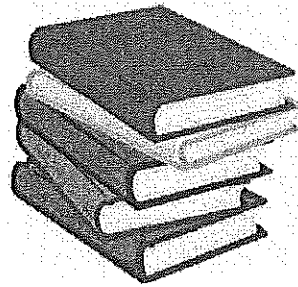


SHIAWASSEE COUNTY  
EDUCATION ASSOCIATION MEA/NEA  
AND THE  
OVID-ELSIE EDUCATION ASSOCIATION  
*AND THE*  
*OVID-ELSIE AREA SCHOOLS*  
*BOARD OF EDUCATION*

*AGREEMENT*



2021-2024

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**AGREEMENT**

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This Agreement is entered into this \_\_\_\_\_ day of July, 2021 by and between the OVID-ELSIE 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 School District of OVID-ELSIE AREA SCHOOLS of Elsie, Michigan, hereinafter called the "Board."

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**ARTICLE I:  
RECOGNITION**

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- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all certificated personnel, including permanent substitutes that are under contract or on leave.
- B. Such representation shall exclude the Superintendent, Assistant Superintendent(s), Principals, Assistant Principal(s), and any other person engaged fifty percent (50%) or more of the time in direct administration and supervision of professional personnel.

The term teacher or counselor when used hereinafter in this Agreement shall refer to all professional employees represented by the Local Association in the bargaining or negotiation unit as above defined.

- C. The Board agrees not to negotiate with or organization other than the Association for the duration of this Agreement.
- D. All certificated personnel except as excluded in Section B employed half-time or more will be considered teachers for the purpose of this Agreement. Such part-time teachers will be provided fringe benefits on a prorated basis according to the total amount of time spent in the normal weekly teaching load.

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**ARTICLE II:  
ASSOCIATION AND TEACHER RIGHTS AS A BARGAINING UNIT**

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- A. Pursuant to the Michigan Public Employment Relations Act, MCL 423.201 *et seq.*, the Board hereby agrees that every certificated employee of the board, as defined in Article I, shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation or other lawful concerted activities for mutual aid and protection.

As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the act or other laws of Michigan or the Constitution of the State of Michigan and the United States, that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of their membership (or non-membership) in the Association, their participation (or their refraining from

participation) in any Association activities or their institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment. The rights granted herein to the Association shall not be granted or extended to any competing labor organization.

- B. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, provided that when special custodial services are required, the Board may make a reasonable charge therefore.
- C. The Association and its members shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations, or a member's scheduled class assignment.
- D. The Association shall have the right as a bargaining unit to use school facilities and equipment, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. Provisions shall be made for office space for conducting Association business and storing of files.
- E. The Association shall have the right to post notices of activities and matters of Association concern on teaching bulletin boards, at least one of which shall be provided in each building. The Association may use the teacher mailboxes or district email for communications to teachers. Announcements over the public address system may be made with authorization by the building principal.
- F. The Board agrees to furnish two (2) copies to the Association as response to the reasonable request from time to time of all information available to the residents of the District, concerning the financial resources of the District, tentative budgetary requirements and allocations, agendas of all regular and special board meetings, official membership count, names and addresses of all teachers, salaries paid thereto and education background and such other generally available information.
- G. The Association will make itself available for consultation on any new or modified fiscal, budgetary, or tax programs, constructional programs or major revisions of educational policy, which are proposed or under consideration and the Association may be given opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication. The Board will discuss with the Association any proposal for additional operational or building millage.
- H. The provisions of this Agreement shall be applied without regard to race, religion, color, national origin, age, gender or marital status. Membership in the Association shall not be denied to any teacher because of race, religion, color, national origin, age, gender, or marital status.
- I. The Board may make an attempt to place on the agenda of each regular board meeting as one of the first items for consideration under New Business any matters submitted for its consideration by an authorized representative of the Association, so long as these matters are made known to the Superintendent's office five (5) days prior to said regular meeting.

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**ARTICLE III:  
BOARD OF EDUCATION RIGHTS**

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- A. The Board on its own behalf and on the behalf of the public of the school district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and/or the United States.
- B. The Association recognizes that the Board is legally responsible for the operation of the entire school system within the boundaries of the School District of the Ovid-Elsie Area Schools, and that the Board has the necessary authority to discharge all of its responsibilities.
- C. In meeting such responsibilities, the Board acts through its administrative staff. Such responsibilities include, without being limited to, the establishment of education policies, the construction, acquisition and maintenance of school buildings and equipment, the hiring, transfer, assignment, supervision, discipline, promotion and termination of employment of teachers and the establishment and revision of rules and regulations governing and pertaining to work and conduct of its employees. The Board and administrative staff shall be free to exercise all of its managerial rights and authority to the extent permitted by law, provided, however, that no actions shall violate any of the express terms of this Agreement.

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**ARTICLE IV:  
TEACHING HOURS & ASSIGNMENTS**

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- A. All staff will be in the buildings no later than 15 minutes prior to the start of classes and in their assigned place of duty 10 minutes prior to the start of classes unless a meeting is approved by the building principal. Teachers are to remain in their assigned place of duty 15 minutes after classes are dismissed unless otherwise approved by the principal. On Fridays and days prior to holidays, teachers may leave 5 minutes after students are dismissed. Teachers are encouraged to remain for a sufficient time in their classrooms after the close of the pupil's school day to attend to those matters which properly require attention at that time, including assisting students with school work and consultation with parents. All teachers shall be entitled to a duty-free lunch period except in emergency situations such as a student injury. In no case should the teacher's lunch period be shorter than thirty (30) minutes in length. Changes in starting and ending times will be permitted by mutual agreement, provided that the total time on the job does not exceed the total within the above times. In addition to the above, the responsibilities of each teacher shall include participation in parent-teacher conference time each year. The faculty and administration of each building shall plan and schedule the event (refer to Appendix A-1). Each teacher shall be informed of the date two (2) weeks in advance. Teachers may be excused by the Principal.

- B. The normal weekly teaching loads in the middle and senior high schools will have up to thirty (30) teaching periods, including homeroom or activity periods with five (5) assigned preparation or conference periods. Assignment to a supervised study period, excluding homeroom, shall be a teaching period for the purposes of this Article. For middle school teachers, assignment to a supervised study period may include a core curriculum time.
- C. The normal weekly teaching load in the elementary schools will be the equivalent of the above. Elementary teachers will be provided two (2) duty-free fifteen (15) minute periods during the instructional day, except those times scheduled for equitable recess duty.
- D. This work time is identified below and may be amended if variations occur in consultation with the Association.

School

High School and Middle School	8:00 am-3:00 pm
Lunch	30 min.
E.E.Knight and Leonard	7:45 am-2:50 pm
**Lunch and Recesses	30, 15 (pm recess supervised)

- E. If a sports contest is scheduled on a School Improvement Day, staff event volunteers or game managers, if approved by administration may be excused earlier.
- F. If funds are no longer available to finance the teacher aide programs, volunteers from the teaching staff will be solicited to supervise during the recess periods. If there are no volunteers, teachers may be assigned to equitable recess duty on a rotating schedule by the principal.
- G. Teachers of music, art and physical education, reading interventionists or math coach, and all special education teachers, kindergarten through twelfth (K-12) grade(s) shall be provided with relief and preparation time to the same extent as other teachers in the District. Counselors and librarians will confer with principals cooperatively to determine relief periods.
- H. Teachers who have an assignment in more than one (1) town may of necessity have to travel during their assigned preparation period or during a lunch period, but where such a condition prevails adjustment to their schedules will be made so that the teacher will have a full assigned preparation period and a full lunch period.
- I. One (1) supervisor shall be designated for each teacher who is assigned to more than one building. The Supervisor appointed shall be responsible for all aspects of administration related to the teacher.

