

MASTER AGREEMENT

between the

Olivet Education Association/
ECEA Master Agreement
(Teacher Association)

and the

Olivet Board of Education

July 1, 2023- June 30, 2025

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INTRODUCTION

This Agreement effective November 3, 2021, through June 30, 2023, by and between the Eaton County Education Association (the “ECEA”) and its affiliate Olivet Education Association (the “Association”) affiliated with the Michigan Education Association (the “MEA”) and the National Education Association, (the “NEA”), and the Board of Education (the “Board”) of Olivet Community Schools of Olivet, Michigan. The signatories shall be the sole parties to this Agreement.

WITNESSETH

The parties have a statutory obligation pursuant to the Public Employment Relations Act (“PERA”), Act 379 of the Public Acts of 1965, as amended, 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 recognizes the Association as the sole and exclusive bargaining representative pursuant to Section 11 of 1965 PA 379, as amended, for all regularly employed fulltime 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 including: secretaries, bus drivers, cooks, custodians, clerks and aides, and all others. Supervisory administrative personnel include the Superintendent, principals, and any other administrators as defined under PERA.
- B. “Certified personnel” shall mean those employees in the bargaining unit represented by the Association who meet the definition of “teacher” under the Michigan Teachers’ Tenure Act and whose position of employment with the District requires teacher certification.
- C. Regularly employed teaching personnel (“teachers”) shall include all classroom teachers and counselors, provided they are employed at least two (2) hours per day, five (5) days per week for a full semester.
- D. All generic references to male employees shall include female employees in the bargaining unit.
- E. 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. Both Olivet Community Schools administration and the Calhoun Intermediate School District GSRP shall evaluate GSRP teachers.

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, provided 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, information available 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 teacher in any employment matter because of membership status with the Association, race, creed, color, national origin, religion, age, sex, marital status or disability. The Board and the Association additionally recognize that their mutual commitment to nondiscrimination may require reasonable accommodation to teachers and accordingly agree to confer jointly with any teacher 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 one (1) school day 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. Disciplinary material;
 - 6. Transcripts; and
 - 7. Employment application.
- F. Evaluative or disciplinary materials 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. 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 teacher 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), as 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 (i.e., 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 (1) room, appropriately furnished, which shall be used as a faculty workroom. Said workroom shall be equipped with the following:
 - 1. At least one (1) computer in good working order upon request;
 - 2. Access to a telephone with an outside line; and
 - 3. Appropriate storage and seating equipment.

When the workroom equipment needs maintenance, the Association shall complete the appropriate work order (i.e., 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 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 teachers. The Board agrees that said prepared contracts shall be provided to teachers 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 seven (7) hours five (5) minutes (7:05). Fern Persons Elementary teacher’s normal workday shall not exceed seven (7) hours twenty (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 duty-free lunch. 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 that 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 meetings shall be scheduled in consultation with the appropriate teachers. An agenda will be supplied for building staff meetings. Building meetings will be nine (9) one (1) hour (9 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/her duly appointed representative on a semimonthly basis for the purpose of:
 - a. Providing staff guidance on necessary changes to schedules;
 - b. Discussing anticipated events that may have an 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 the ability for departments or grade-level teachers to meet and discuss relevant issues;
 - f. Utilize staff meeting time for school business that cannot or should not be addressed via a memo;
 - g. Provide faculty with a sense of accomplishment and ownership in the decision-making process of the school community (i.e., student handbook, teacher handbook);
 - h. School improvement meetings, not to exceed one (1) meeting a month,
 - i. Professional discussions and presentations on topics related to teaching and learning; and
 - j. Time will be given to teachers to complete work on required safety training modules.
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 their building administrator at least one (1) school day 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 a group email.
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 and/or 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, assessing student work, and other job-related activities can be done during preparation and/or conference periods. However, it is common that this work will need to be done outside the regular workday at a time of the teacher's choosing.
- Grades 6-12 teachers shall normally have five (5) scheduled preparation/conference periods 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 grades 4-12 teachers will have a minimum of 250 minutes per week of preparation time, which 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 XV Compensation. Specials 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 XV 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. The 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. The Elementary and Middle School Counselors will be paid hourly rate for up to five (5) 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 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 15th, 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
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- 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:

Kindergarten and 1st grade	23 students
2nd through 5th grade	26 students
6th through 8th grade	28 students
9th through 12th 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 in accordance with the state and/or Calhoun Intermediate School District 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 teachers' 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 (until count day or the fourth (4th) Friday of the scheduled semester, whichever is earlier), class sizes may exceed the maximums, while enrollment stabilizes, without additional compensation.
3. The administration may approach the Association to seek resolution of a class size overload by the following:
 - 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;
 - c. The decision to allow a class size overload must be approved by the Association (OEA); and/or
 - d. 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, 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; and
 - 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 by 6:30 a.m., whenever possible.
- H. A Teacher Reference Library shall include 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 online system (currently Red Rover), 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 2023-2024 school year. This includes thirty (30) hours of Professional Development and six (6) hours for data entry and/or exam grading (Records Day). The calendar days for the 2024-2025 school year will be determined at a later date. New teachers are required to attend two (2) teacher-orientation days prior to the start of the school year.
 - 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 by the first day of school.

