

## **1. RECOGNITION**

- A. This Agreement is by and between the Board of Education of the Okemos Public School District, Ingham County, Michigan, hereinafter called the "Board," and the Ingham Clinton Education Association, hereinafter called the "Association."
- B. The Board agrees to recognize the Association as the sole and exclusive bargaining representative for all classroom teachers, counselors, librarians, social workers, psychologists, speech and language pathologists, special education program specialists, reading consultants and the Coordinator of Gifted and Talented Programs employed under annual contract, or on an approved leave of absence. Such representation shall exclude full or part-time supervisory, executive or administrative personnel, including Business Manager, Athletic Director, Title I Director, Curriculum Coordinator, Director of Community Education, Director of Special Education, community education program teachers, adult education teachers, ESL teachers, substitute teachers, per diem appointments, office or clerical employees, aides and paraprofessionals, custodians, and all other personnel. An employee shall be considered part of the bargaining unit only for the portion of the time that the individual is performing bargaining unit work and not for time employed in excluded positions.
- C. The terms "teacher", "bargaining unit member" and "faculty personnel," when used hereinafter in this Agreement, shall refer to all employees of the Board who are represented by the Association in the bargaining unit as above defined, and reference to male teachers shall include female teachers. The term "Board" when used hereinafter in this agreement shall refer to the Board of Education of Okemos Public Schools and where appropriate, the Superintendent or administrative designee.

## **1.2 DURATION OF AGREEMENT**

This Agreement shall be effective as of August 1, 2012. The language shall continue in effect until July 31, 2013. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the dates indicated.

## **1.3 CONTINUITY OF OPERATIONS**

The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement, it will not direct, instigate, participate in, encourage, or support any strike against the Board by any teacher or group of teachers.

## **1.4 DUES, FEES AND SALARY DEDUCTIONS – Also see Letter of Agreement (page 69)**

- A. Any bargaining unit member who is a member of the Association or who has applied for membership may sign and deliver to the Business Office an assignment authorizing deduction of professional dues in the Association. Such authorization shall continue in effect from year to year unless revoked in writing by the bargaining unit member to the Association with the indicated copy to the Business Office. Pursuant to such authorization, the Business Office shall deduct one-twentieth (1/20th) of such dues starting with the second (2nd) payroll in September and continuing for nineteen (19) pay periods thereafter.

1. Bargaining unit members employed after the commencement of the school year shall have deductions appropriately pro-rated to complete payments by the following June.
  2. Any bargaining unit member who shall not perform services for any entire month of the school year shall have his/her dues reduced by one-tenth (1/10th) of the yearly dues for the entire month not worked, except where the failure to perform services during any month was the result of the bargaining unit member taking any paid leave of absence or sick leave as provided in this Agreement.
  3. The Association shall certify the amount of United Profession dues in writing, to the Business Office, on or before the Thursday prior to the second (2<sup>nd</sup>) payroll week in September. After the deductions have been made, they shall be remitted monthly to the Association accompanied by a list of bargaining unit members for whom the deductions have been made.
- B. Any bargaining unit member who is not a member of the Association in good standing or who does not make application for membership within thirty (30) calendar days from the first day of active employment shall, as a condition of employment, pay a Service Fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to said policy.
1. The Service Fee shall not exceed the amount of the Association dues collected from Association members.
  2. The bargaining unit member may pay such fee directly to the Association or authorize payment through payroll deduction, as herein provided.
  3. In the event that the bargaining unit member shall not pay such Service Fee directly to the Association, or authorize payment through payroll deduction, the Board shall, upon completion of the procedures contained in paragraph E and pursuant to MCLA 408.477; MSA 17.277 (7) and at the request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association.
  4. The Association shall hold the Board harmless for any and all claims, demands, suits or other forms of liability by reason of action taken or not taken by the Board or its designated agent for the purpose of complying with the provisions of the Agency Shop Agreement herein contained. It is understood that the Association shall have the right to compromise claims which may arise under this save harmless clause.
- C. In the event there is a change in the status of the law, so that mandatory deduction from wages pursuant to the paragraph above is prohibited, the Board, at the request of the Association, shall terminate the employment of a bargaining unit member who refuses to authorize the deduction of the Service Fee. The termination of employment shall not occur until the procedures set forth in paragraph E have been fully met. The parties expressly agree that failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment.
- D. The Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." The Policy, applies only to non- union bargaining unit members. The remedies set forth in such policy shall be exclusive, and unless and until such procedures, including any

administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or to any other administrative or judicial procedure.

- E. In all cases of mandatory fee deduction pursuant to MCLA 408.477; MSA 17.277(7) the Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) calendar days for compliance, and shall advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected. If the bargaining unit member fails to remit the Service Fee or authorize deduction for same, the Association may request the Board to make the deduction. The Board upon receipt of the request for an involuntary deduction shall provide the bargaining unit member with an opportunity for a due process hearing limited to the question of whether or not the bargaining unit member has remitted the Service Fee to the Association or has authorized payroll deduction for same.
- F. The provisions of paragraph E shall apply equally in the event the Association seeks the discharge of the bargaining unit member, if mandatory deduction is not permitted by law.
- G. With respect to all sums deducted by the Board pursuant to MCLA 408.477; MSA 17.277 (7) whether for membership dues or the Service Fee, the Board agrees to remit said sums to the Association accompanied by an alphabetical list of bargaining unit members for whom such deductions have been made and categorize them as to members or non-members in the Association. The Association agrees to advise the Board of all members of the Association in good standing and to furnish any other information needed by the Board to fulfill the provisions of this Article and not otherwise available to the Board.
- H. The Association shall indemnify and save the Board harmless for all sums improperly checked off and remitted to the Association plus any costs, including attorney's fees incurred by the Board in connection therewith.
- I. The Board agrees to make payroll deductions for bargaining unit members upon proper authorization, including:
  - 1. Hospitalization, medical and dental insurance
  - 2. Verity Long Term Care Insurance
  - 3. Capital Area School Employees Credit Union
  - 4. Tax sheltered annuities as approved by the Board including MEA Financial Services
  - 5. Group life insurance premiums for one carrier as approved by the Board
  - 6. United Fund
  - 7. U.S. Government Savings Bonds
  - 8. And such other deductions as may be mutually agreed upon between the Deputy Superintendent (further contract references to the Deputy Superintendent is defined as "Deputy Superintendent with the responsibility of Human Resources") and the Association.
- J. Bargaining unit members who have unapproved absences shall have 1/nth deducted from their contracted salary (n = # of teacher work days).

- K. Upon appropriate written authorization from the bargaining unit member, the Board shall deduct from the after-tax salary of such bargaining unit member and make appropriate remittance for any MEA Financial Services mutual funds or other approved mutual funds. It is understood that it is the bargaining unit member's responsibility to designate his/her election of funds and to complete the necessary forms to implement the requested remittance. The remittance may not be changed more than twice in any school year.
- L. The Board and Association agree to implement a 457b Plan.
- M. Effective with the first pay in 2011-12, all bargaining unit members will have their pay directly deposited into an account established by the employee. There will no longer be an option for paper checks. Direct deposit will be required for all payroll related payments (examples: salary, longevity, extra duty etc.).

## **1.5 NEGOTIATION PROCEDURE**

By mutual agreement or upon written request of either party, but no later than ninety (90) days before the expiration of the existing contract, negotiations will be undertaken for a successor contract.

## **1.6 MISCELLANEOUS PROVISIONS**

- A. This Agreement shall constitute the full and complete commitments between the parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written signed amendment.
- B. All individual contracts shall be made expressly subject to the terms of this Agreement.
- C. This Agreement shall supersede any policies, rules or procedures of the Board which shall be contrary to or inconsistent with its terms.
- D. If any provision of this Agreement or any application of this Agreement to bargaining unit members shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law. All other provisions or applications shall continue in full force and effect.
- E. Copies of this Agreement shall be printed at the joint expense of the Board and the Association. All newly employed bargaining unit members shall receive a copy of this Agreement.
- F. Smoking shall not be permitted in school buildings or on school grounds or facilities of the school district.
- G. Should the Board decide to grant a charter to a public school academy, the Association shall be notified in writing prior to taking final action to grant the charter.
- H. If an emergency financial manager is appointed by the State under PA 4 of 2011, Fiscal Accountability Act, the emergency manager may reject, modify or terminate the collective bargaining agreement, in accordance to the law. This clause is included in this agreement because it is legally required by state law.

## 1.7 **GRIEVANCE PROCEDURE**

### A. Definitions:

1. A grievance is a claim by a teacher, a group of teachers or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement, and may be processed as a grievance as hereunder provided.
2. The term "days" as used herein shall mean working days except during the summer months when school is not in session; the term "days" shall refer to Monday through Friday, excluding holidays.

B. Any matter involving the content of teacher evaluation shall not be the basis of any grievance filed under the procedure outlined in this article, except as specified in section J-4.

C. If a bargaining unit member has a personal complaint\* which s/he desires to discuss with his/her immediate administrator, s/he shall be free to do so without recourse to the grievance procedure.

\* A complaint is a minor disagreement, which may become a grievance if left unattended.

D. Bargaining unit members may present any grievance with full assurance that such presentation will in no way prejudice their standing or status with the Board.

E. If the Association has a grievance, the Association will initiate the procedure at Level Two (2) by submitting the grievance in writing through the Association President or the Grievance Chairperson.

F. The term "grievant" shall be used hereinafter to mean either a teacher, group of teachers, or the Association.

G. To be considered under this Agreement a grievance shall be initiated by the grievant within ten (10) days of its alleged occurrence.

H. When submitting a written grievance, the grievant will utilize the grievance report form provided (Appendix C), which shall contain the following:

1. It shall be signed by the grievant.
2. It shall contain the date of the alleged violation.
3. It shall be specific.
4. It shall contain a summary of the facts giving rise to the alleged violation.
5. It shall cite the section(s) or subsection(s) of this Agreement alleged to have been violated.
6. It shall specify the relief requested.

### I. Grievance Procedure

#### 1. Level One (1)

A bargaining unit member with an alleged grievance shall personally, or accompanied by his/her Association Representative, first discuss the matter with his/her immediate

administrator in accordance with Section 1.7.G. If not satisfied, s/he may, within three (3) days, file a grievance in writing with his/her immediate administrator and the Association Grievance Chairperson. Within five (5) days of receipt of the grievance, the principal shall meet with the grievant and/or an Association Grievance Representative(s). The principal shall remit a written disposition of the grievance within five (5) days after said meeting.

2. Level Two (2)

If the grievant and/or the Association Grievance Representative(s) are not satisfied with the disposition at Level One (1), the grievance shall, within five (5) days be transmitted to the Superintendent. Within five (5) days after receipt of the grievance, the Superintendent or his/her designee shall meet with the grievant and/or Association Grievance Representative(s) to hear testimony. The Superintendent shall remit a written disposition within five (5) days after said meeting.

3. Level Three (3)

If the grievant and/or the Association Grievance Representative(s) are not satisfied with the disposition at Level Two (2), the grievance shall be transmitted within five (5) days to the Board Grievance Committee. Within five (5) days of receipt of the grievance, the committee, at its option, shall decide whether to waive a hearing before itself or before the full Board. In any event, it shall communicate its decision to the Association in writing within five (5) days.

If a hearing is to be held, it shall be within fifteen (15) days after the committee decides how to proceed. A written disposition shall be remitted to the grievant within five (5) days after the hearing. If the Board or its committee does not respond, or responds negatively, the Association may proceed to arbitration. Items within the scope of 1, 2, and 4 of section J. will be heard by the committee at the request of the grievant.

4. Level Four (4)

If the Association is not satisfied, or if the time limits are not met, the grievance may be submitted to arbitration under the voluntary Labor Arbitration Rules of the American Arbitration Association which shall likewise govern the arbitration proceedings. If submission to arbitration is to occur, the President of the Board shall be notified in writing within twenty- one (21) calendar days following the disposition at Level Three (3). The Association will submit the grievance to arbitration within twenty-one (21) calendar days following notification of the President of the Board. Within ten (10) calendar days of receiving the list of potential arbitrators from the American Arbitration Association, the parties will mutually agree on an arbitrator.

a. The decision of the arbitrator shall be final, conclusive and binding upon the Board, administrators and all bargaining unit members. Any lawful decision of the arbitrator shall be placed into effect, subject to the right of the Board or the Association to judicial review.

b. The powers of the arbitrator are subject to the following limitations:

- 1) S/he shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
  - 2) S/he shall have no power to establish or change any salary guide or salary schedule.
  - 3) S/he shall have no power to change any practice, policy or rule of the Board.
  - 4) S/he shall have no power to decide any question which under this Agreement is within the responsibility of the Board to decide.
  - 5) Where no wage or fringe benefit loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
  - 6) S/he shall have no power to interpret State or Federal law.
  - 7) S/he shall have no power to rule on any matter involving a prohibited subject of bargaining under the Public Employment Relations Act (PERA).
- c. After a case on which the arbitrator is empowered to rule has been referred to him, it may not be withdrawn by either party except by mutual consent.
  - d. No more than one (1) grievance may be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
  - e. The cost of the arbitrator shall be borne equally by the parties except that if arbitration is held during the workday, the bargaining unit members involved in the arbitration case will receive their pay. The Association agrees to reimburse the District for the salary of a substitute teacher should one be employed.

J. The following matters are subject to the grievance procedure but not to Level Four (4), binding arbitration:

1. The termination of services or failure to re-employ any probationary teacher.
2. The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule.
3. Any claim or complaint subject to the procedure specified in the Teacher Tenure Act (Act IV of the Public Acts, Extra Session, of 1937 of Michigan, as amended). Violations of the contractual or statutory evaluation procedures are subject to the Grievance Procedure including arbitration.
4. The content of an evaluation of a probationary teacher if the teacher is not being recommended for contract renewal.

- K. A grievant has ten (10) calendar days from the time of written notification (dated and signed by the building administrator and bargaining unit member) of the building administrator's recommendation that his/her service will not be continued as stipulated in above items 1, 2 and 4, to file a grievance in writing to the Superintendent. Within three (3) calendar days from receipt of the grievance, the Superintendent shall render a written decision. In the event that the grievant is not satisfied with the disposition of the grievance, s/he shall, within three (3) calendar days request a hearing before a committee composed of his/her immediate administrator, the Superintendent, a representative of the Association and three (3) Board members appointed by the president of the Board. The grievant shall have the hearing before this committee within five (5) calendar days after the Board receives the grievant's request. Within three (3) calendar days after the hearing, one (1) of the three (3) Board members who was present at the hearing shall remit a written disposition of the grievance to the grievant.
- The termination of those bargaining unit members specified in section 2.6 C may, at the option of said bargaining unit members, be subject to binding arbitration as set forth at Section I.4 of this Article.

## **2.1 RIGHTS OF THE BOARD**

- A. The Board has responsibility and authority for the direction and management, on behalf of the public and the State of Michigan, of all the operations and activities of the District in accordance with the Constitution, statutes, Administrative Rules, Attorney General opinions and court decisions of the State of Michigan and the United States.
- B. The provisions of this Agreement shall be and hereby are in conformity with the above laws, rules and interpretations.
- C. By its own decision, the Board agrees to the terms of this Agreement, but in entering into this Agreement the Board does not and cannot divest itself of its policy-making power to make the final decision in any situation which falls beyond the terms of this Agreement.
- D. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

## **2.2 FACULTY RIGHTS**

- A. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property, provided that such business does not interfere with the instructional program of the school. The second Tuesday of each month, outside of regular school hours, will be reserved for Association meetings. The administration will not schedule meetings that require the attendance of bargaining unit members that may be involved in Association meetings on the second Tuesday of the month.
- B. Upon the approval of the building administrator, bargaining unit members will have the right to use school facilities and equipment on school grounds at times when such equipment is not in use for regular operation, provided the Association has trained operators. The Association shall pay for the cost of all materials, supplies and other costs incidental to such use.



