**MASTER AGREEMENT** 

**BETWEEN** 

**OKEMOS** 

**BOARD OF EDUCATION** 

AND .

INGHAM CLINTON

EDUCATION ASSOCIATION, MEA/NEA

1996-1999



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#### 1.1 **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 regular teachers, including guidance counselors, librarians, social workers, psychologists, the Coordinator of Gifted and Talented Programs and the Coordinator of Library, Media and Technology employed under annual contract, or on an approved leave of absence. Such representation shall exclude full or part-time supervisory, executive or administrative personnel, Business Manager, Athletic Director, Title I Director, Reading Coordinator, Curriculum Coordinator, Director of Community Schools, Supervisor of Special Education, Dean of Students, community school program teachers, adult education teachers, English as a second language teachers, substitute teachers, per diem appointments, office or clerical employees, aides and paraprofessionals, custodians, and all other personnel. Any position which is excluded and the employee in that position is part- time, that employee shall be considered as part of the bargaining unit for that portion of the time that the individual is performing bargaining unit work.
- 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.

## 1.2 DURATION OF AGREEMENT

This Agreement shall be effective as of August 1, 1996 and shall continue in effect until July 31, 1999. 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 <u>DUES, FEES AND SALARY DEDUCTIONS</u>

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 first (1st) payroll 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 Employer 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 Employer, 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 Employer pursuant to MCLA 408.477; MSA 17.277 (7) whether for membership dues or the Service Fee, the Employer 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 Employer of all members of the Association in good standing and to furnish any other information needed by the Employer to fulfill the provisions of this Article and not otherwise available to the Employer.
- 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 the following deductions for bargaining unit members upon proper authorization.
  - 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 MEFSA
  - 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 Director 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 ratification of this Agreement and upon appropriate written authorization from the bargaining unit member, the Employer 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.

## 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 Employer 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.

## 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 Employer.
- 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, 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 Association Representative, first discuss the matter with his immediate administrator in accordance with Section 1.7.G. If not satisfied, he may, within three (3) days, file a grievance in writing with his 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 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. <u>Level Three (3)</u>

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).

- 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.
- 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 an arbitration is held during the work day, 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 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, he shall, within three (3) calendar days request a hearing before a committee composed of his 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 sex.
- 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 and in compliance therewith agrees that no bargaining unit member shall be disciplined or reprimanded 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.

- 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 he/she 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 a 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, a bargaining unit member shall have the right upon request to review the contents of his 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 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 mail boxes 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

- A. The Board will seek to employ well-trained, competent personnel who represent variations in age, experience, race, ethnicity and gender and who are interested in public education and children. Such personnel will be certified and qualified as set forth in Article 2.5.
- B. Specially certificated personnel possessing a BA or its foreign equivalent may be employed in cases of necessity or where outstanding qualifications are present.
- C. Upon request, the Association will provide bargaining unit members selected by the Superintendent and the Association to interview and recommend prospective personnel. Particular effort will be made to involve the Association in the selection of personnel holding special certificates.
- D. The goal of a balanced staff in each building shall be considered as specified in Section A above in all faculty appointments.
- E. 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.
- F. 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

- A. Bargaining unit members shall be assigned to positions for which they are both certified and qualified as defined in Section 2.5 of this Agreement.
  - 1. Should a bargaining unit member be assigned to a position for which s/he is not qualified, such assignment shall be temporary and for good cause. Temporary shall be defined as not to extend beyond the current semester.
  - Any assignment that is outside of the certification and qualification standards as
    defined in Section 2.5 shall require notice to the Association President together
    with the reasons therefore.
- B. The first step in staffing the educational program in each year shall be through the assignment and/or reassignment of bargaining unit members within a building or department.
- C. 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.

- D. After assignments have been made as provided in section B of this Article, any remaining positions shall be considered as vacant and shall be posted and filled in accordance with the provisions set forth herein.
- E. 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 he/she shall notify the building principal/ Athletic Director to the contrary.
- F. Should a bargaining unit member be involuntarily transferred or reassigned to a different grade level, building or subject area, 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. If after said conference the bargaining unit member is of the opinion that the change was arbitrary or capricious, s/he may file a grievance at Level Two of the grievance procedure.
  - 2. If a transfer or reassignment is being considered after written notification of assignments, the bargaining unit member to be affected shall be notified and upon his 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 designee and shall set forth the reasons for the transfer or reassignment. The bargaining unit member who objects to such transfer or reassignment shall have the right to file a grievance at Level Two of the grievance procedure.
  - 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 dollars and sixty cents (\$20.60) per hour for 1996-97; twenty-one dollars and twenty-two cents (\$21.22) per hour for 1997-98; and twenty-one dollars and eighty-five cents (\$21.85) per hour for 1998-99. 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.
- G. Requests for a transfer to a different grade level, building or subject area shall be in writing, a copy of which shall be filed with the building principal, the Superintendent and the Association.
  - 1. The request for transfer shall set forth the unit member's certification, qualifications and the school, grade or position sought.
  - 2. A request for transfer, once submitted, shall remain in force for one (1) year.

- 3. The transfer request will be reviewed by the Director of Human Resources. If the bargaining unit member is certified and qualified, his/her credentials and evaluation reports will be forwarded to the appropriate building administrator. Upon mutual agreement, a review of transfer requests may be waived for vacancies which occur after the first five (5) instructional days of the beginning of the school year.
- 4. The building administrator will interview bargaining unit members who may have responded to a position posting, as well as in requests already on file or, in the case of a vacancy, outside applicants.
- 5. The building administrator shall fill the vacancy in accordance with paragraph K of this article.
- H. 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.
- I. When involuntary transfers are necessary, teaching experience in that position or a related position, seniority status, educational and staff needs of the receiving and sending schools and the number of transfers within the previous two (2) years will be the basis for determining which bargaining unit members will be transferred. Where all other factors are equal, the least senior, tenured, bargaining unit member who is certified and qualified will be transferred.
- J. For purposes of this Agreement, a vacancy shall be defined as a position which is presently unfilled; a newly created position; or a position which is known by the administration to have no bargaining unit member with an outstanding right to return to said position for a full year.
  - 1. Whenever a vacancy occurs in the bargaining unit and the vacancy is to be permanently filled, the Employer 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, however, no application from a temporary appointee shall be considered when there are applications and/or transfer requests on file from within the bargaining unit.
  - 3. During the summer months when school is not in session, the following procedure in addition to the procedures heretofore, shall be followed:
    - a. Bargaining unit members with specific interests in possible vacancies will notify the Human Resources Office in writing during the last regular week of school and shall include a summer address.
    - b. Should a vacancy occur, the bargaining unit members who have expressed an interest in said position or similar position shall be contacted by the Human Resources Office and notified of the vacancy.

- c. The bargaining unit member so notified shall have the responsibility to contact the Human Resources Office indicating an interest in said position within three (3) working days of receiving such notification.
- 4. To accommodate unanticipated enrollment changes, the aforementioned minimum posting period shall be reduced to two (2) working days during the first three (3) weeks of the school year.
- K. In filling vacancies the administration shall be governed by the following provisions:
  - 1. Prior to posting any vacancy, a bargaining unit member returning from a leave of absence will be assigned to the position s/he vacated, if available. Should the position not be available, the bargaining unit member will be assigned to a position for which s/he is certified and qualified in the building to which s/he was assigned prior to the leave of absence. Should no position be available in said building, the bargaining unit member may apply for any posted vacancy.
  - 2. Bargaining unit members who work full time shall have preference over part-time bargaining unit members for full time positions. For purposes of this section, a part-time bargaining unit member who voluntarily assumed part-time status after having worked full time shall be considered as full time.
  - 3. Should there be a bargaining unit member on layoff who is certified and qualified for a vacancy, the Employer shall not post such vacancy, but shall recall the laid off bargaining unit member.
  - 4. A bargaining unit member on layoff who has acquired additional certification and/or a new endorsement shall have a right to recall to a vacancy subject only to seniority considerations.
  - 5. If qualifications and other relevant factors are equal, a bargaining unit member will be given preference for a vacancy over an outside applicant. It is understood that relevant factors include those factors set forth in 2.3(a) and 2.4(I).

## 2.5 REDUCTIONS IN PERSONNEL

- A. The Association recognizes the exclusive right of the Board of Education to determine if a reduction in personnel is necessary. Further, it is recognized that the Association has the right to bargain with the Board of Education concerning the impact of Board-determined layoffs. In accordance with the foregoing rights and obligations, the parties have agreed as follows:
  - 1. Before official action on layoff or reduction of bargaining unit members is taken by the Board, it will give notice to the Association of the contemplated reduction and afford the Association the opportunity to discuss it with the Board. As soon as the names of the bargaining unit members to be laid off are known, a list of such names shall be given to the Association.

- 2. Probationary bargaining unit members shall be laid off first unless no tenured bargaining unit members are certified and qualified to fill the position of the probationary bargaining unit members. Probationary teachers shall be laid off on the basis of seniority, certification and qualification. Probationary teachers shall accrue seniority from the last date of hire.
- B. In the event it becomes necessary to lay off tenured bargaining unit members, tenured bargaining unit members will be laid off on the basis of seniority, certification and qualification.
  - The term "seniority" as hereinafter used shall be defined as the number of
    continuous years of employment by Okemos Public Schools. "Continuous service"
    shall date from the last date of hire with the Okemos School Board. "Last date of
    hire" shall be defined as the date upon which the certified employee was contracted
    to commence work.
    - a. Continuous service shall not be interrupted by a leave of absence granted pursuant to the provisions of this Agreement.
    - b. A layoff shall not interrupt the accumulation of seniority nor shall a transfer to administrative position pursuant to 2.4., H. However, effective September 1, 1983, newly hired administrators will not be allowed to accumulate seniority while in an administrative position, but may retain such seniority as they had previously accumulated while in a teaching position for Okemos Public Schools.
    - c. Part-time bargaining unit members shall accumulate seniority at a full-time rate.
    - d. Resignation, dismissal, 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.
  - Qualifications shall be defined as follows:

- a. At the K-12 level, the specialized areas of art, music, physical education, counseling and library science, will require certification and/or an endorsement in a specific area. If the State of Michigan recognizes either a major or minor for certification and/or an endorsement, the bargaining unit member shall be deemed qualified.
  - (1) Language Art consultants shall have a Masters Degree in Reading Instruction or its equivalent in Language Arts/English with a major emphasis, equal to 18 semester hours or 27 term hours in reading instruction.
  - (2) Music teachers shall be assigned based upon the area of specialization, i.e. vocal and instrumental.
  - (3) Teachers instructing students in swimming, water safety or the use of the District's pools shall hold a valid Lifeguarding Certificate as issued by the Red Cross and shall meet such other requirements as may be established by the Department of Health.
    - Bargaining unit members assigned to such programs shall also have received the appropriate training in first aid and CPR.
  - (4) Exploratory classes at the sixth grade level shall be an exception to the above.
- b. In grades 9-12, qualified shall be defined as possessing the requisite certification. A bargaining unit member shall be assigned in his major or minor field of study.
- c. For Teachers that are certified for all subjects in grades 7 and 8, qualified shall mean that a teacher shall be assigned in his major or minor field of study or to an area in which he has earned credit hours equivalent to a major or minor. All other Teachers must satisfy certification requirements.
  - (1) Equivalent hours (a minimum of 15 semester hours in a field related to the assignment as determined by the administration) shall be derived from transcripts on file with the Employer at the time of official notification of layoff.
  - (2) Teachers who have been assigned outside of their major or minor field of study for four (4) or more years by the close of the 1983-84 school year shall be considered as having a minor equivalency in such area(s).
- d. In grades K-6 qualified shall be defined as possessing the requisite certification.

- e. It shall be the bargaining unit member's responsibility to maintain current transcripts, certification, authorization and/or endorsements with the Employer.
- f. Where statutes provide for the valid employment of non-certified teachers in certain teaching positions, the statutory reference authorizing employment will be honored.
- C. Notification of layoff shall be in writing and shall either be personally delivered and signed for by the bargaining unit member or postmarked at least thirty (30) calendar days prior to the effective date of layoff. Any layoffs effectuated under the terms of this Agreement shall occur at the beginning of a school year or at the beginning of a semester except where bargaining unit members are required to be laid off to honor a return from leave of absence or pursuant to an arbitration award. Notification of layoff shall not be required where bargaining unit members have been notified that their work is unsatisfactory and that their contract will be terminated. Additionally, notification shall not be required for a bargaining unit member on a leave of absence at the time of layoff. Notice of a change in status will be returned to the bargaining unit member following receipt of notification of his/her intent to return to work.
- 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 prorata 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. Bargaining unit members on layoff status will be recalled in reverse order of layoff to fill vacancies as they arise, provided that the bargaining unit member is certified and qualified to fill the position.
  - 1. The Board shall give written notice of recall from layoff by sending a registered or certified letter to his last known address or by personal contact with the bargaining unit member. It shall be the responsibility of the bargaining unit member to notify the Board of any change in address.
  - 2. If a bargaining unit member fails to report for work as indicated in the recall notice within ten (10) calendar days from the receipt of the recall notice or within fifteen (15) calendar days of the postmark of the notice, the bargaining unit member shall be conclusively considered a voluntary quit and shall thereby terminate his individual employment contract and any other employment relationship with the Board of Education. Exceptions to the notice or termination provisions may be granted in writing at the Board's discretion.