2. A minimum of fifteen (15) hours outside a teacher's regular workday (including preparation time) of parent/teacher conferences are required. Nine (9) of those hours will be worked in the fall and six (6) hours 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 workday in the fall and six (6) hours in the spring. A three (3) hour conference is equivalent to a half-day. For example, if a teacher is ill for conferences, they would need to use half a sick day. Conference time will be balanced with calendar adjustments to maintain a normal number of work hours in a week.
3. Professional Development ("PD") days are to be used for professional development, collaborative action team meetings, and grade-level/department meetings to discuss student achievement data, planning appropriate interventions, and other appropriate instructional and/or professional purposes, including IEPC meetings. PD days can also include time for staff discussion and/or 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) calendar days prior to the PD day.
4. 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 reinstates 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 Article, said modification shall be jointly worked out between the administration and the Association in the same manner as described within Paragraph 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 using the following criteria:
1. State law and school funding requirements;
 2. Community expectation;

3. Coordination with other programs utilized by District students;
 4. In-service goals and recordkeeping needs; and
 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 (1) day conference and/or workshop, or other PD opportunity, in order to fulfill the requirements of the law. If a teacher has not fulfilled their five (5) 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 the 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 (2) missed PD and/or staff meeting hours in January at another time agreed upon between the building principal and a majority of the teaching staff. Those times may include, but are not limited to: Records Day, after school on the first or second Wednesday of the new semester, or a combination of one (1) hour from Records Day and one (1) hour on the first or second Wednesday of the new semester.
- F. Teachers who attend Commencements or Open Houses will be paid \$50.

<p>ARTICLE VII – PROFESSIONAL QUALIFICATIONS AND TEACHING ASSIGNMENTS</p>
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- A. The Association shall be notified by the Board of new teacher hires and teacher reassignment within 10 business days.
- B. A rough draft of master schedules will be distributed to staff by June 15th.
- C. Failure to file a valid Michigan teaching 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 sole responsibility of the teacher to maintain their certification.

<p>ARTICLE VIII – PAID LEAVES OF ABSENCE</p>

- 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, medical appointments, or care due to a serious health condition in the immediate family up to fifteen (15) days per year. Immediate family shall be defined

as spouse, siblings, children, grandchildren, parents, grandparents, parents-in-law, and household dependents. The teacher is entitled to use fifteen (15) 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 caregiver. Any request to use more than this must be approved by the Superintendent.

3. Up to one (1) day per school year for attendance at the funeral service of a person whose relationship to the teacher warrants such attendance, as decided by the teacher, not more than five (5) teachers attending the same funeral.
4. If a teacher is able to provide virtual instruction in the classroom, and it is permitted by the State Aid Act, the teacher will not be charged sick leave.

B. The foregoing sick leave will be granted upon the following conditions:

1. Accumulation: Credited days, as stated in Paragraph A above, are earned at the rate of one-half (0.5) day per pay period of the school year. Each sick day shall accrue at the rate of one and one-sixth ($1\frac{1}{6}$) 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 District 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 one-half (0.5) 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) days.
3. A teacher who anticipates a prolonged disability (e.g., 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 and/or disability. 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 Family Medical Leave Act ("FMLA") leave of absence 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 deemed childcare leave, which commences at the conclusion of the disability leave (see Article IX Unpaid Leaves of Absence, Paragraphs 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. Sick leave is intended to be used only for the issues listed under Article VIII Paid Leaves of Absence. 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 three (3) personal days. Part-time teachers shall receive a prorated portion of these days. Accumulated: Up to two (2) personal days not used will be added to accumulated personal days at the end of the school year for a total of five (5) personal days per year. Any personal days not used beyond two (2) will be added to accumulated sick leave at the end of the school year. (For the 2022-2023 school year only, a teacher who does not have any unused personal days at the end of the year may elect to transfer two (2) unused sick days to personal days for the 2023-2024 school year giving them a total of five (5) personal days for 2023-2024). No more than three (3) consecutive days may be used. Extenuating circumstances must have prior approval by the Superintendent. Any personal days not used will be added to accumulated sick leave at the end of the school year. Generally, personal leave should be used in situations of emergency or for purposes of conducting personal business that is impossible to conduct on weekends, after school hours, or during vacation periods.
1. The teacher 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 or PD days without discussion and prior authorization from the Superintendent.
 4. In the event of an emergency, the two (2) day notification requirement in Paragraph C.1 above 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 desiring to use personal leave shall notify administration by a form provided by the District at least two (2) school days in advance of the anticipated absence stating the day(s) to be used for personal leave. After the submission of the form, the teacher shall appropriately notify the substitute teacher service. In the case of an emergency, leave can be approved by the Superintendent or his/her designee.
 7. Personal leave shall not be granted on the opening or closing days of school, or on the day prior to and following a vacation period, except in the case of extenuating circumstances and when use is approved by the building principal.

