior in consultation with the parents of the student, the teacher and appropriate personnel. The corrective course of action shall ensure the classroom remains a safe and educationally sound environment.
- C. 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 building's 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 continued 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 be activated continually.
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 XV - 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. Compensation for the 2020-2021 school year shall be reviewed by June 30, 2021 by the parties. The salary schedule is based upon a normal teaching assignment and on the regular school calendar herein defined.

New Hires will be given half of years of credit (not to exceed Step 6) on the Salary Schedule.

Examples:

4 years' experience; new hire would start on Step 2

7 years' experience; new hire would start on Step 3.5

14 years' experience; new hire would start on Step 6 (maximum)

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.

- 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 fifteen (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. 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.
- J. 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.
- K. 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.
- L. 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.
- M. 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.

- N. 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.

- O. 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, or Standard, 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 thirty (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.
- P. 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).
- Q. SCECH credits earned prior to July 1, 2011 will apply to movement on the salary schedule and need Superintendent approval prior to attendance (It is agreed that ten (10) contact hours will equal 1 SCECH and 3 SCECH's equal 1 semester of credit. 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.
- R. Longevity payments shall be provided as follows: Beginning with the 2018-2019 school year, after a teacher has completed fifteen (15) years of service with Olivet Community Schools based on his/her date of hire, he/she will receive an annual stipend of \$1,675.00. A teacher with twenty (20) or more years of service with the District will receive a stipend of \$2,175.00. A teacher with twenty-five (25) or more years of service with the District will receive a stipend of \$2,475.00. The stipend will be paid in the last pay in June. Unpaid days in excess of twelve (12) days per year will delay longevity pay to the following June and thereafter.
- 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 twelve (12) years to qualify for this extra compensation.

## ARTICLE XVI - INSURANCE PROTECTION

- A. For newly hired teachers, insurance coverage will begin on September 1st, or the first day of the month following a date of hiring after September 1st. The medical expense and dependent care assistance plans shall comply with current IRS code.

The Board shall pay no more than the State of Michigan caps for single, two-person and full family medical benefits per Public Act 152 as follows: *...for the medical benefit plan coverage years beginning on or after January 1, 2018, the limit on the amount that a public employer may contribute to a medical benefit plan equals the sum of the following:*

- \$6,560.52 times the number of employees with single person coverage
- \$13,720.07 times the number of employees with individual and spouse or individual plus 1 non-spouse/dependent coverage
- \$17,892.36 times the number of employees with family coverage.

During the life of the contract the annual employer paid amounts shall adjust annually beginning January 1 to the maximum payment permitted per MCL 15.563 as amended by

2013 Public Act 270.

The remaining annual cost for the employee's elected medical plan premiums shall be paid by the employee based on the selected coverage and plan. The employee's bi-weekly medical premium contribution shall be payroll deducted in equal amounts each paycheck through a qualified Section 123 Plan and therefore, will not be subject to withholding. The employer's qualified Section 125 Plan shall include any and all of the provisions necessary for pre-tax contributions to the employee's Health Savings Account (HSA) accounts administered through Health Equity HSA.

Employees may contribute, through payroll deduction and electronic transfer additional money towards their Health Equity HSA up to the maximum amounts allowed by Federal law. Employees will be permitted to modify their contributions on a bi-annual basis in January and July, with the appropriate HSA Payroll Deduction form to be completed and submitted to the Payroll Office by December 15 (with an effective date of January 1) and June 15 (with an effective date of July 1).

Employees may contribute, through payroll deduction and electronic transfer additional money towards their Health Equity HSA up to the maximum amounts allowed by Federal law. Employees will be permitted to modify their contributions on a bi-annual basis in January and July, with the appropriate HSA Payroll Deduction form to be completed and submitted to the Payroll Office by December 15 (with an effective date of January 1) and June 15 (with an effective date of July 1).