- J. If a teacher shall teach more than the normal weekly teaching load as set forth in this article, (s)he shall receive an additional one-seventh (1/7) or appropriate fraction for a given schedule of her/his current base salary prorated, for the term of the extra assignment.
- K. There may be one (1) building staff meeting and one (1) grade level/department time meeting per month plus such emergency meetings as may be necessary. Such meetings shall not extend beyond 4:30 PM.
- L. No departure from these norms shall be made without prior consultation with the Association. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional Grievance Procedure hereinafter set forth.
- M. The normal weekly teaching load in the elementary schools will be the equivalent of the above. Elementary special classes (ex: PE, Library, Music, etc.) shall be scheduled to commence on the first full instructional day of the school year provided the schedule is set at least one week prior to the first day of school. Otherwise, it will revert to the third full instructional day of the school year. Adjustments to the schedule shall begin within three (3) weeks after the decision has been made to make a change in the schedule. Current elementary specialty staff time shall be one-hundred twenty (120) minutes per week.

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**ARTICLE V:  
CLASS SIZES**

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A. The Board agrees to continue its effort to keep class sizes at an acceptable number in order to provide an effective educational program. Every effort will be made to enroll students in each classroom in accordance with Section B of this Article, within the financial and facility limitations of the District. The District shall have until the fourth Friday following Labor Day within which to adjust imbalances in classroom enrollments. When situations arise where it will be necessary to assign students above the maximum standards in Section B, teachers assigned such additional students shall be compensated according to Section C of this Article retroactive to the month during which the overage was initiated.

B. The following are recommended class sizes:

1. **ELEMENTARY**

Kindergarten/First Grade	26 students
Second/Third Grades	28 students
Fourth/Fifth Grades	30 students

2. **MIDDLE SCHOOL**

The following are average class sizes

for the individual teachers:	30 students
Physical Education	42 students
Health	32 students
Computer Courses	maximum lab size

3. **HIGH SCHOOL**

English/Language Arts	30 students
British Lit/Composition I	28 students
Advanced Writing/English IV	27 students
Speech	28 students
Foreign Language	30 students
Mathematics	30 students
Social Studies	32 students
Business Education Courses	30 students
Computer Courses	maximum lab size
Physical Education	42 students
Health	32 students

**Science**

Environmental Science	30 students
Biology, A, B, C	30 students
Chemistry B, C	26 students
Physics B, C	26 students
Physics A	30 students
Chemistry A	30 students
Astronomy	30 students

**Industrial Education**

Wood Technology	26 students
Metal Technology	26 students
General Industrial Education	26 students
Drafting	28 students



**Vocational**

Agriculture	30 students
Homemaking	30 students
Farm Shop	20 students
Power Mechanics	20 students
Art	30 students
Study Hall	to be left open
Music	to be left open

In case of class imbalance at the secondary level, maximum student load per day is the total of maximum class sizes set above.

- C. When teachers are assigned students in excess of the maximum they shall receive additional compensation at the rate of twenty dollars (\$20.00) per month for each student in excess of the above stated maximum(see form on Appendix B-6), except when the teacher is on long term leave (this means more than half of the working days in the month) Where the District determines, after consultation with the Association that maximum standards within a particular building or grade level must be exceeded, students will be distributed as equal as possible among the teachers of that level.
- D. Independent studies with students must be initiated by administration.

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**ARTICLE VI:  
WORKING CONDITIONS**

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- A. The Board agrees to make available (in each building) technology and duplication facilities.
- B. Under no conditions shall a teacher be required to drive a school bus as part of their regular assignment.
- C. Upon request of the Association, vending machines shall be installed in the Teacher's Workroom and Lunch Room area without cost to the Board of Education.
- D. Parking facilities shall be made available to all teachers for their use.
- E. The parties support the objective of eliminating unsafe and hazardous conditions which endanger the health, safety or well-being of students and employees. If an unsafe or hazardous condition is reported, then the administration shall investigate the condition and provide appropriate remedial measures.
- F. In any future building program or any major renovation of existing buildings, the Board shall make available restroom and lavatory facilities exclusively for teacher use and a furnished room shall be reserved for use as a faculty workroom. Teachers shall have the responsibility for maintaining the teacher's workroom in a tidy condition.

- G. Teachers shall not be required to report for duty on days when school is closed due to an "Act of God." Should a closing because of conditions not within the control of school authorities require the rescheduling of additional days or hours of student instruction because previously scheduled days or hours could not be counted, such additional days and hours will be rescheduled without additional compensation by extending the school year.

If at any time during the life of this Agreement, it becomes lawful to count as days or hours of pupil instruction those days and hours when pupil instruction is not provided due to conditions beyond the control of school authorities, such as severe storms, fires, epidemics or health conditions, it is agreed that the following provision shall become immediately effective.

When an Act of God or an employer directive forces the closing of a school or other facility of the employer, bargaining unit members shall be excused from reporting to duty without loss of pay. Days and hours lost due to school closing under the foregoing circumstances shall not be rescheduled to the extent that any other provision of the collective bargaining agreement, such as the school closing provision, school calendar or the like shall be inconsistent with the foregoing. The employer will not add days that will exceed the State requirements or other provisions of this contract. Such provisions shall be null and void as to the extent of the inconsistency.

- H. School improvement committees shall develop, conceptually, the proposals it determines are desirable for the improvement of the school program. Each committee shall take steps to ascertain funding that would be necessary to implement each proposal. The Board shall determine whether a proposal is likely to be implemented by the District. Upon such indication, the proposing committee shall proceed to complete development of the details of the proposal to be recommended to the Board.
- I. The adoption of any School Improvement Program shall not serve to modify the terms and conditions of this Agreement. Prior to adoption and implementation of a School Improvement Program each party, upon the request of the other, agrees to meet in order to consider contractual revisions, which might be necessary in order to resolve conflicts between provisions of this Agreement and a proposed program.
- J. No revision shall be effective unless ratified by the membership of the Association and the Board.

The parties agree that a teacher will be involved in the IEP team process and teachers can provide input in the IEP. In addition, the parties agree that all IEP final decisions rest with the special education director.

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**ARTICLE VII:  
SHARED LEADERSHIP TEAM/CHAIRPERSONS**

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The Shared Leadership Team is collaboration from all professional teaching staff to promote effective teaching and learning. This organization works together for close professional interaction. Collaboration depends on the willing participation of staff with

resources from the District and its personnel.

The Shared Leadership Team deals with the organization and management of curriculum, instruction approaches, staff development and staff responsibilities and regulations related to instruction. Vision, leadership, instruction, learning assessment and policy must be in alignment. The District Mission and Strategic Plan are the basis on which the Shared Leadership Team will function.

The District emphasizes goal achievements, not guidelines or procedures, and emphasizes student learning. All representatives of staff are to preserve, broaden and continue to improve educational processes.

In implementing and operating its guidelines, the Shared Leadership Team shall not alter, modify or supersede any provision of this Agreement except as mutually agreed in writing by the Board and the Association.

The Shared Leadership Team shall function to maintain an ongoing, systematic process, to establish, improve and broaden all curriculum for all individuals of all ages.

1. In carrying out its responsibilities, the Shared Leadership Team shall function as:
  - a. A visionary agency for the Ovid-Elsie Mission, beliefs, priorities, research, reforms and compromises.
  - b. A leadership agency to guide district curriculum strategic plans and develop effective teaching practices.
  - c. An agency to facilitate learning and instruction for lifelong learning, to facilitate staff development, to recommend facilities and technology to promote the learning and to assess the learning that occurs.
  - d. An agency to align state mandates, pursue accreditation and expand programs.
  - e. A recommending agency for board policies that focus on, for instructional needs that support the curriculum.
2. The Superintendent shall make recommendations to the Board of Education regarding all decisions from the Shared Leadership Team.
3. Any recommendation approved by the Board of Education shall be communicated to the Shared Leadership Team. A Shared Leadership Team recommendation rejected by the Board shall be returned to the Shared Leadership Team with the rationale for rejection. The Shared Leadership Team shall have the authority to modify the proposals and resubmit them.