8. 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 prior 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, the teacher, shall receive their 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 for death in the immediate family, as defined in Paragraph A. 2 above. Days may be used non-consecutively and when needed. Teacher 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 three (3) school days 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 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 and 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, Association members may contribute one (1) or more days up to a maximum of ten (10) days per year to a Voluntary Contribution Sick Leave Bank (the "Sick Leave Bank") See Appendix G Sick Bank Donation and Appendix H Sick Bank Application.
 1. The 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 (i.e., 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 Sick Leave Bank days to care for the critical illness, injury, or untimely death of a spouse or child.
 - a. Teacher may apply for Sick Leave Bank days 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 Sick Leave Bank is not available for day-to-day occasional absences, unless related to critical needs as listed above. The days may not be used for elective

- surgery, drug and/or alcohol treatment, or extending maternity and/or paternity leave unless significant medical need exists in accordance with these guidelines.
- c. The number of days that can be drawn from the Sick Leave Bank, based upon 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 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 Health Insurance and Accountability Act (“HIPAA”) release, as 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 Sick Bank.
2. The Sick Leave Bank shall be administered by District administration. Completed applications for the Sick Leave Bank will be submitted to the Business Office. Sick Leave Bank day applications will be reviewed and eligibility decisions will be made jointly by the Sick Leave Bank Committee, comprised of the Association President, an Association member from each building (designated by the Association 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 Leave Bank days by the Director of Business within three (3) business days of the Sick Leave Bank Committee meeting.
 3. All applications should be submitted at least thirty (30) days in advance of the leave request. In emergencies, the application should be submitted for expedited review as soon as possible.
 4. In the event the initial application is denied, the teacher shall be entitled to submit additional evidence and/or meet with the Association President/designee and the Superintendent/designee to review request. The Committee reserves the right to request a second opinion from a physician and/or psychologist.
 5. The decision of the Sick Leave Bank Committee shall be final and is not subject to the grievance procedure.
 6. The approval and/or denial of an application and the administration of the Sick Leave 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 1st of each school year unless the Sick Leave 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 Sick Leave Bank.

ARTICLE IX – UNPAID LEAVES OF ABSENCE

A. Leaves of absence without pay may be granted for the following enumerated reasons and conditions listed upon written request of the teacher to the Board. These leaves will be granted in the sole discretion of the Board, 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 for the maximum length of one (1) year;
2. Participation in exchange teaching programs;
3. Foreign or military teaching programs;
4. Peace Corps;
5. Teacher Corps;
6. Job Corps;
7. Elected government positions;
8. Appointed government position; or
9. Leaves required by law and within the legal constraints of this Agreement.

Other leaves of absence may be granted without pay in the sole discretion of the Board upon receiving from the requesting teacher, in writing: the purpose of the leave of absence; probable advantage to the District; length of leave requested; and such other information that will assist the Board in making a decision concerning the leave of absence.

B. With the Board's approval, a leave of absence up to a period of one (1) year shall be granted to any teacher for the purpose of childcare to commence at the conclusion of a disability leave or on the date that custody is granted in the case of an adoption, or to care for a child with a serious health condition. Any period of leave after the exhaustion of the rights guaranteed under FMLA 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, the birth of a child and the care for that child, or due to placement for adoption or foster care, as defined by FMLA, shall be taken concurrently with the foregoing leave provision to the extent of the teacher's eligibility under FMLA. Leave taken under this Paragraph B in connection with the birth of a child, or 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 Article X Family Medical Leave Act, Paragraph F.
 2. An extended leave of absence may be granted up to a period of one (1) year through the written request of the teacher. Upon return from the extended leave of absence, 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 the probable length of leave and the 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 tenured 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 sole discretion, grant such a leave specifying the beginning and ending dates of the leave not to exceed one (1) school year.
- E. In the event the Board shall place a tenured teacher on an unrequested leave of absence in accordance with Article V, Section 2 of the Michigan Teachers' Tenure Act, the teacher shall have the right to be returned to a teaching position within his/her certification.
- F. 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 from a leave of absence at the specified date of termination will entitle the teacher to restoration of all benefits previously under this Agreement. 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 District. 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 may 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 have their salary “docked” (i.e., reduced) 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

General Provisions

To the extent required by FMLA, an eligible employee shall be granted leave and the other rights specified by that law. The District has adopted the rolling twelve (12) month method of calculating FMLA. When leave is taken by an eligible teacher under FMLA, the District shall likewise enjoy all rights afforded it by that law and Board policy. This provision does not confer upon teachers greater rights of benefits than those for which they may be eligible under FMLA.

Specific Provisions

- A. “Substitution” of Leave for FMLA Leave
 - 1. Applicable sick leave shall be charged during FMLA leave, at the election of either the Board or the teacher as follows:
 - a. Paid sick leave up to 15 (fifteen) days 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 due to a serious health condition, which renders the teacher unable to perform the functions of his/her job.
- B. Any unpaid leave which is otherwise available under the provisions of this Agreement for the same purposes as FMLA shall be used concurrent. In other words, unpaid or paid leave over three (3) 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 FMLA 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 medical 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 be obtained at Board's expense. If that opinion differs from that of the teacher's health provider, the teacher and the Board (with consultation with the Association, if requested by the teacher) 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, teacher, and the 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 a reduced-schedule leave to which the teacher is entitled under FMLA 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 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.

G. Recovery of Insurance Premiums

If an eligible employee fails to return from an unpaid FMLA leave, the amount paid for continuation of benefits shall be repaid to the Board unless the teacher was otherwise entitled to the continuation of benefits under other Articles 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 teacher 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 teacher 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 actively working and under contract with the 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 and payment receipt 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 payment receipt. Reimbursement cannot be sought more than one (1) year after the Superintendent receives the course transcript and payment receipt.
 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; and/or
 - d. Graduate courses in school counseling.
 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, said teacher will be expected to refund the reimbursement. The Board has the right to deduct the refund

from the last paycheck if the refund is not received by administration by the processing time of the last paycheck for that school year.