- C. Upon request, the Board will furnish to the Association, a copy of all available public information related to the financial resources of the District, Board meetings, faculty addresses, and such information as will assist the Association in developing programs on behalf of bargaining unit members, together with reasonable information which may be necessary for the Association to process a grievance.
- D. Bargaining unit members shall be involved in the initial planning for educational specifications for building and for annual budget requests. The Board also recognizes the contributions to be made by bargaining unit members in the development of plans having a direct bearing upon the educational program of their classes or schools.
- E. Recognizing good teaching as the hallmark of the professional teacher, the Board looks to the faculty as professionals, trained in the preparation and development of educational programs. The Board and the Association consider excellence as the only acceptable standard in the education of children and place confidence in the ability of the faculty to be innovative, to base its innovations upon research and the development of well-constructed programs before employing them in the classroom. It is the responsibility of the Board to provide resources for such Board-approved activities. The faculty shall subject its instruction to continuing evaluation. The Board delegates the careful scrutiny of written proposals for innovation to the administration.
- F. The provisions of this Agreement and the policies and practices of the District shall be applied without regard to race, color, national origin, religious belief, political activities, professional association activities, age, marital status or, sexual orientation, or gender.
- G. If a principal shall receive a complaint regarding a bargaining unit member from a parent or a student, s/he shall first investigate the validity of the complaint within a reasonable period of time. If s/he shall determine that the complaint is valid, it shall be brought to the bargaining unit member's attention in writing and shall specify the administrative action taken, if any, within ten (10) school days after the determination of its validity.
- H. The Board recognizes the concept of progressive discipline. However, the Board reserves the right to apply the disciplinary sanctions it determines to be appropriate to a specific set of circumstances. Discharge, demotion or other discipline of certified bargaining unit members shall only reflect a reason(s) that is not arbitrary or capricious. No non-certified bargaining unit member shall be discharged, demoted or disciplined without just cause. All information forming the basis for disciplinary action will be made available to the bargaining unit member and the Association at the request of the bargaining unit member. Reference: Board Policy 4117
- I. The Michigan Child Protection Law requires the parties to report child abuse or neglect to the Department of Protective Services where there is reasonable cause to suspect that a student has been abused or neglected as defined by said law. Said law provides that the name of any person who reports child abuse/neglect is confidential and further, that disclosure of same may result in criminal as well as civil liability/penalty.
  - 1. Should an administrator receive a complaint against a bargaining unit member, the nature of which requires that s/he report same to the Department of Protective Services and which may result in disciplinary action against the bargaining unit member due to a breach of this Agreement, Board policy or other work rules, the bargaining unit member shall be informed that a report has been or will be filed if permitted by law.

2. When such report alleges a breach of this Agreement, Board policy or other work rules as provided above, the administrator shall conduct an independent investigation in accordance with Sections G and H of this Article.
  3. To the extent permitted by law and upon completion of the investigation, all information forming the basis for disciplinary action will be made available to the bargaining unit member and the Association at the request of the bargaining unit member.
  4. Prior to the imposition of any discipline, the administrator shall provide an opportunity for due process hearing wherein the bargaining unit member shall have an opportunity to be heard on the allegations(s) at issue.
- J. With the exception of letters of recommendation and documents that are exempt under the Bullard Plawecki Act, a bargaining unit member shall have the right upon request to review the contents of his/her personnel file located in the Board of Education Building, under the supervision of an administrator. At the request of said bargaining unit member, a representative of the Association may accompany said teacher at the time of review of such records.
- K. Documents to be filed in the bargaining unit member's personnel file recording discipline in any form shall be reviewed by the teacher and initialed at the time of inclusion in the personnel file. A bargaining unit member may, at his/her option, submit a written statement and have the same attached to the file copy of the document.
- L. Bargaining unit members shall have the right to request the presence of an Association Representative when being formally reprimanded or formally disciplined, both of which shall be in writing. After such request is made, no action shall be taken until a representative of the Association is present.
- M. Bargaining unit member have the right to expect the support of the administrative staff and the Board in assisting with student disciplinary problems within the policies established by the Board.
- N. It is agreed that the Board will provide legal counsel to advise bargaining unit members of their rights in connection with pupil or teacher-pupil assault incidents, provided bargaining unit members are acting within the terms of this Agreement.
- O. Bargaining unit members shall be free to discuss findings and conclusions in their respective fields or areas of knowledge. New ideas based upon scholarly evidence, contemporary thought, and conflicting opinions among specialists may be discussed in the classroom. It is correspondingly recognized that academic freedom and responsibility exist within the framework of the law, the K-12 setting and the community. A bargaining unit member shall not seek to advance or promote personal, political or religious views in the classroom.
- P. The Association shall have the right to post notices of its activities and matters of concern on faculty bulletin boards, at least one (1) of which will be provided in each school. The Association may use the regular inter-school mail service and faculty mailboxes for communications to faculty personnel.

- Q. Bargaining unit members will be informed by their building administrator of budgetary changes which would affect their program. Bargaining unit members will be given the opportunity to present to appropriate administrators the implications of such changes on their programs. This provision shall not be construed as an attempt to control budgetary matters which are the sole responsibility of the Board; rather, its intent is to improve budgetary communication among teachers, administrators, and the Board.
- R. All teachers will provide lesson plans for substitute teachers. A substitute will be provided for art, music, physical education, special education classroom teachers and special education resource room/teacher consultants when they are absent. Specialists in the foregoing areas shall provide lesson plans for substitutes who are not trained in that discipline.
- S. The faculty may utilize the Day Care facilities at residential rates.
- T. Bargaining unit members agree to comply with policies, rules and procedures as adopted by the Board and administration provided same are consistent with the provisions of this Agreement.
- U. If the Board receives a Freedom of Information Act request concerning materials contained in a bargaining unit member's personnel file, it will notify the Association and the bargaining unit member prior to or at the time of fulfilling the request of the materials requested and if requested by the bargaining unit member, furnish copies of the materials. The Board reserves the right to charge the Association the same amount for copies as it charges the person making the request under the Freedom of Information Act. If other requested materials are not in the personnel file and the bargaining unit member is named in the F.O.I.A. request, then the foregoing shall also apply.

**2.3 RECRUITMENT, SELECTION, APPOINTMENT AND CERTIFICATION-Also Reference Board Policy 4115**

- A. Administration may ask bargaining unit members to interview and discuss prospective personnel. Particular effort will be made to involve the bargaining unit members in the interviews of personnel holding special certificates.
- B. The goal of a balanced staff in each building shall be considered as specified in Section A above in all faculty appointments.
- C. Bargaining unit members who are employed under credentials which have been falsified will be terminated immediately. They will also be liable for any remuneration received.
- D. Patrons of the Okemos School District may be selected by the Superintendent and the authorized representative of the Association to assist in interviewing and recommending prospective personnel.

**2.4 ASSIGNMENTS, VACANCIES AND TRANSFERS-Also Reference Board Policy 4115**

- A. All bargaining unit members shall receive written notice of their tentative assignments at least thirty (30) calendar days prior to the start of the school year. Such written notice shall include the grade level(s), subject matter and the building to which the bargaining unit member is assigned.

- B. With the exception of those extra-duty positions that are expected to be held by the teacher assigned to the specific classes of band, orchestra and choir, assignments in addition to the regular teaching load including extra-duty positions shall not be obligatory, but will be with the consent of the bargaining unit member. All such positions shall be considered vacant on an annual basis and shall be posted at the end of a sports season or at the end of the school year whichever is applicable. All bargaining unit applicants shall be granted an interview. Said positions shall be filled in accordance with Section 2.4, K.5. The incumbent in the posted extra-duty position will automatically be considered an applicant unless s/he shall notify the building principal/ Athletic Director to the contrary.
- C. Should a bargaining unit member be involuntarily transferred to a different building or reassigned to a different grade level or department, the following procedures shall apply:
1. The bargaining unit member shall have the right to a conference with regard to the reasons for such change prior to the final decision.
  2. If a transfer to a different building or reassignment to a different grade/department is being considered after written notification of assignments, the bargaining unit member to be affected shall be notified and upon his/her request, a conference will be held within seven (7) calendar days of said written notification. Once a final decision is made with regard to the transfer or reassignment, it shall be in writing, signed by the Superintendent or his/her designee and shall set forth the reasons for the transfer or reassignment.
  3. Transfers or reassignments that are subsequent to August 8 and which require substantially different preparation shall entitle a bargaining unit member to a maximum of two (2) days, six (6) hours per day, at the rate of twenty-two dollars and fifty-five cents (\$22.55) per hour. Substantial shall be defined as an elementary grade level change or middle/high school department change of at least three (3) periods which, in all cases, have not been assigned to the bargaining unit member during the preceding three (3) years. This shall not apply when the transfer or reassignment is pursuant to the bargaining unit member's request for same.
- D. The building administrator will interview bargaining unit members who responded to the posting of a specific vacancy, as well as outside applicants. Administration may include staff members in the interview process. The staff on the interview team will be selected by the building administrator. The committee will act in an advisory capacity, with the administrator making the final hiring decision.  
The building administrator shall fill the vacancy in accordance with paragraph K of this article.
- E. Bargaining unit members who transferred to supervisory or administrative positions, and who later return to a bargaining unit position, shall retain such rights as they had under this Agreement prior to such transfer. Administrators who were bargaining unit members shall have seniority in accordance with Section 2.5, B-1-b.
- F. For purposes of this Agreement, a vacancy shall be defined as a position in the bargaining unit which the Board intends to fill and for which there are no displaced, qualified teachers, and which was vacated or created for one of the following reasons: newly created, retirement, discharge for cause, abandonment, transfer of a bargaining unit member, leave of absence for one year or longer or resignation.

1. Whenever a vacancy occurs in the bargaining unit and the vacancy is to be permanently filled, the Board shall post the vacancy in each school building for a minimum of seven (7) calendar days.
2. The administration shall have the right to fill a vacancy on a temporary basis.
3. In an effort to minimize disruption to students and to programming, should a vacancy occur on or after the first day teachers report to work, it will be considered a “temporary” position and may only be posted externally, In May of that academic year, the “temporary” position, as originally posted, will be posted internally as a vacancy for the following school year if the position still exists. In the event another bargaining unit member is selected to fill the vacancy, the bargaining unit member who held the “temporary” position will be eligible to apply for other vacancies as they exist.
4. During the summer months when school is not in session, the following procedure in addition to the procedures heretofore, shall be followed:
  - a. The human resource department will continue to send notices of vacancies to bargaining unit members’ school e-mail addresses.
  - b. Any bargaining unit member so notified shall have the responsibility to contact the Human Resources Office indicating an interest in said position within three (3) business days of receiving such notification, unless otherwise specified in the specific notice of vacancy.
5. To accommodate unanticipated enrollment changes, the aforementioned minimum posting period shall be reduced to two (2) business days during the first three (3) weeks of the school year.

G. In filling vacancies the administration will follow the following provisions:

1. In an effort to maximize the number and quality of candidates applying for positions within Okemos Public Schools, the Board is not required to create part-time positions or maintain part-time positions from one year to the next.

If a current full time bargaining unit member wishes to be considered for part time status in the following academic year, a request must be submitted to the building administrator no later than March 15. Likewise, if a full time bargaining unit member who voluntarily opted for part time status wishes to return to full time status in the next academic year, a request must be submitted no later than March 15.

## **2.5 REDUCTIONS IN PERSONNEL-Also Reference Board Policy 4114**

- A. The Association recognizes the exclusive right of the Board of Education to determine if a reduction in personnel is necessary. If a bargaining unit member is part-time and has never had full time status, a reduction in hours shall not constitute a layoff within the meaning of this Article, and such bargaining unit members shall not suffer a reduction in insurance benefit levels for the school year in which the reduction in hours occurred. After that school year, insurance benefit levels will be adjusted.

- B. The term "seniority" as hereinafter used shall be defined as the number of continuous years of employment by Okemos Public Schools.
1. "Continuous service" shall date from the last date of hire with the Okemos School Board. "Last date of hire" shall be defined as the first day of contracted work.
    - a. Continuous service shall not be interrupted by a leave of absence granted pursuant to the provisions of this Agreement.
    - b. A bargaining unit member on lay-off will continue to accumulate seniority. Except as noted below, a bargaining unit member transferred to an administrative or supervisory position shall retain, but not accumulate, seniority pursuant to 2.4 H. An administrator certified as a teacher hired in Okemos before September 1, 1983 has seniority status as a teacher from the date of employment in the Okemos Public Schools. Administrators hired from outside the bargaining unit employed after September 1, 1983 shall not have seniority in the OEA bargaining unit.
    - c. Part-time bargaining unit members shall accumulate seniority at a full-time rate.
    - d. Resignation, dismissal, abandonment or retirement shall cause the interruption of continuous service and shall result in the loss of all previously acquired seniority.
    - e. In the event two (2) or more bargaining unit members have the same amount of continuous service, the administration shall break ties by using the following criteria in the order stated:
      - 1) Total K-12 teaching experience;
      - 2) Advanced degree(s);
      - 3) Hours beyond a degree(s); and
      - 4) Participation in extracurricular activities
  2. The term "certification" as used herein shall be defined by the Department of Education of the State of Michigan.
- C. Notification of layoff shall be in writing and shall either be personally delivered and signed for by the bargaining unit member or sent by registered or certified mail to the bargaining unit member at the last known address, as shown on the records of the Human Resource Office.
- D. Any layoff pursuant to this Article shall automatically terminate the individual employment contract with the bargaining unit member and shall suspend for the duration of the layoff, the Board's obligation to pay salary or fringe benefits for any laid off bargaining unit member, individual or supplemental employment contract as well as benefits under the collective bargaining agreement except that the bargaining unit member shall receive the prorated portion of the twelve-month insurance year earned through the last day of employment. Further, the individual employment contract executed between each bargaining unit member and the Board is subject to terms and conditions of this Agreement. It is intended that this Article take precedent over and govern the individual contract and the individual contract is expressly conditioned upon this Article.

- E. The Board shall develop a seniority list by December 1 of each school year and provide for the posting of said list in each of the buildings in the District. A copy of said list shall simultaneously be forwarded to the Association President.

## **2.6 TENURE AND NON-TENURE POSITIONS**

- A. The Board will operate under the Michigan Teacher Tenure Act (Act #4 of the Public Acts of the Extra Session of 1937, as amended).
- B. Bargaining unit members do not acquire tenure in the following positions. However, after satisfactory completion of the probationary period, all certificated personnel in these positions will be granted continuing tenure as classroom teachers, if they possess a classroom teaching certificate
  1. Counselors
  2. Coordinators of Instructional Material Centers
  3. Reading Specialists
  4. Any other certified teacher employed other than as a classroom teacher
- C. School psychologists and school social workers, as well as the positions listed in B above, will not be subject to sections of the contract that conflict with the nature of their services.
- D. Assignment to extra-duty positions and extra pay for extra week assignments terminate at the end of each fiscal year and shall not constitute a tenure payment or a tenure assignment to the position and salary listed.

## **2.7 SUSPENSION - TERMINATION**

- A. Suspension shall be interpreted to mean temporary removal until the situation that exists can be reviewed and considered. Suspension may also be a form of discipline with or without pay in accordance with Section 2.6 A. of this Agreement.
- B. Termination of service shall be interpreted to mean the end of the contractual relationship between the Board and bargaining unit member as provided under the Michigan Tenure Act.

## **2.8 EVALUATION**

- A. It shall be the administration's responsibility to evaluate the bargaining unit member's performance. The Board of Education shall adopt evaluation processes and procedures as set forth in Sections 1248, 1249 and 1249a of the Revised School Code.

## **2.9 MENTOR TEACHERS**

- A. A Mentor Teacher shall be defined as a Master Teacher as identified in Section 1526 of the School Code and shall perform the duties of a Master Teacher as specified in the School Code and State Administrative Rules and Regulations.
- B. Each bargaining unit member in his/her first three (3) years in the classroom shall be assigned one or more Mentor Teacher(s) by the Administration. The Mentor Teacher shall be available to

provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a collegial fashion.

- C. A Mentor Teacher shall be assigned in accordance with the following:
1. Participation as a Mentor Teacher shall be voluntary.
  2. The Mentor Teacher assignment shall be for one (1) academic year subject to review. The appointment may be renewed in succeeding academic years.
  1. Should either the Mentor Teacher or the Mentee present cause to dissolve the relationship, the administration will meet with the Mentor Teacher and the Mentee to determine an appropriate course of action.
- D. Upon request, the Administration may provide release time so the Mentor may work with the Mentee in his/her assignment during the regular work day.
- E. Mentees who are new to the profession shall be provided with a minimum of fifteen (15) days of professional development instruction during their first three (3) years of classroom teaching.
- F. Performance responsibilities of a Mentor Teacher may include but not be limited to: Work to establish a relationship with Mentee based on mutual trust, respect and collegiality; provide encouragement, support, guidance and feedback when needed; help Mentee feel welcome; take part in training to enhance teaching and mentoring skills; complete periodic evaluations of Mentor-Mentee program, as requested; contact mentees, minimally once a week, for formal or informal meetings; help Mentee learn about resources, procedures, curriculum, students' needs, building and district policies, regulations and schedules; promote a smooth transition between teacher training and the actual classroom setting; facilitate three-way conferences involving the Mentor, Mentee and Principal; provide opportunities for Mentee to observe the Mentor and other teachers; share new and alternative materials, methods and resources with Mentee; observe Mentee's teaching in a classroom setting; conduct pre and post observation conferences; and assist Mentee with goal setting.
- G. Bargaining unit members who serve as mentors shall be compensated an annual amount equal to one percent (1%) of their annual contracted salary as set forth at Article 5.2 Salary Schedule for each mentee.
- H. Bargaining unit members new to the Okemos Public Schools, but with prior teaching experience, will receive a mentor for one year. The stipend will be the same as it is for current mentors, 1% of their annual contracted salary as set forth at Article 5.2 Salary Schedule for each mentee.