Any program shall be implemented as soon as feasible.

**MEMBERSHIP:** The Shared Leadership Team shall be composed of the following people:

1. Chairpersons from each department -
  - a. Math (6-12)
  - b. Science (6-12)
  - c. Social Studies (6-12)
  - d. Language Arts (6-12)
  - e. Business/Vocational Education (6-12)
  - f. Humanities/Fine Arts (K-12)
  - g. Physical Education (K-12)
  - h. Special Services (K-12)
2. Chairpersons from the grade levels - one per elementary bldg. at each level.
  - a. K-2
  - b. 3-5
3. Supervisory people -
  - a. Superintendent
  - b. Associate Superintendent
  - c. All Principals
  - d. Technology Director
  - e. Guidance Director
4. Chairperson for the Shared Leadership Team shall be the Coordinator or elected by the membership of the Shared Leadership Team.

All Chairpersons serving on the Shared Leadership Team will receive compensation as per Appendix B-2.

**CHAIRPERSONS:**

1. Chairpersons shall be elected by the members of his/her department/grade at the end of each year for the ensuing year. If a candidate is not available, the building administrator shall make an appointment.
2. Each chairperson's term shall begin in May, and will not have supervisory duties except while hosting building or department meetings.
3. Circumstances may arise when it is deemed necessary for efficiency and effectiveness to have a chairperson in a department/grade not meeting the necessary minimum chairperson criteria. When this occurs, the principal will, after consultation with the department/grade, designate a chairperson for that department/grade.
4. Chairpersons not meeting their job description may be replaced.
5. Pay may be prorated if duties are not met.

**CHAIRPERSON OF SHARED LEADERSHIP TEAM:**

1. The chairperson shall facilitate all meetings of Shared Leadership Team.
2. Coordinate core objectives and the performance objectives of the department/grade levels to reach the District goals.
  - a. Work with staff on the staff development needs.
  - b. Develop teacher leadership

**CHAIRPERSON(S): JOB DESCRIPTIONS:**

1. Serve as members of the Shared Leadership Team.
  - a. Coordinate closely with the Shared Leadership Team Chairperson.
  - b. Distribute information from the Shared Leadership Team to the department for feedback.
  - c. Establish ad hoc subcommittee as needed by the Shared Leadership Team
2. Arrange monthly department meetings.
  - a. Set the agenda and record discussions and attendance.
  - b. Inform the principal and the Shared Leadership Team Chairperson of proceedings.
3. Work with administrators and the Shared Leadership Team to develop departmental policies.
4. Coordinate yearly replacement textbook inventory and determine the yearly replacement of textbooks.
5. Examine and circulate professional materials in the department.
6. Assist in the orientation of new teachers.
7. Review all requests by members of the department for materials, equipment, textbooks, etc. and approve requisitions for the purchase of those items deemed advisable.
8. Elected by their peers at the end of each school year.

**GRADE LEVEL CHAIRPERSON: JOB DESCRIPTIONS:**

1. Serve as members of the Shared Leadership Team.
  - a. Coordinate closely with the Shared Leadership Team Chairperson.
  - b. Distribute information from the Shared Leadership Team to the grade level for feedback.
  - c. Establish ad hoc subcommittee as needed by Shared Leadership Team.
2. Serve as liaison between grade levels.
3. Arrange monthly grade level meetings.
  - a. Set the agenda and record discussions and attendance.

- b. Inform the principals and Shared Leadership Team Chairperson of proceedings.
- 4. Work with administrators and the Shared Leadership Team to develop grade level policies.
- 5. Coordinate yearly replacement textbook inventory and determine yearly replacement of textbooks.
- 6. Examine and circulate professional materials.
- 7. Elected by their peers (one per building) at the end of each school year.

**STEPS FOR CURRICULUM PROPOSALS:**

- 1. Curriculum proposals shall be presented by the building administrator on the Curriculum Proposal Form with all information completed.
- 2. A proposal shall be presented to the chairperson by the building administrator.

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**ARTICLE VIII:  
Personnel File**

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- A. Each teacher shall have the right, upon request, to review the contents of their personnel file, with the exception of those documents excluded from the definition of "personnel records" under the Bullard-Plawecki Employee Right to Know Act. A representative of the Association may be requested to accompany the teacher in review. The teacher shall be afforded an opportunity to file a response thereto and said response shall become a part of said file.
- B. Each teacher's personnel file shall contain at a minimum the following items of information:
  - 1. All teacher's evaluation reports
  - 2. A transcript of academic records
  - 3. Tenure notification papers

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**ARTICLE IX:  
PROFESSIONAL BEHAVIOR AND IMPROVEMENT**

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- A. Teachers are expected to comply with reasonable rules, regulations and directions adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement. The teacher may reasonably refuse to carry out an order which threatens his or her physical safety.

- B. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, participation in community educational projects, and approved visitation at other schools and attending educational conferences. Expenses and mileage may be paid if administrative approval is obtained. Expenses and mileage for conferences approved by the administration in accordance with school board policy, shall be reimbursed to the teacher.
- C. Upon his/her request, an Employee may have representation of their choosing present at meetings with the administration. The administration may also have representation.
- D. The following provision applies only to employees who hold positions that are not regulated by the Tenure Act.

Any employee in a position not governed by the Tenure Act shall be considered probationary and "at will" for their first five years of employment. They may be dismissed during this period without recourse to appeal beyond the Board of Education.

After successfully completing their probationary period, an employee in a position not regulated by the Tenure Act shall have discipline and discharge subject to the following provision:

- 1) Any discipline or discharge must be based on a reasonable investigation and just cause giving rise to the disciplinary action and/or the evaluation of the employee.
- 2) The employee will be given written notice of the charges made against him/her, and be provided with an explanation of the incident or basis for the action.
- 3) The employee will have an opportunity to respond to any charges made against him/her or the evaluation.
- 4) The employee will have the right to have representation from their authorized bargaining representative in any proceeding regarding the action.
- 5) Discipline or discharge shall be guided by the following standards:
  - a) The seriousness of the offense, infraction or misconduct;
  - b) The employee's prior disciplinary and employment record;
  - c) How similar employees have been treated in similar situations in the past;
  - d) The existence of aggravating or mitigating factors.

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**ARTICLE X:  
LEAVE BANK ALLOWANCE**

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- A. Twelve (12) days or prorated amount, shall be credited to each full-time teacher's leave bank at the beginning of the school year. These days may be used as either illness or personal business days. Each teacher's leave bank will consist of all unused days and/or time spent substituting for another teacher. If any teacher shall resign prior to the completion of the school year, they shall repay the Board for any leave paid days in excess of that earned on a prorated basis. Any such amounts will be deducted from the teacher's final compensation. A statement to all teachers of accumulated leave days will be made in the month of September. An accounting will be kept in each principal's office. After an employee has been on leave for three (3) consecutive days, the principal may, with reasonable cause, request from the employee a note from his/her doctor to verify the illness. Teachers will notify principal if leave is pre-planned at least one (1) day in advance. Leave days may not be used for personal reasons on a day prior to or following a holiday, or vacation period. Further, leave days may not be used for personal reasons on a Professional Development Day.
- B. Leave Days are not considered vacation days to be used during the school year. The following Leave Day guidelines are understood and expected of employees to consider when using them:
1. When using three (3) consecutive days for reasons other than personal illness, family illness, or bereavement, it is understood that the third day will be a loss in pay for each day in excess of two (2) days.
  2. Staff may use two (2) consecutive days during a school year a maximum of one (1) occasion as it pertains to Article XI B.
  3. Exemptions to this rule may include, but not limited to, Ovid-Elsie related events which involve the Employee's child(ren) or Administratively awarded days off, with pre-planned administrative approval and coverage.
- C. Any teacher whose leave days extends beyond the period compensated under their leave bank allowance shall be granted a leave of absence without pay for a period not to exceed one (1) year, renewable at the discretion of the Board of Education.
- D. A teacher may donate days from their accumulated leave bank to another who has exhausted their accumulated leave bank according to procedure outlined in Appendix B-5. First year probationary teachers may have access upon the association's and the superintendent's joint approval.
- E. Teachers will be informed of the procedure for reporting unavailability for work.
- F. No deduction of leave time shall be made from the leave bank in the event an "Act of God" day is declared for the district or any individual building in the District.