- 3. Any probationary bargaining unit member who refuses recall when offered a position equivalent to that occupied prior to the effective date of layoff, shall forfeit all rights to future recall and his name shall be stricken from the recall list. Probationary bargaining unit members' names will be retained on the recall list for a period not to exceed three (3) years. Thereafter, a bargaining unit member shall lose all rights to recall.
- 4. Any tenured bargaining unit member shall lose his right to recall when offered a position equivalent to that occupied prior to the effective date of layoff and he refuses such position; provided, however, said bargaining unit member is not under contract with another public school in the state of Michigan. If he is under contract with another public school in the state of Michigan at the time of recall, he shall retain his right to recall to a position for which he is certified and qualified for the balance of the school year. If he thereafter enters into a contract with another public school in the state of Michigan without the consent of the administration of the Okemos Public Schools, he shall forfeit his right to recall. If consent is granted by the administration, it shall be given in writing, a copy of which shall be provided to the bargaining unit member as well as to the Association. If consent is granted, the bargaining unit member shall be retained on the recall list until such time as the consent is revoked in writing to both the bargaining unit member and the Association.
- F. A tenured bargaining unit member on layoff who acquires additional certification and/or a new endorsement shall have the right to displace a probationary bargaining unit member after thirty (30) calendar days written notice to the Employer that the requirements for such certification and/or endorsement have been completed. A tenured bargaining unit member on layoff who acquires additional certification and/or a new endorsement shall not have the right to displace another tenured bargaining unit member with less seniority except at or prior to the beginning of a school year. The administration will provide a form (Appendix B) for completion by bargaining unit members who are working toward additional certification and/or a new endorsement. Bargaining unit members will return the completed form to the administration at the time of course enrollment. In appropriate cases, failure to return the form in a timely manner may subject a bargaining unit member to delay with respect to his/her return to a position.
- G. The Employer 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.
- H. No new teacher shall be employed by the Board while there are bargaining unit members who are on the recall list unless there are no bargaining unit members on the recall list who are certified and qualified to fill the remaining positions.

#### 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.

- 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.
  - 1. All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address, or audio system, and similar surveillance devices shall be strictly prohibited.
  - 2. If the Board fails to follow any procedure in this Agreement with respect to evaluation, bargaining unit members may have recourse through the grievance procedure.
  - 3. Counselors, social workers, psychologists, Coordinator of Gifted and Talented programs and Coordinator of Library, Media and Technology will be evaluated in accordance with the Specialist Evaluation Form which is attached to and incorporated into this Agreement as Appendix A.

#### B. Teacher Evaluation

1. Probationary teachers shall be evaluated once each year. The pre-evaluation conference will be completed within twenty-five (25) school days from date of

hire. The pre-evaluation conference shall include a review of an individual development plan that has been formulated by the administrator in consultation with the individual teacher. The year-end written evaluation and conference shall be completed by March 15 for those whose date of hire is the first day of the school year; it shall include at least an assessment of the teacher's progress in meeting the goals of his or her individual development plan. For teachers hired other than on the first day of the school year or in case of excessive absences or leaves of absence, these dates shall be adjusted accordingly. Notice of such adjustment shall be sent to the administrator and teacher at the same time.

2. Tenured teachers will be evaluated once every third year unless greater frequency is deemed necessary by the teacher or administrator. For tenured teachers who are being evaluated, a pre-evaluation conference will be held by October 15 to review format and procedures. The year-end evaluation and conference shall be completed by May 30.

#### C. Classroom Observations

1. Two (2) formal classroom observations equal to 30 minutes or more shall be completed within sixty-five (65) school days from date of hire for probationary teachers. Two (2) additional observations shall be made within one hundred twenty (120) school days from date of hire. This procedure shall be followed each probationary year with the time line beginning from the first teaching day of the school year.

There shall be at least sixty (60) calendar days between two (2) of the observations.

- 2. One (1) formal classroom observation equal to 30 minutes or more shall be completed each semester for tenured teachers.
- 3. Written summaries of each classroom observation will be provided to the teacher within three (3) working days of the formal observation. A conference regarding the observation may be held at the request of either the teacher or the principal. Classroom observations are to be written on the <u>Okemos Observation Form</u> and the year-end evaluations are to be written on the <u>Okemos Teacher Evaluation Form</u>.

#### D. Procedures

In the case of a less than satisfactory performance based upon written observations of a teacher, the following procedure shall be implemented. At each step the teacher may be accompanied by an Association Representative selected by that teacher, or the administrator may request the presence of an Association Representative through the Association.

#### 1. Step 1. Informal discussion

The administrator and teacher shall informally discuss perceived problems. The informal discussion period shall not exceed twenty (20) school days.

## 2. Step 2. Identification of areas needing improvement

In the event that Step One does not result in a satisfactory resolution, the evaluator shall provide a written identification of the problem and expectations for improvement in performance based on classroom observations, and/or other identified problem areas with colleagues, students, or parents. This written statement shall be discussed with the teacher within five (5) school days of its receipt.

## 3. Step 3. Preparation of an individualized development plan

The evaluator and teacher will develop a written plan that will assist the teacher in improving the identified problem areas. This plan will be developed within ten (10) school days after the discussion described in Step 2. The individualized development plan must include a plan for the school administrator to conduct performance evaluations based upon at least two (2) classroom observations at least sixty (60) days apart.

#### 4. Step 4. Implementation of improvement plan

The evaluator will assist the teacher in implementing the individualized development plan. The Association Representative may also assist with this implementation. The following are some suggested methods to assist in improvement.

- a. Workshops, agreeable to both parties, that would provide assistance in identified problem areas.
- b. Teacher observations of other classrooms, within or outside the District, as agreed by both parties.
- Discussions with colleague(s) or resource persons regarding the teacher's identified problem areas and the plan for improvement.
- d. Communication between the teacher and administrator concerning new programs, research, and ideas that relate to identified problem areas.
- e. Development of goals relating to problem areas.
- f. Enrollment in appropriate college courses.
- g. Utilization of contractual inservice time.
- h. Use of a questionnaire to determine student perceptions. In the event it is agreed by both parties to use a questionnaire, the questionnaire and the material results of same after being shared with the administration and shall be retained solely and exclusively by the bargaining unit member.

## Step 5. Monitoring progress and providing feedback

- a. The evaluator and teacher shall meet monthly or more frequently upon mutual agreement to discuss the teacher's progress. The evaluator shall provide a written summary of these meetings within five (5) school days of each meeting. This summary shall be signed by both parties and the teacher may attach a written statement.
- b. The final report shall be submitted to the Superintendent no later than six (6) months after Step 1 of this process has been implemented. The written individualized development plan and the monthly reports shall be attached to the final report. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the Superintendent. In the event a teacher is not continued in employment, the Board will advise the teacher of the reasons therefore in writing, with a copy to the Association. Refusal to offer or renew a contract may be grounds for a grievance.
- E. The Administration may use an outside specialist as an advisor or observer provided there is good cause. In all such cases, the Association and the bargaining unit member shall be notified together with the reasons therefore in writing.

## 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.
  - 3. 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 shall be provided with a minimum of fifteen (15) days (at 2 1/2 hours each) 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. Classroom teachers who serve as mentor teachers shall be compensated an annual amount equal to one percent (1%) of their annual contracted salary as set forth at Appendix A for each mentee.

### 3.1 CLASS SIZE

- A. The Board shall make a great effort to insure that:
  - 1. Kindergarten and first grades are between 20 and 25 students with an optimum of 20 and a meeting of the principal and the affected teacher(s) if a grade average in a building reaches 23 students.
  - 2. Second grade shall have a class size not to exceed 25 students.
  - 3. Grades 3, 4 and 5 shall not exceed 29 students.
  - 4. Combination classes shall not exceed 21 students.
  - 5. The total student load shall not exceed 180 at the middle school 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 abovestated maxima, 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.

- 6. In word processing and physical education, which have historically exceeded the above maxima, past practice may continue; but in no event shall these classes exceed 20% of the above per class maxima, with total student load not exceeding 216 at the middle school or 180 at the high school.
- 7. Writing classes at the high school shall not exceed 23 students.
- 8. Section A does not apply to performing music classes.
- 9. 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.
- 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 he/she 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 conditions during the year force class size to exceed the stated maxima at the elementary level, one (1) of the following actions will be taken within twenty (20) instructional days of the first day of school in each year and thereafter, within five (5) instructional days of the maxima being exceeded.
  - 1. A paid teacher aide will be hired.
  - 2. A multi-age class will be established.

Building principals, the classroom teacher, an Association Representative, counselor, and Superintendent, or his designee, will act as a basic review board, but may call upon any or all other related resource personnel to present information upon which to make a decision. This review may be initiated by any member of the review board.

E. No bargaining unit member assigned to grades 6-12 will be required or expected to have more than three (3) different class preparations unless 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. During the 1996-97 school year, pupil/teacher contact time shall not exceed 1,550 minutes a week. For the balance of the term of this Agreement, the pupil/teacher contact time shall not exceed 1,575 minutes a week. 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 maxima herein. Instructional hours/minutes are set forth in detail in Letters of Agreement attached to this Agreement.
  - 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.

## 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. 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 reasonably accommodate the requisite travel time.
- 3. Art, Music, and Physical Education teachers will receive thirty (30) minutes within each instructional day as a planning/conference period.
- 4. Elementary Vocal Music and Physical Education Teachers are full-time teachers when assigned between forty (40) and forty-five (45), thirty (30) minutes sections a week.
  - Elementary Art teachers are full-time teachers when assigned between twenty-three (23) and twenty-five (25) sections a week. Each section includes forty-five (45) minutes of instruction and fifteen (15) minutes of clean-up time.
- 5. Elementary Classroom Teachers assigned to one (1) Kindergarten class shall be provided an average of 165 minutes of release preparation/conference time during the student instructional day each week. Teachers in grades 1-5 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.
- 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. Bargaining unit members assigned to grades 6-12 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 bargaining unit members will receive a prorata amount of prep time.
- F. 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.
- G. When buildings adopt programs which deviate from the traditional normal instructional schedules, same shall be subject to negotiation between the parties.

## 3.3 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 Deputy 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 Deputy Superintendent for Instruction or their respective designees.
- B. The calendar(s) shall be developed by the respective parties' negotiating teams incorporating:

- 1. Professional days provided that there is sufficient instructional time accrued above the minimum number of hours and days as required by law to receive the full per pupil foundation allowance.
- 2. Ten (10) half days at the High School designated as professional days. Two (2) professional days will be reserved for the first and last day of each school year for record keeping. One (1) professional day will be reserved for use during the school year. Two (2) professional days will be reserved for building and district-wide inservice. Five (5) professional days will be reserved for the exam schedule with three (3) of said days scheduled at the end of the first semester and two (2) of said days scheduled at the end of the second semester. The preceding is subject to the provisions of paragraph 1.
- 3. Nine (9) half days at the elementary and middle schools designated as professional days. Two (2) professional days will be reserved for the first and last day of each school year for record keeping. Four (4) professional days will be reserved for building and district-wide inservice. Three (3) professional days will be reserved throughout the school year for record keeping.
- 4. The Association may make a recommendation for the Board's consideration of the opening day of school for each year.
- 5. An alternative calendar for Bennett Woods.

## C. Parent/teacher evening conference schedule development:

Each building's decision making body shall submit its proposal concerning parent/teacher evening conference schedule to the District Advisory Committee not later than September 20 and January 20 of each year of this Agreement. The proposal shall contain:

- 1. Which evenings have been established by the building decision making body for conferencing with parents.
- 2. The time frame within which each building proposes to conduct parent/teacher conferences.
- 3. Any supporting rationale for the building's proposal with respect to the foregoing and as determined by the building's decision making body.
- 4. The proposal shall accommodate bargaining unit members who are teachers/parents within the District.
- 5. Each building's decision making body shall determine and 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. 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 he/she can demonstrate that he/she has complied with the provisions of Section 3.2 B of the Master Agreement.