### **3.1 CLASS SIZE**

- A. The Board shall make a great effort to ensure that:
1. Kindergartens shall have an optimum class size of 18 and shall not exceed 20. A paraprofessional will be employed when a Kindergarten class reaches an enrollment of 12. Evening parent teacher conferences shall follow the guideline established for Kindergarten teachers in Article 3.4, F.1.



2. Kindergarten shall have a class size not to exceed twenty-five (25) students. Should a kindergarten class size reach twenty-one (21) students, a classroom aide shall be added.
3. First and second grades shall have a class size not to exceed twenty-five (25) students.
4. Grade 3 shall not exceed twenty-seven (27) students.
5. Grade 4 shall not exceed twenty-nine (29) students.
6. Grade 5 shall not exceed twenty-nine (29) students and grade 6 shall not exceed thirty (30) students.
7. Elementary combination classes shall not exceed twenty-one (21) students (exclusive of Montessori).
8. In K-4, if there are two (2) or four (4) sections of a grade level, the students will be equally distributed into three (3) sections of art/music/physical education, (Exception: Montessori).

Class size shall not exceed the following: K-2=28, Grade 3 = 31, Grade 4 = 33. If class sizes exceed this maximum the Association, Administration and bargaining unit member will meet to problem solve available solutions in either compensation equal to \$1500 per year; prorated at a semester = \$750; or an aide.

If there are two (2) sections at one grade level and four (4) sections at another grade level, these will be paired to form two (2) three-day rotations.

9. The total student load shall not exceed 180 at the middle school for those teachers who teach six class periods and shall not exceed 150 for those teachers who teach five class periods or 150 at the high school, with no single class at either building exceeding 30 students.

Should all like classes at the middle school(s) and high school be at the above-stated maximum, students shall be placed within a class or subject area provided that such placement shall not exceed the teacher's total student load set forth above.

Should a 6 – 12 grade academic classroom exceed 30 students under provision 3.1 A5 of the master agreement, the teacher will be given the option of a classroom aide equivalent to the amount of actual class time per day.

A grade 6 – 8 teacher who had an ITM during the 2002-03 school year shall be provided an annual stipend of \$1,500.00 if s/he has more than 150 students at a middle school as part of a seven period day with one planning period.

10. Word processing and physical education classes shall not exceed 110% of the above per class maximums, with total student load not exceeding 198 at the middle schools or 165 at the high school.
11. Writing classes at the high school shall not exceed 23 students.

12. The disparity in class size between the same course offered the same hour at the high school cannot exceed four (4) students. The necessary adjustments will be made up to, but not including, the first student day of the school year. However, prior to the start of the school year, a disparity of more than four (4) may be created where a student must drop or add a class for a demonstrable need with the recommendation of the counselor and the approval of the administrator. During the first week of classes, the administrator will inform the department chairperson and the building association representative of the disparity, as well as the rationale. Once the school year begins, disparity will only be addressed in the case of students adding specific courses.
13. Section A does not apply to performing music classes.
14. Whenever possible, categorized special education students shall be evenly distributed when placed in general education classrooms, except where an unequal distribution would be in the best interest of the student. Special services and support personnel shall be available to the classroom teacher to help meet the educational needs of the students who are mainstreamed.
15. Should caseload limits, beyond State approved waivers, be exceeded, a discussion will be initiated between the Director of Special Education, a Central Office administrator, the affected staff member and an OEA representative to generate viable options. All options will be considered by administration prior to the final decision.
16. Elementary PPK-K Montessori shall have a class size not to exceed 27 students. Such classes will consist of two (2) grade or three (3) age levels in a multi-age setting.

First and second grade, and third and fourth grade classrooms shall have a class size not to exceed 30 students.

Fifth and sixth grade classrooms shall have a class size not to exceed 32 students. One five class period paraprofessional per classroom if class sizes are 23 students or higher; if a class size is 20-22 students, a three (3) class period paraprofessional will be assigned. Classrooms with below 20 students will share one (1) five class period paraprofessional. Changes in paraprofessional hours resulting from enrollments will occur at natural breaks and/or at the end of a trimester.

Seventh and eighth grade classrooms shall have a class size not to exceed 32 students. One three class period paraprofessional per classroom if class sizes are 23 or higher; if a class size is 20-22, a two (2) class period paraprofessional will be assigned; Classrooms with below 20 students will share one (1) three class period paraprofessional. Changes in paraprofessional hours resulting from enrollments will occur at natural breaks and/or at the end of a trimester.

Montessori classes shall have a maximum of one (1) paraprofessional per classroom unless otherwise required by law or regulation.

- B. A special education student who is mainstreamed into a regular education classroom at least fifty percent (50%) of the time shall be counted as a student in all classes into which s/he is mainstreamed.

- C. A bargaining unit member who teaches in a laboratory or classroom where hazardous equipment and materials are to be used shall notify the building principal when and if the number of teaching/learning stations will not allow a student(s) to perform the work required with the provided equipment and materials in a safe manner.
- D. If class size exceeds the stated maximums at the elementary level, the following provisions shall apply:
  - 1. Up to and including five (5) instructional days following the Friday after Labor Day, if any section exceeds class size limits by one student or more, the district will add a section.
  - 2. After that Friday - If a single class size exceeds class size limits by at least one student, an aide will be added. If class sizes exceed maximums and a classroom aide is required per contract, the teacher(s) will have the following options: 1). Share the aide and the excess students or 2). One classroom receives the aide and the excess students. Within an elementary school, if one section at a specific grade level is 3 students over class size limits and all other sections at that same grade level are 2 students over class size limits, the administration will establish another section

See Letter Of Agreement, page 65, “Establishing Number of Sections” for further clarification.
- E. No bargaining unit member assigned to grades 5-12 will be required or expected to have more than three (3) different class preparations unless s/he so desires. A class is defined as a given course outlined in a subject area.

### 3.2 **TEACHING HOURS**

- A. Bargaining unit members shall be available for evening conferences and shall initiate contacts with parents or their students to arrange for such conferences.
- B. The normal day for bargaining unit members shall be considered as those hours required to perform their professional teaching duties, whether they be before, during, or after the student day.
- C. Pupil/teacher contact time shall not exceed 1,675 minutes per week during the term of this Master Agreement commencing with the 2012-2013 school year. Should the Board contemplate a reduction(s) in program(s) due to financial considerations, the parties shall meet to explore alternatives prior to exceeding the pupil/teacher contact maximum herein. Instructional hours/minutes are set forth in detail in Letters of Agreement attached to this Agreement.

Calculations for grades K-4: Week = 2,070 minutes – 150 minutes of lunch – 50 minutes prep at lunch (five 10-minute duty-free recesses attached to lunch each week) – 225 minutes art/music/physical education (45 minutes x 5 days) – 40 minutes recess (two 20-minute duty-free recesses during a.m. or p.m.) = 1,605 minutes per week.

- 1. In the event a recalculation of teaching hours is necessary to achieve full foundation allowance, the parties shall promptly meet to revise student contact time without additional cost to the District except as otherwise agreed.

2. Elementary classroom teachers, will be assured an average of two (2) duty free recesses per full week.

D. Elementary Teaching/Preparation/Recess

1. The building principal and the Art, Music and Physical Education teachers shall collectively develop their schedules for each building. Art, music and physical education will be delivered on a three (3) day rotating schedule. Within a building, all three (3) days within the rotation will have the same daily time schedule. Final approval of said schedules shall rest with the building principal.
2. The daily schedules of Art, Music and Physical Education teachers who are assigned to more than one (1) building, shall have at least thirty 30 minutes of travel time.
3. Art, Music, and Physical Education teachers will receive thirty (30) consecutive minutes within each instructional day as a planning/conference period.

Elementary Art, Vocal Music and Physical Education Teachers are full-time teachers when assigned eighteen (18) sections per three (3) day rotation.

For half day programs (Ex. PPI), Art, Music, and Physical Education will be thirty (30) minute sections. For full day programs, Art, Music, and Physical Education will be forty-five (45) minute sections. Each of these curricular areas will be taught on a three (3) day rotation.

Further, the parties agree on the following:

- a. In calculating part-time percentages, eighteen (18) will be utilized as the denominator for art, vocal music and physical education.
- b. It is understood that for grades K-4, art, vocal music and physical education consist of forty-five (45) minute sections.

For half-time programs, art, vocal music and physical education consist of thirty (30) minute sections.

- c. In general, at least fifteen (15) minutes will be provided between sections. However, the principal and specialist can mutually agree to alter the set up time to accommodate scheduling. The set up time cannot be altered more than twice within the daily schedule.
- d. On scheduled school days that provide time for Professional Learning Communities, or half days, art/music/physical education teachers will not deliver their daily sections; but may engage in interdisciplinary teaming, rehearsals, planning, professional development or other relevant professional activities.
- e. Refer to the Letter of Agreement on page 62 regarding further definition of elementary planning time.

5. Elementary Classroom Teachers in grades K-4 shall be provided an average of 265 minutes of released preparation/conference time during the student instructional day each week.

Averages of preparation/conference times are set forth in Letters of Agreement set forth in this agreement.

For half day programs, teachers shall be provided an average of 165 minutes of released preparation/conference time during the student instructional day each week.

6. The Administration shall be free to schedule recesses on a building-wide basis, in consultation with the faculty. Pupil/teacher contact time shall include the time required for pupils to pass between classes and elementary recess periods as permitted by law.
- E. Secondary Preparation/Conference Time. Classroom teachers assigned to grades 5-12 shall be provided one (1) class period per day, or its equivalent within the student instructional day, for preparation/conference time or other matters upon mutual agreement between the staff and administration. Part-time classroom teachers will receive a prorated amount of prep time.
  - F. 5<sup>th</sup> grade teachers will have at least two (2) duty free recesses each week. Recess will be monitored by at least one certified teacher for every sixty (60) students.
  - G. To ensure student safety during the arrival and departure of buses, bargaining unit members shall supervise students before and after the school day according to a schedule agreed upon by the principal and the staff. The staff decision-making process shall be employed to establish this schedule and apportion assignments. Such supervisory tasks shall normally not exceed fifteen (15) minutes daily.
  - H. When buildings adopt programs that deviate from the traditional normal instructional schedules, same shall be subject to negotiation between the parties.

### **3.3 MONTESSORI PROGRAM**

If there is a vacancy in the Montessori program and a bargaining unit member, who is acceptable to the Board desires to be employed in the vacancy the Board will reassign the bargaining unit member, rather than hire an outside applicant. The Board shall also have the discretion to choose between competing bargaining unit member applicants. The Board will pay the cost for the training to obtain Montessori certification of a bargaining unit member who is selected for the position. In addition, the bargaining unit member will receive a maximum of a \$1,500.00 stipend for reimbursement of expenses associated with the training (e.g., travel, lodging). To be eligible for employment in a vacancy in the program, a bargaining unit member must commit to being employed in the program for at least two years. If the bargaining unit member fails to fulfill this commitment, the bargaining unit member shall reimburse the Board for the cost of the training and the expenses paid by the Board. If the Board discontinues the program before the two-year commitment is fulfilled, no reimbursement is required of the employee.

Montessori class size is addressed in Section 3.1 A.14 and Montessori qualifications are addressed in Section 2.5 B 3.g.

The administration will establish an advisory committee composed of teachers, administrators, and parents to make recommendations to the Superintendent of Schools regarding the Montessori program. The Okemos Education Association will select the teacher representatives to serve on the committee.

### **3.4 CALENDAR DEVELOPMENT**

- A. A District Advisory Committee shall be established as follows:
1. The Committee shall be composed of one (1) bargaining unit member from each elementary building, two (2) bargaining unit members from each middle school, and two (2) bargaining unit members from the high school, one (1) building principal from the elementary level and one (1) from each middle and high school, all of whom shall be selected in accordance with the respective parties' procedures; as well as the Assistant Superintendent and the Okemos Education Association President or their respective designees.
  2. Committee charges shall include review and recommendation to the Superintendent regarding the following:
    - a. Fall and spring parent/teacher evening conference schedule that is proposed by each of the building's decision making body;
    - b. Proposed new courses for the high school and middle schools;
    - c. New textbook adoptions;
    - d. National conference attendance requests;
    - e. The content of district wide inservices;
    - f. Additional items as mutually agreed upon by the Okemos Education Association President and the Assistant Superintendent for Instruction or their respective designees.
- B. The calendar(s) shall be developed by the respective parties' negotiating teams incorporating:
1. The calendar will include professional days provided that there is sufficient instructional time accrued to meet the minimum number of instructional hours and days as required by law to receive the full per pupil foundation allowance.
  2. The number of Professional Development days scheduled will meet the requirements set forth by the State of Michigan School Code as revised.
  3. The Association may make a recommendation for the Board's consideration of the opening day of school for each year.
- C. Evening parent/teacher conference schedule development:

Each building's decision-making body shall submit its proposed evening parent/teacher conference schedule to the District Advisory Committee no later than September 20 and January 20 of each year of this Agreement. The proposal shall:

1. Designate which evenings have been established by the building decision making body for conferencing with parents.
  2. Designate the time frame within which each building proposes to conduct parent/teacher conferences.
  3. Include any supporting rationale for the building's proposal with respect to the foregoing and as determined by the building's decision-making body.
  4. Accommodate bargaining unit members who are teachers/parents within the District.
  5. Include as part of its plan, the procedures that are to be observed for specialists, i.e., Music, Art, Physical Education and educational consultants during the evening parent/teacher conference schedule.
  6. Comply with the terms and conditions of the Master Agreement and District policy and regulations.
- D. The District Advisory Committee shall approve or return the proposed evening parent/teacher conference schedule(s) by the end of September and the end of January in each year of this Agreement.
- E. Except as provided in Section 5 above, no bargaining unit member shall be required to remain in any building during an evening parent/teacher conference schedule when s/he can demonstrate that s/he has complied with the provisions of Section 3.2 B of the Master Agreement.
- F. In addition to the foregoing professional days, parent/teacher conferences shall be scheduled over a consecutive three (3) week period. Within said period there will be three (3) evening conference periods and one (1) afternoon conference period. For each evening conference session, teachers will receive a half (1/2) day of compensatory time to be determined by the established school calendar. The parents of each child shall be assured the opportunity of at least two (2) parent/teacher conferences per year.

The actual schedule for evening parent/teacher conferences shall be established through each building's decision-making process.

1. The Montessori 50% PPK-K teacher will have up to twenty-seven (27) students.
  - a. Compensatory time shall be used in the same school year in which it is earned. The date(s) on which compensatory time will be used requires the building administrator's approval.
  - b. Therefore, the teacher will participate in all evening conferences (not prorated) and receive additional compensatory time equivalent to three (3) half days.

2. Where other teaching and extra-curricular duties for the Okemos Public Schools conflict with parent/teacher conference schedules, the teacher shall provide sufficient alternate time for parent/ teacher conferences within two (2) weeks of said schedule and shall, with the approval of the building principal, inform the parents of an alternate conference date.
  3. In cases of emergency, principals, with the approval of the Assistant Superintendent, may approve alternate arrangements. The bargaining unit member requesting alternate arrangements shall do so in writing and specify the reason(s) for the change.
- G. For purposes of this Article, professional development shall be defined as training or workshops that are provided by the District in connection with the educational program and/or the enhancement of educational skills.
- H. Professional development which exceeds the number of days as set forth herein will be kept to a minimum in order to preserve student/teacher continuity.
- I. Calendars are incorporated into this Agreement as Appendix B. The 2008-09 calendar shall consist of the following “teacher work days”:

1.

175	Student Days
2	Professional Development Days
3	Parent Teacher Conferences (Comp Days)
2	Planning Days
182	Total Days

2. In addition, teachers shall have two (2) independent professional development days (12 hours) to be documented.
3. The two (2) half-day record days/parent/teacher conference days for K-8 teachers are work days which occur in November and March of each academic year.
4. At least two (2) of the scheduled professional development days will be planned at the building level and emphasize curriculum.

### **3.5 SCHOOL IMPROVEMENT/PROFESSIONAL DEVELOPMENT**

- A. Recognizing the importance of continuing to provide a quality education for all Okemos students, the Board is committed to the concept of continuing professional growth for teachers. Bargaining unit members will have opportunities to participate in a variety of educational activities designed to promote professional growth as it relates to building school improvement goals and the bargaining unit member's professional responsibilities.
- B. To fund School Improvement Goals as described herein the Board will allocate one hundred and fifty dollars (\$150.00) for each full-time equivalent bargaining unit member in each year of this Agreement.
1. Each building's decision making body shall establish a process whereby funds will be allocated for staff development toward achieving the goals in each building's three (3) to five (5) year School Improvement Plan.



2. The funds may be used for speaker honoraria, training, conference and/or workshop participation as well as the cost of substitute teachers.
- C. To fund the professional growth requests of individual bargaining unit members the Board will allocate one hundred fifty dollars (\$150.00) for each full-time equivalent bargaining unit member in each year of this agreement. This allocation can be applied to reimbursement for college credit(s).
1. Each buildings decision-making body shall establish a process whereby funds will be allocated for conference attendance for individual bargaining unit members.
  2. If a bargaining unit member opts for reimbursement of college credit(s), the reimbursement cannot exceed \$150. To receive reimbursement the bargaining unit member must submit a receipt of payment, as well as proof of credit(s) earned to the building administrator.
  3. Such requests need not conform to the building's School Improvement Plan.
  4. The cost of substitute teachers shall be included in the allocation of funds.