B. Teachers may select one of the following fringe benefit plans:

1. Effective August 1, 2018, teachers may elect one of three MESSA plans including MESSA Choices \$1,000/\$2,000 with 10% co-insurance and Saver Rx Mandatory Mail; MESSA ABC Plan 1 \$1,350/\$2,700 with \$0 co-insurance; and ABC Rx Mandatory Mail, HSA; MESSA Choices \$500/\$1,000 with 20% co-insurance and 3-Tier Rx Mandatory Mail. Employees will be responsible for the deductible.

In addition to medical, the district shall provide a Dental Plan through ADN (80/80/80) \$1,000 annual maximum, \$1,300 orthodontics lifetime maximum funded by the district;

Vision Plan similar to VSP-2 through ADN also funded by the district:

\$25,000 life insurance with Accidental Death and Dismemberment (AD&D);

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. Effective November 1, 2014, the cash-in-lieu payment will be \$5,100/year or \$425/month.

C. Teachers shall be provided LTD (Long Term Disability) 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. If spouses are members of the same bargaining unit, one will be eligible for B-1 and the other for B-2 as described in Sections B-1 and B-2 of this Article.
- E. 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, with an employee copy, 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.
- F. An employee that works the entire school year (9 months) will be entitled to twelve (12) months of insurance.
- G. Payroll deduction shall be available for all current Insurance Programs. Any additions other than the above shall be made by a joint decision of the Board and the Association.
- H. 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. An HSA account may also be available with the MESSA ABC HDHP per IRS guidelines beginning August 1, 2018.

## ARTICLE XVII - GRIEVANCE PROCEDURE

- 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 XVIII - SCHOOL IMPROVEMENT**

- 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, shall be subject to approval by the Board and the Association.

**ARTICLE XIX – MENTOR TEACHERS**

- 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 XX - NEGOTIATION PROCEDURE**

- A. By March 1 of the year in which the contract expires, either party may 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 XXI - 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 XXII - 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 Community School Program does not come under the terms and provisions of this Agreement.
- E. The district will pay for fingerprinting and background checks made for all current teachers, as it pertains to PA 138 of 2005.

**ARTICLE XXIII - 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 XXIV - DURATION OF AGREEMENT**

This Agreement is entered into on September 10, 2018 OEA ratified on September 5, 2018, and Board approved on September 10, 2018.

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, 2018 and shall continue in full force and effect through the 30th day of June, 2021.

FOR THE BOARD OF EDUCATION

FOR THE ASSOCIATION

\_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
Olivet EA PN Chair

<b>SCHEDULE A 2018-2019-SALARY SCHEDULE</b>
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		<b>SCHEDULE A</b>				
<b>2018-2019</b>						
<b>STEPS</b>		<b>BA</b>	<b>BA+18</b>	<b>BA+30/MA</b>	<b>MA+15</b>	<b>MA+30</b>
1		36,336	37,405	38,467	39,494	40,595
1.5		37,222	38,308	39,400	40,475	41,579
2		38,108	39,211	40,333	41,455	42,563
2.5		38,991	40,118	41,268	42,415	43,555
3		39,874	41,025	42,204	43,374	44,547
3.5		40,755	41,939	43,137	44,336	45,533
4		41,637	42,853	44,070	45,298	46,520
4.5		42,516	43,759	45,004	46,272	47,505
5		43,395	44,665	45,938	47,246	48,490
5.5		44,275	45,571	46,876	48,189	49,480
6		45,155	46,478	47,813	49,131	50,471
6.5		46,038	47,384	48,745	50,094	51,459
7		46,921	48,290	49,676	51,056	52,448
7.5		47,976	49,381	50,795	52,209	53,631
8		49,031	50,472	51,914	53,362	54,814
8.5		50,092	51,558	53,035	54,513	55,997
9		51,153	52,644	54,156	55,665	57,179
9.5		52,208	53,735	55,280	56,821	58,366
10		53,262	54,825	56,405	57,976	59,553
10.5		54,321	55,917	57,525	59,122	60,732
11		55,379	57,009	58,645	60,268	61,911
11.5		56,887	58,559	60,561	62,242	63,933
12		58,395	60,109	62,477	64,216	65,955
13		60,594	62,372	64,829	66,634	68,438
<b>LONGEVITY PMT</b>						
15 YEARS AND OVER		1,675	1,675	1,675	1,675	1,675
20 YEARS AND OVER		2,175	2,175	2,175	2,175	2,175
25 YEARS AND OVER		2,475	2,475	2,475	2,475	2,475

