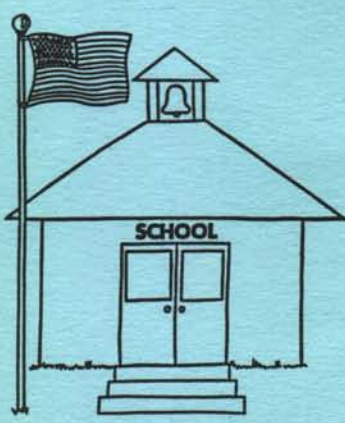


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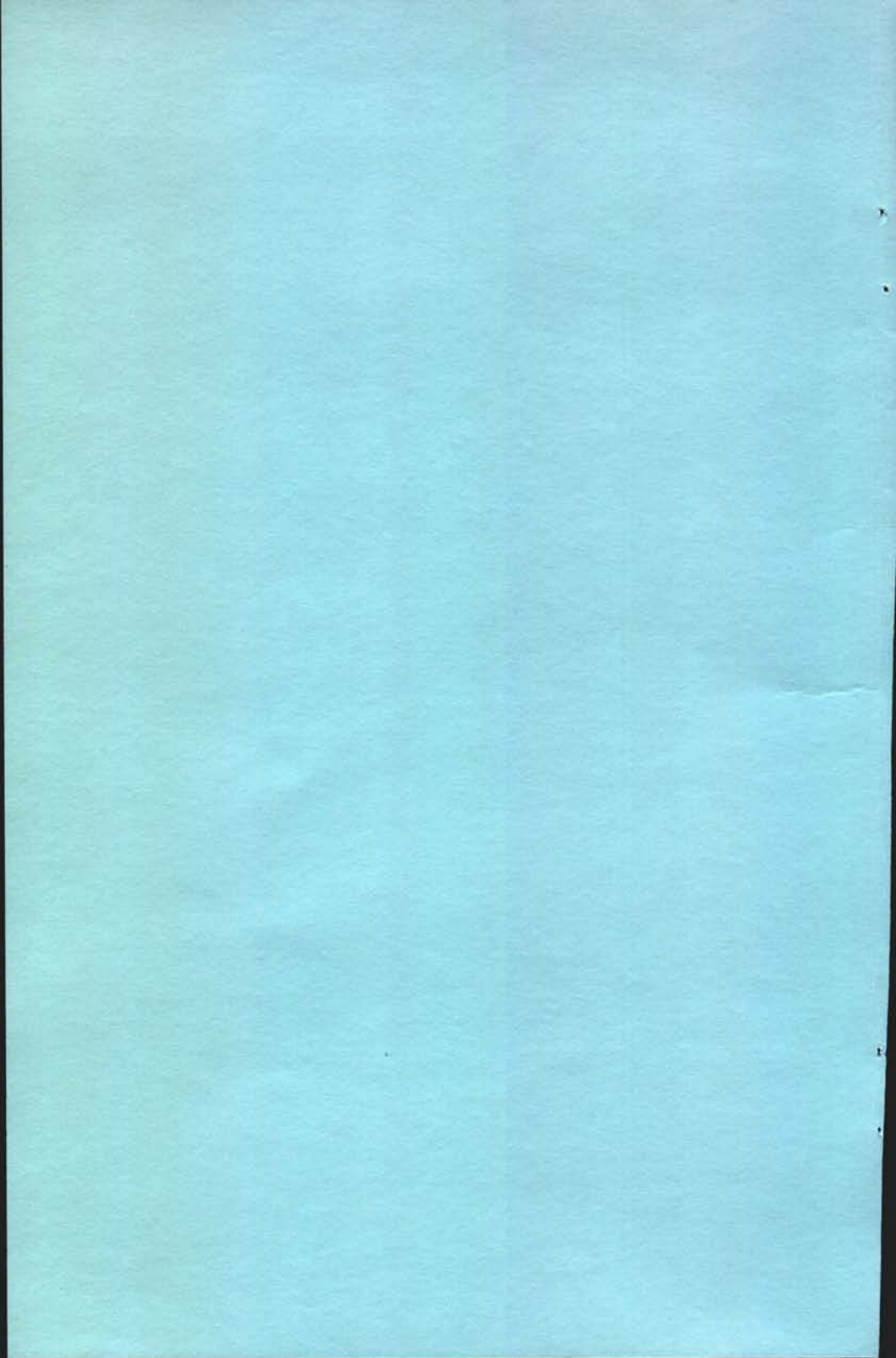
Agreement Between the
**Otsego Board of
Education**
and the
**Otsego Education
Association**