- All proposals for the evening parent/teacher conference schedules shall comply
  with the terms and conditions of the Master Agreement and District policy and
  regulations.
- 8. The District Advisory Committee shall approve or return the proposed parent/teacher evening conference schedule(s) by the end of September and the end of January in each year of this Agreement.
- D. In addition to the foregoing professional days, parent/teacher conferences shall be scheduled over a consecutive two (2) week period of time. Within said period there will be three (3) evening conference periods and one (1) afternoon conference period. Teachers will be released from teaching responsibilities on Thursday afternoon and all day Friday in the second week. The remaining work days within the two (2) week period will be student instructional days. The parents of each child shall be assured the opportunity of at least one (1) parent/teacher conference in each semester.

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

- Because full-time Kindergarten teachers have two (2) sections of Kindergarten, principals will make allowances for the additional parent/teacher conferences during the school day. Where substitute teachers are hired, the regular classroom teacher shall provide lesson plans.
- 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 Director of Human Resources, may approve alternate arrangements. The bargaining unit member requesting alternate arrangements shall do so in writing and specify the reason(s) for the change.
- E. For purposes of this Article, inservice 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.
- F. Inservice which exceeds the number of days as set forth herein will be kept to a minimum in order to preserve student/teacher continuity.
- G. The calendar(s) is attached and incorporated into this Agreement as Appendix C.

## 3.4 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. 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 to fund School Improvement Goals as described herein.
  - 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. In addition to the foregoing, the Board will allocate one hundred twenty-five dollars (\$125.00) for each full-time equivalent bargaining unit member in each year of this Agreement to fund the professional growth requests of individual bargaining unit members.
  - 1. Such requests shall be submitted to the building's decision making body for approval.
  - 2. Such requests need not conform to the building's School Improvement Plan.
  - The cost of substitute teachers shall be included in the allocation of funds.

#### 3.5 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 lunch time.
- 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.

### 3.6 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.
- 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 responsibility for the disciplinary conduct of its pupils while on school premises, in proximity to school premises, on school buses 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. 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.

#### 3.7 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 teachers' 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.

## 3.8 SERVICES TO STUDENTS WITH A HANDICAP

- 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 Committee (IEPC). 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.
  - Any bargaining unit member or selected bargaining unit member who will be
    providing instructional or other services to a student with a handicap in a regular
    education classroom setting shall be invited, in writing, and shall attend the
    Individual Educational Planning Committee meeting for students enrolled in regular
    education classes.
    - If the IEPC 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 handicap in a regular education classroom setting be a participant on the Individual Educational Planning Committee (IEPC) the resource teacher to whom the student is assigned may select a representative teacher(s) to attend the IEPC.
  - 3. Should a bargaining unit member, working directly with the student with a handicap 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 IEPC.
  - 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 IEPC to satisfactorily educate the student in the regular education classroom. Aides assigned to assist students will not be completely removed from the classroom without convening a new IEPC.
    - b. Continuing in-service training regarding the instruction and behavioral management of students with handicaps in the regular education setting, including the differing approaches, problems and techniques to be utilized with varying handicapping conditions.
  - 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 (POHI, SMI, SXI, TMI, AI), 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 IEPC. How the student will attend and what additional assistance, if any, 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.
- 9. Except where negligence can be established, bargaining unit members will not be disciplined, reprimanded or discharged because a student with a handicap while participating in a regular education classroom or otherwise, does not achieve the projected growth in the student's annual goals and objectives.
- 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 IEPC 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 he/she 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) work days 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) work days of receipt of same.

## 4.1 ABSENCE PROCEDURES

- A. The Board will maintain a list of reserve faculty. Deletions and additions to this list may be recommended by bargaining unit members.
- B. The faculty reserves the right to request specific reserve personnel, 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 to the General Office 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. Permanent 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 bonafide 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 classroom duties. If the physician(s) is unable to so certify or if the teacher is unable to perform all normal duties 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, step-child, 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.
- 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 Employer 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. The Board shall provide a sick day bank equal to ninety-five (95) days a year, the unused portion of which shall not accumulate from year to year.
  - 1. The bank will be administered by the Sick Leave Bank Committee as appointed by the Association.
  - 2. The committee will notify the Business Office in writing of the number of days for which payment has been approved and to whom the disbursement is to be made at least thirty (30) days prior to the commencement of the leave period.

- 3. Should the sick bank be exhausted in any year, each bargaining unit member who has accumulated more than ten (10) sick leave days may contribute one (1) day of their own sick leave accumulation to the bank. Said contributions shall not exceed ninety-five (95) days in any school year.
- H. The sick bank shall be administered by the Association Sick Leave Bank Committee in accordance with the following:
  - 1. The bargaining unit member shall make written application for leave from the sick bank with a member of the committee.
  - 2. The committee may request a unit member to provide a physician's statement certifying his physical and/or mental disability prior to approving leave from the sick bank.
  - 3. Any bargaining unit member shall be eligible for leave from the sick bank except as provided herein:
    - a. Bargaining unit members who are on an unpaid leave of absence shall not be eligible for leave from the sick bank unless said leave has been granted pursuant to Section 4.2, subsection B.5. The granting of sick bank days subsequent to Section 4.2, B.5, shall be limited to a maximum of 15 days per bargaining unit member per school year.
    - b. Bargaining unit members who qualify for Long Term Disability in accordance with Section 5.4, subsection A, shall not be eligible for leave from the sick bank.
    - c. Bargaining unit members who qualify for Worker Compensation benefits in accordance with Section 5.4, subsection G.2 shall be eligible for a maximum of five (5) days from the sick bank per claim per bargaining unit member.
    - d. During the waiting period for Worker Compensation a bargaining unit member may request up to 15 days of compensation per claim from the sick bank provided the unit member agrees to reimburse the sick bank the amount of daily compensation received once Worker Compensation payments are received.
  - 4. The committee shall, at its own discretion, determine the basis for granting a bargaining unit member's request for sick bank days.
    - a. The committee shall review the attendance records of all applicants requesting leave from the sick bank prior to granting sick bank days.
    - b. The committee shall not unreasonably withhold approval of applications for leave from the sick bank.

- c. Should the committee deny an application for leave from the sick bank, the applicant shall be provided with written notice together with reasons therefore.
- 5. Upon receipt of written authorization from the Association, payment will be made with the next payroll, if said authorization is received at least five (5) working days prior to the regular pay date. If received less than five (5) working days before a pay date, the sick bank payment will be made on the next pay date.

# I. Pregnancy Related Disability

A bargaining unit member may use sick leave for pregnancy-related disability. In such instance, the bargaining unit member shall continue in active employment as late into her pregnancy as her doctor will permit. She will go on sick leave at such time as her doctor certifies that she is disabled. She will return to employment as soon as the pregnancy-related disability is no longer present.

J. Bargaining unit members may utilize their accumulated sick leave for the observance of recognized religious holidays provided such requests are approved by their immediate administrator.

# 4.3 <u>ABSENCE PROCEDURES FOR COURT APPEARANCE, SCHOOL CLOSINGS</u> <u>AND TRAVEL DIFFICULTIES</u>

## 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 for work and will be paid their regular rate of pay.
  - 1. When student instruction is canceled 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, said days will be rescheduled to insure that the District complies with the minimum number of student instructional days to receive state aid payments in full.
  - 2. Bargaining unit members shall receive their regular pay for any day(s) that is canceled, but shall work the rescheduled days with no additional compensation.
  - In the event that days of student instruction must be rescheduled in order to receive full state aid, same shall be added to the end of the calendar. 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

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 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.
- 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 Director of Human Resources.
- 3. Unused personal business days will be credited to the bargaining unit member's sick leave at a 50% rate at the end of each school year.

# 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. In addition to the provisions at Section A, the Association President shall be entitled to nine (9) full work days for his/her use for Association business. The President may use said day(s) at times he/she 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 Director of Personnel and Public Information 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 comparable position for which s/he is certified and qualified.
- 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.

## 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 one that is mutually agreed upon and for which the bargaining unit member is certified and qualified. 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 Director of Personnel and Public Information 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 that is mutually agreed upon and for which the bargaining unit member is certified and qualified. 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 that is mutually agreed upon and for which the bargaining unit member is certified and qualified. 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 that is mutually agreed upon and for which they are certified and qualified.
- 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 that is mutually agreed upon for which they are certified and qualified.

## 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 Director of Personnel and Public Information 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 5.1 J. 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 comparable position at the beginning of the next school year. 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 Director of Personnel and Public Information 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, to comparable positions for which they are certified and qualified. Reinstatement shall be subject to the layoff provisions of this Agreement.

## 4.8 FAMILY MEDICAL LEAVE

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 employer 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.
- 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. 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.
- 4. 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.
- 5. 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 an equivalent position for which he/she is certified and qualified.
- 6. 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 Director of Human Resources.

## 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 work days set forth in the calendars attached hereto at Appendix C.
  - 1. Instructional days are those that involve the students in the regular instructional program.
  - 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 Employer 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 paid 25 cents per mile.
- 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 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 regular contracted salary.

Driver Education and 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 regular teaching duties for professional development specific to new teachers, he shall be compensated at his 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. A teacher employed as a substitute teacher with an assignment to one (1) specific position after sixty (60) days of service shall be granted leave time and other privileges granted to regular bargaining unit members under this Agreement, including a salary of not less than the minimum salary on the current salary schedule and membership in the Association.

Teachers hired as full year replacements shall become members of the bargaining unit and subject to the dues deduction provisions provided at Section 1.4 of this Agreement.

- J. 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, she/he will be compensated at \$25 per period.
- K. 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.

#### L. Divisions

- 1. I. Bachelor's degree from an approved college or university.
- 2. II 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. III. 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.
  - a. Reference to "term" or "semester" hours in paragraph J 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 Director of Human Resources as in the case of computer courses or Employer-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 Director of Human Resources whose decision shall be final.

<sup>\*</sup> A substitute contract is a contract which specifies a specific number of instructional days that a person will be employed.

#### ARTICLE 5.2 SALARY SCHEDULE

Salaries of bargaining unit members are set forth hereinafter. Each year contains a salary schedule and an off-schedule payment applicable to that year only. It shall be considered part of wages for retirement purposes.

# 1996-97 SALARY SCHEDULE

Step	Division I	Division II	Division III
1	\$28,995	\$32,539	\$36,354
2	29,947	33,838	37,871
3	31,742	35,634	39,619
4	33,537	37,437	41,365
5	35,338	39,229	43,114
6	37,280	41,180	45,006
7	39,229	43,124	46,901
8	41,180	45,073	48,796
9	43,270	47,166	50,835
10	45,369	49,280	52,869
11	48,141	52,103	55,173
12	49,047	53,083	56,211

A 1% increase on the 1995-96 salary schedule is used to determine the new division and step amounts.

The year after reaching the top of the salary schedule, each bargaining unit member will receive a supplement of \$2,255 not compounded in addition to the salary schedule. Such supplemental amount shall be considered part of the base salary and reported as such for retirement purposes.

1996-97 SUPPLEMENTAL INCREASE

Step	Division I	Division II	Division III
1	\$574	\$644	\$720
2	593	670	750
3	629	706	785
4	664	741	819
5	700	777	854
6	738	815	891
7	777	854	929
8	815	893	966
9	857	934	1,007
10	898	975	1,047
11	953	1,032	1,093
12	971	1,051	1,113
Longevity	45	45	45

A 2% increase is figured on the 1995-96 salary schedule to determine the supplemental payment amount.

Payments hereunder shall be in accordance with 5.1, A.

## 1997-98 SALARY SCHEDULE

Step	Division I	Division II	<b>Division III</b>
1	\$29,291	\$32,871	\$36,725
2	30,252	34,183	38,257
3	32,066	35,997	40,023
4	33,879	37,818	41,786
5	35,698	39,629	43,554
6	37,660	41,600	45,465
7	39,629	43,564	47,380
8	41,600	45,533	49,294
9	43,712	47,647	51,354
10	45,832	49,762	53,409
11	48,632	52,634	55,736
12	49,547*	53,624	56,784

A 1% is figured on the total of the 1996-97 salary plus the supplemental payment is added to the 1996-97 salary amount. \*Example: 1996-97 Step 12 Salary \$49,047 + Step 12: supplemental increase  $971 = 50,018 \times 1\% = $500;$  \$49,047 + 500 = \$49,547.

The year after reaching the top of the salary schedule, each bargaining unit member will receive a supplement of \$2,278 not compounded in addition to the salary schedule. Such supplemental amount shall be considered part of the base salary and reported as such for retirement purposes.