<b>SCHEDULE A 2019-2020 SALARY SCHEDULE</b>
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**SCHEDULE A**

**2019-2020 PAY SCHEDULE WITH + 1% added from Prior Year**

STEPS	BA	BA+18	BA+30/MA	MA+15	MA+30
1	36,699	37,780	38,852	39,889	41,001
1.5	37,594	38,691	39,794	40,880	41,995
2	38,489	39,603	40,736	41,870	42,989
2.5	39,381	40,519	41,681	42,839	43,991
3	40,272	41,435	42,626	43,808	44,992
3.5	41,163	42,358	43,569	44,779	45,989
4	42,053	43,282	44,511	45,751	46,985
4.5	42,941	44,197	45,454	46,735	47,980
5	43,829	45,111	46,398	47,719	48,975
5.5	44,718	46,027	47,345	48,671	49,975
6	45,606	46,943	48,291	49,623	50,975
6.5	46,498	47,858	49,232	50,595	51,974
7	47,390	48,772	50,173	51,567	52,972
7.5	48,455	49,875	51,303	52,731	54,167
8	49,521	50,977	52,434	53,895	55,362
8.5	50,593	52,074	53,566	55,058	56,557
9	51,665	53,171	54,698	56,221	57,751
9.5	52,730	54,272	55,833	57,389	58,950
10	53,795	55,374	56,969	58,556	60,149
10.5	54,864	56,476	58,100	59,713	61,339
11	55,933	57,579	59,232	60,871	62,530
11.5	57,456	59,145	61,167	62,865	64,572
12	58,979	60,710	63,101	64,858	66,614
13	61,200	62,996	65,477	67,300	69,122
<b>LONGEVITY PMT</b>					
15 YEARS AND OVER	1,675	1,675	1,675	1,675	1,675
20 YEARS AND OVER	2,175	2,175	2,175	2,175	2,175
25 YEARS AND OVER	2,475	2,475	2,475	2,475	2,475

The parties agree that they will meet prior to March 1, 2020 to begin negotiations for salary and insurance provisions for the 2020-2021-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 ten (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  
ATHLETIC ACTIVITIES**

<b>Schedule B Wages</b>			
Approved 9-18-2017			
<b>Position</b>			
	1 - 4 Years	5 - 9 Years	10 Years +
<b>Football</b>			
Head Varsity Coach	\$4,500.00	\$5,000.00	\$6,000.00
Asst. Varsity Coach	\$2,500.00	\$2,700.00	\$3,000.00
Asst. Varsity Coach	\$2,500.00	\$2,700.00	\$3,000.00
Head JV Coach	\$2,000.00	\$2,500.00	\$3,000.00
Asst. JV Coach	\$2,000.00	\$2,300.00	\$2,800.00
Freshmen Coach (17 Minimum) paid as Asst. JV Coach			
<b>Golf</b>			
Golf - Boys	\$2,000.00	\$2,500.00	\$3,000.00
Golf - Girls	\$2,000.00	\$2,500.00	\$3,000.00
<b>Soccer</b>			
Soccer - Boys	\$2,000.00	\$2,500.00	\$3,000.00
Soccer - Girls	\$2,000.00	\$2,500.00	\$3,000.00
<b>Cross Country</b>			
Varsity B/G if < 40 participants	\$2,000.00	\$2,500.00	\$3,000.00
Additional position at same rate as above if > or = 40 participants			
Middle School Coach	\$750.00	\$1,000.00	\$1,250.00
<b>Basketball - Girls</b>			
Head Varsity Coach	\$4,000.00	\$5,000.00	\$6,000.00
JV Coach	\$2,640.00	\$3,300.00	\$3,960.00
Freshmen Coach	\$2,160.00	\$2,700.00	\$3,240.00
8th Grade Coach	\$1,640.00	\$2,050.00	\$2,460.00
7th Grade Coach	\$1,640.00	\$2,050.00	\$2,460.00