Otsego Public Schools



1993-94

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY



AGREEMENT

BETWEEN THE

OTSEGO BOARD
OF EDUCATION

and the

OTSEGO EDUCATION
ASSOCIATION

1993-94

Otsego Public Schools

1993-94

July 1993

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August
 30 First Day for Teachers
 31 First Day for Students

September
 6 Labor Day - Buildings Closed

November
 10 P/T Conf. 6:00 - 9:00 p.m.
 11 No Students
 P/T Conf. 8:00 - 11:30 a.m.
 1:00 - 4:30 p.m.
 6:00 - 9:00 p.m.

12 No Students or Teachers
 25 Thanksgiving Break - Buildings Closed
 26)

December
 17 Last Day before Christmas
 20 Christmas Break Begins
 24 Christmas Eve - Buildings Closed
 31 New Years Eve - Buildings Closed

January
 3 Return to School
 19) Exams - (All Students Half Days
 20) " (Teachers Whole Days
 21) "
 End of Semester

February
 21 Students Half Day in Morning
 Teachers' School Improvement in Afternoon
 28 Snow Day Make Up - No Students or Teachers

March
 28 P/T Conf. 6:00 - 9:00 p.m.
 30 P/T Conf. 6:00 - 9:00 p.m.

April
 1 No Students or Teachers - Buildings Closed
 4 Spring Break Begins
 11 Return to School

May
 30 Memorial Day - Buildings Closed

June
 7) Exams - (All Students Half Days
 8) " (Teachers Whole Days
 9) "
 Last Day of School for 1993-94 Year

TABLE OF CONTENTS

Article No.	Title	Page(s)
	Calendar	2
I	Recognition	6-8
II	Teacher & Association Rights & Responsibilities	8-10
III	Rights of the Board	10-11
IV	Professional Negotiations	11-12
V	Grievance Procedure	12-17
VI	Teaching Conditions	17
VII	Teaching Hours	18-19
VIII	Teaching Loads & Assignments	19-20
IX	Transfers	20-21
X	Vacancies & Promotions	21-22
XI	Absences	22-25
XII	Professional Leave	25
XIII	Extended Leaves	26-27
XIV	Teacher Protection	27-28
XV	Teacher Evaluation	28-29
XVI	Teacher Tenure	29
XVII	Retirement	29-31
XVIII	Seniority, Layoff, Recall	31-33
XIX	Professional Compensation	33-42
XX	Term of Contract	43
	Attachment A	44

This Agreement is made and entered into on this 9th day of November, 1993 by and between the Board of Education of Otsego Public Schools, Otsego, Michigan, (hereinafter referred to as the "Board") and the Otsego Education Association, (hereinafter referred to as the "Association").

It supersedes and cancels all previous agreements, verbal or written, or based on alleged practices, between the parties which are in conflict with the express terms of this Agreement. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

**ARTICLE I
RECOGNITION**

- A. The Board hereby recognizes the Otsego Education Association as the exclusive bargaining representative, as defined in Section II of Act 336, Public Acts of 1947, as amended, for all fully certified teaching personnel under individual contract with Otsego Public Schools as teaching personnel, but excluding teachers employed exclusively as substitute and/or evening and summer school teachers, nurses, teacher aides and further excluding all personnel having administrative or supervisory duties, and all other employees. The term "teacher" when used hereinafter in this Agreement shall refer to any employee represented by the Association, and references to male teachers will include female teachers. The term "Board" shall include its officers and agents. A teacher will be considered a probationary teacher only after their criminal record check has been cleared by the State.

The Association represents the probationary teacher in matters of wages, hours and working conditions. The Board reserves the right to assign or to reassign the probationary teacher as well as to evaluate or discipline him/her at its discretion. Whether to re-employ a probationary teacher or to place him/her on a third year of probation is a Board prerogative.