### **3.6 EDUCATIONAL DEVELOPMENT PROGRAM**

- A. The educational development programs are for the purpose of District and personal improvement through participation in well-planned and well-executed professional activities. Bargaining unit members who are interested in working on additional educational program development may request to be involved in curriculum studies, workshops and other jointly planned activities.
- B. These programs will be conducted during the summer and on such days as cooperatively planned by the personnel involved and approved by the Board.
- C. The workday for said programs will be planned in accordance with project development needs. In any one day, the work time will not exceed eight (8) hours excluding lunchtime.
- D. Teachers will be selected by mutual agreement of individual bargaining unit members and the administration involved in the specific program.
- E. The workshop education programs are not considered a part of the contract year. Compensation shall be at the same rate of pay as substitutes are paid.
- F. In those instances where university credit is extended for activities of an educational development program, participants who elect to accept credit will pay their own university fees.
- G. Faculty members will be involved in the planning, operation and evaluation of these educational development programs via the District Advisory Committee.

### **3.7 STUDENT DISCIPLINE AND TEACHER PROTECTION**

- A. The Board and the administration recognize their responsibility to give all reasonable support and assistance with respect to the maintenance of control and discipline.
- B. Each bargaining unit member, however, bears the primary responsibility for maintaining proper

control and discipline. In exercising his/her responsibility, a bargaining unit member shall assure that all disciplinary actions and methods invoked are reasonable and just.

- C. If, after the full exercise of his/her responsibility as set forth in paragraph B, the bargaining unit member still feels that the student's behavior is disruptive to the learning process, the bargaining unit member may send the student to the principal's office for further disciplinary action by the principal.
  - 1. If a student is sent to the office, the teacher will notify the office in advance of releasing the student; and further, will promptly inform the principal of the reasons therefore on forms provided by the administration.
  - 2. It shall be the principal's responsibility to confer or otherwise communicate with the bargaining unit member prior to returning the pupil to the classroom and after appropriate discipline is administered.
- D. Rules and regulations concerning student discipline, suspension and expulsion will be inserted into the student and teacher handbooks or otherwise published and distributed to the school community in the Fall of each school year. The foregoing shall apply to any and all subsequent changes in said rules and regulations.
- E. Bargaining unit members may use reasonable force to protect themselves or to protect others from bodily injury as outlined in section 380.1312 of the Revised School Code.
- F. The manner in which student behavior is to be monitored in the common areas of a building between classes or to and from lunch will be addressed through each building's decision-making process. Any resulting plans shall be subject to the approval of the Assistant Superintendent.
- G. A Student Discipline Committee shall be composed of two (2) teachers each from the elementary, middle school and high school levels, an equal number of administrators from each level and one (1) Central Office administrator. The purpose and function of the committee shall be to review and suggest modifications in the disciplinary procedures for students upon the written request of either party to this Agreement.
- H. Discipline is the guidance of pupil conduct, calculated to develop self-discipline in accordance with socially accepted conduct. The Board believes that through cooperative action with parents, it has the authority to discipline its pupils while on school premises, in proximity to school premises, on school buses, while enroute to and from school and in school-related activities. The Board expects all staff to exercise sound professional judgment when employing discipline to promote adequate pupil behavior. Every staff member has both the right and the obligation to correct the misbehavior of any pupil in the halls, outdoors, or on the playground. Any action taken to prevent a breach of discipline shall be reasonable and appropriate for the purpose of maintenance of discipline, including the use of physical force consistent with Section 380.1312 of the Revised School Code. Physical force shall not be used for an accumulation of breaches of discipline.
- I. The Board will give support and protection, legal or otherwise, to staff who properly perform their respective responsibilities in the maintenance of discipline.

### **3.8 GENERAL WORKING CONDITIONS**

- A. Bargaining unit members shall have access to teacher workrooms and classrooms before and after the student instructional day provided custodians are on duty.
- B. When mechanical difficulties arise and/or when other conditions adversely affect a school building and/or classroom environment, including but not limited to, loss of heat, loss of water or electricity, the necessary repairs shall be completed as soon as reasonably possible.
- C. Teachers shall have access to telephones for teacher's use.
- D. When a bargaining unit member moves from one room to another or from one building to another, maintenance services shall be provided to move any equipment, materials and/or supplies to the new location.
- E. All conditions of employment, including teaching hours, extra compensation for work outside regular teaching hours, relief periods, leaves and general working conditions shall be maintained at not less than that provided in this Agreement, provided that such conditions shall be improved for the benefit of bargaining unit members as required by the express provisions of this Agreement.

### **3.9 SERVICES TO STUDENTS WITH A DISABILITY**

- A. It is agreed that addressing the implementation of the least restrictive environment is legally mandated and of critical importance. It is also recognized that to the extent to which any special education student should participate in regular education programs and services involves consideration of that student's unique needs as determined by an Individual Educational Planning Team (IEPT). It is further acknowledged and recognized that the general education classroom teacher shall be responsible for the implementation of the Individualized Education Plan and attending to the educational needs of special education students assigned to the teacher's class.
  - 1. Any bargaining unit member or selected bargaining unit member who will be providing instructional or other services to a student with a disability in a regular education classroom setting shall be invited, in writing, and shall attend the Individual Educational Planning Team meeting for students enrolled in regular education classes.  
If the IEPT meeting is held during the normal teaching day, the bargaining unit member shall be released from his/her normal responsibilities to attend.
  - 2. In situations where it is not feasible to have each bargaining unit member who will be providing instructional services to a student with a disability in a regular education classroom setting be a participant on the Individual Educational Planning Team (IEPT) the resource teacher to whom the student is assigned may select a representative teacher(s) to attend the IEPT meeting.
  - 3. Should a bargaining unit member, working directly with the student with a disability believe that a student's IEP is not meeting the student's needs as required by law the bargaining unit member shall refer the concern to the building team for review and possible action which could include the convening of an IEPT meeting.

4. In order to assure that the student with a handicap will be allowed to participate in regular education programs and services to the maximum extent appropriate, the Board agrees to provide:
  - a. Teaching materials and equipment, support personnel and other related services as specified in the IEP to satisfactorily educate the student in the regular education classroom. Aides assigned to assist specific students will not be completely removed from the classroom without convening a new IEPT meeting.
  - b. Continuing professional development regarding the instruction and behavioral management of students with disabilities in the regular education setting, including the differing approaches, problems and techniques to be utilized with varying disabilities.

5. Special education staff will have the responsibility of contacting the general education teacher(s) for purposes of sharing pertinent information, discussing the special needs of students and addressing other appropriate issues for students enrolled in his/her classroom.

As new special education students enter the school, the special education staff member assigned will have the responsibility for contacting the general education teacher(s) prior to the student entering the regular education classroom(s) when time permits.

6. When a general education classroom teacher is assigned a student from a special education program for severely impaired students, the teacher shall not be expected to perform routine, scheduled maintenance on a medical appliance or apparatus used by the student to sustain his/her bodily functions nor render routine, scheduled care or maintenance of exceptional bodily functions related to the student's impaired condition. The teacher shall be informed and instructed as to emergency measures which may be necessary on occasion due to the student's impaired condition. It shall be the teacher's responsibility to implement the student's individualized educational plan for attending to the educational needs of the student while in the teacher's class.
7. Mainstreamed special education students will attend field trips, camps, etc. with the rest of the regular education students unless prescribed otherwise by the student's IEP. How the student will attend and what additional assistance, if any is needed, will be determined by the classroom teacher, the Special Education Director and other appropriate personnel.
8. The administration agrees to arrange for a substitute in the absence of the student's regularly assigned aide. Should no substitute be available, the bargaining unit member and the administration will, where appropriate, mutually make other arrangements.

B. A regular education classroom teacher may request additional assistance in implementing the least restrictive environment mandate.

1. Said request shall be submitted in writing to the building administrator.

2. Within five (5) school days of receipt of the written request, the building administrator and other appropriate resource personnel will meet with the teacher to discuss the request and recommend solutions.
  3. Should the recommended solutions be unacceptable to the teacher, an IEPT meeting may be reconvened to review the recommended solutions and/or to review the appropriateness of the initial placement.
- C. A Least Restrictive Environment Problem Solving Committee is hereby established:
1. The Committee shall be composed of three (3) teachers and two (2) administrators, all of whom will be selected in accordance with the respective parties' procedures. At least one (1) of the teachers will be a special education staff member.
  2. The Committee shall convene upon written request of a teacher who is seeking assistance related to a special education student in his/her classroom.
  3. The teacher's request will provide written documentation that s/he has reasonably exhausted avenues of available assistance and guidance from special education staff and his/her building administrator.
  4. Additionally, the teacher will provide a written description of the problem(s) and proposed solution(s) for the Committee's consideration.
  5. The Committee may issue a written recommendation in response to the teacher's request for assistance. The written recommendation of the Committee will be submitted to the Assistant Superintendent for Curriculum and the Director of Special Education for review and consideration within five (5) workdays of the review.
  6. After a review of the teacher's request and the Committee's recommendation, the Deputy Superintendent and the Director of Special Education will submit their recommendation within five (5) workdays of receipt of same.

#### 4.1 **ABSENCE PROCEDURES**

- A. The Board will maintain a list of substitute teachers. Deletions and additions to this list may be recommended by bargaining unit members.
- B. The faculty reserves the right to request specific substitute teachers, although requests cannot always be granted.
- C. The Board will furnish all faculty with a number which may be called to report absences.
- D. Bargaining unit members will report their unavailability for work at least one (1) hour prior to the beginning of the school day at their building(s). Failure to do so may result in discipline.

## 4.2 **SICK DAYS**

A. Sick days are a form of insurance, not a form of compensation. The purpose of sick days is to protect bargaining unit members and pupils when faculty personnel become ill. Bargaining unit members shall be allowed sick days with pay as listed hereafter:

1. 38 Week Faculty Personnel
  - a. Ten (10) days per year will be credited on the first day of work.
  - b. Accumulation is unlimited.
2. Part-time Faculty
  - a. Days are prorated in relation to the amount of time employed.
  - b. Accumulation is unlimited.

No payments will be made for absences in excess of the bargaining unit member's total sick leave accumulation.

B. Illness (personal and immediate family)

1. For an absence resulting from illness or injury within the immediate family, which necessitates the attendance of faculty personnel, and not exceeding two (2) consecutive days, approval of the immediate administrator is not necessary. Verification of this illness may be required for absences of more than two (2) days.
2. Immediate family shall be interpreted as: mother, father, husband, wife, child, step-child, adopted child, mother-in-law, father-in-law, sister or brother, grandparents and any other person for whose physical care s/he is principally responsible.
3. Medical certification of the ability to return to work from a physician licensed to practice in the State of Michigan shall be required if a bargaining unit member is absent for more than two (2) weeks. If the bargaining unit member has a bona-fide religious objection to a medical examination, the parties will meet and mutually determine a reasonable alternative to medical certification.
4. Bargaining unit members who have been absent because of a nervous disorder must present a satisfactory report from a physician licensed to practice medicine under the laws of the State of Michigan. In addition, bargaining unit members may be required, at the Board's expense, to provide a medical report from a physician designated by the Superintendent.
5. In the event that a supervising administrator has cause to doubt a teacher's ability to perform regular classroom duties, a request may be made for a statement from the teacher's physician, and/or one designated by the Board, at Board expense, stating that no disability impairs that teacher's ability to perform the essential functions of the job. If the physician(s) is unable to so certify or if the teacher is unable to perform the essential functions of the job, the Board may place the teacher on a leave of absence. The teacher has the right to use any or all accumulated sick leave prior to the start of the leave. The

Board agrees to indemnify the Association for any costs, legal fees, or damages which may be assessed against the Association as the result of a suit or action related to this subsection B-5.

C. Bereavement Leave

1. In addition to the sick leave set forth at Section A, at the beginning of each school year, bargaining unit members shall be granted up to three (3) days of leave without loss of pay for death in the immediate family. Should additional days be necessary, same shall be deducted from the bargaining unit member's accumulated sick leave.
2. Immediate family shall be interpreted as: mother, father, husband, wife, child, stepchild, adopted child, mother-in-law, father-in-law, sister, brother, aunt, uncle, nephew, niece, grandparents, grandchild, sister-in-law and brother-in-law, or the spouse of the employee's child.
3. Bargaining unit members may take one (1) day per year to attend the funeral of any person provided their current sick day accumulation is sufficient to cover the absence.

D. Sick Days Pay Adjustment

Should a bargaining unit member's employment with the Okemos Public Schools be severed prior to the completion of his/her individual contract, the bargaining unit member shall reimburse the Board for the monetary value of any sick leave used in excess of his/her sick leave accumulation. Said reimbursement shall be deducted on a prorata basis, where appropriate, from the bargaining unit member's final paycheck.

E. Sick Days, Leave of Absence

Sick days, which were earned prior to an unpaid leave of absence, shall be held in reserve pending the return of the bargaining unit member from such leave.

F. Leaving Service

Except as provided at Section 5.5 of this Agreement, or as provided in Section E above, bargaining unit members who leave the employ of the Board shall forfeit all of their unused sick days. In the event that the bargaining unit member later re-enters the service of the Board, sick days up to a maximum of ten (10) may be reinstated or credited at the discretion of the Superintendent.

G. Disability

A bargaining unit member may use sick leave for a disability. In such instance, the bargaining unit member shall continue in active employment as the employee's doctor will permit. The employee will go on sick leave at such time as the doctor certifies that the employee is disabled. Employee will return to employment as soon as the disability is no longer present.

H. Bargaining unit members may utilize their accumulated sick leave for the observance of recognized religious holidays provided their immediate administrator is notified in advance.

#### 4.3

### **ABSENCE PROCEDURES FOR COURT APPEARANCE, SCHOOL CLOSINGS AND TRAVEL DIFFICULTIES**

#### A. Court Appearance

In a case of absence from duty in response to a court subpoena or an administrative hearing arising out of a bargaining unit member's employment with the Okemos Public Schools there shall be deducted from the salary of same bargaining unit member the amount of any witness fee or other compensation, exclusive of any reimbursement paid specifically for expenses incurred by reason of such subpoena. A certificate signed by the bargaining unit member stating the amount and purpose of such compensation shall be submitted. Full salary for the period of absence shall be deducted unless a certificate is presented.

1. In case of absence from duty for any court proceedings or administrative hearing in which the bargaining unit member is a party or where attendance is mandated because of the bargaining unit member's outside employment or other outside financial interests, no salary shall be paid for the period of absence.
2. Bargaining unit members wishing exemption from jury duty should, immediately after receiving a summons, request instructions from the Superintendent. If the bargaining unit member cannot be excused from jury duty then Section A above shall apply.
3. In the case of absence from duty for any court proceeding or administrative hearing in which the Board and Association are opposing parties, no salary shall be paid for the period of absence if the bargaining unit member is called by or appears for and on behalf of the Association.

#### B. Should schools be closed due to inclement weather or other acts of God, bargaining unit members shall not be required to report to work and will be paid their regular rate of pay.

1. When student instruction is canceled or delayed due to conditions not within the control of school authorities, such as inclement weather, fire, epidemics, mechanical breakdowns or health conditions as defined by city, county or state health officials, days or time lost will be rescheduled to ensure that the District satisfies State requirements pertaining to the minimum number of student instructional days or time and to ensure that the District receives full state aid payments.
2. Bargaining unit members shall receive their regular pay for any time or day(s) that is canceled, but shall work the rescheduled time or day(s) with no additional compensation.
3. In the event that time or day(s) of student instruction must be rescheduled in order to receive full state aid or satisfy State requirements pertaining to student instruction time or day(s), same shall be added to the end of the calendar unless the Board and Association mutually agree otherwise. Final examinations and other year-end activities will be rescheduled accordingly.

#### C. Travel Difficulties

In the event of absence resulting from travel difficulty to the teacher's place of employment, the Superintendent may waive the salary deduction if the travel difficulties arise from floods, storms,



or other conditions beyond the control of the bargaining unit member and if, in the judgment of the Superintendent, the bargaining unit member has made every reasonable effort to get to his/her place of employment. Bargaining unit members shall contact their immediate administrator or the Superintendent for instructions as soon as possible.

#### **4.4 PERSONAL BUSINESS DAYS**

- A. At the beginning of each school year, each bargaining unit member shall be credited with two (2) days of personal business leave to be used at his/her discretion.
1. A bargaining unit member shall notify his/her immediate supervisor at least one (1) week in advance of using personal business leave except in cases of emergency when shorter notice will be acceptable.
  2. Personal business leave may not be used on the workday immediately preceding or following a holiday, vacation period or during parent/teacher conferences except as determined by the Deputy Superintendent.
  3. Unused personal business days will be credited to the bargaining unit member's sick leave at a 100% rate at the end of each school year.