- G. Any request to arrive late or leave early must be pre-approved but may still be deducted from the teacher's leave bank.
- H. If an employee works eight (8) athletic events during a school year, they would be allowed to use a leave day on either side of a vacation or holiday. Working an athletic event may include, but is not limited to, taking tickets, public broadcast announcing, middle school concessions, clock or scoreboard, an unpaid event manager, or event volunteer (i.e., track event monitor). The Athletic Director will verify the events worked with the Administrator to coordinate this pre-planned leave.

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**ARTICLE XI:  
PROFESSIONAL, PERSONAL AND ASSOCIATION LEAVE**

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- A. Leave of absence, with pay, not chargeable against the teacher's accumulated leave bank shall be granted for the following reasons.
  - 1. Approved visitation at other schools or for attending educational conferences or other professional development activities. Formal application and approval shall be made in triplicate: one (1) copy for the superintendent, one (1) for the principal, and one (1) for the teacher. Expenses and mileage will be paid if administrative approval is obtained.
  - 2. Absence when a teacher is called for jury duty, provided that the teacher has notified the Superintendent of Schools within five (5) days after notification, and also provided that the hearing judge will not accept a request to be excused. The teacher shall be paid by the District during the period of jury duty and the compensation paid the teacher by the court shall be submitted to the district excluding allowance for mileage and meals.
  - 3. Court appearances as a witness in any case connected with the teacher's employment by the school or whenever the teacher is subpoenaed to attend any proceedings.
  - 4. A maximum of five (5) days per year for death in the immediate family. Immediate family shall, for this benefit, mean spouse, parents/guardians, parents-in-law, brothers, sisters, grandparents, grandchildren or children of the employee. Any days used for this purpose in excess of five (5) shall be charged against the individual teacher's accrued leave bank. The definition of immediate family shall include all corresponding step relatives.
    - A. One (1) funeral day leave for a death in the non-immediate family (i.e., nephew/niece, aunt/uncle, first cousin, or a non-relative held in the same regard) living in the household of the employee.

- B. Up to one (1) funeral leave day shall be granted to serve as a pallbearer.
- 5. Time lost by a teacher in connection with any incident mentioned in Article XIX, which is compensable under workers compensation, shall not be charged against the teacher's accumulated sick leave.
- 6. A teacher engaged during the school day in negotiations on behalf of the Association with the representative of the Board shall be released from regular duties without loss of pay.
- B. Leaves of absence, with pay, chargeable against the teacher's accumulated leave bank shall be granted for the following reasons:
  - 1. Serious illness in the immediate family. Such use shall be limited to five (5) days per illness, not to exceed ten (10) days per year. Immediate family shall, for this benefit, mean children for whom employee has primary responsibility, spouse, grandchildren or parent. A family member beyond this list may be granted if prior approval is given by the superintendent.
  - 2. Time necessary for attendance at the funeral service of a person whose relationship to the teacher (if so determined from evidence presented to the Superintendent) warrants such attendance.
- C. The Board shall grant a total of twenty (20) teacher leave days per year to the Association without loss of time or pay to attend approved Association grievances, arbitrations, labor disputes other than contractual violations and meetings. The Association shall reimburse the Board for the salary of the substitute teachers.
- D. The Board shall grant a total of seven (7) Association Days of leave per year to the President of the Association without loss of time or pay. These seven (7) days are in addition to days in paragraph C. The Board shall cover the salary of the substitute teachers required. Consistent with Section 71(5) of the Michigan Public School Employees Retirement Act, the Association shall reimburse the District on a current basis those sums paid to the Office of Retirement Services for Association release time.

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**ARTICLE XII:  
UNPAID LEAVE OF ABSENCE**

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- A. All requests for leaves of absence without pay shall be in writing and be submitted to the Superintendent at least ninety (90) calendar days prior to the beginning of a school year, except where FMLA applies. The ninety (90) calendar days submission may be waived at the Board's discretion.

- B. It is the teacher's responsibility to notify the Superintendent no later than May 1st, of the preceding year of the date upon which he/she desires to resume active status as an employee. Resumption of active status should coincide with the beginning of a school year with exceptions at the discretion of the board.
- C. Leaves without pay may be granted upon application in accordance with the following provisions:
1. Other Teaching Programs - A leave of absence up to two (2) years may be granted to any teacher, for the purpose of participating in teaching programs in other territories, countries, or military teaching programs, provided such teacher states in writing his/her intention to return to the school system. Upon return from leave, a teacher shall be placed on the same step of the salary schedule as he/she would have been had he/she taught in the district during such period.
  2. Study Leave - A one-year leave of absence, at the discretion of the Board, may be extended to a teacher for study related to the teacher's major or minor fields or to meet eligibility requirements for certification other than that held by the teacher. Such leave will commence only at the beginning of a school year and re-employment during the year will be at the discretion of the Board.
  3. A leave of absence shall be granted to any teacher for required military duty. A teacher returning from military leave shall be given the benefit of any increments which would have been credited to her /him had (s)he remained in active service to the school system. The teacher shall retain the sick leave allowance that (s)he accumulated prior to her /his military leave.
  4. Teachers who are officers of the Association staff should be given a leave of absence for the purpose of performing duties for the Association for a period not to exceed one (1) year. Teachers given leaves of absence for this purpose, shall not receive credit for increments on the schedule for the period of the leave.
  5. The Board shall grant a leave of absence to any teacher to campaign for, or serve in, a public office. The Board of Education shall not be obligated to grant a leave of absence for a longer period than one (1) term of office or one (1) semester (which would cover an unsuccessful campaign). The teacher shall be placed on the same step on the salary schedule as (she/he had prior to her/his leave.
  6. A child care leave shall be granted to any teacher for no more than one (1) calendar year. Upon request, an extended leave may be granted by the Board. All benefits which had accrued at the time the leave commenced shall be restored to the teacher upon reinstatement. A leave, not to exceed one (1) calendar year, shall be granted a teacher for the adoption of a child. Upon request, an extended leave may be granted by the board.
  7. A leave of absence may be granted for other reasons not stated to a teacher for a maximum of one (1) year commencing only at the beginning of a school year. All benefits which had accrued at the time the leave commenced will be restored to the teacher upon reinstatement. Additional such leave may be granted at the discretion of the board.

8. A short term leave of absence, of not more than three (3) days without pay, may be granted upon written request to the Superintendent.
9. Up to five (5) unpaid days which apply to serious illness in the immediate family (spouse, parents, in-laws, brothers, sisters, grandparents, grandchildren or children of the employee) may be granted if approved by the superintendent. The definition of immediate family shall include all corresponding step relatives.
10. The Board of Education will comply with the Family and Medical Leave Act (FMLA). All eligible employees are required to use paid leave concurrently with FMLA. The Board uses the moving forward method, from the first work or calendar day used, to calculate leave under FMLA.