ARTICLE XII – CONTINUITY OF OPERATIONS

The Association recognizes that strikes, as defined by Section 1 of Act 336 of the Public Acts of 1947, 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 extracurricular assignments will be made on a voluntary basis. Both parties further agree that it is desirable to have qualified members of the Association fill Schedule B extracurricular assignments. The Board will make reasonable efforts to fill these positions within the bargaining unit with exceptions as noted on Schedule B. Teachers 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. Teachers 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 teachers.
- 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 the Intermediate School District or other services available to the Board, the teacher shall request a referral form from the building principal and discuss the particular student behavior with the building principal. Upon completion of the referral form by the teacher and approval by the building principal and the parent, the form shall be forwarded to the Intermediate School District. Progress on the referral once forwarded to the Intermediate School District lies solely with the Intermediate School District. The building 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, 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, counselor and/or school social worker that a particular student requires the attention of special counselors, social workers, law enforcement personnel, physicians and/or professional persons, the administration may remove the student 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 civil 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 policy of Least Restrictive Environment ("LRE") is legally mandated. In the event that teachers are asked to perform medical tasks and/or 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 an appropriate medical and training background.
- 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 (i.e., 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 Workers' Compensation Law. Accidents and injuries are to be reported to the teacher'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, 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 recording may be used as part of an investigation.
 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/recording. If a tape/recording is potentially going to be used against a teacher, the Association President will be notified and may view the tape/recording.
 4. This Section does not preclude a teacher from videotaping/recording students or themselves for educational reasons or professional growth with the prior approval of the building administrator.

ARTICLE XV – COMPENSATION

- A. The salaries of teachers covered by this Agreement are set forth in Schedule A. The Salary Schedule is based upon a normal teaching assignment and on the regular school calendar herein defined.

New hires will be given up to five (5) years of experience credit for K-12 public school experience. An additional five years may be given at the discretion of the Superintendent for a total of ten (10) years.

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.
- C. When asked by an administrator or his/her designee to substitute for another teacher or special education teacher for the co-teacher for fifteen (15) minutes or more, a teacher shall receive additional compensation at the rate of \$30.00 per hour (60 minutes).
- D. Participation in extracurricular 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 an allowance of the 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 the teacher's voluntary resignation, provided the teacher has

been employed in the District for fifteen (15) years. No payment will be made for a teacher who was to be discharged.

- I. At the beginning of each school year, teachers shall be advanced to the appropriate Step on the Salary Schedule.

Certified professional teachers 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 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 subparagraphs 1, 2, and 3 above. However, no advancement credit will be recognized until such time as the earning of such credit falls within the specifications of subparagraph 5 below.
5. It is expressly understood that salary credit experience shall be granted only in half (1/2) steps or full steps, as per Paragraph I 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 may be added if there are at least (5) five enrollees.

- M. Regularly employed part-time teachers will be paid on a prorated basis in accordance with the Salary Schedule, including prorated fringe benefits. Preparation periods will not be allowed for any employee 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 as follows:
1. Teachers who do not use any sick leave time in any given year shall be compensated \$1,000.
 2. Teachers using no more than one (1) sick leave day in any given year shall be compensated \$1,000.
 3. Teachers using no more than two (2) sick leave days in any given year shall be compensated \$500.
 4. Teachers will be paid \$50 for each sick day not used over 110 days. It is understood that Article X, Paragraph B.2 says that sick leave may not accumulate over 110 days. However, teachers are credited with ten (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 \$1,000
 6. Teachers using no more than one (1) personal day in any given year shall be compensated \$500.
- O. All hours taken by any member of the teaching staff, in order to be applicable to lateral transfer in Salary Schedules, 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 and/or continuing certificate. If hours are not accepted by the Department of Education for purposes of permanent and/or continuing professional certification (BA+18 or BA+30), they shall not count at a later date for any other lateral Salary Schedule unless they were taken pursuant to a Masters or Education Specialists degree, or unless the teacher has 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 in the BA+18 Salary Schedule will qualify the teacher for placement on the BA+30/MA Salary Schedule, provided said hours are approved by the Superintendent and the teacher has acquired permanent and/or continuing certification.
 - a. Exceptions: Hours taken toward a Master's degree in a college-approved program. Teacher proceeds at their 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 the MA.

4. MA+15. In order to qualify, all hours taken 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 Salary Schedule, 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 Salary Schedule, proof of successful completion in the form of a college transcript, copy of the certificate, or a letter from the Michigan 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.

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, or before or after their regular school day, will be compensated additionally on a prorata basis the same as any other extra-teaching assignment which is curriculum driven at $\frac{1}{8}$ for grades 9-12, $\frac{1}{7}$ for grades 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., $\frac{1}{7}$ 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 one (1) SCECH and three (3) SCECH's equal one (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:
 1. Beginning with the 2023-2024 school year, after a teacher has completed fifteen (15) years of service with the District, based on his/her date of hire, will receive an annual stipend of \$2,000.
 2. A teacher with twenty (20) or more years of service with the District will receive an annual stipend of \$2,500.