OR

An employee can opt to credit one (1) unused personal business day to their Personal Business day allotment for the following year. However, the maximum accumulation of personal business days in any given year is three (3).

#### **4.5 ASSOCIATION DAYS**

- A. The Association shall be entitled to twenty (20) Association days to be used by the Association members. The delegation of days shall be the responsibility of the authorized representative of the Association who is an employee of the Board. Substitute costs shall be borne by the Association.
- B. The Board, recognizing the value of positive labor relations and a collaborative approach to problem solving, agrees to assign the OEA president one (1) period of release time at the middle and high school level, or commensurate release time arranged at the elementary level, in which to fulfill the responsibilities associated with this position. The name of the bargaining union president for the following school year must be supplied to the Deputy Superintendent by April 15.

During the scheduling process, administrators will attempt to give priority to the president's release time. When possible, at the secondary level, release time shall be either at the beginning or end of the school day or adjacent to a conference period. At the elementary level, an equivalent amount of release time will be established by mutual agreement. In the event the president occupies a non-instructional position, an equivalent amount of time afforded to a classroom teacher occupying the position will be permitted.

Fifty percent (50%) of the cost of the release time will be reimbursed by the Association. All employees in the bargaining unit will pay an equal share of the cost. Payroll deductions under this section are considered required as a condition of the collective bargaining agreement. The Board will accordingly payroll deduct the appropriate amounts pursuant to the authority set forth

in M.C.L.A. 408.477.

In addition to the provisions at Section A, the Association President shall be entitled to six (6) full work days for his/her use for Association business. The President may use said day(s) at times s/he may determine and upon proper notice to the administration. The cost of the substitute shall be borne by the Board.

#### **4.6 UNPAID LEAVES OF ABSENCE**

- A. Except as provided by law or specifically stated to the contrary herein, all leaves of absence shall be without pay, without fringe benefits and without salary schedule credit. The conditions of a leave of absence shall be in writing with copies filed with the bargaining unit member, and the authorized representative of the Association who is an employee of the Board and the Board of Education.
- B. Any leave of absence granted pursuant to 4.6 through 4.69 shall be subject to the layoff provisions of this Agreement and if no position is available due to a necessary reduction of personnel, the bargaining unit member shall automatically be deemed to be on layoff without prior notice upon the expiration of the leave.

#### **4.61 SABBATICAL LEAVE**

- A. Tenured bargaining unit members who have been employed in the Okemos Public Schools for seven (7) consecutive years may be granted a sabbatical leave upon request. Any bargaining unit member desiring a sabbatical leave shall submit a written application to the Deputy Superintendent in February, for a leave beginning the following September and in June, for a leave beginning the second (2nd) semester of the following school year. All applications shall contain a statement of value to the Okemos Public Schools. All applications will be screened by a committee consisting of one (1) teacher and one (1) principal from each of the three levels of the school District along with the Assistant Superintendent for Instruction. The committee shall make recommendations to the Board. This does not guarantee any particular number of sabbatical leaves.
- B. Requests for sabbatical leave shall be considered only for a full semester or a full year and shall not exceed two (2) semesters. During said sabbatical leave, the bargaining unit member shall be in the employ of the Okemos Public Schools and shall be paid one-half (1/2) of his/her scheduled salary and full fringe benefits.
- C. The bargaining unit member shall return to service with the Okemos Public Schools immediately upon termination of the sabbatical leave and shall continue service with the Okemos Public Schools for a period of one (1) year, or subject to such conditions as may be mutually agreed between the bargaining unit member and the Board. If the bargaining unit member does not return to the service of the Okemos Public Schools after termination of his/her sabbatical leave, s/he must refund in full all compensation received from the Okemos Public Schools while on leave. A bargaining unit member returning from a sabbatical leave must submit a written statement within forty-five (45) calendar days after the conclusion of the leave to the Board of Education indicating the accomplishments achieved during the sabbatical leave and showing how these accomplishments related to the betterment of the district.

- D. A bargaining unit member, upon return from sabbatical leave, shall be restored to his/her former position, if available, and if not, then to a position for which s/he is certified and qualified as defined by Board Policy 4115.
- E. In computing service to determine the bargaining unit member's position on the salary schedule at the expiration of leave, time spent on leave shall be counted as active service in the Okemos School District.
- F. Part-time employment while on sabbatical leave is discussed in the Letter Of Agreement on page 60.

#### **4.62 MATERNITY LEAVE**

- A. Maternity leave without compensation is available to female bargaining unit members. The length of the leave shall not exceed one (1) year, renewable at the discretion of the Board. The maternity leave shall commence not later than the date that the bargaining unit member is unable to properly perform her required duties. A bargaining unit member not desirous of a maternity leave shall be entitled to the provisions of Article 4.2, paragraph I.
- B. A bargaining unit member shall file a written request, together with a physician's statement certifying pregnancy, and the beginning and ending dates of the leave with the Superintendent's office at least sixty (60) days prior to the date the leave is to begin. As nearly as possible, the beginning date of the leave of absence shall conform to the beginning or ending of a marking period, semester, school recess, or school year.
- C. A bargaining unit member may continue in active employment as late into her pregnancy as she desires, provided she is able to properly perform her required duties. (The foregoing is subject to Section 4.2, sub-section B.5.)
- D. Bargaining unit members on a leave of absence shall make written application for reinstatement sixty (60) calendar days prior to the expiration date of the leave (for leaves in excess of ninety (90) days), in order to permit planning, scheduling and placement.
- E. In computing service to determine a bargaining unit member's position on the salary schedule at the expiration of leave, time spent on leave shall not be counted as active service in the Okemos School District. A bargaining unit member on leave for less than forty-one (41) instructional days shall receive all benefits except salary for the entire contractual year.
- F. Bargaining unit members who request a leave of less than ninety (90) days will, at the time a leave is requested, indicate their intent to return upon the expiration of the leave. Reinstatement shall be to a bargaining unit member's former position if available, and if not, to a position for which the bargaining unit member is certified and qualified as defined by Board Policy 4115. Reinstatement to such position shall be as nearly as possible at the beginning of a term, semester, or school recess period.

#### **4.63 PARENTAL LEAVE**

- A. Bargaining unit members may apply for a leave, without compensation, for a period not to exceed one (1) year, for the purpose of child rearing including adopted children. This leave is renewable at the discretion of the Board. The beginning date of the leave shall commence at the

end of a marking period, semester, or school year. Application for a leave shall be made at least sixty (60) calendar days prior to the beginning date of the leave, but in no event later than March 15 of any school year. For those bargaining unit members who are adopting children and are unable to comply with the above criteria, advanced notice of this inability to comply shall be submitted to the Deputy Superintendent and special arrangements made at least sixty (60) calendar days prior to the anticipated adoption.

- B. In computing service to determine a bargaining unit member's position on the salary schedule at the expiration of leave, time spent on leave shall not be counted as active service in the Okemos School District. A bargaining unit member on leave for less than forty-one (41) instructional days shall continue to receive insurance benefits, but not salary.
- C. Bargaining unit members on leave shall make written application ninety (90) calendar days prior to the expiration date of leave for reinstatement. Reinstatement shall be to a bargaining unit member's former position if available, and if not, to one for which the bargaining unit member is certified and qualified as defined by Board Policy 4115. Reinstatement to such position shall be as nearly as possible at the beginning of a term, semester, or school recess period.

#### **4.64 HEALTH AND HARDSHIP LEAVES**

- A. The Board may grant a leave of absence for not more than one (1) year without compensation to any tenured bargaining unit members who are unable to perform their regular duties for an extended period of time because of personal illness or hardship, provided a written request for such leave of absence is submitted by the bargaining unit member and, in the case of illness, provided written certification is received from a physician. Such leaves are renewable at the discretion of the Board.
- B. In computing service to determine the bargaining unit member's position on the salary guide at expiration of leave, time spent on leave shall not be counted as active service in the Okemos Public Schools.
- C. Whenever a leave of absence is granted for health reasons, a bargaining unit member shall submit acceptable professional evidence of recovered health before being permitted to return to duties in Okemos Schools.
- D. Bargaining unit members on leave shall make written application ninety (90) calendar days prior to the expiration date of the leave, or at a mutually agreed upon time, for reinstatement. Reinstatement shall be to a bargaining unit member's former position if available, and if not, to one for which the bargaining unit member is certified and qualified as defined by Board Policy 4115. Reinstatement to such position shall be as nearly as possible at the beginning of a term, semester, or school recess period.

#### **4.65 MILITARY LEAVE**

- A. Bargaining unit members who have been inducted or who enlist for military duty in any of the armed forces of the United States shall be granted a leave of absence for a period not to exceed ninety (90) calendar days beyond their honorable discharge date.

- B. Application for reinstatement shall be made within a reasonable time after discharge or release from military service but not later than ninety (90) calendar days from date of said release or discharge.
- C. Full credit toward advancement on the salary schedule shall be granted.
- D. Leave shall not be extended beyond the initial enlistment or induction period.
- E. A dishonorable discharge from the armed forces shall not obligate the Board for future employment.
- F. Certification by a licensed physician of physical and/or mental capability may be required as a condition of re-employment.

#### **4.66 TEACHING LEAVE**

- A. Upon written request tenured bargaining unit members may be granted a leave without pay for one or more years for exchange teaching, foreign or military teaching programs, peace corps, teacher corps or job corps, provided it does not in any way impairs the program of the school.
- B. In computing service to determine the bargaining unit member's position on the salary schedule at expiration of leave, time spent on leave for exchange teaching shall be counted as active service in the school system.
- C. Bargaining unit members on leave shall make written application ninety (90) calendar days prior to the expiration date of leave for reinstatement. After the expiration of the leave, bargaining unit members shall be reinstated at the beginning of the next school year to their former position, if available, and if not, to one for which they are certified and qualified as defined by Board Policy 4115.
- D. Notwithstanding any other provision of this Agreement, the administration and Board of Education shall have the right to facilitate exchange teaching agreements to permit applicants from the Okemos Public Schools to acquire exchange teaching experience and to allow a teacher from elsewhere to teach in the Okemos Public School system.

#### **4.67 PUBLIC AFFAIRS LEAVE**

- A. Upon application the Board will grant a leave of absence without compensation to tenured bargaining unit members for up to one (1) year, for the purpose of campaigning for, or serving in a public office. The Board at its discretion may renew the leave.
- B. The Superintendent shall determine the position of bargaining unit members on the salary guide at the expiration of leave, but in no instance will they be on a step lower than when they left.
- C. Bargaining unit members on leave shall make written application ninety (90) calendar days prior to the expiration date of the leave for reinstatement. Bargaining unit members shall be reinstated to their former position at the beginning of the next term, semester, or school year after expiration of the leave, if available, and if not, to one for which they are certified and qualified as defined by Board Policy 4115.

#### **4.68 EDUCATIONAL LEAVE**

- A. Tenured bargaining unit members who have been employed in the Okemos Public Schools for three (3) years may be granted an educational leave upon written request. This does not guarantee any particular number of educational leaves.
- B. Requests for educational leaves shall be considered only for a full school year. Bargaining unit members shall state their intent to return to the Okemos School District upon the expiration of their leave. Application shall be made to the Deputy Superintendent prior to March 15 of the preceding school year.
- C. The terms of the leave, if granted, shall be mutually agreed upon by the Board and the bargaining unit member.
- D. In computing service to determine the bargaining unit member's position on the salary guide at the expiration of leave, a bargaining unit member shall advance on the salary schedule as s/he would have advanced had s/he been on active service, provided the conditions of the leave have been fulfilled. S/he may be placed on the higher salary division, if eligible under Section 5.1M. A transcript shall be filed indicating the additional required credits earned.
- E. Bargaining unit members on educational leave shall make written application for reinstatement no later than March 15th of the school year for which the leave of absence was granted. Bargaining unit members shall be reinstated to their former position if available, and if not, to a position at the beginning of the next school year for which s/he is certified and qualified as defined by Board Policy 4115. Reinstatement shall be subject to the layoff provisions of this Agreement.

#### **4.7 PERSONAL LEAVE OF ABSENCE**

- A. The Board may grant a personal leave of absence. A bargaining unit member may request a personal leave of absence for a one (1) year period. A bargaining unit member shall have been employed in the Okemos Public Schools for a minimum of three (3) years. The bargaining unit member shall apply in writing and state the purpose of the leave to the Deputy Superintendent prior to March 15 of the preceding year. This does not guarantee any particular number of leaves.
- B. Requests for a personal leave of absence shall be considered only for a full school year.
- C. In computing service to determine the bargaining unit member's position on the salary guide at expiration of leave, time spent on leave shall not be counted as active service in the Okemos Public Schools.
- D. Bargaining unit members on a personal leave of absence shall make written application for reinstatement no later than March 15 of the school year of their leave. Bargaining unit members shall be reinstated at the beginning of the next school year to their former position, if available, and if not, a position for which they are certified and qualified as defined by Board Policy 4115. Reinstatement shall be subject to the layoff provisions of this Agreement.

#### **4.8 FAMILY MEDICAL LEAVE ACT**

The Family Medical Leave Act of 1993 does not abrogate the rights of the parties under this Agreement. Where additional benefits are extended to bargaining unit members by the Act, those additional benefits

will be honored by the Board. Where certain Board rights are also granted in connection with such additional benefits, the Board shall be permitted to exercise same. To the extent that leaves of absence are granted under this Agreement, whether paid or unpaid, the rights granted hereunder will serve to satisfy the requirements of the Family Medical Leave Act to the extent permitted by law. All applications for leave pursuant to the Family Medical Leave Act will comply with Board policy.

1. For the bargaining unit members who have been employed for at least twelve (12) months by the District and who work at least half time, the following conditions shall apply to twelve (12) weeks of leave:
  - a. Any health, dental, and/or vision insurance shall be continued, with the premiums paid by the District, at the level and under the conditions the same would have been provided if the bargaining unit member had continued in employment during the leave period.
  - b. If the bargaining unit member does not return to work after the expiration of the leave, the bargaining unit member shall reimburse the District for the cost of the premiums paid by the District for his/her insurance during the twelve (12) week period of the leave, unless the bargaining unit member did not return to work due to circumstances beyond his/her control.
2. A bargaining unit member shall use his/her accumulated sick leave and/or business leave where applicable as specified in 4.2 during a leave pursuant to the Family Medical Leave Act.
3. For those bargaining unit members absent for an extended period of time as a result of a medical condition qualifying for a medical leave, administration will review the number of personal business days utilized the previous school year. Depending on the number (0, 1 or 2) of personal business days that were converted to sick days (Section 4.4, paragraph 3) from the previous year, the bargaining unit member will have the option to “reserve” those days for use upon return to his/her position from the medical leave. The request to reserve such days must be in writing to the Deputy Superintendent.
4. The Board reserves the right to require certification from the health care provider of the bargaining unit member, or of the bargaining unit member's spouse, child or parent, as the case may be. All certification(s) shall state: the date of which the serious health condition commenced, the probable duration of the condition, the diagnosis and treatment of the condition. When the leave is for a bargaining unit member's spouse, parent or child, the certification shall also state that the bargaining unit member is necessary for the care of such an individual and an estimate of the amount of time that the bargaining unit member is needed for such care. When the leave is for a bargaining unit member, the certification shall also state the bargaining unit member is unable to perform the duties of his/her employment. The Board may require that the bargaining unit member obtain subsequent recertification on a reasonable basis.
5. The Board reserves the right to require, at its expense, the opinion of a second health care provider designated by the Board concerning any certified information provided under subsection 3 above. Where the second opinion differs from the opinion in the original certification, the Board reserves the right to require, at its expense, the opinion of a third

health care provider designated or approved jointly by the Board and the bargaining unit member, whose opinion shall be final and binding.

6. A bargaining unit member returning from a leave of absence shall be governed by the terms of this Agreement regarding salary schedule credit, accumulation of seniority and return to the position vacated whether on leave under this Agreement or similar leave under the Family Medical Leave Act. Where a bargaining unit member returns from a leave granted solely under the Family Medical Leave Act because no similar leave exists under this Agreement, the bargaining unit member shall be returned to employment with credit on the salary schedule, accumulation of seniority and to the same position vacated unless that position no longer exists. If the position no longer exists, the bargaining unit member shall be returned to position for which s/he is certified and qualified as defined by Board Policy 4115.
7. In recognition of the confidential nature of the required certification(s) set forth herein, all such information shall be requested by and submitted to the Deputy Superintendent.

## **5.1 SALARY GUIDE**

- A. The salaries of bargaining unit members covered by this Agreement are set forth in the salary schedule(s) and supplemental increase schedule(s) which are attached to and incorporated into this Agreement at Section 5.2. Payment from both schedules shall be considered as salary and reported as such for retirement purposes.
  1. Salaries will be remitted to the bargaining unit members in either 21 or 26 equal pays at the option of the bargaining unit member. In order to change the number of pays from one year to the next, the bargaining unit member shall notify the office of Human Resources in writing prior to August 1 of each school year. New employees shall indicate their option at the time of employment.
- B. The salary guide(s) is based on the number of workdays set forth in the calendars attached hereto at Appendix B.
  1. Instructional days are those that involve the students in the regular instructional program.
  2. Work days are those that are used for such other activities when the students are not in regular attendance, such as inservice days, parent-teacher conferences and workshops.
- C. The extra-duty assignments shall be compensated at the rates set forth at Section 5.3 of this Agreement.
  1. On or before the first teacher work day in each year, bargaining unit members shall notify the Payroll Office in writing as to the manner in which they elect to be compensated for same.
  2. The Board agrees to compensate all such bargaining unit members in any reasonable number of installments except that no bargaining unit member shall be compensated prior to the commencement of the extra-duty.