1997-98 SUPPLEMENTAL INCREASE

Step	<b>Division</b>	Division	II Division III
1	\$591	\$664	\$741
2	611	690	772
3	647	727	808
4	684	764	844
5	721	800	879
6	760	840	918
7	800	880	957
8	840	919	995
9	883	962	1,037
10	925	1,005	1,078
11	982	1,063	1,125
12	1,000*	1,083	1,146
Longevity	46	46	46

Supplemental increase is 2% of the total 1996-97 salary and supplement. \*Example: 1996-97 Step 12 Salary: \$49,047 + Step 12 supplemental increase  $971 = 50,018 \times 2\% = \$1,000.36$ .

Payments hereunder shall be in accordance with 5.1, A.

1998-99 SALARY SCHEDULE

Step	Division I	Division ii	Division III
1	\$29,590	\$33,206	\$37,099
2	30,561	34,532	38,647
3	32,393	36,364	40,432
4	34,225	38,204	42,213
5	36,062	40,034	43,998
6	38,044	42,024	45,928
7	40,034	44,008	47,863
8	42,024	45,997	49,797
9	44,158	48,133	51,878
10	46,299	50,270	53,953
11	49,128	53,171	56,305
12	50,052	54,171	57,363

1% is figured on the total of the 1997-98 salary and supplemental payment.

The year after reaching the top of the salary schedule, each bargaining unit member will receive a supplement of \$2,302 not compounded in addition to the salary schedule. Such supplemental amount shall be considered part of the base salary and reported as such for retirement purposes.

1998-99 SUPPLEMENTAL INCREASE

Ster	<u>Division</u>	<u>Division</u>	II Division III
1	\$598	\$671	\$749
2	617	697	781
3	654	734	817
4	691	772	853
5	728	809	889
6	768	849	928
7	809	889	967
8	849	929	1,006
9	892	972	1,048
10	935	1,015	1,090
11	992	1,074	1,137
12	1,011	1,094	1,159
Longevity	46	46	46

A 2% increase is figured on the 1997-98 salary and supplement.

Payments hereunder shall be in accordance with 5.1, A.

# 5.3 **EXTRA DUTY PAY - 1996-99**

SCHEDULE B 1996-97	STEP 1	STEP 2	STEP 3
FOOTBALL HEAD COACH ASST. COACH	3106 1993	3699 2348	5013 2956
	1 1		
BASKETBALL H.S. HEAD COACH BOYS/GIRLS ASST. COACH BOYS/GIRLS	3106 1993	3699 2348	5013 2956
BASKETBALL M.S.			
BOYS	1708	2194	2789
GIRLS	1708	2194	2789
BASE/SOFT BALL			
HEAD COACH	2586	3129	3882
ASST. COACH	1754	2260	2870
WRESTLING			
HEAD COACH HS	2619	2907	4079
ASST. COACH HS	1827	2257	2894
HEAD COACH MS	1585	1839	2459
TRACK			
HEAD COACH BOYS/GIRLS	2586	3130	3882
ASST. COACH BOYS/GIRLS	1754	2260	2870
HEAD COACH MS	1754	2260	2870
ASST. COACH MS	1316	1629	2151
CROSS COUNTY			
HEAD COACH	2088	2612	3256
ASST. COACH	1499	1875	2338
GOLF			
HEAD COACH	1566	2088	2718
ASST. COACH	1127	1502	1956
TENNIS			
HEAD COACH BOYS/GIRLS	1827	2348	2987
ASST. COACH	1312	1687	2145
SWIMMING			
HEAD COACH BOYS/GIRLS	2619	2907	4079
ASST. COACH	1774	2191	2810
SOCCED			
SOCCER HEAD COACH BOYS/GIRLS	2482	3000	3666
ASST. COACH-BOYS/GIRLS	1754	2366	2533
	2,01	2300	2000

SCHEDULE B	STEP 1	STEP 2	STEP 3
HOCKEY			
HEAD COACH	2482	3000	3666
ASST. COACH	1754	2366	2533
SKIING COACH	1374	1889	2510
ASST. COACH	984	1357	1803
DANCE COACH	1937	2338	3036
CHEERLEADER-VARSITY	2512	3036	3926
ASST. CHEERLEADER JV.	1674	2017	2158
ASST. CHEERLEADER FRESHMAN	1674	2017	2158
CHEERLEADER-MS	1123	1347	1617
GYMNASTICS COACH	2358	2906	3581
V.BALL COACH HS	2137	2404	3305
A.V.BALL CH HS	1574	1839	2459
V.BALL COACH MS	1336	1598	2086
WEIGHT RM. SUPR.(PER QTR.	711	711	711
EQUIPMENT MANAGER	1951	1951	1951
MUSIC HIGH SCHOOL			
MARCH/SYMPH/CONCERT DIRECT.	2079	2348	3252
SYMPH. ORCHESTRA	2079	2348	3252
SOMEKO SINGERS	1827	2247	2987
JAZZ ENSEMBLE	1827	2247	2987
ASST. THEATER DIRECTOR	1617	1989	2446
MUSIC MIDDLE SCHOOL			
BAND	1817	2087	2717
ORCHESTRA	1817	2087	2717
VOCAL	1817	2087	2717
DRAMA MIDDLE SCHOOL			
DRAMATIC PRODUCTIONS	1378	1695	2085
MUSIC PRODUCTION-DIRECTOR	1378	1695	2085
MUSIC DIRECTOR	742	913	1123
CHOREOGRAPHER	466	573	705
DRAMA HIGH SCHOOL			
DRAMATIC PRODUCTIONS	2070	2546	3132
MUSIC PRODUCTIONS-DIRECTOR	2070	2546	3132
MUSICAL DIRECTOR	1112	1368	1682
CHOREOGRAPHER	648	797	981
ASST. THEATER DIRECTOR	1030	1267	1558
DEBATE COACH	1429	1972	2617
HS YEARBOOK ADVISOR	1781	2227	2900
MS YEARBOOK ADVISOR	1112	1513	2174
PERIODICAL PUBLIC	1112	1299	1743

SCHEDULE B	STEP 1	STEP 2	STEP 3
HS CLASS SPONSORS	1310	1310	1310
STUDENT COUNCIL H.S.	1535	1817	2088
GERMAN EXCH. PROG.(Per Night)	48.75	48.75	48.75
NATL. HONOR SOCIETY	1310	1310	1310
QUIZ BOWL	824	824	824
PE CORE CURR. K-12 (2 YRS)	1236	1236	1236
SS CORE CURR. 6-12 (2 YRS)	1236	1236	1236
SS CORE CURR. K-5 (2 YRS)	1236	1236	1236
INTERNET COORDINATOR K-12	2088	2088	2088
MIDDLE SCHOOL DEPT. CHAIR-(6)	940	940	940
(SS, Sci, Math, Eng. Elective, Exploratory)			
SAFETY PATROL SUPERVISOR	1136	1395	1882
SAFETY PATROL SUPR. CENTRAL	1234	1494	1981
NOON HOUR SUPERVISOR	2224	2224	2224
INSTRUCT COORD.			
HIGH SCHOOL	2088	2088	2088
HIGH SCHOOL - GUIDANCE COORD.	2088	2088	2088
CLUBS	656	656	656
RESIDENTIAL CAMP (Per Night)	48.75	48.75	48.75
DR.ED. COORD			
CLASSROOM (Per Hour)	22.93	22.93	22.93
ROAD INSTRUCTION (Per Hour) DR. ED INSTRUCTORS	25.20	25.20	25.20
CLASSROOM (Per Hour)	22.08	22.08	22.08
ROAD INSTRUCTORS (Per Hour)	24.30	24.30	24.30
NOTE INSTRUCTIONS (101 Hour)	21.50		
TICKET PERSONNEL VARSITY FOOTBALL (Per Night)			
VARSITY FOOTBALL (Fer Night) VARSITY/JV BASKETBALL (Per Night)	38.99	38.99	38.99
OTHER EVENTS (Per Game)	22.42	22.42	22.42
OTHER EVENTS (Fer Gaine)	22.42	22.42	22.42
TIMING/SCORING	25 11	35.11	35.11
VARSITY FOOTBALL (Per Night)	35.11		
VARSITY/JV BASKETBALL (Per Night)	38.99	38.99	38.99
OTHER EVENTS (Per Game)	25.10	25.10	25.10

<sup>\*</sup>A years experience shall mean extra-duty activity. Credit for up to (2) years

SCHEDULE B 1997-98	STEP 1	STEP 2	STEP 3
FOOTBALL HEAD COACH ASST. COACH	3199 2053	3810 2418	5163 3045
BASKETBALL H.S. HEAD COACH BOYS/GIRLS ASST. COACH BOYS/GIRLS	3199 2053	3810 2418	5163 3045
BASKETBALL M.S. BOYS GIRLS	1759 1759	2260 2260	2873 2873
BASE/SOFT BALL HEAD COACH ASST. COACH	2664 1807	3224 2328	3998 2956
WRESTLING HEAD COACH HS ASST. COACH HS HEAD COACH MS	2698 1882 1633	2994 2325 1894	4201 2981 2533
TRACK HEAD COACH BOYS/GIRLS ASST. COACH BOYS/GIRLS	2664 1807	3224 2328	3998 2956
HEAD COACH MS ASST. COACH MS CROSS COUNTY	1807 1355	2328 1678	2956 2216
HEAD COACH ASST. COACH	2151 1544	2690 1931	3354 2408
GOLF HEAD COACH ASST. COACH	1613 1161	2151 1547	2800 2015
TENNIS HEAD COACH BOYS/GIRLS ASST. COACH	1882 1351	2418 1738	3077 2209
SWIMMING HEAD COACH BOYS/GIRLS ASST. COACH	2698 1827	2994 2257	4201 2894
SOCCER HEAD COACH BOYS/GIRLS ASST. COACH-BOYS/GIRLS	2556 1807	3090 2437	3776 2609

SCHEDULE B	STEP 1	STEP 2	STEP 3
HOCKEY			
HEAD COACH	2556	3090	3776
ASST. COACH	1807	2437	2609
SKIING COACH	1415	1946	2585
ASST. COACH	1014	1398	1857
DANCE COACH	1995	2408	3127
CHEEDI EADED WADGITY	2587	3127	4044
CHEERLEADER-VARSITY ASST. CHEERLEADER JV.	1724	2078	2223
	1724	2078	2223
ASST. CHEERLEADER FRESHMAN		1387	1666
CHEERLEADER-MS	1157	2993	3688
GYMNASTICS COACH	2429	2993 2476	3404
V.BALL COACH HS	2201		2533
A.V.BALL CH HS	1621	1894	
V.BALL COACH MS	1376	1646	2149
WEIGHT RM. SUPR. (PER QTR.	732	732	732
EQUIPMENT MANAGER	2010	2010	2010
MUSIC HIGH SCHOOL			
MARCH/SYMPH/CONCERT DIRECT.	2141	2418	3350
SYMPH. ORCHESTRA	2141	2418	3350
SOMEKO SINGERS	1882	2314	3077
JAZZ ENSEMBLE	1882	2314	3077
ASST. THEATER DIRECTOR	1666	2040	2519
MUSIC MIDDLE SCHOOL			2500
BAND	1872	2150	2799
ORCHESTRA	1872	2150	2799
VOCAL	1872	2150	2799
DRAMA MIDDLE SCHOOL			
DRAMATIC PRODUCTIONS	1419	1746	2148
MUSIC PRODUCTION-DIRECTOR	1419	1746	2148
MUSIC DIRECTOR	764	940	1157
CHOREOGRAPHER	480	590	726
PRANCE WEST SERVICES			
DRAMA HIGH SCHOOL DRAMATIC PRODUCTIONS	2132	2622	3226
MUSIC PRODUCTIONS-DIRECTOR	2132	2622	3226
MUSICAL DIRECTOR		1409	1732
CHOREOGRAPHER	1145 667	821	1010
		1305	1605
ASST. THEATER DIRECTOR	1061	1503	1003
DEBATE COACH	1472	2031	2696
HS YEARBOOK ADVISOR	1834	2294	2987
MS YEARBOOK ADVISOR	1145	1558	2239
PERIODICAL PUBLIC	1145	1338	1795