3. A teacher with twenty-five (25) or more years of service with the District will receive an annual stipend of \$3,000.
 4. The annual 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 submitting their resignation to the Superintendent or Board between December 1 and February 1 of their last year will be compensated \$1,600.00. The teacher will be paid the first pay period in May. The teacher must have been employed as teacher for a minimum of twelve (12) years to qualify for this additional compensation.
- T. In light of the amount of time that a special education teacher spends on additional responsibilities and to attract/retain highly qualified special education teachers, each special education teacher who is placed by the district into a special education position instructing special education students will receive a stipend of \$2,000 per year. If the teacher's placement does not occur at the beginning of the year, the stipend will be prorated. This stipend will be paid out on the 2nd pay of June.

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 2011 PA 152, as amended, for the medical benefit plan coverage years beginning on or after January 1, 2024, as follows:

- \$7,702.85 per year (\$641.90 per month) for single-person coverage;
- \$16,109.06 per year (\$1,342.42 per month) for two-person coverage; or
- \$21,007.83 per year (\$1,750.65 per month) for family coverage.

During the life of the Agreement, the Board paid amounts shall adjust annually beginning January 1st to the maximum payment permitted under MCL 15.563, as amended.

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

Teachers may contribute through payroll deduction and electronic transfer additional money towards their Health Equity HSA up to the maximum amounts allowed by federal law. Teachers 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).

At the request of the OEA, both parties agree to reopen the contract to implement a different MESSA medical plan option or options.

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

1. Teachers may elect one (1) of four (4) MESSA plans including:

- (a) MESSA Choices \$1,000/\$2,000 with 10% co-insurance and 3-Tier Rx Mandatory Mail;
- (b) MESSA ABC Plan 1 \$1,500/\$3,000 for plan year 2023 and \$1,600/\$3,200 for plan year 2024, with \$0 co-insurance and ABC 3-Tier Rx Mandatory Mail, Health Equity HSA; or
- (c) MESSA Choices \$1,000/\$2,000 with 20% co-insurance and 3-Tier Rx Mandatory Mail.
- (d) Available January 2024 - Essentials by MESSA \$375/\$750 with 20% co-insurance and EbM Rx plus indemnity bundle. Any under cap amounts will be applied to indemnity premiums.

Teachers will be responsible for the deductible.

2. In addition to medical, the District shall provide the following District-funded benefits:

- (a) Dental plan through ADN (90/90/90), \$1,500 annual maximum;
- (b) \$2,000 orthodontics lifetime maximum;
- (c) Starting January 2024 - MESSA Vision Enhanced; and July 1, 2023 – December 31, 2023 Vision plan similar to VSP-3 through ADN
- (d) Starting January 2024 - Twenty-Five Thousand Dollars (\$25,000) life insurance with Accidental Death and Dismemberment (AD&D) through MESSA.

2. For those teachers not wishing to enroll in health insurance, self-funded coverage shall be as follows:

- (a) Dental plan through ADN (90/90/90), \$1,500 annual maximum;
- (b) \$2,000 orthodontics lifetime maximum;
- (c) Starting January 2024 - MESSA Vision Enhanced; and Vision plan similar to VSP-3 through ADN
- (d) Starting January 2024 - Twenty-Five Thousand Dollars (\$25,000) in negotiated life insurance with \$25,000 AD&D through MESSA..

In addition, for teachers selecting the above, the coverage may be supplemented by any MEA Financial Services, MEA or NEA sponsored options. The cash-in-lieu payment will be \$5,100 per year or \$425 per month.

- C. Teachers shall be provided Long Term Disability (LTD) with the following specifications:
1. 66 2/3, \$3,500 maximum;
 2. 60 calendar day modified fill;
 3. Freeze on offsets;
 4. Alcoholism/drug addiction up to two (2) years; and
 5. Mental/nervous up to two (2) years.
 6. Medical premium waiver for MESSA medical enrollees.
- 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 Paragraphs 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 Board's expense, with an employee co-pay, 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 insurance carrier.
- 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 "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 defined as an alleged violation, misinterpretation or misapplication of the expressed terms of the Agreement. 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. Those areas in which the Teachers' Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion); and/or
 3. Matters that are considered prohibited subjects of bargaining including but not limited to assignment, placement, layoff, recall, discipline, demotion, discharge, and evaluation.
- B. The Association shall designate building representatives to handle grievances when requested by the grievant. The Board designates the principal of each building to act as its representative at Level One, and the Superintendent or his/her designee at Level Two.
- C. The term "days" shall mean days in which the business office is open.
- D. Written grievances shall:
1. Be signed by the grievant, grievants, or the Association;
 2. Be specific;
 3. Contain a synopsis of the facts giving rise to the alleged violation;
 4. Cite the Article, Paragraph, and subparagraph (if applicable) of the Agreement alleged to have been violated;
 5. Contain the date of the alleged violation; and
 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 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 the same before the grievance shall be denied as untimely.