- B. The Board agrees not to negotiate with any organization other than that designated as the representative pursuant to Act 336, Public Acts of 1947, as amended, for the duration of this Agreement.
- C. The Board and Association mutually recognize the right of an individual teacher to join or to refrain from joining any teacher organization without fear of harassment from the Board, Association, or individuals represented by these parties.
- D. The Board agrees to deduct from the salaries of teachers regular membership dues for the Otsego Education Association (OEA), the Michigan Education Association (MEA), and the National Education Association (NEA), when voluntarily authorized in writing by each teacher desirous of having his/her dues deducted.

Individual authorization forms shall be furnished by the Association and, when executed, filed by it with the school Business Office.

Authorizations filed with the Business Office on or before the first Wednesday after Labor Day, shall become effective with the second pay check of the school year. Dues for any or all of the above organizations shall be deducted together, as one deduction in ten (10) equal installments from the second check on each calendar month, September

through June. Such authorization shall continue in effect unless on or before the Wednesday after Labor Day of any year, such authorization is formally revoked or changed by the teacher in writing and copies thereof are delivered to the Association and the Business Office.

Dues authorizations filed after the first Wednesday after Labor Day must be filed by the second Friday preceding any payday in order for dues to be deducted from that pay check. Dues will be deducted in equal installments from the second check of each calendar month.

The Association shall, on or before the first Wednesday after Labor Day, give written notification to the Business Office of its dues and those of the MEA and NEA which are to be deducted in that school year under such authorizations. The amount of the deductions for these dues shall not be subject to change during the school year.

Dues deducted shall be sent to the Treasurer of the Association promptly. The Association shall be responsible for disbursement of MEA and NEA dues paid to it to the treasurers of those organizations.

The right to refund to teachers monies deducted from their salaries under such authorizations shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of any dues deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction, and agrees to indemnify and hold harmless the Board for all sums improperly deducted and or remitted to it.

- E. The President of the Association or his/her appointed representative will meet with the Superintendent, as the President or the Superintendent deems desirable, to discuss matters of mutual concern along with any topics relating to the school system that either would like to discuss.
- F. All teachers except those employed prior to ratification of the 1977-78 Master Contract, as a condition of continued employment shall either
 - 1. Sign and deliver to the Board an assignment authorizing deduction of membership dues of the Association (including the National and Michigan Education Associations) and such authorization shall continue in effect from year to year unless revoked in writing between the months of June to September.

or

2. Cause to be paid to the Association a representation fee equivalent to the dues of the Association (including the National and Michigan Education Associations) within thirty (30) days after the commencement of employment. In the event the representation fee shall not be paid, the Board upon receiving a written and signed complaint from the Association indicating the teacher has failed to comply with this condition, the Board shall withhold monthly deductions September through June for the amount of the service fee as certified by the Association.

It is expressly understood that in the event the Board of Education shall hire a new teacher to replace a teacher under the terms of this Article, then and in that event, neither the Association nor the teacher shall have a right to withdraw said complaint, it being recognized by the Association and any teacher employed under the terms of this Contract that the Board has a reasonable right to proceed to replace a teacher against whom charges have been filed hereunder. The refusal of said teacher to contribute fairly to the cost of negotiations and administration of this and subsequent agreements is recognized as just and reasonable cause for the termination of employment by the Association and the Board of Education.

The Association will save the Board of Education harmless from any and all cost including witnesses and attorney fees, or other incidental cost of prosecution or defense, or any liability resulting from the prosecution, or defense of any action claimed or otherwise to which the Board of Education may be liable by virtue of enforcing the provisions of this Article.

ARTICLE II TEACHER AND ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. The teacher is reserved the right to communicate all complaints to the appropriate administrator at such time as they shall occur. It is the intent of the parties to encourage such dialogue outside the scope of the grievance procedure as set forth in this contract. The failure to reach a mutually satisfactory adjustment through this process of communication shall not itself be subject to the grievance procedure. However, the subject matter of the complaint or dispute may be processed as a grievance provided that the requirements of Article V of this Agreement are satisfied. Nothing in this section shall extend the time limit during which grievances must be filed.

- B. Each teacher shall have the right upon request to review the contents of his personnel file. A representative of the Association may, at the request of the teacher, accompany the teacher in this review. The review shall be made in the presence of the administrator responsible for the safekeeping of these files and shall take place in the office of that administrator.

Privileged information such as confidential credentials and related personal references normally sought at the time of employment are specifically exempt from review.

- C. A teacher may have a representative of the Association present when he/she is being disciplined or formally (in writing) reprimanded.