- D. Bargaining unit members who are reimbursed for the use of personal automobiles shall be reimbursed at the I.R.S. mileage rate.
- E. Part-time teachers will be paid salaries as follows:
1. High School teachers at twenty percent (20%) of the appropriate annual amount for each period for a full school year;
  2. Middle School teachers at seventeen percent (17%) of the appropriate annual amount for each period for a full school year.
  3. Elementary teachers' salaries will be adjusted to the nearest half (1/2) day.
  4. Where a combination of High School and Middle School classes equal five (5) periods in any combination, the bargaining unit member shall be paid at the annual full-time amount.
  5. Combinations between Middle School and Elementary will be agreed upon by a Letter of Understanding between the Association and the Board of Education.
- F. Credit for advanced degrees for placement on a higher level on the salary schedule shall be granted twice a year provided preliminary notification is submitted to the Deputy Superintendent by September 15 or February 1, and a copy of the official transcript is received by November 30 or March 15 respectively.

Bargaining unit members will be placed on the higher division effective at the start of the school year or on February 1 after completion of the course or degree.

- G. Any bargaining unit member working beyond the regular school year shall be compensated at the per diem rate of his/her regular contracted salary.

Extra-duty positions shall be paid as set forth in Article 5.3.

Bargaining unit members who participate in the Educational Development Program shall be paid at the per diem substitute rate of pay.

Probationary teachers fulfilling the required fifteen (15) days of intensive professional development as required by law will be paid at the per diem substitute rate of pay when same is scheduled outside of the normal work year. Should a probationary teacher be released from his/her regular teaching duties for professional development specific to new teachers, s/he shall be compensated at his/her per diem rate of pay.

- H. Bargaining unit members who have had teaching experience outside Okemos may be given full credit on the salary guide as determined by the Board at the time of hire.
1. This rule shall not be retroactive to affect bargaining unit members employed prior to the amended date.
  2. A full year of outside teaching is normally defined as at least seven (7) months or one hundred forty (140) days.

- I. Bargaining unit members will not be expected to substitute in the absence of another bargaining unit member except in cases of emergency. Should a bargaining unit member substitute in the absence of another bargaining unit member during his/her conference/preparation period, s/he will be compensated at \$25 per period.
- J. Full time bargaining unit members who accept an extra period assignment for a semester and/or a school year shall receive an additional twenty percent (20%) of their base annual salary in high school positions or an additional seventeen percent (17%) of their base annual salary for positions in the middle school for the duration of said assignment.
- K. Any bargaining unit member completing twenty-four (24) years of service within Okemos Public Schools will receive a one-time recognition stipend in the amount of \$300.
- L. Bargaining unit members who teach zero hour at the high school shall be entitled to \$2,000 per year. Zero hour teachers shall attend at most one faculty meeting per month, with dates agreed upon by the bargaining unit member and the administrator. On half days dedicated to professional development, zero hour teachers shall stay until the regularly scheduled end of the school day. Zero hour teachers may elect to be scheduled hours zero through five. The first step in assigning bargaining unit members to a zero hour class will be on a voluntary basis.  
Based on student academic needs, should administration determine it necessary to provide a specific zero hour class, the administration has the right to assign a qualified bargaining unit member. Should the starting time for the high school be altered, the Association and the Board of Education agree to bargain the impact on the zero hour stipend.
- M. Divisions
1. Bachelor's degree from an approved college or university.
  2. Master's degree or forty-five (45) term hours (thirty (30) semester hours) beyond Division I appropriate to teaching position, if recommended by the Superintendent.
  3. Doctoral degree, sixth (6th) year diploma for advanced graduate study or, ninety (90) term hours (sixty (60) semester hours), beyond Division I, appropriate to teaching position, if recommended by the Superintendent.
  4. In order to receive credit for hours beyond the preceding Division, credit hours shall be earned after the date of the teacher's certificate; or to advance to the next division, course credits earned prior to the date of the teacher's certificate or license, but post Bachelors degree may be applied based on the following provisions:
    - No internship or student teaching credits will be applicable to the next division unless incorporated into a completed Masters Degree program.
    - Course credits applied to the next division must be applicable to the individual's current or potential teaching or specialist position and approved by the Deputy Superintendent
    - It is the employee's responsibility to notify the Deputy Superintendent that he/she may qualify for a change in division under this provision. The Deputy Superintendent will review his/her transcripts and determine the number of course credits that can be applied. The employee will provide supporting documentation and rationale if further clarification is necessary.

Note: Any certificates, licenses and degrees will be reviewed upon employment with the district. "Post Bachelor's degree" refers to a Bachelor's degree that is directly related to the teacher or specialist earning their professional certificate or license.

- a. Reference to "term" or "semester" hours in paragraph M shall mean graduate hours.
- b. The term "graduate term or semester hours" shall be defined by the conferring college or university.
- c. It shall be the bargaining unit member's responsibility to provide proof of the graduate status of the hours earned through appropriate college or university catalogs or other indicia. It is understood that if graduate or undergraduate hours are part of a masters or doctoral program, they will be acceptable.
- d. Undergraduate hours may be approved by the Deputy Superintendent as in the case of computer courses or Board-required courses or other courses directly related to the bargaining unit member's employment with the District.
- e. Where undergraduate courses are taken with the expectation of qualifying for advancement on the salary schedule, the bargaining unit member should seek advance approval in writing from the Deputy Superintendent whose decision shall be final.

## **5.2 SALARY SCHEDULE**

Salaries of bargaining unit members are set forth hereinafter. Each year contains a salary schedule.

### **A. Merit Pay**

1. In accordance with Section 1250 of the revised School Code, the district must implement a method of compensation for its teachers that includes a job performance and accomplishments as a significant factor in determining compensation and additional compensation
  - a. The Board must establish the criteria and level of pay.

B. 2012-2013 Salary Schedule

Article I.	Division I	Division II	Division III
1	\$37,080	\$41,530	\$45,980
1.5	\$38,193	\$42,643	\$47,092
2	\$39,305	\$43,755	\$48,204
2.5	\$40,418	\$44,868	\$49,502
3	\$41,530	\$45,980	\$50,800
3.5	\$42,643	\$47,092	\$52,098
4	\$43,755	\$48,204	\$53,396
4.5	\$44,868	\$49,317	\$54,694
5	\$45,980	\$50,429	\$55,991
5.5	\$47,092	\$51,727	\$57,289
6	\$48,204	\$53,025	\$58,587
6.5	\$49,317	\$54,323	\$59,885
7	\$50,429	\$55,621	\$61,183
7.5	\$51,542	\$56,919	\$62,481
8	\$52,654	\$58,217	\$63,778
8.5	\$53,767	\$59,514	\$65,076
9	\$54,879	\$60,811	\$66,373
9.5	\$56,177	\$62,109	\$67,671
10	\$57,475	\$63,407	\$68,969
10.5	\$58,773	\$64,705	\$70,267
11	\$60,070	\$66,003	\$71,565
11.5	\$61,922	\$67,854	\$73,416
12	\$63,945	\$69,893	\$75,470
13	\$67,551	\$73,499	\$79,076

- C. Bargaining unit members will receive a 1/2 step advancement on the salary schedule for 2012-2013.
- D. Current assumptions utilized for establishing the 2012-13 general fund budget include but are not limited to:
1. No increase in MPSERS rate *Note: anticipated rate = 2011-12 rate*
  2. Blended enrollments – decrease by 50 FTE (400,950)
  3. Best practice/student growth “incentive” - (46,920 net incremental based on receiving 60% of incentive, another 156,400 could be available)
  4. Carry forward fund balance from 2011-12 (472,327)
  5. Utilize \$493,166 of fund balance
  6. No increase in foundation allowance (\$0)

If there is a “net” positive gain in the “actual” amounts associated with these revenue and expense items between the date of the budget adoption (June 25<sup>th</sup>) and October 31, 2012 after “replacing” **the \$493,166 draw** from the fund balance, the “excess” will be distributed proportionately among all employee groups in a one time off schedule amount. However, the one time off schedule distribution to the bargaining unit will not exceed an amount equal to **2%** of the 2011-12 wages (salary schedule only) of the bargaining unit. Each employee bargaining team can determine how to distribute the funds. Any amount greater than the **2%** “cap” will be maintained by the District.

*Note: Should the district sell any property, the revenue generated will not be considered in this equation.*

- E. Longevity was eliminated in the 2012-2013 school year. Step 13 was added in the 2012-2013 school year.

**5.3 EXTRA DUTY PAY**

*A years experience shall mean extra-duty activity. Credit for up to two (2) years.*

<b>SCHEDULE B</b>				
<b>* 2012-2013 *</b>				
	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	
<b>Athletics</b>				
BASEBALL/SOFTBALL HS ASST COACH	2387	2948	3782	
BASEBALL/SOFTBALL HS HEAD COACH	3422	4360	5330	
BASKETBALL HS ASST COACH BOYS/GIRLS	2590	3053	3844	
BASKETBALL HS HEAD COACH BOYS/GIRLS	4039	4808	6518	
BASKETBALL MS BOYS	2222	2854	3627	
BASKETBALL MS GIRLS	2222	2854	3627	
CHEERLEADING FRESHMAN ASST COACH	2177	2623	2806	
CHEERLEADING HS VARSITY	3266	3947	5104	
CHEERLEADING JV ASST COACH	2177	2623	2806	
CHEERLEADING MS	1461	1751	2102	
CROSS COUNTRY HS ASST COACH	1949	2438	3039	
CROSS COUNTRY HS HEAD COACH	2716	3395	4235	
CROSS COUNTRY MS ASST COACH	1710	2117	2797	
CROSS COUNTRY MS HEAD COACH	1710	2117	2797	
DANCE COACH HS	2518	3039	3947	
EQUIPMENT MANAGER HS	2538	2538	2538	
FOOTBALL HS ASST COACH	2590	3053	3844	
FOOTBALL HS HEAD COACH	4039	4808	6518	
GOLF HS ASST COACH	1465	1953	2543	
GOLF HS HEAD COACH	2036	2717	3535	
GYMNASTIC HS COACH	3065	3779	4656	
HOCKEY HS ASST COACH	2387	2948	3782	
HOCKEY HS HEAD COACH	3422	4360	5330	
SKIING HS ASST COACH	1279	1765	2344	
SKIING HS HEAD COACH	1785	2456	3264	
SOCCER HS ASST COACH BOYS/GIRLS	2387	2948	3782	
SOCCER HS HEAD COACH BOYS/GIRLS	3422	4360	5330	
SWIMMING HS ASST COACH	2387	2948	3782	
SWIMMING HS HEAD COACH BOYS/GIRLS	3422	4360	5330	
TENNIS HS ASST COACH	1705	2194	2787	
TENNIS HS HEAD COACH BOYS/GIRLS	2375	3053	3883	
TRACK HS ASST COACH BOYS/GIRLS	2387	2948	3782	
TRACK HS HEAD COACH BOYS/GIRLS	3422	4360	5330	
TRACK MS ASST COACH	1710	2117	2797	
TRACK MS HEAD COACH	2281	2938	3732	
VOLLEYBALL HS ASST COACH	2387	2948	3782	
VOLLEYBALL HS HEAD COACH	3422	4360	5330	
VOLLEYBALL MS COACH	2222	2854	3627	

<b>SCHEDULE B</b>				
<b>* 2012-2013 *</b>				
	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	
WATER POLO HS ASST COACH	1705	2194	2787	
WATER POLO HS HEAD COACH	2375	3053	3883	
WEIGHT ROOM SUPERVISOR HS (PER QTR)	924	924	924	
WRESTLING HS ASST COACH	2387	2948	3782	
WRESTLING HS HEAD COACH	3422	4360	5330	
WRESTLING MS ASST COACH	1710	2117	2797	
WRESTLING MS HEAD COACH	2061	2390	3197	
<b>Music</b>				
MUSIC HS JAZZ ENSEMBLE	2375	2920	3883	
MUSIC HS MARCH/SYMPH/CONCERT DIRECTOR	2702	3053	4230	
MUSIC HS MARCHING BAND ASST DIRECTOR	1340	1647	2026	
MUSIC HS SOMEKO SINGERS	2375	2920	3883	
MUSIC HS SYMPHONY ORCHESTRA	2702	3053	4230	
MUSIC MS BAND	2363	2716	3532	
MUSIC MS JAZZ BAND	1140	1140	1140	
MUSIC MS ORCHESTRA	2363	2716	3532	
MUSIC MS VOCAL	2363	2716	3532	
MUSIC 6 <sup>th</sup> GRADE ORCHESTRA ENRICHMENT	1860	1860	1860	
<b>Drama</b>				
DRAMA HS CHOREOGRAPHER	841	1037	1275	
DRAMA HS DRAMATIC PRODUCTIONS	2691	3310	4072	
DRAMA HS MUSIC PRODUCTIONS DIRECTOR	2691	3310	4572	
DRAMA HS MUSICAL DIRECTOR	1444	1779	2185	
DRAMA HS THEATER ASST DIRECTOR	1340	1647	2026	
DRAMA MS CHOREOGRAPHER	605	744	917	
DRAMA MS DRAMATIC PRODUCTIONS	1790	2203	2709	
DRAMA MS MUSIC DIRECTOR	964	1186	1461	
DRAMA MS MUSIC PRODUCTIONS DIRECTOR	1790	2203	2709	
<b>Coordinators/Dept Chairs/Advisors/Sponsors</b>				
CAREER PATHWAYS COORDINATOR K-12	1686	1686	1686	
CLASS SPONSORS HS	1702	1702	1702	
DEBATE COACH HS	1857	2563	3404	
DEPARTMENT CHAIRS MIDDLE SCHOOLS (6) (SS, SCIENCE, MATH, ENGLISH, ELECTIVE, EXPLORATORY)	2139	2139	2139	
GERMAN EXCHANGE PROGRAM (PER NIGHT)	63	63	63	
INSTRUCTION COORDINATORS HIGH SCHOOL (ENGLISH, SCIENCE, MATH, SS, FOR/LA, GUIDE, FINE ARTS, LIFE MGMT/TECH ED.)	2978	2978	2978	
HS PE AREA COORDINATOR	1548	1548	1548	
HS SPECIAL EDUCATION AREA CHAIRPERSON	1548	1548	1548	
INSTRUCTIONAL TECHNOLOGY REPRESENTATIVE (PER BUILDING)	2193	2193	2193	

<b>SCHEDULE B</b>				
<b>* 2012-2013 *</b>				
	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	
INTERNET COORDINATOR K-12	2717	2717	2717	
LANGUAGE ARTS COORDINATOR K-5	1686	1686	1686	
LIBRARY COORDINATOR K-5	1686	1686	1686	
MATH COORDINATOR K-5	1686	1686	1686	
NATIONAL HONOR SOCIETY ADVISOR	2139	2139	2139	
NCA CHAIRPERSON HS (See Note)	3575	3575	3575	
NCA Goal Chairperson (Per Goal – 3) (See Note)	1787	1787	1787	
NEWSPAPER HS	1744	2325	3200	
PE CORE CURR K-12	1686	1686	1686	
PERIODICAL PUBLICATIONS	1444	1966	2826	
QUIZ BOWL	1857	2563	3404	
ROBOTICS COACH	1857	2258	3404	
SAFETY PATROL SUPERVISOR	1477	1815	2446	
SCIENCE OLYMPIAD MS & HS	1070	1070	1070	
SENIOR VOLUNTEER PROJECT COORD	1686	1686	1686	
SS CORE CURR 6-12	1686	1686	1686	
SS CORE CURR K-5	1686	1686	1686	
STUDENT COUNCIL HS	2691	3310	4072	
YEARBOOK ADVISOR HS	2315	2897	3770	
YEARBOOK ADVISOR MS	1444	1966	2826	
SCHOOL PSYCHOLOGISTS, SPEECH PATHOLOGISTS PROGRAM SPECIALISTS, SOCIAL WORKERS: SERVING 4 OR MORE BUILDINGS	1140	1140	1140	
SERVING 3 BUILDINGS	856	856	856	
SERVING 2 BUILDINGS	571	571	571	
CLUBS	854	854	854	
RESIDENTIAL CAMP (Per Night)	63.39	63.39	63.39	

<b>Non-Schedule Extra Duty Pay</b>				
<b>* 2012-2013 *</b>				
<b>Athletic Event Personnel</b>				
TICKET PERSONNEL OTHER EVENTS MS/HS (Per Night)	20.00	20.00	20.00	
TICKET PERSONNEL VARSITY FOOTBALL (Per Night)	40.00	40.00	40.00	
TICKET PERSONNEL VARSITY/JV BASKETBALL (Per Night)	40.00	40.00	40.00	
TIMING/SCORING OTHER EVENTS MS/HS (Per Night)	25.00	25.00	25.00	
TIMING/SCORING VARSITY FOOTBALL (Per Night),	35.00	35.00	35.00	
TIMING/SCORING VARSITY/JV BASKETBALL (Per Night)	40.00	40.00	40.00	
MS Game Manager (Per Night)	40.00	40.00	40.00	
HS Game Manager (Per Night)	55.00	55.00	55.00	

Note: The maximum amount utilized for NCA stipends at the high school for 2011-12 will be \$8936. This total amount will cover the NCA chairperson and up to 3 goals. The funds cannot be distributed to fewer than three (3) individuals. The High School administration and teachers will propose the stipend distribution to both the OEA and administration, requiring final approval by both parties. If more than three goals are required by NCA, the OEA and administration will address this change through a Letter of Agreement.