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**ARTICLE XIII:  
SABBATICAL LEAVE**

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- A. Pursuant to Section 380.1235 of the Revised School Code, teachers who have been employed in teaching at Ovid-Elsie Area Schools for seven (7) years may be granted a sabbatical leave for one (1) year, provided that the teacher must serve two (2) years subsequent to the sabbatical leave in the Ovid-Elsie Area Schools.
- B. During said sabbatical leave, the teacher shall be considered to be in the employ of the Board and shall be paid a \$2,500.00 annual salary. Any period spent on sabbatical leave shall be treated as teaching service for the purpose of applying the salary schedule set forth in Schedule A.

The Board of Education shall not be liable for death or injury sustained by any teacher while on sabbatical leave.

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**ARTICLE XIV:  
TERMINAL LEAVE**

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- A. A teacher, who upon permanent retirement or permanent separation from the District who has been employed by the District for at least the last ten (10) consecutive years, will receive a terminal leave payment based upon the Board of Education policy governing substitute teachers' pay as follows:
  1. 10-15 years - 50% of accumulated leave bank
  - 16-20 years - 60% of accumulated leave bank
  - 21-25 years - 70% of accumulated leave bank
  - 26+ years - 80% of accumulated leave bank

B. Further, the Retirement Notice Incentive (RNI) shall read:

1. This RNI is being offered to full time or part time (prorated) teachers as an incentive to notify Ovid-Elsie Area Schools (District) in a timely fashion of a planned retirement. This offer is non-negotiable and is intended for those who are permanently retiring from the District and immediately entering into the Retirement System.
  - a. Full time teachers must meet requirements for retirement as established by the Michigan Public School Employees Retirement System.
  - b. Employees selecting to retire under this plan shall have a minimum of five (5) years of service with the Ovid-Elsie Area Schools and shall provide written notice to the District on or before the dates outlined below, of the school year in which they will retire.
  - c. Purchased service credit shall not be used to determine eligibility unless done so at the option of the teacher. Further, purchased service credit shall not be applied to the total number of years of service with the District.
  - d. Payment shall be made in one lump sum along with accumulated leave bank (as defined in Article XV: Terminal Leave of the 2021-2024 Master Agreement). The Employee will have the option of the payment being placed in a 403b plan, HSA account, a Board issued check, or a combination of choice. All payment options will be completed on or before August 1st.
  - e. In the event of death of the Employee after said Employee has retired, any unpaid sums provided in Section E above shall be paid to the Employee's designated beneficiary.
  - f. Employees terminated for cause or not possessing a valid teaching certificate are not eligible for the RNI.

Years of Service	RNI by Feb. 1st	RNI by Mar. 1st	RNI by Apr. 1st	Terminal Leave Bank
5-9 Years	1% of salary	NA	NA	NA
10-15 Years	3% of salary	1% of salary	NA	50% of accumulated leave bank
16-20 Years	5% of salary	3% of salary	1% of salary	60% of accumulated leave bank
21-25 Years	7% of salary	5% of salary	3% of salary	70% of accumulated leave bank

26+ Years	10% of salary	7% of salary	5% of salary	80% of accumulated leave bank
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**ARTICLE XV:  
SPECIAL AND STUDENT TEACHING ASSIGNMENTS**

- A. Student teachers will be assigned primarily to tenure teachers. Acceptance of a student teacher by a member of the staff will be on a voluntary basis.
- B. Supervisory Master Teachers shall work directly with the administration and the program coordinator, and will assist in developing opportunities for the intern teachers to observe and practice the arts and skills of the profession.
- C. The Association agrees to accept intern teachers as honorary members during their internship period and include them in appropriate meetings and activities of the Association.
- D. The Board shall disclose the amount received from the university placing the student teachers. Monies made available to the district from the placing university, excluding monies for the school's coordinator of a cluster program, shall be used for instructional materials.
- E. The Supervisory Master Teachers shall file the necessary reports as determined by the university coordinator.

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**ARTICLE XVI:  
SCHOOL CALENDAR**

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For the term of this Agreement, the school calendar shall be as set forth in Appendix A. There shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Association.

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**ARTICLE XVII:  
PROFESSIONAL COMPENSATION**

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- A. The basic salaries of teachers covered by this Agreement are set forth in Appendix B, which is attached to and incorporated in this Agreement. Such salary schedules shall remain in effect during the designated periods. Upon return from long-term, sabbatical, or any other leave, the teacher shall return to the same step on the salary schedule as he/she had prior to the leave.
- B. Should a teacher die while employed with this school district, all earned accrued salary, terminal leave or RNI, and insurance or cash in lieu will be paid to their designated beneficiaries as listed on the state retirement form for one (1) year.

- C. The number of years a teacher may transfer from any school district in the State of Michigan or other teaching experience gained in a school district accredited by a recognized accrediting agency shall be limited. The Board reserves the right to employ a teacher at Step 1, not to exceed the number of years of experience previously gained by said teacher. It is agreed that all teachers in the Ovid-Elsie Area Schools are on the appropriate step on the salary schedule in Appendix B-1 and B-2 of the 2021-2024 Agreement. A new teaching employee will be placed on the appropriate degree schedule (i.e. BA or BA+30/MA column).
- D. Teachers involved in voluntary extra duty assignments as set forth in Appendix B-2, which is attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions of this Agreement without deviation.
- E. If a teacher substitutes during his/her assigned preparation period, he/ she shall be compensated for each such period at the rate of sixteen dollars (\$16.00) per class period. Payment shall be made twice yearly, by the second pay following the close of each semester. A copy of the substitution record shall be given to the teacher each time he/she substitutes.

In lieu of monetary compensation a teacher may accumulate additional leave days at the rate of two (2) hours for each one (1) hour substituted (high school/middle school) or one (1) hour for each ½ hour substituted (elementary).

- F. Teachers, required in the course of their work to drive personal automobiles from one school building to another, shall receive a car allowance of the current IRS mileage rate. The same allowance shall be given for use of a personal automobile for field trips or other business of the District.
- G. Credit for pay scale advancement shall be based on official college credits.
- H. Any change in classification of the teacher's salary status (for example, from BA to BA+30/MA), the teacher will move across to his/her new classification and increase in pay at the time of approval of these credits.
- I. Pay day will be on alternate Fridays, in twenty-two (22) or twenty-six (26) checks. Teachers who are making an application for retirement with the Michigan Public School Employees Retirement Fund Board may request the balance of their salary to be paid prior to June 30th, by making an application to the Board on or before the first of May (May 1).

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**ARTICLE XVIII:  
STUDENT DISCIPLINE AND TEACHER PROTECTION**

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A. STUDENT DISCIPLINE AND CONTROL

- 1. Each teacher has a responsibility for maintaining proper student control and discipline throughout the school day as well as at school sponsored activities where

he/she is serving as a sponsor or a chaperone. The teacher has the primary responsibility for maintaining control and discipline in his/her classroom. The Board will give reasonable support and assistance to teachers with respect to maintenance of control and discipline. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, or law enforcement personnel, the teacher shall advise the principal and if the principal concurs and such help is available, reasonable steps shall be taken to provide such special attention as is required. In the event of a disagreement, the teacher may appeal the decision to the Superintendent.

2. It is recognized that discipline problems are less likely to occur in classes where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. Reasonable force may be necessary to protect a teacher or student from injury, however, current Seclusion and Restraint guidelines shall be adhered to.
3. School authorities will endeavor to achieve correction for the student's misbehavior through counseling and interviews with the child and his/her parents when warranted. Transfer of the student to another teacher or other measures short of suspension will first be exhausted.