SCHEDULE B	STEP 1	STEP 2	STEP 3
HS CLASS SPONSORS	1349	1349	1349
STUDENT COUNCIL H.S.	1581	1872	2151
GERMAN EXCH. PROG.(Per Night)	50	50	50
NATL. HONOR SOCIETY	1349	1349	1349
QUIZ BOWL	849	849	849
PE CORE CURR. K-12 (2 YRS)	1273	1273	1273
SS CORE CURR. 6-12 (2 YRS)	1273	1273	1273
SS CORE CURR. K-5 (2 YRS)	1273	1273	1273
INTERNET COORDINATOR K-12	2151	2151	2151
MIDDLE SCHOOL DEPT. CHAIR-(6)	969	968	968
(SS, Sci, Math, Eng. Elective, Exploratory)			
SAFETY PATROL SUPERVISOR	1170	1437	1938
SAFETY PATROL SUPR. CENTRAL	1271	1539	2040
NOON HOUR SUPERVISOR	2291	2291	2291
INSTRUCT COORD.			
HIGH SCHOOL	2151	2151	2151
HIGH SCHOOL - GUIDANCE COORD.	2151	2151	2151
CLUBS	676	676	676
RESIDENTIAL CAMP (Per Night)	50.21	50.21	50.21
DR.ED. COORD			
CLASSROOM (Per Hour)	23.62	23.62	23.62
ROAD INSTRUCTION (Per Hour)	25.96	25.96	25.96
DR. ED INSTRUCTORS			
CLASSROOM (Per Hour)	22.74	22.74	22.74
ROAD INSTRUCTORS (Per Hour)	25.03	25.03	25.03
TICKET PERSONNEL			
VARSITY FOOTBALL (Per Night)			
VARSITY/JV BASKETBALL (Per Night)	40.16	40.16	40.16
OTHER EVENTS (Per Game)	23.09	23.09	23.09
TIMING/SCORING			
VARSITY FOOTBALL (Per Night)	36.16	36.16	36.16
VARSITY/JV BASKETBALL (Per Night)	40.16	40.16	40.16
OTHER EVENTS (Per Game)	25.85	25.85	25.85

<sup>\*</sup>A years experience shall mean extra-duty activity. Credit for up to (2) years

SCHEDULE B 1998-99	STEP 1	STEP 2	STEP 3
FOOTBALL			
HEAD COACH	3295	3924	5318
ASST. COACH	2114	2491	3136
BASKETBALL H.S.			
HEAD COACH BOYS/GIRLS	3295	3924	5318
ASST. COACH BOYS/GIRLS	2114	2491	3136
BASKETBALL M.S.			
BOYS	1812	2328	2959
		2328	2959
GIRLS	1812	2328	2939
BASE/SOFT BALL			
HEAD COACH	2743	3321	4118
ASST. COACH	1861	2398	3045
WRESTLING			
HEAD COACH HS	2778	3084	4327
ASST. COACH HS	1938	2394	3070
		1951	2609
HEAD COACH MS	1682	1931	2009
TRACK			
HEAD COACH BOYS/GIRLS	2743	3321	4118
ASST. COACH BOYS/GIRLS	1861	2398	3045
HEAD COACH MS	1861	2398	3045
ASST. COACH MS	1396	1728	2282
ASS1. COACH MS	1390	1726	2202
CROSS COUNTY			
HEAD COACH	2215	2771	3455
ASST. COACH	1590	1989	2480
GOLF HEAD COACH	1661	2216	2884
		1593	2075
ASST. COACH	1196	1393	2073
TENNIS			
HEAD COACH BOYS/GIRLS	1938	2491	3169
ASST. COACH	1392	1790	2275
SWIMMING			
HEAD COACH BOYS/GIRLS	2779	3084	4327
			2981
ASST. COACH	1882	2325	2901
SOCCER			
HEAD COACH BOYS/GIRLS	2633	3183	3889
ASST. COACH-BOYS/GIRLS	1861	2510	2687

SCHEDULE B	STEP 1	STEP 2	STEP 3
HOCKEY			
HEAD COACH	2633	3183	3889
ASST. COACH	1861	2510	2687
SKIING COACH	1457	2004	2663
ASST. COACH	1044	1440	1913
DANCE COACH	2055	2480	3221
CHEEDLEADER WARGITY	2665	2221	4165
CHEERLEADER-VARSITY	2665	3221 2140	4165 2290
ASST. CHEERLEADER JV.	1776		2290
ASST. CHEERLEADER FRESHMAN	1776	2140	1716
CHEERLEADER-MS	1192	1429	
GYMNASTICS COACH	2502	3083	3799
V.BALL COACH HS	2267	2550	3506
A.V.BALL CH HS	1670	1951	2609
V.BALL COACH MS	1417	1695	2213
WEIGHT RM. SUPR.(PER QTR.	754	754	754
EQUIPMENT MANAGER	2070	2070	2070
MUSIC HIGH SCHOOL			
MARCH/SYMPH/CONCERT DIRECT.	2205	2491	3451
SYMPH. ORCHESTRA	2205	2491	3451
SOMEKO SINGERS	1938	2383	3169
JAZZ ENSEMBLE	1938	2383	3169
ASST. THEATER DIRECTOR	1716	2110	2595
MUSIC MIDDLE SCHOOL		2215	2002
BAND	1928	2215	2883
ORCHESTRA	1928	2215	2883
VOCAL	1928	2215	2883
DRAMA MIDDLE SCHOOL			
DRAMATIC PRODUCTIONS	1462	1798	2212
MUSIC PRODUCTION-DIRECTOR	1462	1798	2212
MUSIC DIRECTOR	787	968	1192
CHOREOGRAPHER	494	608	748
PRANCE WAY AGING OF			
DRAMA HIGH SCHOOL	2106	2701	2222
DRAMATIC PRODUCTIONS	2196	2701	3323
MUSIC PRODUCTIONS-DIRECTOR	2196	2701	3323
MUSICAL DIRECTOR	1179	1451	1784
CHOREOGRAPHER	687	846	1040
ASST. THEATER DIRECTOR	1093	1344	1653
DEBATE COACH	1516	2092	2777
HS YEARBOOK ADVISOR	1889	2363	3077
MS YEARBOOK ADVISOR	1179	1605	2306
PERIODICAL PUBLIC	1179	1378	1849

SCHEDULE B	STEP 1	STEP 2	STEP 3
HS CLASS SPONSORS	1389	1389	1389
STUDENT COUNCIL H.S.	1628	1928	2216
GERMAN EXCH. PROG.(Per Night)	52	52	52
NATL. HONOR SOCIETY	1389	1389	1389
QUIZ BOWL	874	874	874
PE CORE CURR. K-12 (2 YRS)	1311	1311	1311
SS CORE CURR. 6-12 (2 YRS)	1311	1311	1311
SS CORE CURR. K-5 (2 YRS)	1311	1311	1311
INTERNET COORDINATOR K-12	2216	2216	2216
MIDDLE SCHOOL DEPT. CHAIR-(6) (SS, Sci, Math, Eng. Elective, Exploratory)	997	997	997
SAFETY PATROL SUPERVISOR	1205	1480	1996
SAFETY PATROL SUPR. CENTRAL	1309	1585	2101
NOON HOUR SUPERVISOR	2360	2360	2360
INSTRUCT COORD.			
HIGH SCHOOL	2216	2216	2216
HIGH SCHOOL - GUIDANCE COORD.	2216	2216	2216
CLUBS	696	696	696
RESIDENTIAL CAMP (Per Night)	51.72	51.72	51.72
DR.ED. COORD			
CLASSROOM (Per Hour)	24.33	24.33	24.33
ROAD INSTRUCTION (Per Hour) DR. ED INSTRUCTORS	26.74	26.74	26.74
CLASSROOM (Per Hour)	23.42	23.42	23.42
ROAD INSTRUCTORS (Per Hour)	25.78	25.78	25.78
TICKET PERSONNEL			
VARSITY FOOTBALL (Per Night)			
VARSITY/JV BASKETBALL (Per Night)		41.37	41.37
OTHER EVENTS (Per Game)	23.78	23.78	23.78
TIMING/SCORING	07.07	05.05	27.25
VARSITY FOOTBALL (Per Night)	37.25	37.25	37.25
VARSITY/JV BASKETBALL (Per Night)	41.37	41.37	41.37
OTHER EVENTS (Per Game)	26.63	26.63	26.63

<sup>\*</sup>A years experience shall mean extra-duty activity. Credit for up to (2) years

#### A. LONGEVITY COACHING 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	\$271.00
7 years of coaching	542.00
10 years of coaching	813.00
12 years of coaching	1,084.00
15 years of coaching	1,355.00
17 years of coaching	1,626.00
20 years of coaching	1,897.00

- B. Longevity for coaching is subject to the following interpretations:
  - "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.
  - 2. "Sport" shall mean interscholastic school-sponsored athletics only. Intramurals are not included.
  - 3. A person is a "coach" irrespective of whether as a head coach or an assistant coach.
  - 4. 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.
- C. 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 Director of Human Resources for approval. All of the foregoing requirements shall be completed in advance of receiving any compensation for sponsoring a new club.

#### 5.4 **INSURANCE BENEFITS**

A. Except as provided in paragraph B, the Board agrees to pay the entire cost of the fringe package as described below. The bargaining unit member may at his/her option, elect either Plan A or Plan B.

- 1. PLAN A: MESSA SUPER CARE I; 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
- 2. PLAN B: LTD (as described in Plan A) DELTA DENTAL PLAN AUTO PLUS with "008" ORTHODONTIC RIDER \$50,000 NEGOTIATED LIFE INSURANCE with AD & D VISION (as described in Plan A).
- 3. Plan B participants who are employed full time will receive one hundred ten dollars (\$110) a month in the 1996-97 school year; one-hundred fifteen dollars (\$115.00) a month in the 1997-98 school year; and one-hundred twenty dollars (\$120.00) a month in the 1998-99 school year to be remitted in cash. The cash amount may be applied toward the MEA Financial Services tax-deferred annuity plans or any other plans of record with the employer through a salary reduction agreement.
  - a. Any annuity amounts which exceed the Employer's subsidy shall be payroll deducted.
  - b. An open enrollment period shall be provided whenever the contribution amounts change, provided the carrier permits same.
- B. Effective with the first full month following the parties' ratification of this Agreement, Plan A participants will be assessed twenty-five dollars (\$25.00) a month to be applied toward the premium for Plan A. For purposes of remitting the assessment, the bargaining unit member may enter into a salary reduction agreement with the Employer.
  - 1. Said assessment will be payroll deducted on the first pay period in each month or, at the bargaining unit member's option, may be remitted to the Payroll Office in full or on or before September 1 in any year.
  - 2. 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.
  - 3. Effective July 1, 1997, the Board will pay the increase in the monthly premium for Plan A participants up to a maximum of five percent (5%) over the 1996-97 monthly premium. Any increase beyond said five percent (5%) shall be borne by the bargaining unit member. Any increase above a total of ten percent (10%) will be shared equally between the bargaining unit member and the Board. The bargaining unit member's portion of the premium increase shall be payroll deducted. For purposes of remitting same, the bargaining unit member may enter into a salary reduction agreement with the Employer.

If the parties fail to ratify insurance changes for the 1998-99 school year effective July 1, 1998, the Board will pay the increase in the monthly premium for Plan A participants up to a maximum of 5% over the premiums it paid in 1997-98. Any increase beyond the 5% increase shall be borne by the bargaining unit member. Any increase above a total of ten percent (10%) will be shared equally between the bargaining unit member and the Board. For purposes of remitting same the bargaining unit members may enter into a salary reduction agreement with the Employer.

- C. 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 prorated based on the number of minutes of employment.
- D. Open enrollment shall be held each September, and as scheduled by the carrier. The Board shall have no responsibility to pay insurance costs until the bargaining unit member is enrolled by the carrier.
- E. A bargaining unit member working a full school year can expect insurance coverage from September 1 through August 31. A bargaining unit member resigning as of the end of the school year will have insurance continued through August 31. 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.
- F. A bargaining unit member who is eligible for insurance benefits including the Employer-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).

#### G. Worker Compensation

- The Board agrees to carry worker compensation insurance for all bargaining unit members.
- 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.

H. A bargaining unit member who is on an unpaid leave of absence and/or layoff status may elect to continue his/her insurance through the Employer, consistent with COBRA

provisions, provided he/she remits the premium amount(s) in advance of same being due.

I. The Employer will adopt 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 Employer reporting requirements shall be borne by the Employer. The Employer 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.

Prior to the 1997-98 school year, the Employer will have 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. The plan document will be become effective with the September 1997 open enrollment period.