- E. Grievants are encouraged to informally discuss a matter with the building principal prior to filing a grievance.
- F. Grievance Timelines
1. Level One. A grievant shall, within five (5) days of the alleged occurrence of the event giving rise to 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 grievant 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. In order to appeal, the grievant will file a written grievance (along with the decision of the Superintendent) with the Secretary to the Board 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 Level Three grievances.
 - 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 Agreement.
 - 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 Revised School Code or corresponding provisions of the State School Aid Act (1979 PA 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 Agreement, 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 the District 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. General criteria for mentor teacher selection will include:
 - 1. Have demonstrated an excellence in teaching;
 - 2. Have demonstrated an ability to work with adults; and
 - 3. 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 District’s teaching staff whenever possible.
 - 2. Participation as a mentor teacher shall be voluntary and compensated according to Schedule B.
 - 3. Every effort will be made to match a mentor teacher and a 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 and 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 and new teacher match is to acclimate the new teacher and to provide necessary assistance toward quality instruction. The mentor shall report child abuse and/or neglect, sexual harassment, or other unprofessional conduct, as 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 Agreement expires, both parties shall initiate dates for 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 Agreement and to resolve any problems which may arise. These meetings are not intended to bypass the grievance procedure.
- D. 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

The parties acknowledge that, during the negotiations which resulted in this Agreement, each party 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 the Agreement. 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 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 between the Board and the Association whether verbal, written, or based on alleged past practices, and constitutes the entire agreement between the parties. Any amendment or agreement supplemental shall not be binding upon either party unless executed in writing by the parties.
- B. Any individual contract between the Board and an individual teacher shall be subject to and consistent with the terms and conditions of this Agreement.
- 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 reimburse or pay for fingerprinting and background checks made for applicants.

**ARTICLE XXIII – ANNEXATION, CONSOLIDATION,
CHANGE IN SCHOOL BOUNDARIES**

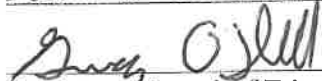
During the life of this Agreement, if annexation, consolidation, or the boundaries of the school District change, the Board agrees to notify the Association, in so far as it is in the ability of the Board to do so, in advance so the Association may bargain the effects, if any, of that change on its members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

ARTICLE XXIV – DURATION OF AGREEMENT

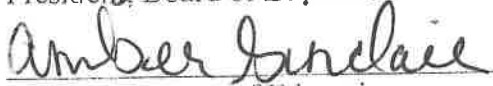
This Agreement is entered into on June 15, 2023, Association ratified on June 21, 2023, and Board approved on June 26, 2023.

If an emergency financial manager is appointed by the state under the Fiscal Accountability Act, the emergency manager may reject, modify, or terminate the Agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA). All Articles, Schedules, Appendices, and Letters of Agreement associated with this Agreement shall be in effect beginning on July 1, 2023, and shall continue in full force and effect through the 30th day of June, 2025.

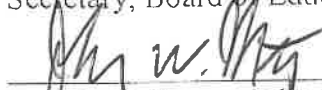
FOR THE BOARD OF EDUCATION



President, Board of Education



Secretary, Board of Education



Superintendent of Schools

FOR THE ASSOCIATION



Olivet EA PN Chair

Theresa R Miller

Olivet EA President

Signature: 
Theresa R Miller (Jul 20, 2023 10:12 EDT)

Email: millert@olivetschools.org

SCHEDULE A
2023-2024 Salary Schedule

STEPS	BA	BA+18	BA+30/MA	MA+15	MA+30
1	40,099	41,279	42,451	43,584	44,799
1.5	41,076	42,275	43,480	44,666	45,885
2	42,054	43,271	44,509	45,748	46,971
2.5	43,028	44,272	45,542	46,807	48,065
3	44,003	45,273	46,574	47,865	49,160
3.5	44,976	46,282	47,604	48,927	50,248
4	45,948	47,291	48,634	49,988	51,337
4.5	46,919	48,290	49,665	51,064	52,424
5	47,889	49,290	50,695	52,139	53,511
5.5	48,860	50,290	51,730	53,179	54,604
6	49,831	51,291	52,764	54,219	55,697
6.5	50,805	52,290	53,792	55,281	56,788
7	51,779	53,290	54,820	56,343	57,879
7.5	52,943	54,494	56,055	57,615	59,184
8	54,108	55,698	57,290	58,887	60,490
8.5	55,279	56,897	58,527	60,158	61,795
9	56,450	58,096	59,764	61,429	63,100
9.5	57,614	59,299	61,005	62,704	64,410
10	58,778	60,503	62,245	63,980	65,720
10.5	59,945	61,707	63,482	65,244	67,021
11	61,113	62,912	64,718	66,509	68,322
11.5	62,778	64,623	66,832	68,687	70,553
12	64,442	66,333	68,946	70,866	72,784
13	66,868	68,831	71,542	73,534	75,524
LONGEVITY PMT					
15 YEARS AND OVER	2,000	2,000	2,000	2,000	2,000
20 YEARS AND OVER	2,500	2,500	2,500	2,500	2,500
25 YEARS AND OVER	3,000	3,000	3,000	3,000	3,000

For the 2023-2024 school year, teachers will receive a step increase plus 4% added to salary schedule. Administration and Union Representatives worked together to identify teachers who were hired between contracts. Nine (9) teachers were identified and will receive a double step. The subject of equivalent steps will not be addressed going forward. In the event that a new successor contract is not ratified by the beginning of the school year new hires will be placed on the existing contract.

For the 2023-2024 school year, a one-time off-schedule payment of \$1,000 will be paid in September 2023. Merit Pay: Teachers rated highly effective shall receive an off-schedule payment of \$200. Teachers rated effective shall receive an off-schedule payment of \$100.