In case discipline or formal reprimand is to take place, the teacher shall receive at least a one (1) hour advance notice. It is the responsibility of the Association to provide representation if the teacher requests it of them.

In cases where the offense is of such nature that immediate suspension is necessary, the employer agrees to meet with the employee and the Association representative within two (2) school days of suspension, provided request for such meeting is made by the Association within one (1) school day of the suspension.

Adverse evaluation shall not be considered discipline or formal reprimand.

- D. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, and shall discharge their duties and responsibilities to said students and property according to the Michigan School Laws.
- E. When pertinent for negotiation purposes, the Board will provide at the request of the Association, available information concerning the budget, which has been submitted to and approved by the Board at a regular meeting or to another governmental agency, and factual information concerning the financial resources of the school district.
- F. When pertinent for the processing of grievances the Board will provide, at the request of the Association, such information as will be necessary for the Association to process these grievances with the exception of confidential files.
- G. To obtain the information as outlined in "E" and "F" above, the Association will be required to specify the information desired, and to give the purpose for which it is desired.

- H. The Association shall have the right to use school classrooms and cafeterias without charge for professional meetings during those times when the building is regularly covered by the custodial staff. Room clearance shall be made with the building principal involved and such meeting shall not interfere with regularly scheduled school activities or teacher responsibilities. Any extra maintenance or or service costs incurred by such meetings will be paid by the Association.
- I. Bulletin boards in rooms used as faculty rooms or lounges may be used in such ways as to avoid student involvement in organizational affairs and subject to the control of the building principal.
- J. Teacher mail boxes may be used in the respective buildings for Association correspondence.
- K. The Association shall have use of all equipment in teachers' lounges and/or the high school commercial room, providing equipment is not used during the school day for such purposes and is not removed from the room in which it is normally located. The Association agrees to reimburse the Board for any damage of equipment incurred through such use.
- L. The Association agrees to pay the school cost for all materials used for its purpose.
- M. Teachers are expected to dress appropriately as members of the teaching profession.
- N. Guidelines outlining supervising teacher rights and responsibilities will be provided each supervising teacher.
- O. Leave of absence with pay not to exceed a cumulative total of four days may be given the Association upon application, to participate in MEA sponsored activities as follows: To attend leadership workshops or to attend a representative's assembly. Application must be made with the administration at least one week in advance of the anticipated absence except in cases of emergency.

ARTICLE III RIGHTS OF THE BOARD

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of the school system and its properties and facilities
- B. To hire all employees and subject to the provisions of the law, to determine their qualifications, and the conditions for their continued employment or their dismissal or demotion and to promote and transfer all such employees
- C. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
- D. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.
- E. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in 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 and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of educational policy, the operation of the schools and the direction of the professional staff are vested exclusively in the Board or in the Superintendent when so delegated by the Board.

ARTICLE IV PROFESSIONAL NEGOTIATIONS

- A. This Agreement incorporated the entire understanding of the Board and Association on all issues which were or could have been the subject of negotiation. During the term of this Agreement neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- B. During negotiations the Board and the Association will present relevant data, exchange points of view and make proposals and counter proposals.

As of the time such information is made available to the Board, the Board will provide the Association with documents relating to budgeting proposals, requirements and allocations which are presented to and approved at any regular meeting of the full Board or to any other governmental body as requested. The Board will make available to the Association for inspection all pertinent records of the Otsego school system at the written request of the Association which request shall specify the records desired. Such records will be made available in the office of the Superintendent of Schools by the Superintendent or by his designated representative and will not be removed from that office.

- C. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties. Any clause in this Agreement may be reopened for negotiation upon mutual consent of both parties. A request for such negotiation if initiated by the Association shall be in writing to the Board, c/o the Superintendent of Schools. A request by the Board shall be in writing to the Association c/o the then-elected president of the Association. Either party shall reply to such request in writing within thirty (30) days of the date such a request is received by the agent indicated above. Nothing herein obligates either party to agree to reopen negotiations during the period of this Agreement.
- D. 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.
- E. Every effort will be made to avoid the involvement of students in all phases of the negotiating process.