A. New clubs can be created as the need and/or interest develops. Should a new club be created during the term of this Agreement, the club sponsor shall submit specific information on the club's activities in writing together with a potential club sponsor job description to the Deputy Superintendent for approval. All of the foregoing requirements shall be completed in advance of receiving any compensation for sponsoring a new club.

B. ATHLETIC COACHING LONGEVITY PAY

Coaches are eligible for longevity pay provided:

1. They have coached in the same sport for a certain number of years at the Okemos Schools, or
2. They have coached a certain number of years, regardless of what sport at the Okemos Schools.

Coaching is defined as being paid by the Okemos School System for coaching service.

5 years of coaching	\$ 278.00
7 years of coaching	555.00
10 years of coaching	833.00
12 years of coaching	1,110.00
15 years of coaching	1,388.00
17 years of coaching	1,665.00
20 years of coaching	1,943.00

3. Longevity for coaching is subject to the following interpretations:
  - a. "Years" shall mean the full season of the sport. Years need not be consecutive nor does the same sport need to be coached to qualify, however, partial seasons may not be combined to make a year.
  - b. "Sport" shall mean interscholastic school-sponsored athletics only. Intramurals are not included.
  - c. A person is a "coach" irrespective of whether as a head coach or an assistant coach.
  - d. The maximum longevity credit that a person can accumulate during any academic school year would be one (1) year of coaching experience regardless of how many sports were coached during the academic school year. Multiple coaching assignments may not be combined to achieve longevity at a rate faster than one (1) year of credit per year employed.

**5.4 INSURANCE BENEFITS**

A. MESSA Choices II Insurance

1. For each of the years covered by this master agreement, the Board will pay 80% and the employee will pay 20% of the Pak A and Pak B premium. The employee payment will be payroll deducted in accordance with Section 5.4 I.

Bargaining unit members opted to maintain MESSA coverage and contribute the difference of the premium from the PHP-PPO plan covering all other employees in the district. This additional payment will also be payroll deducted in accordance with Section 5.4I.

If the difference in the total financial impact of the MESSA rate versus the PHP rate is less than \$40,000 based on actual enrollments, the calculation will be revised. The enrollments will be based on those enrolled in Pak A and B as of September 15, 2011. Bargaining unit members will receive the "difference" in a "one-time" reimbursement in the last pay in June, 2012.

2. Pak A: MESSA Choices II with a Rx Saver drug card; MESSA Plan 2 Long Term Disability Insurance (66 2/3%) coverage, 90 calendar day modified fill, \$5,000 monthly maximum, Social Security freeze, no 2 year limitation on any disability, cost of living allowance; Delta Dental Plan E with "007" Orthodontic Rider, including internal and external coordination of benefits; \$30,000 Negotiated Life with AD&D; MESSA VSP-3 Vision Plan
3. Pak B: LTD (as described in Pak A) Delta Dental Plan Auto Plus with "008" Orthodontic Rider, \$50,000 Negotiated Life Insurance with AD&D, Vision (as described in Pak A)
4. Pak B participants who are employed full time will receive \$3000 (reflects \$250 per month) paid in 18 equal installments beginning in October and ending in June.
  - a. Any annuity amounts which exceed the Board's subsidy shall be payroll deducted.

An open enrollment period shall be provided whenever the contribution amounts change, provided the carrier permits same.

5. Under the Employer Participation Agreement with MESSA (per MESSA) bargaining unit members are required to select either Pak A or Pak B. Therefore, the previous agreement between the board and the OEA allowing bargaining unit members to opt out of both options is not permissible. Originally, the parties entered into this agreement to reduce the financial implications for part time personnel who had coverage elsewhere. It is recognized that individuals with a significantly low employment percentage may be adversely affected by this requirement. Therefore, the parties agree that if a bargaining unit member's prorated amount for "cash in lieu of health" does not cover the cost of Pak B, the district will fund the difference.

As with Pak A and B benefit premiums paid on behalf of the employee by the district (Article 5.4, Section D.), the amount of cash payment benefit will be prorated for part-time bargaining unit members.

- B. Bargaining unit members who are hired after the first day of work in any school year shall be assessed the appropriate pro-rated portion of the annual assessment.
- C. The Board will provide short term disability on the basis of 66 2/3% of earned salary for a period of ninety calendar days commencing on the 11<sup>th</sup> day of absence for the same condition within a school year or the date the teacher's accumulated sick leave is exhausted, whichever occurs later.

1. The foregoing 66 2/3% shall be figured on the teacher's daily rate (annual contract divided by the number of teacher days) for the period of disability from the 11<sup>th</sup> to 90<sup>th</sup> day of continuous disability. Such payment shall cease when the contract salary, less the 33 1/3% deduction for disability days, has been paid.
  2. At the time of the last fully paid day, the contract will be paid in full to that date. Upon return, the remaining salary owed will be computed and that total prorated into remaining pay periods.
- D. Part-time shall be defined as those bargaining unit members who are employed for less than fifteen hundred (1500) minutes of pupil contact time per week. Benefits will be pro-rated based on the number of minutes of employment.
- E. Open enrollment shall be held each May/June, and as scheduled by the carrier. The Board shall have no responsibility to pay insurance costs until the carrier enrolls the bargaining unit member.
- F. A bargaining unit member working a full school year can expect insurance coverage from July 1 through June 30. A bargaining unit member resigning as of the end of the school year will have insurance continued through June 30. Bargaining unit members hiring in after January 1 will have their insurance pro-rated during the summer months unless they are re-employed for the next school year in which case their coverage shall be continuous.
- G. Upon retirement/resignation at the end of a school year, employee health care would cease on June 30 of that year.
- H. A bargaining unit member who is eligible for insurance benefits including the Board-paid annuity as set forth herein, shall be responsible for the completion of all necessary documents and for fulfilling any other requirement of the insurance underwriters/ administrators prior to receiving any benefit(s) under Section 5.4. Failure to comply with this provision shall result in loss of benefit(s).
- I. Worker's Compensation
1. The Board agrees to carry worker compensation insurance for all bargaining unit members.
  2. Bargaining unit members sustaining injury or occupational disease arising out of, and in the course of, employment, shall be continued on the payroll to the extent of the dollar amount of their sick leave reserve; provided, that where they receive income under the Worker Compensation Act, such income shall be supplemented by the Board with an amount sufficient to maintain their regular salary for a period not to exceed the dollar amount of their sick day reserve. Such reserve shall be charged only for that portion in excess of the compensation payment.

In the event that the use of sick leave as a supplement to Worker Compensation results in a reduction in the Worker Compensation benefit, the Board and the Association will meet and renegotiate this provision.

- J. The Board has adopted a qualified plan document, including a salary reduction agreement which complies with Section 125 of the Internal Revenue Code. The plan document will become effective with the next open enrollment period. The cost associated with establishing the initial plan documents and for fulfilling future Board reporting requirements shall be borne by the Board. The Board shall have the right to determine the plan administrator. The employee shall pay the monthly administration fee for documents required to be filed under Section 125 including salary reduction agreements.

The Board has adopted a qualified plan document up to the maximum permitted by the Code, including a salary reduction agreement which complies with Section 125 of the Internal Revenue Code.

## **5.5 RETIREMENT BENEFITS**

- A. The Board agrees to pay one hundred dollars (\$100.00) for each year of service to Okemos Public Schools, to bargaining unit members upon retirement provided said bargaining unit members have been employed by the District at least ten (10) years. Bargaining unit members employed by the Okemos Public Schools for more than twenty (20) years shall be paid one hundred fifty dollars (\$150.00) for each year of service to Okemos Public Schools.
- B. In addition to the provisions set forth in Section A, those bargaining unit members who retire with at least ten (10) years of service with the Okemos Public Schools and who provide written notice of intent to retire at the end of the first semester by October 15, or the end of the second semester by March 15, shall be entitled to one-half (1/2) of their daily rate of pay for any accumulated unused sick leave up to seventy (70) days.
- C. The Board agrees to provide those bargaining unit members electing retirement during their 1<sup>st</sup> period of eligibility (provisions of the Michigan Public School Employees Retirement Act) a one-time assistance payment equal to nine thousand dollars (\$9,000.00).
1. The term, "period of eligibility under MPERS" shall be defined as the first year that the bargaining unit member becomes eligible for full retirement under the Act. (See Letter of Agreement – MPSEER Eligibility in Appendix D.).
  2. If a bargaining unit member's birthday falls during the school year, s/he shall be able to complete the school year.
  3. The payment shall be made in a lump sum not later than January 10 of the year following retirement.
  4. Benefits under this provision shall terminate upon the death of the retiree as it is not intended as a benefit for survivors.
  5. "Retirement" means that the bargaining unit member must become an annuitant of the Michigan Public School Employees Retirement System.
  6. The bargaining unit member will not receive the payment until the bargaining unit member has presented proof of retirement from the Michigan Public School Employees Retirement system and has submitted an official copy of a birth certificate and/or official proof of birth.

7. In order to receive this retirement benefit, the bargaining unit member is required to give the Board written notice of his/her intent to retire at the end of the first semester by October 15, or the end of the second semester by March 15. Failure to provide the prescribed notification shall void the pay provisions of this Agreement.

## **6.0 SHARED TEACHING**

It is agreed that the Okemos Board of Education and the Okemos Education Association support the concept of shared teaching assignments at the elementary/secondary level subject to economic and staffing considerations. Shared teaching assignments shall be subject to the following provisions:

- A. It is agreed that shared time teachers are subject to the terms of the Master Agreement.
- B. Shared time teaching shall be defined as two (2) teachers sharing one (1) full-time assignment.
- C. Agreement to share a full time assignment shall commit the teacher and the Board to not more than one (1) school year.
- D. For teachers currently job sharing:
  1. Shared time teachers shall indicate by March 15 to the Deputy Superintendent their desire to:
    - a. Renew the established job sharing assignments;
    - b. Return to a full-time teaching assignment.
  2. Paragraph a) above will be implemented upon mutual agreement of the teachers, principal and Superintendent.
- E. For teachers wanting to establish a new shared teaching assignment:
  1. An individual seeking a shared teaching assignment for the next academic year must submit a letter of interest to the Deputy Superintendent by March 15. The shared teaching assignment shall become final once the other bargaining unit member is identified and upon mutual agreement of the teachers, principal, and Superintendent after completion of a and b, but no later than May 15:
    - a. Schedule the work time; morning/afternoon at the elementary level; class hours at the secondary level.
    - b. Provide a brief description of how the teacher responsibilities are to be shared including:
      - 1) Parent-Teacher conferences
      - 2) Grade/Department meetings
      - 3) Staff meetings
      - 4) Inservice
      - 5) Half days
      - 6) Communication with immediate supervisor; and process to be used
      - 7) Mutual Planning Time/Individual Planning Time

- F. Teachers in a shared assignment shall substitute in each other's absence whenever possible and shall be paid at the substitute rate. The absent teacher shall notify the substitute teacher recorder of such arrangement.
- G. Sick leave and individual leave days shall be accrued on a pro-rata basis.
- H. Teachers in a shared time assignment will be paid a pro-rata share of salary and fringe benefits.
- I. Seniority and salary schedule credit shall accrue as if teachers were employed full time.
- J. Teachers in shared time assignments shall be considered to be on a partial leave of absence. It is understood that shared time teachers are not eligible for unemployment compensation.

**7.0 AGREEMENT**

**Article I. INGHAM CLINTON EDUCATION ASSOCIATION (ICEA)**

This agreement entered into this 13th day of August, 2012 by and between the following parties:

\_\_\_\_\_  
Witness ICEA Representative/President

\_\_\_\_\_  
Witness President, Okemos Education Association (OEA)

\_\_\_\_\_  
Witness Negotiator Representative

**Article II. OKEMOS BOARD OF EDUCATION**

\_\_\_\_\_  
Witness Superintendent

\_\_\_\_\_  
Witness President, Okemos Board of Education

**APPENDIX: A**

**Okemos Public Schools  
Additional Certification and/or a New Endorsement.**

I, \_\_\_\_\_, am enrolled in the following courses and will complete the necessary requirements for (additional certification or a new endorsement) \_\_\_\_\_  
\_\_\_\_\_ in \_\_\_\_\_.

I will complete the above course work by \_\_\_\_\_, 20\_\_\_\_.

Prior to July 30, I agree to provide the administration with a written statement from the appropriate college official that I shall successfully complete the above course work on the date indicated so that proper notice of layoff may be provided to other bargaining unit members who may be affected by the change in my status.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## Appendix B: SCHOOL CALENDARS

### Okemos Public Schools 2012-2013 Calendar

August 29		Planning Day for Teachers
August 30		Professional Development
September 4	No School PM K-8 Full Day 9-12	<b>First Day of School</b>
September 19	2 Hour Early Release K-12	Professional Development
October 24	2 Hour Early Release K-12	Professional Development
November 1	No School K-12	Professional Development
November 2		End of 1 <sup>st</sup> Marking Period 9-12
Weeks of November 5, 12 & 19		P/T Conferences K-12
November 6	No School K-8 Full Day 9-12	K-8 Records Day AM P/T Conferences PM
November 14	2 Hour Early Release K-12	Professional Development
November 21–23	No School K-12	Thanksgiving Recess
November 30		End of 1 <sup>st</sup> Trimester 5-8
December 12	2 Hour Early Release K-12	Professional Development
December 24-January 4	No School K-12	Winter Recess (School Resumes January 7)
January 7	School Resumes K-12	
January 16	2 Hour Early Release K-12	Professional Development
January 21	No School K-12	Martin Luther King, Jr. Day
January 24	No School PM 9-12 Full Day K-8	Records Day
January 25	No School PM 9-12 Full Day K-8	Records Day End of First Semester 9-12
February 15 & 18	No School K-12	President's Day
February 20	2 Hour Early Release K-12	Professional Development
Weeks of March 4, 11 & 18		P/T Conferences K-12
March 6	No School PM K-8 Full Day 9-12	P/T Conferences PM
March 8		End of 2 <sup>nd</sup> Trimester 5-8
March 20	2 Hour Early Release K-12	Professional Development
March 27		End of 3 <sup>rd</sup> Marking Period 9-12
March 28-29	No School K-12	
April 1-5	No School K-12	Spring Recess
April 17	2 Hour Early Release K-12	Professional Development
May 22	2 Hour Early Release K-12	Professional Development
May 27	No School K-12	Memorial Day
June 5	No school PM 9-12 Full Day K-8	Records Day
June 6	No School PM 9-12 Full Day K-8	Records Day
June 7	No School PM K-12	Last Day of School/Records Day
June 10		Planning Day for Teachers

**Appendix C: GRIEVANCE REPORT FORM**

SECTION 1.7, GRIEVANCE PROCEDURE, REQUIRES THAT A WRITTEN GRIEVANCE SHALL CONTAIN THE FOLLOWING:

1. It shall be signed by the grievant.
2. It shall contain the date of the alleged violation.
3. It shall be specific.
4. It shall contain a summary of the facts giving rise to the alleged violation.
5. It shall cite the section(s) or subsection(s) of this Agreement alleged to have been violated.
6. It shall specify the relief requested.