2024-2025 Salary Schedule

STEPS	BA	BA+18	BA+30/MA	MA+15	MA+30
1	41,301	42,517	43,724	44,892	46,142
1.5	42,309	43,543	44,784	46,006	47,261
2	43,316	44,569	45,844	47,121	48,380
2.5	44,319	45,600	46,908	48,211	49,507
3	45,323	46,631	47,971	49,301	50,634
3.5	46,325	47,670	49,032	50,395	51,756
4	47,327	48,709	50,093	51,488	52,877
4.5	48,326	49,739	51,154	52,595	53,997
5	49,325	50,769	52,216	53,703	55,116
5.5	50,325	51,799	53,282	54,774	56,242
6	51,325	52,829	54,347	55,846	57,368
6.5	52,329	53,859	55,406	56,940	58,491
7	53,333	54,889	56,465	58,034	59,615
7.5	54,532	56,129	57,737	59,344	60,960
8	55,731	57,369	59,009	60,654	62,305
8.5	56,937	58,604	60,283	61,963	63,649
9	58,144	59,838	61,557	63,272	64,993
9.5	59,342	61,078	62,835	64,585	66,342
10	60,541	62,318	64,113	65,899	67,691
10.5	61,744	63,559	65,386	67,202	69,031
11	62,947	64,800	66,660	68,504	70,371
11.5	64,661	66,561	68,837	70,748	72,669
12	66,376	68,323	71,014	72,992	74,968
13	68,874	70,895	73,688	75,740	77,790

LONGEVITY PMT					
15 YEARS AND OVER	2,000	2,000	2,000	2,000	2,000
20 YEARS AND OVER	2,500	2,500	2,500	2,500	2,500
25 YEARS AND OVER	3,000	3,000	3,000	3,000	3,000

For the 2024-2025 school year, teachers will receive a step increase plus 3% added to salary schedule.

For the 2024-2025 school year, a one-time off-schedule retention payment of \$1,000 will be paid in September 2024 to all teachers that return from 2023-2024 school year.

Merit Pay: Teachers rated highly effective shall receive an off-schedule payment of \$200. Teachers rated effective shall receive an off-schedule payment of \$100.

SCHEDULE B – EXTRACURRICULAR SALARIES

SCHEDULE B POSTINGS AND CONTRACTS: The Board and the Association agree that any paid extracurricular 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 on the District's website, emailing teachers and the Association President, and providing 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 who shall then assemble a three (3) person committee consisting of himself/herself or his/her designee, a building principal, and the Association President to review and approve or disapprove of the request(s) within 30 days from the submission of the proposal. The committee's decision shall be final subject to review only by the Board.

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: 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 as follows:

- A. Individuals wishing a change must go through this process and may not appeal directly to the Board 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's decision, based upon the recommendation of the committee and/or an appeal, shall be final and binding on all parties.

Athletic Activities

Schedule B Wages			
Effective July 1, 2023			
Position			
	1 – 4 Years	5 – 9 Years	10 Years +
Football			
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			
Golf			
Golf – Boys	\$2,000.00	\$2,500.00	\$3,000.00
Golf – Girls	\$2,000.00	\$2,500.00	\$3,000.00
Soccer			
Soccer – Boys	\$2,000.00	\$2,500.00	\$3,000.00
Soccer – Girls	\$2,000.00	\$2,500.00	\$3,000.00
Cross Country			
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	\$1,500.00	\$2,000.00	\$2,500.00
Basketball – Girls			
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
Basketball – Boys			
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
Wrestling			
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
Volleyball			
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
Track & Field			
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
Softball			
Head Coach	\$3,000.00	\$3,500.00	\$4,000.00
JV Coach	\$2,000.00	\$2,500.00	\$3,000.00
Baseball			
Head Varsity Coach	\$3,000.00	\$3,500.00	\$4,000.00
JV Coach	\$2,000.00	\$2,500.00	\$3,000.00
Fall Cheerleading			
Varsity	\$1,600.00	\$1,800.00	\$2,000.00
JV	\$900.00	\$1,000.00	\$1,100.00
Total Athletic	\$95,920.00	\$115,110.00	\$137,410.00

Non-Athletic Activities			
Fitness Programs			
After School Fitness	\$1,200.00	\$1,200.00	\$1,200.00
After School Fitness/Asst.	\$600.00	\$600.00	\$600.00
Other			
Ticket Taker	\$15/hr		
Advisors			
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
Curriculum & Instruction			
Mentor	\$500.00	\$500.00	\$500.00
LEAP Teacher	\$900.00	\$900.00	\$900.00
SOS	\$30/hr	\$30/hr	\$30/hr
Testing Coordinator			
Flight School			
Music			
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
Drama			
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
Winter MIFA Play	\$3,200.00	\$3,200.00	\$3,200.00
Spring Play	\$3,200.00	\$3,200.00	\$3,200.00
Drama Assistant			

- Fall	\$1,250.00	\$1,250.00	\$1,250.00
- Spring	\$1,600.00	\$1,600.00	\$1,600.00
MS Spring Play	\$1,800.00	\$1,800.00	\$1,800.00
FPE Play - Musical Director	\$900.00	\$900.00	\$900.00
FPE Play - Musical Assistant	\$250.00	\$250.00	\$250.00
FFA			
FFA Director	\$1,500.00	\$1,500.00	\$1,500.00
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
Miscellaneous			
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	\$1,000.00	\$1,200.00	\$1,500.00
5th Grade Camp	\$1,500.00	\$1,750.00	\$2,000.00
8th Grade Trip to Chicago	\$1,500.00	\$1,750.00	\$2,000.00
Science Olympiad/Quiz Bowl			
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		
Extra Duty	\$30/hr	\$30/hr	\$30/hr
Total Schedule B	\$152,420.00	\$174,010.00	\$199,510.00

Overnight Trips: Teachers (subject to administrative approval) taking students on trip who are on duty at night and spend the night will earn \$150 per day for each two days/nights of the trips.