ARTICLE V GRIEVANCE PROCEDURE

- A. A grievance shall be an alleged violation of the expressed terms of this Contract.
- B. The Association shall designate one (1) representative from each school: Alamo Elementary, Allegan Street Elementary, Dix Street Elementary, High School and Middle School, to handle grievances when requested by the grievant. In addition, the Association shall designate one (1) alternate representative from each of the above schools to serve as representative in the absence of the representative.

The Board hereby designates the Principal of each building or his/her designee to act as its representative at Level One as hereinafter described, and the Superintendent or his/her designated representative to act at Level Two as hereinafter described.

- C. The term "days" as used herein shall mean days in which school is in session except grievances filed near the end of the school year in which case "days" shall mean calendar days, excluding Saturdays, Sundays and holidays.
- D. The number of days indicated at each level may be waived by mutual written consent of the Board representative and the grievant.
- E. The following matter shall not be the basis of any grievance filed under the procedure outlined in this Article:

Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teacher Tenure Act (Act 4 of Public Acts, Extra Session, of 1937 of Michigan, as amended).

- F. All grievance procedures and investigations by the Association will be processed during times which do not interfere with assigned duties.
- G. Any individual teacher at any time may present grievances to his employer and have the grievances adjusted without intervention of the Association representative, if the adjustment is not inconsistent with the terms of the Contract or Agreement then in effect and if the Association representative has not been denied the opportunity to be present at such adjustment.
- H. A grievance may be filed by the President of the Association when it is felt that an alleged violation has occurred that affects the Association. This type of grievance will begin at Level One.
- I. Back pay adjustments where applicable will be limited to the date the grievance was filed in writing, and to the amount actually lost, with deduction of all sums earned during the back pay period. The Board will have no liability for any special compensation claims.
- J. The sole remedy available to any teacher for any alleged breach of this Agreement or any alleged violation of his rights here under will be pursuant to the grievance procedure; provided, however, that nothing contained herein will deprive any teacher of any legal right which he presently has, provided that if a teacher elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.

- K. In the course of investigation of any grievance, representatives of the Association will report to the principal of the building being visited and state the purpose of the visit immediately upon arrival.
- L. Every effort will be made to avoid the involvement of students in all phases of the grievance procedure.
- M. The written grievance shall be on a form prepared and supplied by the Board which will provide for the following:
 - 1. It shall be signed and dated by the grievant or grievants;
 - 2. It shall be specific;
 - 3. It shall contain a synopsis of the facts giving rise to the alleged violation;
 - 4. It shall be specific as to the Article, Section, or Sub-sections, of the contract alleged to have been violated;
 - 5. It shall contain the date of the alleged violation;
 - 6. It shall specify the relief requested.

If a teacher does not file a grievance in writing with the principal within fourteen (14) days of the alleged occurrence, or within fourteen (14) days of the time that the grievant should have become aware of the alleged occurrence, then the grievance shall be considered as waived.

- N. Level One: A teacher believing himself wronged by an alleged violation of the express provisions of this Contract, shall within seven (7) days of the time that the teacher should have become aware of the alleged occurrence, orally discuss the matter with the building principal in an attempt to resolve same. If no resolution is obtained within three (3) days of the discussion, the teacher shall reduce the matter to writing (a written grievance) and proceed within seven (7) days of said discussion to Level Two.
- O. Level Two: A copy of the written grievance shall be filed with the Superintendent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association. Within ten (10) days of receipt of the grievance, the Superintendent or his designated representative shall have arranged a meeting with the grievant and/or the designated Association representative at the option of the grievant to discuss the grievance. Within ten (10) days of the discussion the Superintendent

or his designated representative shall render his decision in writing, transmitting a copy of the same to the grievant, the Association secretary, the building principal in which the grievance arose, and place a copy of same in a permanent file in the office of the Superintendent.

If no decision is rendered within ten (10) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant may appeal same to the Board of Education by filing a written grievance along with the decision of the Superintendent or his designated representative with the Secretary of the Board not less than seven (7) days prior to the next regularly scheduled Board meeting.

P. **Level Three:** Upon proper application as specified in Level Two, the Board shall allow the teacher or his Association representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within one month from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings therein, may designate one or more of its members to hold future hearings therein or otherwise investigate the grievance, provided however, that in no event except with express written consent of the Association shall final determination of the grievance be made by the Board more than one month after the initial hearing.