B. CARE OF PROPERTY AND SAFETY OF PUPILS

Teachers shall be expected to exercise reasonable care with respect to safety of pupils and property and are hereby cautioned that they may be individually liable to pupils and/or parents for injury as the result of personal negligence of the teacher.

C. ASSAULT

Any case of assault upon a teacher which has its inception in school centered problem shall be promptly reported to the Board or its designated representative. If the assault was by pupil or pupils, the administration shall promptly investigate the matter and determine suitable treatment for the assaulting pupil(s). The decision shall be communicated to the teacher. A designated representative shall promptly report the incident to the proper law enforcement authorities.

D. PARENT COMPLAINT

Any complaints by the parent of a student directly toward a teacher shall be promptly called to the teacher's attention if considered serious enough by the appropriate administrator to add to the teacher's personnel file.



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**ARTICLE XIX:  
GRIEVANCE PROCEDURE**

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- A. Any claim by the Association, teacher, or group of teachers, that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement shall be resolved through these procedures set forth in this Section. The primary purpose of the grievance procedure is to secure at the earliest level possible, equitable solutions to complaints or grievances of teachers or groups of teachers.
- B. If any teacher has a complaint regarding any condition of employment covered by the Michigan Teacher Tenure Act, such complaint or grievance shall be dealt with exclusively through the provision of said act and the established procedures thereof.
- C. Failure on the part of the teacher or Association to process the grievance within the specified time limits will result in the grievance being withdrawn.
- D. If any teacher or group of teachers has a complaint of unjust treatment in the interpretation or the application of this Agreement or rule, order or regulation of the Board, the procedure for the consideration of grievances shall be as follows:

**Step 1**

Personnel having a grievance shall present it verbally to the building principal not later than five (5) working days after the alleged grievance occurred. A school working day referred to below is defined as a teacher work day during the school calendar year and as a regularly-scheduled central office work day during the months of June, July, and August.

**Step 2**

If no satisfactory agreement is reached at level one within three (3) working days of the discussion, the teacher shall present said grievance in writing to the Grievance Committee of the Association within five (5) working days of the discussion at level one.

Written grievances must contain:

1. The name and signature of the grievant(s)
2. The provisions of this contract alleged to have been violated
3. The date on which the grievance occurred
4. The operative facts supporting the claim
5. The relief requested

**Step 3**

If no mutually satisfactory decision is made or if no answer is given within five (5) working days, a written appeal may be made to the Superintendent of Schools. The building principal will file with the Superintendent of Schools, with a copy to the

Association president, a brief containing the original written grievance in its entirety and her/his recommendations together with substantiating evidence for such decision.

Within ten (10) working days after the written request is filed with the Superintendent, he shall hold a hearing concerning the alleged grievance. The decision in writing by the Superintendent shall be given to the employee and the designated representative within ten (10) working days after the hearing.

#### **Step 4**

If this decision is not satisfactory, the Grievance Committee, acting as a screening body and pending every effort to solve such problem, shall appeal such written grievance to the Board Of Education not later than twelve (12) working days from the decision by the Superintendent.

The appeal of the alleged grievance must be submitted at least eight (8) working days prior to its next regular board meeting. The Board shall place said grievance on the agenda of its next regular meeting, at which time the teacher and/or the designated Association representative shall be given an opportunity to be heard. The Board shall render its decision in writing at or before the next regularly scheduled board meeting.

#### **Step 5**

If the Association is not satisfied with the disposition of the grievance by the Board, or if disposition has not been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator no later than 30 working days after the date of the final answer from the Board. If the parties cannot agree as to the arbitrator within five (5) working days from the notification date that arbitration will be pursued, he/she shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceedings.

The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from, the terms of this Agreement, or rule on any matter that relates to a prohibited subject of bargaining pursuant to the Michigan Public Employment Relations Act, MCL 423.215(3). . Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The arbitrator's fees and expenses shall be shared equally by the parties.

The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance by the end of the school term or as soon thereafter as possible. Notwithstanding any other provision in this Agreement, the Board shall have no obligation to arbitrate any grievance after the expiration of the Agreement. The Board, however, shall arbitrate grievances arising during the term of this Agreement for which a timely grievance was filed before the Agreement's expiration. Each party shall submit to the other party not later than

three (3) working days prior to the hearing a pre-hearing statement alleging facts, grounds and defense which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance. All preparations, filing, presentation or consideration of a grievance shall be held at a time other than when a teacher or a participating Association representative is to be at her/his assigned commitment to instructional obligations. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify, any of the terms of this Agreement. In rendering decisions, the arbitrator shall give due regard to the responsibility of the Board and shall so construe the Agreement so that there will be no interference with such responsibilities except as they may be specifically conditioned by this Agreement. All arbitration hearings shall be held at the District's facilities. The arbitrator's decision shall comply with the Michigan Uniform Arbitration Act, MCL 691.1681 *et seq.*

After a case on which the arbitrator is empowered to rule thereunder has been referred to her/him, it may not be withdrawn by either party except by mutual consent. No more than one (1) grievance may be considered by the arbitrator at the same time except upon written consent and then only if they are of similar nature. Each party shall assume its own cost for representation, including any expense of witnesses.

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**ARTICLE XX:  
NEGOTIATION PROCEDURE**

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- A. Representation of the Board and the Association Bargaining Committee will meet at the request of either party for the purpose of reviewing the administration of the contract and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.
1. Each party may submit to the other an agenda covering what they wish to discuss.
  2. All meetings between the parties will regularly be scheduled to take place as promptly as possible at times when the teachers involved are free from assigned instructional responsibilities unless otherwise mutually agreed upon.
  3. Should such a meeting result in a mutually acceptable amendment to the Agreement, the amendment shall be subject to ratification by the Board and the Association provided that the Bargaining Committee shall be empowered to affect temporary accommodations to resolve special problems.
- B. The Association shall designate a teacher in each building as Association Representative (A.R.). At the request of the building principal or A.R., the principal and A.R. shall meet for the purpose of reviewing the administration of the contract and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.

- C. Between March 15 and April 1, or before if mutually agreed upon, the parties shall initiate negotiations for the purpose of entering into a successor Agreement for the forthcoming year.
- D. Neither party in any negotiations shall have any control over the selection of the negotiation or bargaining representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- E. There shall be three (3) signed copies of the final Agreement for the purpose of record. One (1) shall be retained by the Board, one (1) by the Association, and one (1) by the Superintendent.

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**ARTICLE XXI:  
DEFINITION OF SENIORITY**

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- A. Seniority - Seniority shall be defined as the teacher's first working day in the school district. In the circumstances of more than one individual teacher beginning employment on the same date, all individuals so affected will participate in a drawing to determine position on the seniority list. The teachers so affected shall be notified of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place which will reasonably allow all affected teachers and Association representatives to be in attendance. A teacher shall lose his/her seniority if he/she resigns, retires, or is discharged by the Board.

Absences of a semester or longer shall reduce seniority on a pro-rated basis. There will be no reductions less than one (1) semester.

<b>ARTICLE XXII: MISCELLANEOUS PROVISIONS</b>
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- A. This Agreement shall constitute the full and complete commitment between both parties and may be altered, changed, added to, deleted from or modified, only through the voluntary mutual consent of the parties in written and signed amendment to this Agreement.
- B. Any individual contract between the Board of Education and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement.
- C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.

- D. 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 shall such provision or application not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. Copies of this Agreement titled "Agreement between the Ovid-Elsie Area Schools Board of Education and the Ovid-Elsie Education Association/MEA/NEA," shall be posted on the district website or available on request.
- F. An emergency manager appointed under the Local Financial Stability and Choice Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Financial Stability and Choice Act, 2012 Public Act 436.

Note: Inclusion of this language is required by Section 15 (7) of the Public Employment Relations Act.