APPENDIX A – 2023-2024 SCHOOL CALENDAR

Olivet Community Schools

2023-2024

(Board Approval on June 26, 2023)



August 21 & 22	Teacher PD/No School for Students
August 23	First Day for Students
September 1 & 4	NO SCHOOL: Labor Day
September 13	Early Release Day
October 16-19	Parent Teacher Conference Week
October 19	1/2 Day for Students
October 20	NO SCHOOL for Students & Staff
October 31	Early Release Day
November 7	NO SCHOOL: Teacher PD Day
November 22-24	NO SCHOOL: Thanksgiving Break
November 29	Early Release Day
December 22	Last Day of School before Christmas Break Dec
25-Jan 5	NO SCHOOL: Christmas Break
January 8, 2024	School Resumes
January 19	1/2 Day For Students
January 22	NO SCHOOL: Records Day
January 23	Second Semester begins
February 14	Early Release Day
February 19	NO SCHOOL
March 6	Early Release Day
March 18-21	Parent/Teacher Conference Week
March 22	NO SCHOOL
March 25-29	Spring Break
April 1	School Resumes
May 22	Early Release Day
May 27	NO SCHOOL: Memorial Day
June 5	½ Day of School for Students/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, student lunches will be offered and available.*

Student Days = 180

Teacher Days = 184 (174 Full Days, 6 Early Release Days, 3 PD Days, and 1 Records Day)

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 _____
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LEVEL ONE

A. Date Cause of Grievance Occurred _____

B. Statement of Grievance _____

C. Relief Sought _____

D. Disposition by Principal _____

Signature _____ Date _____

E. Position of Grievant and/or Association _____

Signature _____ Date _____

LEVEL TWO

A. Date received by Superintendent or Designee _____

B. Disposition by Superintendent _____

Signature

Date

C. Position of Grievant and/or Association _____

Signature

Date

LEVEL THREE

A. Date received by Board of Education or Designee _____

B. Disposition by Board of Education _____

Signature

Date

C. Position of Grievant and/or Association _____

Signature

Date

LEVEL FOUR

A. Date received by Arbitrator _____

B. Disposition and Award of Arbitrator _____

Signature

Date

APPENDIX C – COURSE APPROVAL FORM

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

Original: Personnel file

cc: Teacher
Building Principal(s)

APPENDIX D – GRADUATE CREDIT REIMBURSEMENT FORM

PRINTED NAME: _____

Below is a checklist to be completed to obtain reimbursement for college courses at **\$150/semester credit**:

- ___ A graduate college course must have approval by the Superintendent prior to enrollment in the course. (See Appendix C)
- ___ Teachers wishing to receive reimbursement shall provide a transcript/report card and payment receipt to the Superintendent within 30 days of their receipt of the transcript/report card.
- ___ Reimbursement for the course can be requested at the time the Superintendent receives the course transcript/report card and payment receipt. Reimbursement cannot be sought more than one year after the Superintendent receives the course transcript/report card.
- ___ 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.
- ___ Attach copies of the signed Course Approval Form, transcript/report card and payment receipt to this form. Course name and number to be reimbursed _____.

Amount requested _____, number of credits earned _____.

***Books, materials, and fees are not eligible for reimbursement.*

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.

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 – LEAVE REQUEST FORM

The Leave Request Form can be found on the District website: www.olivetschools.org

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:

Compensation Agreement: (please show how this was calculated)

Teacher/Date

Principal/Date

Superintendent/Date

OEA President/Date

APPENDIX G – SICK BANK DONATION

**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.

Name: _____ SS#: _____

Building: _____ Email: _____

- 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 1st of each school year unless the Bank has less than five (5) days available.
- This contribution is an irrevocable contribution.
- Days in excess of 120 may not be contributed to the Bank.

Please indicate the days of sick leave to be donated:

_____ **Day(s) of Sick Leave to be Donated**

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

Teacher Signature

Date

PLEASE RETURN THIS FORM TO THE DIRECTOR OF BUSINESS

Your request to donate _____ Sick Day(s) is: _____ Approved _____ Denied
(reason): _____

Director of Business

Date

Distribution: Copy to Employee, Payroll, Sick Bank File

APPENDIX H – SICK BANK APPLICATION

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: _____

_____ 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.

_____ 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.

_____ 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.

_____ 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 HIPAA release as it may be necessary for this information to be reviewed with the Committee. All information will be held in strict confidence.

_____ 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

Notification Received: _____ Copy to OEA President: _____

Documentation Received: _____ Request Approved: _____

Request Denied: _____ Reason: _____

Committee Signature(s) Date

Per OEA Agreement dated November 3, 2021 to June 30, 2023 Article VIII(I) Paid Leaves of Absence.