If a grievance remains unsettled after processing as per item "P" above, it may be submitted to arbitration by either the Board or the Association under the following conditions:

1. The matter to be arbitrated must concern the application or interpretation of this agreement, either as to the meaning of its terms or as to the rights of either party under these terms.
2. The party that chooses to submit any unsettled grievance to arbitration must notify the other party in writing within ten (10) school days of the conclusion of item "P" of the grievance procedure except that either party may request in writing an extension of time to notify, but in no event shall such time limit be extended beyond fifteen (15) school days after the conclusion of item "P" of the grievance procedure. Such notification shall identify the grievance and the issue and shall state what part or parts of the contract is, or are involved. Any grievance not submitted to arbitration within the time herein provided shall be deemed withdrawn.

3. Within five (5) school days after receipt of such written notice, provided for in paragraph two (2) above, the Board and the Association shall attempt to select a single arbitrator acceptable to both parties.
4. If an agreement on the selection of an arbitrator cannot be reached within five (5) school days after such notice, then the party initiating the arbitration shall request the American Arbitration Association to furnish both parties with the names of potential arbitrators.

The arbitrators shall be selected according to procedures specified in the rules of the American Arbitration Association.

5. The arbitrator may interpret his agreement and apply it to the particular cases submitted to him; but he shall, however, have no authority to add to, subtract from, or in any way modify the terms of this agreement; nor shall he have any authority to limit or change any policies, practices or rules, except as they involve an application of this agreement; nor shall he have any authority to formulate or add any policies, practices or rules, except as they involve an application of this agreement; nor shall he have any authority to formulate or add any new policies or rules; nor substitute his discretion for the Board's discretion in cases where the Board is given discretion by this Agreement.
6. At the time of the arbitration hearing either party shall have the right to examine and cross-examine witnesses and to make a written record of the proceedings.
7. Claims for back wages by a teacher covered by this agreement or by the Association shall be limited to the date the grievance was filed in writing.
8. No claim for back wages shall exceed the amount of wages earned by the teacher covered by this agreement.
9. All costs incurred in connection with the preparation and presentation of each case shall be paid by the party incurring such costs. The expenses of each witnesses and the compensation of any witness for either party shall be paid by the party producing such witness.
10. The arbitrator's fees and expenses shall be borne equally between the Association and the Board.

11. No decision of an arbitrator or of the Board in one case shall create a basis for retroactive adjustment in any other case.
12. A case on which an arbitrator has been given authority to rule shall not be withdrawn except by mutual consent of the parties to this agreement.
13. The decision of the arbitrator shall be final and binding upon the Board, the Association and the teacher or teachers involved unless the arbitrator's decision is in conflict with the laws of the State of Michigan.

**ARTICLE VI
TEACHING CONDITIONS**

- A. The parties recognize that optimum school facilities for both student and teacher are desirable to ensure the high quality of education that is the goal of both the Board and the Association. It is also acknowledged that the primary duty and responsibility of the teacher is to teach, and that the organization of the school and the school day should be directed toward ensuring that the energy of the teacher is primarily utilized to this end.

Because the pupil-teacher ratio is an important aspect of an effective educational program the Board agrees to continue its effort to keep class sizes at an acceptable and balanced number as dictated by the financial condition of the District, the building facilities available, and the best interests of the District as deemed administratively feasible.

The Board agrees to strive to follow the class size guidelines as outlined below:

Elementary Education	(K-2)	25	(3-5)	28
Middle School	Current North Central Standards			
High School	Current North Central Standards			

The Board agrees to strive to assign students who are identified as emotionally impaired, mentally impaired or learning disabled to teachers' classes on a proportionate basis within the parameters of scheduling. This provision shall not prevent teachers who volunteer to work professionally with such students from having a disproportionate number of such students in their classrooms.

- B. The Board will continue its efforts to keep the schools reasonably and properly equipped and maintained.

**ARTICLE VII
TEACHING HOURS**

- A. Middle School and High School teachers shall be in their assigned buildings, available for duty, thirty (30) minutes prior to the start of their school day, and shall be in their assigned buildings, available for duty, until thirty (30) minutes after their pupils have been dismissed for the day. It shall be the teacher's responsibility to advise the principal of his or her tardiness.

Elementary teachers shall be in their assigned buildings forty five (45) minutes prior to the start of their school day, of which the last fifteen (15) minutes they shall be available for duty, and shall also be in their assigned buildings, available for duty, until fifteen (15) minutes after their pupils have been dismissed for the day. It shall be the teacher's responsibility to advise the principal of his or her tardiness.