GRIEVANCE # \_\_\_\_\_

- Distribution:
1. Superintendent
  2. Principal
  3. Association
  4. Teacher

**Article I. GRIEVANCE REPORT**

Submit to Principal in duplicate

Building \_\_\_\_\_ Assignment \_\_\_\_\_

Name of Grievant \_\_\_\_\_ Date Filed \_\_\_\_\_

**STEP I**

A. Date Cause of Grievance Occurred \_\_\_\_\_, 20\_\_

B. 1. Statement of Grievance

2. Relief Sought

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

C. Disposition by Principal

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

D. Position of Grievant and/or Association

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

STEP II

- A. Date received by Superintendent or Designee \_\_\_\_\_ 20\_\_
- B. Disposition of Superintendent or Designee

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

- C. Position of Grievant and/or Association

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

STEP III

- A. Date received by Board of Education or Designee \_\_\_\_\_, 20\_\_
- B. Disposition by Board

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

- C. Position of Grievant and/or Association

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

STEP IV

- A. Date submitted to Arbitration \_\_\_\_\_, 20\_\_
- B. Disposition and Award of Arbitrator

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

**APPENDIX: D Letters of Agreement**

**LETTER OF AGREEMENT  
between the  
OKEMOS BOARD OF EDUCATION  
and the  
INGHAM CLINTON EDUCATION ASSOCIATION, MEA/NEA**

**Part-time Employment While on Sabbatical Leave**

WHEREAS the parties seek to accommodate part-time employment that is offered by a Board other than the Okemos Public Schools while a bargaining unit member is on a sabbatical leave pursuant to the provisions of Section 4.61 of the Master Agreement, it is agreed as follows:

1. A bargaining unit member who has been granted a sabbatical leave shall execute an individual written employment contract with the Okemos Public Schools.
2. Said individual contract shall specify and entitle the bargaining unit member to compensation that is equal to one-half (1/2) the annual contract salary at his/her step of the salary schedule.
3. The bargaining unit member shall execute a promissory note for the salary to be received during the term of the leave from the Okemos Public Schools. Said promissory note shall be void upon the bargaining unit member's return from leave and his/her completion of one (1) year of employment with the Okemos Public Schools.
4. A bargaining unit member may earn up to one-half (1/2) of his/her annual contract salary through another Board provided:
  - a. The bargaining unit member submits written notification of the name and address of said Board to the Director of Personnel and Public Information within five (5) work days of an offer of employment; and
  - b. Said Board submits written notification of the amount of compensation that will be remitted to the bargaining unit member to the Director of Personnel and Public Information within five (5) work days of the date of hire.
5. The amount of compensation that the bargaining unit member receives from the Okemos Public Schools together with any other Board shall not exceed the annual contract salary that the bargaining unit member would have received had s/he been employed full time with the Okemos Public Schools.

\_\_\_\_\_  
For the Board of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Date

**LETTER OF AGREEMENT**  
**between the**  
**OKEMOS BOARD OF EDUCATION**  
**and the**  
**INGHAM CLINTON EDUCATION ASSOCIATION, MEA/NEA**

**MPSERS Eligibility**

For the purposes of clarifying the provisions at section 5.5, C of the Master Agreement, the parties agree that the current interpretation of eligibility by the Michigan Public School Employees Retirement System is as follows:

The first period of eligibility for bargaining unit members in the Basic Plan is defined as having attained age sixty (60) with ten (10) or more years of credited service, or having attained age fifty-five (55) with thirty (30) or more years of credited service and with credited service in each of the five (5) school fiscal years immediately preceding the retirement allowance effective date.

The first period of eligibility for bargaining unit members in the MIP is defined as having attained thirty (30) years of credited service at any age, or having attained age sixty (60) while still working with a minimum of five (5) years of credited service and with credited service in each of the five (5) school fiscal years immediately preceding the retirement allowance effective date.

Bargaining unit members should consult with MPSERS for an update of the foregoing interpretation prior to finalizing their retirement plans.

\_\_\_\_\_  
For the Board of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Date

**LETTER OF AGREEMENT**  
**between the**  
**OKEMOS BOARD OF EDUCATION**  
**and the**

**INGHAM CLINTON EDUCATION ASSOCIATION, MEA/NEA**

**Changes in Start/End Times [Hours of Student Instruction] 2011-12**

Section 1284(1) of the School Code requires 1,098 hours of student instruction. The parties agree as follows subject to the provisions of Section 3.2 of the 2011-12 Master Agreement:

1. The instructional hours/minutes at the High School (Grades 9-12) shall be 7:45 a.m. to 2:35 p.m. on full days of instruction and 7:45 a.m. to 10:55 a.m. on half days of instruction.
2. The instructional hours/minutes at the Chippewa Middle School (Grades 7-8) shall be 8:00 a.m. to 2:50 p.m. on full days of instruction and 8:00 a.m. to 11:00 a.m. on half days of instruction.
3. The instructional hours/minutes at Kinawa School (Grades 5-6) shall be 8:45 a.m. to 3:35 p.m. on full days of instruction and 8:45 a.m. to 11:55 a.m. on half days of instruction.
4. The instructional hours/minutes for Grades 1-4 shall be 8:50 a.m. to 3:50 p.m. on full days of instruction and 8:50 a.m. to 12:00 p.m. on half days of instruction.
5. The instructional hours/minutes for elementary half day programs shall be 8:50 a.m. to 12:00 p.m. and 12:40 p.m. to 3:50 p.m. on full days of instruction and 9:00 a.m. to 12:10 p.m. on half days of instruction. The parties agree that Kindergarden can have a 10 minute staggered starting/ending time (from the normal elementary school hours), this decision to be made through the building and program decision-making process.
6. The 30-minute duty-free, uninterrupted lunch period at all levels remains unchanged.
7. Elementary (Grades K-4) Preparation/Planning/Conference time is subject to Article 3.2 of the Master Agreement and is based upon the following: 50 minutes prep at lunch (five 10-minute duty-free recesses attached to lunch each week); at least 225 minutes per week for art/music/physical education instruction; plus unassigned recess duty (two 20-minute duty-free recess during a.m. or p.m.) which may vary from week to week, and building to building, and season to season depending on the circumstances. If averages vary the Association shall have the right to conference with the building principal and the Superintendent.
8. All other terms and conditions of the Master Agreement between the parties shall be as set forth therein.

\_\_\_\_\_  
For the Board of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Date

**LETTER OF AGREEMENT**  
**between the**  
**OKEMOS BOARD OF EDUCATION**  
**and the**  
**INGHAM CLINTON EDUCATION ASSOCIATION**  
**MEA/NEA**

**District Restructuring and Reorganization**

The portions of the current contract that are affected by restructuring or reorganization of the school district are subject to renegotiation during the term of this contract at the request of either party.

\_\_\_\_\_

For the Board of Education

\_\_\_\_\_

Date

\_\_\_\_\_

For the Association

\_\_\_\_\_

Date

**LETTER OF AGREEMENT**  
**between the**  
**OKEMOS BOARD OF EDUCATION**  
**and the**  
**INGHAM CLINTON EDUCATION ASSOCIATION, MEA/NEA**

**English As A Second Language**

ESL employees remain out of the bargaining unit. However, if a bargaining unit member is assigned an ESL class then the time spent in an ESL position will count as minutes of employment under 5.4D for the purpose of insurance eligibility/proration.

\_\_\_\_\_  
For the Board of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Date



**LETTER OF UNDERSTANDING**  
**Between**  
**OKEMOS EDUCATION ASSOCIATION**  
**And**  
**OKEMOS PUBLIC SCHOOLS**

**Establishing Number of Sections**

The following Letter of Understanding documents past practice, and clarifies the agreed upon terms between the Okemos Education Association and Okemos Board of Education related to establishing and staffing sections in the elementary schools:

1. For the purpose of establishing sections and staffing at elementary schools:
  - The number of sections established for the next school year will be based on the previous year's student enrollments moved to the next grade level. The number of sections will equal the total number of students divided by class size limits established in the Master Agreement. Class size limits will not be exceeded in this initial step of the process.
  - Up to and including five (5) instructional days following the Friday after Labor Day, if any section exceeds class size limits by one student or more, the district will add a section. To substantiate predicted enrollments, administrators must provide data [confirmation of continuing enrollments of existing students and enrollment documents and/or contacts with parents of new students]. Once verified that a class size limit has been or will be exceeded, a section will be added.
  - After that Friday – If a single class exceeds class size limits by at least one student, an aide will be added. Within an elementary school, if one section at a specific grade level is 3 students over class size limits and all other sections at that same grade level are 2 students over class size limits, the administration will establish another section.
  - Because of their participation in grade-appropriate regular education programs throughout the year special education, basic classroom students are included in the class size counts within their building.
2. Throughout this process, administration will discuss the course of action with the OEA President and the OEA Contract Maintenance Chair, as well as the impacted bargaining unit member(s).
3. It is understood by the parties that this agreement does not apply to the Okemos Public Schools Montessori classrooms.
4. It is further understood by the parties that this agreement will be in effect for the duration of the Master Agreement. At the end of this period, the procedure will be analyzed and evaluated to determine if it met the needs of both parties.

---

For the Board of Education

---

Date

---

For the Association

---

Date

**LETTER OF AGREEMENT**  
**between the**  
**OKEMOS BOARD OF EDUCATION**  
**and the**  
**INGHAM CLINTON EDUCATION ASSOCIATION, MEA/NEA**

**FLEX/BASE**

**FLEX:**

The high school schedule will have the following component:

1. Fifty (50) minute block of time, referred to as “FLEX”, will be established an average of 1 day per week.
2. All full time high school teachers will supervise the fifty (50) minute block of time.
3. The number of students allowed in a teacher’s class during the FLEX time will not exceed twenty-five (25) students.
4. Part-time teachers may arrange time to meet with students before school, after school, or during the FLEX time, if they choose.
5. The students in the fifty (50) minute block will not be counted for purposes of determining a teacher’s total student load.
6. Modifications or adjustments to the FLEX program recommended by the Building Planning Team (BPT) in accordance with the building level decision making process will be submitted to OEA and district leadership to check for compliance with the master agreement.

**BASE:**

The 7/8 middle school schedule will have the following component:

1. Forty-two (42) minute block of time, referred to as “BASE” will be established 2-3 times per month.
2. Teachers employed 80%-100% at the 7/8 middle school and scheduled during the time designated for BASE will supervise the 42-minute block of time.
3. The number of students assigned to a teacher during BASE will not exceed 25 students.
4. The students in the 42-minute block will not be counted for purposes of determining a teacher’s total student load.
5. Modifications or adjustments to the BASE program recommended by the Building Planning Team (BPT) in accordance with the building level decision making process will be submitted to OEA and district leadership to check for compliance with the master agreement.

The parties agree to implement the terms of this Letter of Agreement beginning for the 2011-12 school year.

---

For the Board of Education

---

Date

---

For the Association

---

Date

**LETTER OF AGREEMENT**  
**between the**  
**OKEMOS BOARD OF EDUCATION**  
**and the**  
**OKEMOS EDUCATION ASSOCIATION**

**Revised School Code**

It is understood by the Okemos Public Schools Board of Education and the Okemos Education Association that if any provisions within the 2011-12 collective bargaining agreement are in conflict with the newly Revised School Code, the district is obligated and will utilize the language and provisions established within the Revised School Code, rather than apply the provisions set forth within the collective bargaining agreement.

During the 2011-12 school year, the parties will work collaboratively to determine which provisions within the collective bargaining agreement are in conflict and must be modified to comply with the Revised School Code.

\_\_\_\_\_  
For the Board of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
For the Okemos Education Association

\_\_\_\_\_  
Date

**LETTER OF AGREEMENT**  
**Between the**  
**OKEMOS BOARD OF EDUCATION**  
**And the**  
**INGHAM CLINTON EDUCATION ASSOCIATION**  
**MEA/NEA**

**Health Care – Reopener**

**2012-13**

During the 2012-13 negotiating process, the Okemos Education Association and the Okemos Board of Education agreed to re-open discussions on the topic of health care in October, 2012. Recognizing that health care deductibles are effective on a calendar year (January – December), the parties agreed that discussions beginning in October would allow enough time for a possible January implementation date should the parties agree to a change in the existing health care plan.

Both parties recognize that this Letter of Agreement does not guarantee that there will be changes to the existing plan. Instead, the parties agree to become more informed about the options, then discuss and bargain the impact of any potential change in the health care plan for both Board and the Association.

\_\_\_\_\_  
For the Board of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
For the Okemos Education Association

\_\_\_\_\_  
Date

**LETTER OF UNDERSTANDING**  
**Union Dues**

This Letter of Understanding is entered into on the date(s) set forth below by and between the Okemos Public Schools Board of Education ("Board") and the Ingham Clinton Education Association, MEA/NEA ("Association").

**Recitals**

**WHEREAS**, the Public Employment Relations Act (PERA), as amended by 2012 PA 53, prohibits school districts from assisting unions in collecting dues and fees; and

**WHEREAS**, in *Bailey, et al v Callaghan*, the court issued an order restraining enforcement of 2012 PA 53; and

**WHEREAS**, Board and Association enter into this Letter of Understanding to memorialize the agreement they have reached to address 2012 PA 53 and the aforementioned court order.

**NOW, THEREFORE, BOARD AND UNION AGREE AS FOLLOWS:**

1. The provisions of the Collective Bargaining Agreement (CBA) between Board and Association pertaining to agency shop and deduction of union dues and service fees will not be deleted from the CBA and will be followed and enforced as long as there is a court order prohibiting enforcement of 2012 PA 53.

2. The provisions of the CBA between Board and Association pertaining to agency shop and deduction of union dues and service fees will not be enforced and followed in the event the aforementioned court order is vacated or it is judicially determined that 2012 PA 53 is constitutional.

**OKEMOS PUBLIC SCHOOLS  
BOARD OF EDUCATION**

Dated: \_\_\_\_\_, 2012                      By: \_\_\_\_\_

Okemos Education Association

Dated: \_\_\_\_\_, 2012                      By: \_\_\_\_\_

# INDEX

Absence Procedures .....	29
Additional Certification/Endorsement Form .....	56
Agreement .....	55
Assignment .....	11
Association Days .....	33
Bereavement Leave.....	31
Calendar Development.....	22
Calendar .....	57
Cash in Lieu .....	50
Certification (definition)/Qualifications .....	14
Class Size.....	16
Compensatory Time.....	23
Continuity of Operations.....	1
Court Appearance .....	32
Dental Insurance .....	50
District Advisory Committee.....	22
District Restructuring and Reorganization Letter of Agreement.....	63
Dues, Fees and Salary Deductions.....	1
Duration of Agreement .....	1
Educational Development Program .....	25
Educational Leave.....	38
English As A Second Language Letter of Agreement.....	64
Evaluation .....	15
Extra Duty Pay 2011-12.....	46
Extra Period Assignment .....	42
Faculty Rights .....	8
Family Medical Leave Act.....	38
General Working Conditions .....	27
Grievance Procedure.....	5
Grievance Report Form.....	58
Disabled Students.....	27
Health and Hardship Leaves .....	36
Health Insurance Benefits.....	49
Hours of Student Instruction 2011-2012 Letter of Agreement.....	62
Inservice .....	22
Insurance Benefits.....	49
Insurance Coverage Period .....	51
Layoff Notification .....	14
Leaving Service .....	31
Letter of Agreement re: District Restructuring and Reorganization.....	63
Letter of Agreement re: English As A Second Language.....	64
Letter of Agreement re: Establishing Number of Sections.....	65
Letter of Agreement re: FLEX/BASE .....	66
Letter of Agreement re: Healthcare Reopener .....	68
Letter of Agreement re: Hours of Student Instruction 2011-12.....	62
Letter of Agreement re: MPSERS (Retirement) Eligibility.....	61
Letter of Agreement re: Part-time Employment While on Sabbatical Leave.....	60

Letter of Agreement re: Revised School Code .....	67
Letter of Understanding re: Union Dues.....	69
Life Insurance .....	50
Long Term Disability.....	50
Longevity Coaching Pay.....	49
Maternity Leave .....	35
Mentor Teachers .....	15
Military Leave.....	36
Miscellaneous Contract Provisions.....	4
Montessori Program.....	21
MPERS (Retirement) Eligibility Letter of Agreement.....	61
Negotiation Procedure .....	4
Open Enrollment.....	51
Parent/Teacher Conferences .....	22
Parental Leave.....	35
Part-time Employment While on Sabbatical Leave Letter of Agreement .....	60
Payroll Deductions.....	3
Personal Business Days .....	33
Personal Leave .....	38
Pregnancy Disability.....	35
Professional Development .....	24
Public Affairs Leave .....	37
Recognition.....	1
Recruitment, Selection, Appointment and Certification.....	11
Reductions in Personnel.....	13
Religious Holidays.....	31
Retirement Benefits .....	52
Revised School Code Letter of Agreement .....	67
Rights of the Board .....	8
Sabbatical Leave .....	34
Salary Divisions .....	42
Salary Guide.....	40
Salary Schedule.....	43
School Calendars .....	57
School Closing.....	32
School Improvement.....	24
Section 125 .....	52
Seniority (definition).....	14
Services to Students with a Disability .....	27
Shared Teaching.....	53
Short Term Disability .....	50
Sick Days Leave of Absence .....	31
Sick Days Pay Adjustment.....	31
Sick Days .....	30
Smoking .....	4
Student Discipline and Teacher Protection.....	25
Suspension .....	15
Teacher Work Days .....	24
Teaching Hours.....	19
Teaching Leave.....	37

Tenure and Non-Tenure .....	15
Termination.....	15
Transfers .....	11
Travel Difficulty .....	32
Twenty-four Year Recognition Stipend.....	42
Unpaid Leave .....	34
Vacancies .....	11
Vision Insurance .....	50
Worker’s Compensation .....	51
Zero Hour Assignment.....	42