**SCHEDULE B - EXTRA CURRICULAR SALARIES  
ATHLETIC ACTIVITIES CONTINUED**

<b>Basketball - Boys</b>			
Head Varsity Coach	\$4,000.00	\$5,000.00	\$6,000.00
JV Coach	\$2,640.00	\$3,300.00	\$3,960.00
Freshmen Coach	\$2,160.00	\$2,700.00	\$3,240.00
8th Grade Coach	\$1,640.00	\$2,050.00	\$2,460.00
7th Grade Coach	\$1,640.00	\$2,050.00	\$2,460.00
<b>Wrestling</b>			
JV/Varsity	\$4,000.00	\$5,000.00	\$6,000.00
Varsity Asst. Coach	\$1,480.00	\$1,850.00	\$2,220.00
MS Coach	\$1,480.00	\$1,850.00	\$2,220.00
<b>Volleyball</b>			
Varsity Coach	\$4,000.00	\$5,000.00	\$6,000.00
JV Coach	\$2,640.00	\$3,300.00	\$3,960.00
Freshmen Coach	\$2,160.00	\$2,700.00	\$3,240.00
8th Grade Coach	\$2,050.00	\$2,255.00	\$2,665.00
7th Grade Coach	\$2,050.00	\$2,255.00	\$2,665.00
<b>Track &amp; Field</b>			
Varsity Head Coach	\$4,000.00	\$4,500.00	\$5,500.00
Asst. Varsity Coach	\$2,000.00	\$2,250.00	\$2,750.00
Asst. Coach	\$2,000.00	\$2,250.00	\$2,750.00
Asst. Coach	\$2,000.00	\$2,250.00	\$2,750.00
MS Head Coach	\$2,000.00	\$2,250.00	\$2,750.00
MS Ast. Coach	\$1,200.00	\$1,350.00	\$1,650.00
MS Ast. Coach	\$1,200.00	\$1,350.00	\$1,650.00
<b>Softball</b>			
Head Coach	\$3,000.00	\$3,500.00	\$4,000.00
JV Coach	\$2,000.00	\$2,500.00	\$3,000.00
<b>Baseball</b>			
Head Varsity Coach	\$3,000.00	\$3,500.00	\$4,000.00
JV Coach	\$2,000.00	\$2,500.00	\$3,000.00
<b>Fall Cheerleading</b>			
Varsity	\$1,600.00	\$1,800.00	\$2,000.00
JV	\$ 900.00	\$1,000.00	\$1,100.00