#### 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 twenty-five dollars (\$125.00) 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 least sixty (60) calendar days prior to the end of the semester in which they will retire shall be entitled to one-half (1/2) of their daily rate of pay for any accumulated unused sick leave up to sixty (60) days.
- C. As an assistance for early retirement, the Board agrees to provide those bargaining unit members electing early retirement in accordance with the provisions of the Michigan Public School Employees Retirement Act a one-time assistance payment equal to eight thousand five hundred dollars (\$8,500.00) provided bargaining unit members elect retirement during their first period of eligibility.
  - 1. The term, "period of eligibility under MPSERS" shall be defined as the first year that the bargaining unit member becomes eligible for full retirement under the Act. (See Letter of Agreement).
  - 2. If a bargaining unit member's birthday falls during the school year, she/he shall be able to complete the school year.
  - 3. The assistance 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 assistance 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 early retirement benefits, the bargaining unit member is required to give the Board written notice of intent to retire at least sixty (60) calendar days prior to the end of the semester in which she/he intends to retire. Failure to provide the prescribed notification shall void the assistance 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:
  - Shared time teachers shall indicate by March 1 to the Director of Human Resources 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:

The shared teaching assignment shall become final 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:			
		<ol> <li>Parent-Teacher conferences</li> <li>Grade/Department meetings</li> <li>Staff meetings</li> <li>Inservice</li> <li>Half days</li> <li>Communication with immediate supervisor; and process to be used</li> <li>Mutual Planning Time/Individual Planning Time</li> </ol>			
F.	and shall be pa	shared assignment shall substitute in each other's absence whenever possible id at the substitute rate. The absent teacher shall notify the substitute teacher ch arrangement.			
G.	Sick leave and	individual leave days shall be accrued on a pro-rata basis.			
Н.	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	AGREEMEN	Γ			
	INGH	AM CLINTON EDUCATION ASSOCIATION			
the foll	This agreemer owing parties:	nt entered into this day of, 1996, by and between			
Witnes	s	ICEA Representative			

F.

Witness

Witness

President, ICEA/OEA

Negotiator Representative

#### OKEMOS BOARD OF EDUCATION

Witness	Assistant Superintendent for Instruction
Witness	President, Okemos Board of Education
s:\users\jjt\okemos\teacher.c2	

#### APPENDIX A

Beginning Time of Observation

#### OKEMOS TEACHER OBSERVATION FORM

Teacher

	ust be 30 minutes		te	
Observations:				
Recommendation	ons:			
	Administrator Si	ignature		Date
Copies to:	White - Principa Yellow - Teache	l r		

#### **OKEMOS TEACHER EVALUATION**

Teacher	School Year	
Administrator	Building .	
INSTRUCTIONAL RESPONSIBILITIES	Examples:	Knowledge of subject matter, teaching strategies, planning and organization, student evaluations.
CLASSROOM ENVIRONMENT	Examples:	Maintains reasonable expectations for student behavior, channels behavior towards purposeful learning tasks.
	HUMAN RE	LATIONSHIPS Examples:  Relates positively and communicates effectively with students, parents, members of the community and other staff members.
GENERAL COMMENTS		
Year end evaluation conference held on		
Teacher statement attached Yes No		
Administrator Signature		Date
Teacher Signature		Date

### TENURED TEACHER PRE-EVALUATION CONFERENCE

Teacher	School Year
Administrator	Building
Conference held on	_
Administrator Signature	Date
Teacher Signature	Date

#### OKEMOS SPECIALIST EVALUATION

Staff .				School Year				
Building/Position				Administrator				
To The	Γο The Evaluator:							
-	Any area marked "needs improvement" or "unsatisfactory" requires written comments specifying the problem(s) perceived by the evaluator.							
Key To	Eva	aluation:						
	E G S	Good	N U NA	Needs Improvement Unsatisfactory Not Applicable				
		Works harmoniously with s Demonstrates leadership for responsibility.	r school	I staff in area of				
responsibility.								
12. 13.		Provides a clear and comp students, staff and administ Demonstrates effective rela	rators. tionship					
14.		Communicates effectively v	with:	StudentsAdministrators				
	Parents Teachers Students Administrators  15.							
17. 18. 19.		Shows initiative and eagern Understands and adheres to Establishes goals and object	ness to a	assume responsibilities. policies.				
		Utilizes student input and fe Provides feedback to studen	edback nts. Exa	in program development -academic and behavioral.  ample: testing, progress, etc.  planning and improving progress of individual				
23.		students. Utilizes community resource		Priming and improving progress or individual				

GENERAL COMMENTS:			
SPECIALIST COMMENTS/RI	EACTIONS:		
Year end conference held on _	· · · · · · · · · · · · · · · · · · ·	·	
Administrator Signature	• • • • • •		Date
Specialist Signature	••••		Date
Copies to:	(White) (Canary) (Pink)	Personnel File Administrator Specialist	

### Appendix B

Okemos Public	Schools Form for Add	litional Certification	n and/or a New Endorsem	ent.
			wing courses will complete	
requirements fo	or (additional certification	on or a new endors	sement)	
in	·			
I will complete	the above course work	by	, 19	
college official that proper no	that I shall successfully	y complete the abo	a written statement from t ve course work on the day bargaining unit members	te indicated so
	Signature			
	Date			

## Appendix C: SCHOOL CALENDARS



## OKEMOS PUBLIC SCHOOLS SCHOOL CALENDAR 1996-97

Student Days = 181 Teacher Days = 185

AUGUST
S M T W T F S
1 2 3
4 5 6 7 8 9 10
11 12 13 14 15 16 17
18 19 20 21 22 23 24
25 26 27 28 29 30 31

SEPTEMBER

S M T W T F S

1 2 3 4 5 6 7

8 9 10 11 12 13 14

15 16 17 18 19 20 21

22 23 24 25 26 27 28

29 30

NOVEMBER

S M T W T F S

+1 2

3 4 5 6 7 8 9

10 11 12 13 14 15 16

17 18 19 20 21 22 23

24 25 26 27 26 29 30

DECEMBER

S M T W T F S

1 2 3 4 5 6 7

8 9 10 11 12 13 14

15 16 17 18 19 20 21

22 23 24 25 26 27 28

29 30 31

FEBRUARY

S M T W T F S

1
2 3 4 5 6 7 8
9 10 11 12 13 14 15
16 17 18 19 20 21 22
23 24 25 26 27 28

MARCH S M T W T F S 1 2 3 4 日 6 7 8 9 10 11 12 13 14/15 16 17 18 19 20 21 22 23 24 25 26 27 28/29 30 31

APRIL
S M T W T F S
6 7 8 9 10 11 12
13 14 15 16 17 18 19
20 21 22 23 24 25 26
27 28 29 30

MAY
S M T W T F S
1 2 3
4 5 6 7 8 9 10
11 12 13 14 15 16 17
18 19 20 21 22 23 24
25 26 27 28 29 30 31

JUNE

S M T W T F S

1 2 3 4 5 6 7

8 9 10 11 12 3 14

15 16 17 18 19 20 21

22 23 24 25 26 27 28

29 30

S M T W T F S
1 2 3 4 5
6 7 8 9 10 11 12
13 14 15 16 17 18 19
20 21 22 23 24 25 26
27 28 29 30 31

#### **IMPORTANT DATES FOR STAFF AND STUDENTS**

August 29 Planning Day/No School All Day August 30 No School All Day September 2 **Labor Day** September 3 1st Day School for Students September 3 K-12 Records Day, No School PM October 1 K-12 Inservice Day, No School PM \*Weeks of Oct. 28 & Nov. 4 K-12 P/T Conferences November 1 K-12 Records Day, No School PM November 1 **End of First Quarter** K-12 P/T Conference, No School PM November 5 November 7 K-12 No School PM November 8 K-12 No School All Day November 27 End of Middle School Trimester Nov. 28, 29 Thanksgiving Recess Dec. 23-Jan. 3 Winter Recess School Resumes January 6 January 22, 23 9-12 Records Days, No School PM January 24 K-12 Records Day, No School PM January 24 **End of First Semester** January 29 K-8 Inservice Day, No School PM February 14-17 Presidents' Day Recess \*Weeks of Feb 24 & March 3, 6-12 P/T Conferences \*Weeks of March 24 & 31, K-5 P/T Conferences March 5 K-5 Inservice Day, No School PM 6-12 P/T Conferences, No School PM

**End of Middle School Trimester** March 14 End of Third Quarter March 28 K-5 P/T Conferences, No School PM April 1 6-12 Inservice Day, No School PM April 3 K-12 No School PM April 4 K-12 No School All Day April 7-11 Spring Recess K-8 Inservice Day, No School PM May 5 May 26 Memorial Day 9-12 Records Day, No School PM June 10 June 11, 12 K-12 Records Day, No School PM June 12 **Last Day School for Students** June 13 Planning Day, No School All Day End of Second Semester & End of Middle June 13 School Trimester

CODE: Ø Planning Days/No School Days
/ Holidays, Vacation

| End of Quarter/Trimester/Marking Period

☐ Parent/Teacher Conference Days
- Inservice/Record Keeping Days

NOTE: Elementary Report Cards go home February 3 and June 12



#### SCHOOL CALENDAR 1997-98

Student Days = 181 Teacher Days = 185

AUGUST

S M T W T F S

1 2

3 4 5 6 7 8 9

10 11 12 13 14 15 16

17 18 19 20 21 22 23

24 25 26 27 28 29 30

31

SEPTEMBER

S M T W T F S

2 2 3 4 5 6

7 8 9 10 11 12 13

14 15 16 17 18 19 20

21 22 23 24 25 26 27

28 29 30

OCTOBER T W T F S 2 3 4 10 11 <del>[8]</del> 9 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 311

NOVEMBER
S M T W T F S
1
2 3 4 5 8 7 8
9 10 11 12 13 14 15
16 17 18 19 20 21 22
23 24 25 26 27 26 29
30

DECEMBER T W T F S 4 5 6 1 2 3 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 28 24 25 26 27 28 25 30 31

JANUARY

S M T W T F S

4 5 6 7 8 9 10

11 12 13 14 15 16 17

18 19 20 21 22 23 24

25 26 27 20 29 30 31

FEBRUARY WT F s T S M 4 5 7 1 2 3 6 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28

MARCH WT S M F S 2 4 5 6 1 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 <del>31</del>

APRIL
S M T W T F S
1 20 3 4
5 8 7 8 8 10 11
12 13 14 15 16 17 18
19 20 21 22 23 24 25
26 27 28 29 30

MAY
S M T W T F S
1 2
3 4 5 6 7 8 9
10 11 12 13 14 15 16
17 18 19 20 21 22 23
24 25 26 27 28 29 30
31

JUNE

S M T W T F S

1 2 3 4 5 6

7 8 <del>9 10 11</del> 2 13

14 15 16 17 18 19 20

21 22 23 24 25 26 27

28 29 30

JULY
S M T W T F S
1 2 3 4
5 6 7 8 9 10 11
12 13 14 15 16 17 18
19 20 21 22 23 24 25
26 27 28 29 30 31

#### **IMPORTANT DATES FOR STAFF AND STUDENTS**

August 28 Planning Day/No School All Day August 29 No School All Day September 1 Labor Day 1st Day School for Students September 2 September 2 K-12 Records Day, No School PM October 8 K-8 Inservice Day, No School PM 9-12 P/T Conference, No School PM \*Weeks of Oct 6 & Oct 13, 9-12 P/T Conferences \*Weeks of Oct 27 & Nov 3, K-8 P/T Conferences October 27 K-8 Records Day, No School PM 9-12 Inservice Day, No School PM October 31 **End of First Quarter** November 4 K-8 P/T Conference, No School PM 9-12 Records Day, No School PM November 6 K-12 No School PM November 7 K-12 No School All Day November 26 End of Middle School Trimester Nov. 27, 28 Thanksgiving Recess Dec. 22-Jan. 2 Winter Recess January 5 School Resumes January 21, 22 9-12 Records Days, No School PM January 23 K-12 Records Day, No School PM **End of First Semester** January 23 January 28 K-8 Inservice Day, No School PM

February 13-16 Presidents' Day Recess

\*Weeks of Feb 23 and March 2, 6-12 P/T Conferences \*Weeks of March 23 & 30 K-5 P/T Conferences

March 3 K-5 Inservice Day, No School PM 6-12 P/T Conferences, No School PM March 13 End of Middle School Trimester March 27 End of Third Quarter March 31 K-5 P/T Conferences, No School PM 6-12 Inservice Day, No School PM K-12 No School PM April 2 April 3 K-12 No School All Day April 6-10 **Spring Recess** K-8 Inservice Day, No School PM May 4 May 25 Memorial Day June 9 9-12 Records Day, No School PM June 10, 11 K-12 Records Day, No School PM June 11 **Last Day School for Students** June 12 Planning Day, No School All Day End of Second Semester & End of Middle June 12 School Trimester CODE: Ø Planning Days/No School Days

DDE: Ø Planning Days/No School Days
/ Holidays, Vacation
| End of Quarter/Trimester/Marking Period
□ Parent/Teacher Conference Days
- Inservice/Record Keeping Days