- B. Nothing herein shall prevent the administration from allowing a teacher to leave early in the event of an emergency or excusing a teacher's tardiness without penalty in the event of an emergency.
- C. All teachers will have a duty-free lunch period except in emergency situations of short duration or when problems connected with inclement weather arise.
- D. Elementary teachers, grades 1-6 (or grades 1-5 when there is a middle school program), will have duty-free recess periods except in emergency situations of short duration or when problems connected with inclement weather arise.
- E. Attendance at professional staff meetings after school hours is mandatory for all teachers when such meetings are scheduled by the Board or Administration. Normally, these meetings will be held on a predetermined weekday to be established at the beginning of the school year.

The Board and Administration, whenever possible, shall seek to limit meetings involving a total building faculty and extending beyond the normal school day to not more than two per month and not more than one hour in duration.

All teachers should serve on a committee working to improve the school program. The Board and Administration shall strive to make such committee assignments on a proportional basis among teachers. This shall not prevent a teacher from volunteering for a disproportional number of committees. The Board and Administration also recognize the

need to keep the number of school improvement and similar committees at a reasonable number and will strive to do so.

- F. Scheduled days of student instruction which are not held because of conditions not within the control of school authorities, such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions as defined by city, county, or state health authorities will be rescheduled for which such rescheduling is required by the State for full State Aid and to insure that the district will incur no loss of state membership aid.

Teachers will receive their regular pay for days that are canceled and shall not be required to report for work on such days but shall work on the rescheduled days with no additional compensation. Rescheduling shall be accomplished as specified in the calendars included within this agreement.

ARTICLE VIII TEACHING LOADS & ASSIGNMENTS

- A. Normally, assignments shall be made within the areas of teacher competence, teaching certificate, and their major or minor fields of study, except temporarily and/or for good cause.
- B. The term "preparation period" shall be construed to include the use of this period for purposes associated with teaching responsibilities when deemed necessary in the judgement of the principal.
- C. The normal weekly teaching load assigned to all classroom teachers, grades K-12, including teacher period and homerooms assigned, will not total more than twenty-five (25) clock hours per week. Each teacher, grades 7-12 and 6th grade if in the Middle School, will have one planning period daily, equal in length to one teaching period. Teachers in grades 9-12 will not be assigned more than five (5) teaching periods per day. Teachers in grades 7 and 8 (and 6th grade if in the Middle School) will not be assigned more than six (6) teaching periods per day. The administrative staff will strive to schedule teacher prep time daily during the student attendance hours.
- D. If a middle or senior high school teacher is assigned to teach a class during his/her preparation period on a full time basis, he/she will receive additional compensation on a prorated basis of his/her salary. If assigned on a daily substitute basis, he/she will be compensated in the amount of \$11.50 for each preparation period during which he/she teaches.

- E. Teachers of all grades are assigned to corridor supervision during student passing time between classes or as deemed necessary by the principal. Teachers assigned to corridor supervision during final exams shall normally be allowed to work at a desk at their station, when feasible.
- F. Normally, teachers of secondary grades (grades 7-12 and 6th grade if in Middle School) will not be assigned more than three different subject matter preparations.
- G. Teachers, other than newly appointed teachers, will be notified of their tentative program for the coming school year as soon as practicable and under normal circumstances no later than June 1.
- H. Teachers shall be expected to assume reasonable duties normally associated with the teaching profession, when assigned, which are not part of the extra pay for extra duty policy. During the first week of each school year an activity roster of usual activities for each high school class will be posted in the high school. Teachers who are class advisors may indicate their interest in working for particular activities of the class they advise.

Prior to making assignments to these duties, the District shall review the names on the volunteer list and whenever possible assign these duties consistent with the duties of assignments such as class sponsor, weekend assignments shall be assigned on a proportional basis among teachers unless otherwise agreed on a voluntary basis. It is the intent of the O.E.A. that teachers shall continue to participate on a voluntary basis in regular student activities. However, teachers assigned to duties for fund raising activities shall be paid at the rate of \$13.50 per event.