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**ARTICLE XXIII:  
DURATION OF AGREEMENT**

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- A. This Agreement shall be effective upon ratification by both parties and shall continue in effect through June 30, 2024.
- B. Negotiations may be reopened to discuss insurance options during the term of the Agreement. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

**SHIAWASSEE COUNTY EDUCATION  
ASSOCIATION/OVID-ELSIE  
EDUCATION ASSOCIATION, MEA/NEA**

President

Secretary

Negotiation Comm.

Negotiation Comm.

Negotiation Comm.

Negotiation Comm.

Negotiation Comm.

**OVID-ELSIE AREA SCHOOLS  
BOARD OF EDUCATION**

President

Vice-President

Secretary

Trustee

Trustee

Trustee

Trustee

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**APPENDIX A-1**  
**SCHOOL CALENDAR**

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- A. To be established by an agreement between the OEEA, Administration and the Board of Education.
  - 1. Good Friday - No School unless mutually agreed upon.
  - 2. The calendar for the following school year will be set no later than the close of the current school year.
- B. There shall be a total of no more than 5 School Improvement Days, one (1) of which will be a full day. For school improvement days, all teacher meetings will be scheduled during normal working hours including a scheduled lunch break. Topics will be determined two weeks in advance and distributed to staff. Dates for school improvement days will be included in the calendar. Administration will attempt to provide half for district use and half for building use.
- C. For the duration of this agreement, K-12 will attend seven (7) hours of parent-teacher conference time plus one and a half (1½) hours for an open house. These dates shall be mutually determined prior to the conclusion of each school year for the following year. The format of parent teacher conferences and open house to be determined by building principals and staff.

**APPENDIX B-1  
SALARY SCHEDULE**

*Salary Schedule  
2021-2022*

<b>STEP</b>	<b>BA</b>	<b>BA+30/MA</b>
Step 1	\$39,855	\$42,645
Step 2	\$41,649	\$44,648
Step 3	\$43,521	\$46,749
Step 4	\$45,481	\$48,941
Step 5	\$47,530	\$51,246
Step 6	\$49,664	\$53,652
Step 7	\$51,903	\$56,174
Step 8	\$54,236	\$58,814
Step 9	\$56,676	\$61,579
Step 10	\$59,228	\$64,474
Step 11	\$61,891	\$67,502
Step 12	\$62,511	\$68,177
Longevity		
After 15 - 8%	\$3,188	\$3,412
After 20 12%	\$4,783	\$5,117

**Salary Schedule  
2022-2023**

<b>STEP</b>	<b>BA</b>	<b>BA+30/MA</b>
Step 1	\$40,652	\$43,497
Step 2	\$42,482	\$45,541
Step 3	\$44,392	\$47,683
Step 4	\$46,390	\$49,920
Step 5	\$48,480	\$52,271
Step 6	\$50,657	\$54,725
Step 7	\$52,941	\$57,298
Step 8	\$55,321	\$59,990
Step 9	\$57,809	\$62,811
Step 10	\$60,412	\$65,764
Step 11	\$63,129	\$68,852
Step 12	\$63,761	\$69,541
Longevity		
After 15 - 8%	\$3,252	\$3,480
After 20 12%	\$4,878	\$5,220

**Salary Schedule  
2023-2024**

<b>STEP</b>	<b>BA</b>	<b>BA+30/MA</b>
Step 1	\$41,058	43,932
Step 2	\$42,907	45,996
Step 3	\$44,836	48,160
Step 4	\$46,854	50,419
Step 5	\$48,965	52,793
Step 6	\$51,164	55,272
Step 7	\$53,470	57,871
Step 8	\$55,874	60,590
Step 9	\$58,387	63,439
Step 10	\$61,016	66,421
Step 11	\$63,760	69,541
Step 12	\$64,399	70,236
Longevity		
After 15 - 8%	\$3,285	\$3,515
After 20 12%	\$4,927	\$5,272



For the 2021-22 school year, all teacher will receive a two percent (2%) + step increase on the wage schedule. For the 2022-23 school year, all teachers will receive a two percent (2%) + step increase and all teachers will receive a one percent (1%) increase + step increase for the 2023-24 school year.

For the 2023-24 school year, the Board will provide a Five Hundred Dollar (\$500) off-schedule payment to be paid in June 2024.

Longevity after **15 years** +8% applied to base Step 1 of whichever schedule they are on (BA or BA+30/MA)

Longevity after **20 years** +12% applied to base Step 1 of whichever schedule they are on (BA or BA+ 30/MA)

### Merit Pay

Consistent with Revised School Code Section 1250, all bargaining unit members who are rated as “highly effective” or “effective” for the 2021-22, 2022-23 and 2023-24 school years, shall share equally as a part of their compensation.

For the 2021-22 school year, all bargaining unit members who are rated “highly effective” or “effective” shall receive at least One Hundred Fifty Dollars (\$150) per employee as part of the merit pay amount. For the 2022-23 school year, all bargaining unit members who are rated “highly effective” or “effective” shall receive at least Two Hundred Dollars (\$200) per employee as part of the merit pay amount. For the 2023-24 school year, all bargaining unit members who are rated “highly effective” or “effective” shall receive at least Two Hundred Fifty Dollars (\$250) per employee as part of the merit pay amount.

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**APPENDIX B-2**  
**PAYABLE EXTRAS**

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Game Manager	2.00%
M.S. Athletic Manager	4.50%
Head Football Coach	10 %
Assistant Football Coaches (5) (3 only JV/V)	7.00%
Head Boys Basketball Coach	10.00%
Assistant Basketball Coaches (2)	7.00%
Middle School Basketball Coaches (2)	4.50%
Head Baseball Coach	8.00%
Assistant Baseball Coaches (1)	5.00%
Head Boys Track Coach	8.50%
Head Girls Track Coach	8.50%
Assistant Track Coaches (2)	4.50%
Middle School Track Coach (2)	4.50%
Wrestling Coach	9.00%
Assistant Wrestling Coach (If requested by Varsity Coach)	7.00%
Middle School Wrestling Coach (1)	4.50%
Head Golf Coach (must drive to practice)	7.00%
Assistant Golf Coach (1)	2.50%
Head Cross Country Coach Boys	5.00%
Head Cross Country Coach Girls	5.00%
M.S. Cross Country Coach	3.00%
Head Girls Basketball Coach	10.00%
Assistant Girls Basketball Coaches (2)	7.00%
Middle School Girls Basketball Coach (2)	4.50%
Head Girls Volleyball Coach	9.00%
Assistant Volleyball Coaches (2)	4.00%
Middle School Volleyball Coach (2)	4.50%
Head Girls Softball Coach	8.00%
Assistant Softball Coach (1)	5.00%
Head Swim Coach	8.00%
ESports	2.00%
GSA	2.00%

Assistant Swim Coach	6.00%
Head Girls Tennis Coach	6.50%
Head Bowling Coach	3.50%
Assistant Bowling Coach	2.00%
Head Boys Tennis Coach	6.50%
Head Boys Soccer Coach	8.00%
Assistant Boys Soccer Coach	3.50%
Head Girls Soccer Coach	8.00%
Assistant Girls Soccer Coach	3.50%
Quiz Bowl Coach	2.50%
National Honor Society	2.00%
National Art Honor Society	2.00%
Varsity Fall Sideline Cheerleading Coach	4.00%
Assistant Fall Sideline Cheer Coach	2.00%
Varsity Competitive Cheerleading Coach	6.00%
Assistant Comp. Cheer Coach	3.00%
Middle School Cheerleading Coach	3.00%
Dance Team/Pom Pom Squad Coach	3.50%
Play Director (per play)	4.50%
High School Yearbook Advisor	\$500
Middle School Yearbook Advisor	\$400
Middle School Student Council Advisor (1)	2.50%
Class Sponsors:	
FRESHMAN (2) [EACH]	1.50%
SOPHOMORE (2) [EACH]	1.50%
JUNIOR (2) [EACH]	1.50%
SENIOR (2) [EACH]	1.50%
Department/Grade Chairperson(s) (one per elementary school)	2.50%
High School Student Council	4.50%
Stage and Light	6.50%

Vocal Music/Choir (Each Elementary/ Secondary)	<i>\$400</i>
Safety Patrol/Service Squad Coordinator per building (only at E. E. Knight)	<i>\$450</i>
High School Science Olympics	<i>1.00%</i>
Middle School Science Olympics	<i>1.00%</i>
Odyssey of Mind	<i>1.00%</i>
Math Counts	<i>1.00%</i>
HS Robotics (if not State funded)	<i>4.00%</i>
MS Robotics (if not State funded)	<i>3.00%</i>
Snow Sculpting	<i>2.00%</i>
Language Arts	<i>1%</i>

These percent's are based on the Bachelor's degree salary according to the number of years experience in that or in a related payable extra field.