NOTE: Elementary Report Cards go home February 2 and June 11



#### SCHOOL CALENDAR 1998-99

Student Days = 181 Teacher Days = 185

AUGUST
S M T W T F S
1
2 3 4 5 6 7 8
9 10 11 12 13 14 15
16 17 18 19 20 21 22
23 24 25 26 27 26 29
30 31

SEPTEMBER W Т F S 1 2 3 4 5 6 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30

OCTOBER

S M T W T F S

1 2 3

4 5 6 7 8 9 10

11 12 13 14 15 16 17

18 19 20 21 22 23 24

25 26 27 28 29 30 31

NOVEMBER

S M T W T F S

1 2 3 4 5 8 7

8 9 10 11 12 13 14

15 16 17 18 19 20 21

22 23 24 25 26 27 28

29 30

DECEMBER W T S 5 2 3 1 4 9 10 11 12 6 8 19 14 15 16 17 18 21 22 28 24 25 26 20 28 28 30 31

JANUARY
S M T W T F S

3 4 5 6 7 8 9
10 11 12 13 14 15 | 16
17 18 19 20 21 22 23
24 25 26 27 28 29 30
31

FEBRUARY T W T S 5 1 3 6 2 4 8 12 13 9 10 11 15 16 27 18 18 20 22 23 24 25 26 27 21 28

MARCH W T S 3 5 1 2 4 6 8 9 10 11 12/13 14 15 16 17 18 19 20 21 22 23 24 25 26/27 28 29 30 31

APRIL
S M T W T F S

4 5 6 7 8 9 10

11 12 13 14 15 16 17

18 19 20 21 22 23 24

25 26 27 28 29 30

MAY
S M T W T F S
1
2 -3- 4 5 6 7 8
9 10 11 12 13 14 15
16 17 18 19 20 21 22
23 24 25 26 27 28 29
30 34

JUNE W T S 3 5 1 2 7 <del>9 10</del> 1112 6 <del>-8-</del> 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30

JULY

S M T W T F S

1 2 3

4 5 6 7 8 9 10

11 12 13 14 15 16 17

18 19 20 21 22 23 24

25 26 27 28 29 30 31

#### **IMPORTANT DATES FOR STAFF AND STUDENTS**

August 27 Planning Day/No School All Day August 28 No School All Day August 31 1st Day School for Students August 31 K-12 Records Day, No School PM September 7 Labor Day October 6 K-8 Inservice Day, No School PM 9-12 P/T Conferences, No School PM \*Weeks of Oct 5 & Oct 12, 9-12 P/T Conferences \*Weeks of Oct 26 & Nov 2 K-8 P/T Conferences October 26 K-8 Records Day, No School PM 9-12 Inservice Day, No School PM October 30 **End of First Quarter** November 3 K-8 P/T Conferences, No School PM 9-12 Records Day, No School PM November 6 K-12 No School PM November 25 End of Middle School Trimester Nov. 26, 27 Thanksgiving Recess Winter Recess Dec. 23-Jan. 1 School Resumes January 4 January 13, 14 9-12 Records Days, No School PM January 15 K-12 Records Day, No School PM January 15 **End of First Semester** January 27 K-8 Inservice Day, No School PM February 15-19 Presidents' Day Recess

\*Weeks of Feb 22 and March 1, 6-12 P/T Conferences

\*Weeks of March 22 and 29, K-5 P/T Conferences

March 3 K-5 Inservice Day, No School PM 6-12 P/T Conferences, No School PM **End of Middle School Trimester** March 12 **End of Third Quarter** March 26 March 30 K-5 P/T Conferences, No School PM 6-12 Inservice Day, No School PM April 1 K-12 No School PM K-12 No School All Day April 2 April 5-9 Spring Recess K-8 Inservice Day, No School PM May 3 May 31 Memorial Day 9-12 Records Day, No School PM June 8 June 9, 10 K-12 Records Day, No School PM June 10 **Last Day School for Students** June 11 Planning Day, No School All Day End of Second Semester & End of Middle June 11

School Trimester

CODE: Ø Planning Days/No School Days

DE: Ø Planning Days/No School Days
/ Holidays, Vacation
| End of Quarter/Trimester/Marking Period

☐ Parent/Teacher Conference Days— Inservice/Record Keeping Days

NOTE: Elementary Report Cards go home January 25 and June 10



#### Bennett Woods Year Round SCHOOL CALENDAR 1996-97

Student Days = 181 Teacher Days = 185

AUGUST S T 2 3 4 8 8 8 9 9 11 12 13 14 15 16 <del>0</del> 9 10 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

SEPTEMBER Z 3 7 1 4 5 6 8 9 10 11 12 13 14 15 16 17 18 19 <del>20</del> 21 22 23 24 25 26 27 28 29 30

OCTOBER W 2 3 4 1 5 10 11 12 7 [8] 9 13 1/4 1/5 1/6 1/1 1/6 19 20 21 22 28 24 25 26 27 28 29 30 31

NOVEMBER S 1 2 3 5 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30

DECEMBER T T S F 2 3 5 6 7 9 10 11 12 13 14 15 16 17 18 19 20 21 22 28 24 25 26 27 28 29 38 31

**JANUARY** WT S ¥ 2 8 4 5 6 8 9 10 11 12 13 14 15 16 17/18 19 20 21 22 23 24 25 26 27 28 <del>29</del> 30 31

FEBRUARY S 1 2 5 6 7 8 3 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28

MARCH 1 2 3 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 3/1

APRIL TWTF S X X X X 5 X X X X 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30

MAY T T F S 2 3 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

JUNE T W T F 6 7 4 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 28 27 28

JULY T W T F S X X X X 5 7 8 8 10 11 12 13 14 15 16 17 18 19 20 24 22 23 24 25 26 27 28 25 36 31

#### IMPORTANT DATES FOR STAFF AND STUDENTS

Planning Day/No School All Day August 7 August 8 1st Day of School for Students K-5 Records Day, No School PM August 8 Aug.30-Sept.2 Labor Day Weekend September 20 K-5 Records Day, No School PM

K-5 Inservice Day, No School PM October 1 \*Weeks of Sept. 30 & Oct. 7 P/T Conferences

October 8 P/T Conferences, No School PM October 10 No School PM October 11 No School All Day October 14-25 Fall Intersession Nov. 28, 29 Thanksgiving Recess

Dec. 23-Jan. 3 Winter Recess January 6 School Resumes

January 17 K-5 Records Days, No School PM

January 17 End of First Semester

January 29 K-8 Inservice Day, No School PM February 14-21 Presidents' Day Recess/Mid-Winter Intersession

K-5 Inservice Day, No School PM March 5 \*Weeks of March 17 & 24 K-5 P/T Conferences P/T Conferences, No School PM March 26

March 27 No School PM March 28 No School All Day Mar. 31-Apr.11 Spring Intersession

K-8 Inservice Day, No School PM May 5

May 26-30 **Memorial Day Recess** 

Vacation Day, No School All Day June 13 June 23.24 Records Day, No School PM June 24 **Last Day of School for Students** June 25 Planning Day, No School All Day

End of Second Semester June 25

CODE:

Ø Planning Days/No School Days

/ Holidays, Vacation

| End of Quarter/Trimester/Marking Period

☐ Parent/Teacher Conference Days

Inservice/Record Keeping Days

NOTE: Elementary Report Cards go home

January 27 and June 24



#### Bennett Woods Year Round SCHOOL CALENDAR 1997-98

Student Days = 181 Teacher Days = 185

AUGUST
S M T W T F S
1 2
3 4 5 8 7 8 9
10 11 12 13 14 15 16
17 18 19 20 21 22 23
24 25 26 27 28 29 30
31

SEPTEMBER T T W F S 2 3 5 6 4 7 8 9 10 11 12 13 17 18 19 20 14 15 16 21 22 23 24 25 26 27 28 <del>29</del> 30

OCTOBER T S T W F 2 3 1 4 2 10/11 [7] 8 5 6 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

NOVEMBER

S M T W T F S

2 3 4 5 6 7 8

9 10 11 12 13 14 15

16 17 18 19 20 21 22

23 24 25 26 27 26 29

30

DECEMBER T W T F S 2 3 4 5 6 1 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 28 38 31

**JANUARY** T F S Y 2 3 4 5 6 7 8 <del>9</del>110 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 <del>28</del> 29 30 31

FEBRUARY T W T F S S 2 3 4 5 6 7 1 8 9 10 11 12 13 14 15 16 1/ 18 19 20 21 22 23 24 25 26 27 28

MARCH S T F S M 1 2 5 6 7 -7 4 8 9 10 11 12 13 14 15 16 17 18 19 20121 22 23 24 25 26 27 28 29 30 31

APRIL

S M T W T F S

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5 6 7 8 9 10 11

12 13 14 15 16 17 18

19 20 21 22 23 24 25

26 27 28 29 30

MAY
S M T W T F S
1 2
3 4 5 6 7 8 9
10 11 12 13 14 15 16
17 18 19 20 21 22 23
24 25 26 27 28 29 30
31

JUNE

S M T W T F S

1 2 3 4 5 6

7 8 9 10 11 12 13

14 15 16 17 18 19 20

21 22 23 24 | 25 26 27

28 25 36

JULY
S M T W T F S

2 2 3 4

5 8 7 8 9 10 11

12 13 14 15 16 17 18

19 20 21 22 23 24 25

26 27 28 29 30 21

#### **IMPORTANT DATES FOR STAFF AND STUDENTS**

January 28

March 3

August 6 Planning Day/No School All Day August 7 1st Day of School for Students August 7 K-5 Records Day, No School PM Aug.29-Sept. 1 Labor Day Weekend September 29 K-5 Records Day, No School PM October 1 K-5 Inservice Day, No School PM \*Weeks of Sept. 29 & Oct. 6 K-5 P/T Conferences October 7 P/T Conferences, No School PM October 9 No School PM October 10 No School All Day October 10 End of First Quarter October 13-24 Fall Intersession Nov. 27, 28 Thanksgiving Recess Dec. 22-Jan. 2 Winter Recess January 5 School Resumes K-5 Records Day, No School PM January 9 January 9 End of First Semester

March 20 End of Third Quarter
"Weeks of March 16 & 23 K-5 P/T Conferences
March 24 P/T Conferences, No School PM
March 26 No School PM

March 26 No School PM
March 27 No School All Day
Mar 30-Apr 10 Spring Intersession

May 4
May 25-29
June 12
June 22, 23
June 23
June 24

K-8 Inservice Day, No School PM
Memorial Day Intersession
Vacation Day, No School All Day
Records Day, No School PM
Last Day of School for Students
Planning Day, No School All Day

February 13-20 Presidents' Day Recess/Mid-Winter

Intersession

K-8 Inservice Day, No School PM

K-5 Inservice Day, No School PM

June 24 End of Second Semester

CODE:

Ø Planning Days/No School Days

/ Holidays, Vacation

| End of Quarter/Trimester/Marking Period

☐ Parent/Teacher Conference Days

Inservice/Record Keeping Days

NOTE: Elementary Report Cards go home January 19 and June 23



Bennett Woods Year Round SCHOOL CALENDAR 1998-99 Student Days = 181 Teacher Days = 185

SEPTEMBER T W T F s 3 ¥ 1 2 5 6 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 <del>28</del> 29 30

OCTOBER

S M T W T F S

1 2 3

4 5 6 7 8 9 10

11 12 13 14 15 16 17

18 19 20 21 22 23 24

25 26 27 28 29 30 31

NOVEMBER

S M T W T F S

1 2 3 4 5 6 7

8 9 10 11 12 13 14

15 16 17 18 19 20 21

22 23 24 25 26 27 28

29 30

DECEMBER

S M T W T F S

1 2 3 4 5

6 7 8 9 10 11 12

13 14 15 16 17 18 19

20 22 23 24 25 26

27 26 26 26 27

FEBRUARY
S M T W T F S
1 2 3 4 5 6
7 8 9 10 11 12 13
14 15 16 17 18 19 20
21 22 23 24 25 26 27
28

MARCH

S M T W T F S

1 2 -3- 4 5 6

7 8 9 10 11 12 13

14 15 16 17 18 19 20

21 22 23 24 25 26 27

28 29 30 31

APRIL
S M T W T F S
4 5 6 7 8 9 10
11 12 13 14 15 16 17
18 19 20 21 22 23 24
25 26 27 28 29 30

MAY
S M T W T F S
1
2 -3- 4 5 6 7 8
9 10 11 12 13 14 15
16 17 18 19 20 21 22
23 24 25 26 21 26 29
30 31

JUNE

S M T W T F S

1 2 3 4 5

6 7 8 9 10 11 12

13 14 15 16 <del>17 18</del> 19

20 21 22 23 24 25 26

27 28 29 30

JULY
S M T W T F S

4 8 8 7 8 8 10

11 12 13 14 15 16 17

18 15 20 21 22 23 24

25 26 27 26 29 30 31

#### IMPORTANT DATES FOR STAFF AND STUDENTS

August 5
August 6
August 6
August 6
September 4-7
September 28
\*Weeks of Sept. October 6
October 9
October 12-23