**SCHEDULE B - EXTRA CURRICULAR SALARIES  
NON-ATHLETIC ACTIVITIES**

<b>Fitness Programs</b>			
After School Fitness	\$1,200.00	\$1,200.00	\$1,200.00
After School Fitness/Asst.	\$ 600.00	\$ 600.00	\$ 600.00
<b>Other</b>			
Ticket Taker	\$9.00/hr		
<b>Advisors</b>			
FPE Student Council	\$ 500.00	\$ 500.00	\$ 500.00
MS Student Council	\$1,400.00	\$1,400.00	\$1,400.00
9th Grade Advisor	\$ 500.00	\$ 500.00	\$ 500.00
10th Grade Advisor	\$ 500.00	\$ 500.00	\$ 500.00
11th Grade Advisor	\$1,000.00	\$1,000.00	\$1,000.00
12th Grade Advisor	\$ 500.00	\$ 500.00	\$ 500.00
NHS	\$1,800.00	\$1,800.00	\$1,800.00
HS Student Gov. Advisor	\$1,800.00	\$1,800.00	\$1,800.00
Yearbook	\$ 300.00	\$ 300.00	\$ 300.00
Link Crew	\$1,500.00	\$1,500.00	\$1,500.00
<b>Curriculum &amp; Instruction</b>			
Mentor	\$ 500.00	\$ 500.00	\$ 500.00
SOS	\$20/hr \$3000 cap	\$20/hr \$3000 cap	\$20/hr \$3000 cap
<b>Music</b>			
Choir	\$2,000.00	\$2,500.00	\$3,500.00
Band	\$4,500.00	\$5,500.00	\$6,500.00
Pep Band	\$ 900.00	\$1,000.00	\$1,200.00
Summer Band	\$ 900.00	\$1,000.00	\$1,200.00
<b>Drama</b>			
Fall Musical Director	\$2,500.00	\$2,500.00	\$2,500.00
Fall Musical Orchestra	\$1,500.00	\$1,500.00	\$1,500.00
Fall Musical Vocal	\$1,500.00	\$1,500.00	\$1,500.00
MS Spring Play	\$1,800.00	\$1,800.00	\$1,800.00
Winter MIFA Play	\$3,200.00	\$3,200.00	\$3,200.00
Spring Play	\$3,200.00	\$3,200.00	\$3,200.00

**SCHEDULE B - EXTRA CURRICULAR SALARIES  
NON-ATHLETIC ACTIVITIES CONTINUED**

<b>FFA</b>			
MS FFA	\$1,500.00	\$1,500.00	\$1,500.00
HS FFA	\$5,000.00	\$5,000.00	\$5,000.00
HS FFA Summer Work	\$1,500.00	\$1,500.00	\$1,500.00
HS Ag - Added cost grant	\$ 500.00	\$ 500.00	\$ 500.00
<b>Miscellaneous</b>			
Community Service Coord.	\$ 500.00	\$ 500.00	\$ 500.00
Lunch Duty	\$10/hour	\$10/hour	\$10/hour
Lunch Detention Supervisor	\$15/hour	\$15/hour	\$15/hour
4th Grade Trip	\$ 500.00	\$ 500.00	\$ 500.00
5th Grade Camp	\$1,500.00	\$1,500.00	\$1,500.00
8th Grade Trip to Chicago	\$ 500.00	\$ 500.00	\$ 500.00
<b>Science Olympiad/Quiz Bowl</b>			
Science Olympiad MS	\$1,000.00	\$1,000.00	\$1,000.00
Science Olympiad HS	\$1,000.00	\$1,000.00	\$1,000.00
Quiz Bowl/Busters	\$1,000.00	\$1,000.00	\$1,000.00
Homebound Services	\$20 per hour		
<b>Total Schedule B</b>	<b>\$143,270.00</b>	<b>\$163,910.00</b>	<b>\$188,360.00</b>

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

Approved 9-18-2017

# Olivet Community Schools

## 2018-2019 Calendar

(Board Approval on May 14, 2018)