Individuals holding a payable extra position that hold a Master's degree in that area will be paid on the MA step of experience for that payable extra. Those people presently holding payable extra positions will receive a dollar amount no less than what they previously received. This dollar amount will remain the same until the amount of the percentage of the BA exceeds that of the dollar amount presently earned. Related payable extra experience from another school district will be applied to the years of experience on payable extra scale to figure remuneration.

**APPENDIX B-3  
INSURANCE**

- A. The Board shall provide major medical for a full twelve (12) month period for each teacher and his/her entire family. Effective January 1, 2021, the District shall not exceed the following hard cap numbers.

Single - \$586.99/month  
Two-Person - \$1,227.58/month  
Full-Family - \$1,600.89/month

Effective January 1, 2022, the following hard cap numbers will not exceed:

Single - \$608.71/month  
Two-Person - \$1,273/month  
Full-Family - \$1,660/month

- B. The parties agree that dual coverage of health insurance is prohibited. A teacher who is entitled to benefits under another health insurance plan is ineligible for the Board provided health insurance.

A teacher who is discovered to have provided false certification of coverage shall be immediately removed from the Board's health insurance program and shall not be eligible for benefits during the remainder the school year.

The District shall provide insurance benefits listed above for those bargaining unit members won health leaves, sabbatical leaves, absence because of long-term disability (as defined by the LTD insurance carriers), or while on sick leave day or sick bank usage.

- C. Teachers not electing the Board offered major medical insurance will still receive dental, vision, life and LTD through NIS.
- D. The insurance programs referred to in Section A and B shall be provided, as specified in this section, to the teacher provided the appropriate applications are submitted prior to the deadline dates for the applicable open enrollment periods. The plans identified below shall comply with the Patient Protection and Affordable Care Act (PPACA) and Public Act 152 of 2011.
- E. Insurance savings will be divided equally amongst Employer and Employees who take insurance.

- 1) Employees receive 50% of all savings equally (smoothed) amongst all employees and into their HSA's who take major medical.
- 2) These monies will be distributed to the Employee's HSA account no later than September 2021, September 2022, and September 2023.

**Cash in Lieu:** the District will provide member with the current single person hard cap rate.

The district agrees to provide the current annual hard cap amount for health insurance for full time, eligible members of the bargaining unit:

These dollar amounts will be adjusted as of January 1 for the duration of the contract as specified by Michigan Law.

As a condition of participating in Plan B, the Employee must provide written confirmation that his/her enrollment in Plan B is voluntary and that he/she is enrolled in another health coverage that is compliant with the PPACA.

The Association and Employer will meet to determine a mutually agreeable health insurance plan for which the above amounts may be utilized. Any cost of insurance for an employee above the specified amount will be subject to an automatic payroll deduction, which is hereby authorized by this agreement.

## **OVERVIEW OF BENEFITS**

### **HSA OPTION 1**

The plan is designed to provide levels of benefits based on the choices you make. Benefits that are payable are subject to the terms and conditions of the plan as indicated in the following pages.

	NETWORK	NON-NETWORK
<b>Plan Year</b>	July 1 to June 30	
<b>Deductible</b>	<u>BCBS</u>	
Calendar year - applies to essential and non-essential benefits	\$1,400	
- <b>Individual</b>	\$2,800	\$2,800
- <b>Family (non-embedded)</b>	<u>BCN</u>	\$5,600
	\$1,400	
	\$2,800	
The <b>network</b> and <b>non-network</b> deductibles accumulate separately.		
Generally, each <b>covered individual</b> must pay all of the costs from providers up to the <b>deductible</b> amount before the plan begins to pay.		
Non-Embedded Family <b>Deductible</b> : If there are other family members in this plan, the overall family <b>deductible</b> must be met before the plan begins to pay.		
<b>Out-Of-Pocket Maximum</b>	<u>BCN</u>	
Calendar year - applies to essential and non-essential benefits (includes <b>deductible</b> , coinsurance, and copays, as well as the <b>prescription drug cost-share</b> )	\$4,500	
- <b>Individual</b>	\$8,000	
- <b>Family (non-embedded)</b>	<u>BCBS</u>	\$4,500
	\$2,250	\$9,000
	\$4,500	
The <b>network</b> and <b>non-network out-of-pocket maximums</b> accumulate separately.		
The <b>out-of-pocket maximum</b> is the most the <b>covered individual</b> could pay in a year for covered services.		
Non-Embedded Family <b>Out-of-Pocket Maximum</b> : If there are other family members in this plan, the overall family <b>out-of-pocket maximum</b> must be met.		

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**APPENDIX B-4**  
**SPECIALIZED SERVICES**

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A. VOCATIONAL AGRICULTURE:

An additional 16 percent on their salary schedule step. This percentage applies to each school year, which is considered to begin in September and conclude in August of the following year. No log for summer hours is required.

B. TESTING COORDINATORS:

The High School Testing Coordinator will receive an additional 2 percent on their salary schedule step. The other building testing coordinators will receive an additional one percent on their salary schedule step.

C. DIRECTOR OF GUIDANCE AND COUNSELING

First year an additional 4 percent, after first year 6 percent.

This factor is to compensate for the additional responsibility and time inherent in the position during the regular school year for teacher, plus four (4) additional days. Compensation for any day(s) as approved by the high school principal in addition to the above shall be prorated on the one hundred eighty-nine (189) days salary.

D. BAND DIRECTOR

An additional 13.5 percent.

E. ALTERNATIVE EDUCATION TEACHER COORDINATOR - \$500

F. SCHOOL IMPROVEMENT CHAIR - \$500 per building

School Improvement Chair and department chairs will be responsible for establishing goals in writing at the beginning of each year, and providing a written summary at the end of each year.

With prior approval from the superintendent, additional school time may be allowed for School Improvement responsibilities.



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**APPENDIX B-5**  
**OVID-ELSIE LEAVE BANK**

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The Leave Bank is established for the purpose of providing financial security to each member in case of prolonged personal illness or disability.

The Ovid-Elsie Leave Bank will be administered by the President of the Association with the cooperation of the Superintendent of Schools.

If a teacher wishes to receive days from the Leave Bank, the teacher will inform the Association of their need.

The Association will request days from the building where he/she teaches.

Teachers within the building may choose to donate or not.

If the required number of Leave Days are not achieved within the building, the Association will seek days from other buildings.

The Leave Bank will then furnish days that are still needed if days are available in the bank.

Teachers can donate days to fellow teachers according to the following scale.

- After 4 years of service 3 days per year.
- After 10 years of service 6 days per year.
- After 15 years of service 9 days per year.
- After 20 years of service 12 days per year.

When leaving the district after 10 years of service or more a teacher may donate 2 days for every year of service to the district.