Planning Day/No School All Day
1st Day of School for Students
K-5 Records Day, No School PM
Labor Day Weekend
K-5 Records Day, No School PM
End of First Quarter, No School PM
Fall Intersession

November 10 K-5 Inservice Day, No School PM

Nov. 26, 27 Thanksgiving Recess
Dec. 21-Jan. 1 Winter Recess
January 4 School Resumes

January 8 K-5 Records Day, No School PM

January 8 End of First Semester

January 27 K-8 Inservice Day, No School PM

February 15-19 Presidents' Day Recess/Mid-Winter

Intersession

March 3 K-5 Inservice Day, No School PM

March 19 End of Third Quarter

\*Weeks of March 22 & 29 K-12 P/T Conferences March 30 K-5 P/T Conferences, No School PM

April 1 K-12 No School PM
April 2 K-12 No School All Day
April 5-16 Spring Intersession

May 3
May 24-31
June 17,18
June 18
June 21
June 21
June 21
June 21

K-8 Inservice Day, No School PM
Memorial Day Intersession
Records Day, No School PM
Last Day of School for Students
Planning Day, No School All Day
End of Second Semester

CODE: Ø Planning

Ø Planning Days/No School Days

/ Holidays, Vacation

I End of Quarter/Trimester/Marking Period

Parent/Teacher Conference Days
 Inservice/Record Keeping Days

NOTE: Elementary Report Cards go home January 18 and June 18

## Appendix D: GRIEVANCE REPORT FORM

SECTION 1.8,	<b>GRIEVANCE</b>	PROCEDURE,	<b>REQUIRES</b>	THAT	A	WRITTEN	GRIEVA	NCE
SHALL CONT.	AIN THE FOL	LOWING:						

l. 2.	It shall be signed by the grievant.  It shall contain the date of the alleg	ged violation.					
3.	It shall be specific.						
1. 5.	It shall contain a summary of the fa					1-4-4	
). 5.	It shall cite the section(s) or subsect		ient ai	iegea	to have been vio	iatea.	
).	It shall specify the relief requested.						
GRIE	VANCE #	Distribution:	1.	Sup	erintendent		
				2.	Principal		
				3.	Association		
				4.	Teacher		
	CDIE	ANCE REPORT					
	GREV	ANCE REFORT					
Submi	t to Principal in duplicate						
Buildi	ng	Assignm	nent.	,			
Name	of Grievant	Date Fil	led .				
		STEP I					
		SIEFI					
A.	Date Cause of Grievance Occurred		,	19			
В.	Statement of Grievance						
ь.	1. Statement of Grievance						
	2. Relief Sought						
		Signature			Dat	e	
C.	Disposition by Principal						
		Signature			Dat	e	
		2-8			24.		

	Signature	Date
	STEP II	
Α.	Date received by Superintendent or Designee 19	
В.	Disposition of Superintendent or Designee	
	Signature	Date
C.	Position of Grievant and/or Association	
	Signature	Date
	STEP III	
Α.	Date received by Board of Education or Designee, 19	
B.	Disposition by Board	
	Signature	Date
C.	Position of Grievant and/or Association	
C.		Dete
	Signature	Date
	STEP_IV	
A.	Date submitted to Arbitration, 19	
В.	Disposition and Award of Arbitrator	
	Signature	Date

D.

Position of Grievant and/or Association

#### APPENDIX E: PERSONAL BUSINESS LEAVE FORM

Except in cases of emergency, please submit this form at least one (1) week prior to the intended leave date. Personal business leave may not be used on the work day immediately preceding or following a holiday, vacation period or during parent/teacher conferences except as determined by the Director of Personnel and Public Information.

NAME .		
	onth-Day-Year)	
This is to n	notify the Employ	yer that I will be absent from work for personal business reasons or (Month-Day-Year)
	Unit Member's	Signature
*****	******	****************
Date Receiv	ved	
Immediate	Supervisor	Signature
Send all co	ppies to the Pers	sonnel Office.
Copies wil	l be distributed	as follows:
Copies	White Pink Yellow	Building Principal's Office or Supervisor Personnel Office Payroll Department

Bargaining Unit Member

Gold

#### between the

#### OKEMOS BOARD OF EDUCATION

#### and the

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

WHEREAS the parties seek to accommodate part-time employment that is offered by an Employer 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 Employer provided:
  - a. The bargaining unit member submits written notification of the name and address of said Employer to the Director of Personnel and Public Information within five (5) work days of an offer of employment; and
  - b. Said Employer 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 Employer 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

#### between the

#### OKEMOS BOARD OF EDUCATION

#### and the

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

During the term of this Agreement, the Board of Edpilot program using interactive TV. However, prior Association and offer to bargain the impact of the implicollective bargaining agreement.	to its implementation, it shall contact the
For the Board of Education	Date
For the Association Date	

#### between the

#### OKEMOS BOARD OF EDUCATION

#### and the

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

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

#### between the

#### OKEMOS BOARD OF EDUCATION

#### and the

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

The parties to the Master Agreement agree that their respective bargaining teams will become a Joint Committee to study the current benefits contained in the insurance provisions of this Agreement with a goal to review ways to reduce costs of current programs or to study alternative benefits. Their study shall commence no later than February 1, 1997.

- The Joint Committee may use such existing resources as are necessary to complete the study. Administrative approval is necessary prior to the expenditure of funds by the Committee.
- 2. Prior to releasing any findings/recommendations attendant to the study, the parties will review MESSA rates to be effective July 1, 1998. The study shall be completed in writing no later than May 15, 1998.
- 3. The findings/recommendations of the study shall be presented to the respective ratifying bodies no later than May 30, 1998.
- 4. Should the findings/recommendations be ratified as provided herein, the open enrollment period shall be as mutually agreed for implementation in the 1998-99 school year.
- 5. Should the findings/recommendations be ratified and should said recommendations result in any cost savings which reduce the Board's 1997-98 costs for insurance benefits, the same shall be applied to the supplemental increase schedule contained herein.
- 6. Should the findings/recommendations of the study fail ratification, Section B.3. of Article 5.4 of the Master Agreement shall govern Plan A participants through the 1998-99 school year.

This Agreement shall expire concurrent with the	e expiration of the Master Agreement.
For the Board of Education	Date

Date

For the Association

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

The Association may elect to reopen salaries and insurance for the 1997-98 or the 1998-99 school year if the net increase in the per pupil foundation allowance, including any additional funding as a result of schools of choice, is more than three percent (3%) greater than that received in 1996-97 or the 1997-98 school year respectively; or, if the 1997-99 insurance premium for Plan A participants requires bargaining unit members to pay more than a 5% increase in monthly premium rates in either year over the monthly rate of the previous year.

The Board may elect to reopen salary and insurance for the 1997-98 or the 1998-99 school year if the net increase in the per pupil foundation allowance, including any additional funding as a result of schools of choice, is less than two percent (2%) greater than that received in the 1996-97 or the 1997-98 school year respectively; or, if the 1997-99 insurance premium for Plan A participants requires the Board to pay more than a 5% increase in monthly premium rates in either year over monthly rate of the previous year.

current with the expira	ation of the Master Agreement.
	Date
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## LETTER OF AGREEMENT between the OKEMOS BOARD OF EDUCATION and the INGHAM CLINTON EDUCATION ASSOCIATION, MEA/NEA

WHEREAS, bargaining unit members at the Chippewa and Kinawa middle schools have implemented a new educational program. It is agreed as follows:

For purposes of Section 5.1.E. of the Master Agreement, an Instructional Team Meeting (ITM) shall be considered a full period. Therefore, bargaining unit members who are assigned an ITM, whether employed on a full time or part-time basis, will be compensated for said period.

All bargaining unit members who are members of an Academic Team and teach a minimum of three (3) academic classes will have an ITM.

The ITM will be for the purposes of collaboration, planning and preparation among and between team members.

All bargaining unit members who are members of a Academic Team will also be assigned a Contact period.

The purposes of the Contact period are to provide academic and other support to students.

Teachers of electives and/or physical education as well as reading consultants, teacher consultants and counselors will not be members of an Academic Team.

In lieu of the Contact period, teachers of electives and/or physical education teachers as well as teacher consultants, reading consultants and counselors, will provide program support activities coincidental to the Contact period.

The instructional day will consist of seven (7) class periods each of which will be equal to forty-five (45) minutes and a Contact period equal to twenty (20) minutes.

Any bargaining unit member who applies for and is awarded a position at the Middle School(s) will by virtue of said application/acceptance be deemed to have agreed to the differences in the work day without additional compensation.

In the event of a split, academic assignment between the middle and high school levels, neither an ITM nor a Contact period will be assigned unless the assignment at the middle school level equals three (3) academic classes.

For the Board of Ed	ucation		Date	* 1
For the Association		_	Date	

#### between the

#### OKEMOS BOARD OF EDUCATION

#### and the

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

WHEREAS, Section 1284(1) of the School Code requires 990 hours of student instruction in the 1996-97 school year, the parties agree as follows subject to the provisions of 3.2 of the Master Agreement:

- 1. The instructional hours/minutes at the High School in the 1996-97 school year shall be 8:00 a.m. to 2:30 p.m. on full days of instruction and 8:00 a.m. to 11:00 a.m. on half days of instruction.
- 2. The instructional hours/minutes at the Middle Schools in the 1996-97 school year shall be 7:55 a.m. to 2:40 p.m. on full days of instruction and 7:55 a.m. to 11:15 a.m. on half days of instruction.
- 3. The instructional hours/minutes at the Grades 1-5 shall be 8:50 a.m. to 3:20 p.m. on full days of instruction and 8:50 a.m. to 12:05 p.m. on half days of instruction.
- 4. The instructional hours/minutes at the Kindergarten level shall be 8:50 a.m. to 11:40 a.m. and 12:30 p.m. to 3:20 p.m. on full days of instruction and 8:50 a.m. to 12:05 p.m. on half days of instruction.
- 5. The duty-free, uninterrupted lunch period at all levels remains unchanged.
- 6. Elementary Preparation/Planning/Conference time is subject to Article3.2 of the Master Agreement and is based upon the following: at least 100 minutes per week during student lunch break; at least 60 minutes per week for vocal music instruction; at least 60 minutes per week for physical education instruction; at least 45 minutes per week for art instruction; plus unassigned recess duty 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 Director of Human Resources.
- 7. 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

#### between the

#### OKEMOS BOARD OF EDUCATION

#### and the

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

WHEREAS Section 1284(1) of the School Code requires 1041 hours of student instruction in the 1997-98 school year and 1047 hours of student instruction in the 1998-99 school year. The parties agree as follows subject to the provisions of Section 3.2 of the Master Agreement:

- 1. The instructional hours/minutes at the High School in the 1997-98 and 1998-99 school years shall be 8:00 a.m. to 2:30 p.m. on full days of instruction and 8:00 a.m. to 11:00 a.m. on half days of instruction.
- 2. The instructional hours/minutes at the Middle Schools in the 1997-98 and 1998-99 school years shall be 7:55 a.m. to 2:40 p.m. on full days of instruction and 7:55 a.m. to 11:15 a.m. on half days of instruction.
- 3. The instructional hours/minutes at the Grades 1-5 shall be 8:40 a.m. to 3:30 p.m. on full days of instruction and 8:40 a.m. to 12:05 p.m. on half days of instruction.
- 4. The instructional hours/minutes at the Kindergarten levels shall be 8:40 a.m. to 11:40 a.m. and 12:30 p.m. to 3:30 p.m. on full days of instruction and 8:40 a.m. to 12:05 p.m. on half days of instruction.
- 5. The duty-free, uninterrupted lunch period at all levels remains unchanged.
- 6. Elementary Preparation/Planning/Conference time will continue as set forth in the Letter of Agreement for the 1996-97 school year.
- 7. 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	

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#### INGHAM CLINTON EDUCATION ASSOCIATION

Theodore B. Alicen Witness	ICEA Representative
Catherin J. ash	Tathy Should ICEA/OEA President
Mustine Vasher	Lean Cusuk Regotiator Representative
OKEMOS BOARD	OF EDUCATION
Cathern J. ash Witness	Deputy Superintendent