August 20, 21 & 22	Teacher PD/No School for Students
August 23 & 24	No School
August 27	First Day for Students
August 31 & Sept. 3	No School – Labor Day Weekend
October 22-25	Parent Teacher Conference Week
October 23	Full Day of School
	Tuesday Evening: K-5 PT Conferences scheduled by teachers 6-12th PT Conferences 5:00-8:00 p.m.
October 25 ( <b>AM Schedule</b> )	½ Day for Students /Full Day Teacher
	Thursday Evening: K-5 PT Conferences scheduled by teachers 6-12th PT Conferences: 12:00 to 3:00 p.m. & 5:00-8:00 p.m.
October 26	No School for Students & Teachers
October 31	EARLY RELEASE DAY
November 21, 22, 23	NO SCHOOL - Thanksgiving Break
December 12	EARLY RELEASE DAY
December 21	Last Day of School before Holiday Break
December 24-Jan 4, 2019	NO SCHOOL-Christmas Break
January 7, 2019	School Resumes
January 16	HS Exams: Full Day of School
January 17	HS Exams: Full Day of School
January 18	EARLY RELEASE DAY
January 21	NO SCHOOL-RECORDS DAY
January 22	Second Semester begins
February 13	EARLY RELEASE DAY
March 13	EARLY RELEASE DAY
March 25-28	Parent/Teacher Conference Week: Full Days for Staff K-5 Conferences as scheduled by teachers. Tues. March 26 <sup>th</sup> & Thurs. March 28 <sup>th</sup> : 5:00-8:00 p.m.
March 29	NO SCHOOL
April 1-5	Spring Break
April 18	EARLY RELEASE DAY
April 19	NO SCHOOL
May 27	NO SCHOOL – Memorial Day
June 2	HS Graduation
June 7 ( <b>PM Schedule</b> )	½ Day of School for Students/Full Day Teachers/Last Day of School

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

*\*\* On Early Release dates, students lunch will be offered and available.*

Student Days = 180

Teacher Days = 183 (175 Full Days, 6 Early Release Days and 2 ½ days.)

**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

**APPENDIX B - GRIEVANCE REPORTING FORM CONTINUED**

**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 XIV COMPENSATION**

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 XII, 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**  
**ARTICLE XII – PROFESSIONAL DEVELOPMENT**

**PRINTED NAME:** \_\_\_\_\_

Below is a checklist to be completed to obtain reimbursement for college courses at **\$150/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 implies that above criteria has been met.**

Teacher Signature \_\_\_\_\_ Date \_\_\_\_\_

This reimbursement is    approved / disapproved.

Superintendent Signature \_\_\_\_\_ Date \_\_\_\_\_

**APPENDIX E: OLIVET COMMUNITY SCHOOLS  
LEAVE REQUEST FORM**

# Olivet Community Schools Leave Request Form

Employee Name \_\_\_\_\_ Date \_\_\_\_\_

<p>I hereby request leave on (date): _____ AM _____ PM _____ All Day _____</p> <p>for the purpose of:          _____ Personal Day _____ Sick Leave _____ Vacation _____          _____ Other (explain) _____          _____ 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.          *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: _____          _____          First day off: _____ Anticipated Return Date: _____          Number of accumulated sick days to be used (if applicable) _____          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 above.</p>	<p align="center"><b>Conference Information</b> Please attach a copy of the registration form</p> <p>Title _____          Fee \$ _____ Acc't # _____ Office use only _____ PO# _____ Office use only _____</p> <p><b>Please check ALL that apply:</b></p> <ul style="list-style-type: none"> <li>• <b>Registration</b>              _____ 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.</li> <li>• <b>Payment</b>              _____ 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.</li> </ul> <p>Complete a reimbursement form when you return from the conference for other expenses.</p>
---	---

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_ ( ) Approved  
 Principal/Supervisor Signature \_\_\_\_\_ Date \_\_\_\_\_ ( ) Denied  
 Superintendent Signature \_\_\_\_\_ Date \_\_\_\_\_

White: Payroll Office      Yellow: Building Secretary      Pink: Employee



**APPENDIX F: 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:

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**Compensation Agreement: (please show how this was calculated)**

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\_\_\_\_\_  
**Teacher/Date**

\_\_\_\_\_  
**Principal/Date**

\_\_\_\_\_  
**Superintendent/Date**

\_\_\_\_\_  
**OEA President/Date**

**APPENDIX G: 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 Article VIII, Unpaid Leaves of Absence for more complete details.

**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 June 1<sup>st</sup> 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 H: SICK BANK APPLICATION**

**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 VIII, ¶I 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(s)

\_\_\_\_\_  
Date

Per OEA agreement dated July 1, 2016-2018 Article VIII, I. Paid Leaves of Absence.