ARTICLE IX TRANSFERS

- A. The Board and Association recognize that changes in grade assignments in the elementary schools, changes in subject assignments in the secondary school grades, and transfers between schools will sometimes be necessary and desirable in the best interests of pupils and teachers.
- B. While the right of determination to transfer a teacher in accordance with the criteria in Section C below is vested in the Board, the Board will not, in any case, transfer a teacher without prior discussion with said teacher.
- C. Transfers should be on a voluntary basis. If there are no volunteers and a transfer is necessary, the appropriately certified and qualified teacher with the lowest seniority will be transferred. Qualification for a position shall hereinafter be determined by using the following criteria:

1. North Central requirements,
 2. Previous successful experience in grade level or subject matter (i.e., recency and number of years),
 3. Additional courses taken relating to the position.
 4. Appropriate travel/work experience.
- D. It is understood that the Otsego Board of Education does not grant tenure in position or in teaching assignments.
- E. Notice of transfer will be given to the teacher as soon as practicable and under normal circumstances no later than the end of the semester preceding the effective date of the transfer.
- F. Teachers desiring a transfer will submit a written request to the Superintendent stating the assignment preferred. Such requests must be submitted in writing between September 15 and June 1 of each school year to be considered for the next school year. Requests must be renewed each year. All requests will be acknowledged in writing.

**ARTICLE X
VACANCIES & PROMOTIONS**

- A. A teacher may apply for any position at any time. Such application should be in writing, addressed to the Superintendent of Schools. Applications will be considered should such vacancy occur, either during the school year or during the summer. This application shall be renewed annually.
- B. In filling a vacancy within the bargaining unit, the Board will fill the position with the appropriately certified and qualified highest seniority teacher who applied for the position.
- C. Paragraphs "A" and "B" above apply to summer school vacancies as well as to vacancies in regular school year assignments.
- D. In filling vacancies in administrative positions the Board shall consider the professional qualifications, background, attainments, and other relevant factors, including service in the school district, of all applicants from within the school district, as well as applicants from outside the school district. The parties recognize, however, that the filling of vacancies at the supervisory and administrative levels and the filling of newly created supervisory and administrative positions is a prerogative of

the Board, and the decision of the Board with respect to such matters shall be final.

- E. If a teacher is promoted or assigned to a supervisory or administrative position and is subsequently returned to a position in the bargaining unit, he will upon his return be restored to the contract rights which he would have achieved if he had remained in the bargaining unit providing he has been continuously in the employ of the Board.
- F. Teachers will be notified through administrative bulletin when an opening in the system occurs. During the school year, this bulletin will be placed in each building representative's mail box and posted on the Association bulletin board. When school is not in session, the bulletin will be included with each teacher's paycheck. A teacher interested in any such position shall be expected to make application immediately, or within seven (7) days of the date of distribution. Any deviation from this procedure must be approved by the Association President or any designated representative.
- G. For the purposes of this article, vacancies are defined as a position that is known to require the services of a teacher for 60 or more consecutive work days. If a vacancy occurs during the regular school year, the Administration can fill that vacancy on a temporary basis from the certified and qualified teachers on layoff; or if none are on layoff, then by certified and qualified teachers available for employment. Such positions will subsequently be posted as a vacancy at the close of that school year.

ARTICLE XI A B S E N C E S

- A. The computation of a teacher's daily wage will be based on the number of teacher days plus five (5) holidays in a given year, being divided into the salary of the teacher. The five (5) holidays shall be Labor Day, Thanksgiving Day, Christmas Day, New Year's Day and Memorial Day.
- B. All teachers regularly employed by the District who are absent from duty because of personal illness shall be allowed sick leave at the rate of five (5) days per semester of service. Sick leave accumulation shall be limited to 160 days. See Article XVII.B. for retirement incentive.

The teacher may at any reasonable time learn the number of sick leave days he has accumulated by contacting the Business Office.

Proper notification shall be given the principal. Proof of illness signed by a physician may be required at any time.

In the event of absence of a teacher for illness in excess of five (5) consecutive working days, the Board may, at its expense require an examination by an independent physician.

C. Upon recommendation of the Superintendent, the Board may, at Board expense, require a teacher to submit a physical or mental examination by appropriate specialist to determine whether involuntary sick leave is warranted.

D. Personal Business Day:

One day a year will be granted for personal business under the following conditions:

1. In applying for such days it is understood that the teacher is verifying proper use of such days.
2. Such days are to be used only for events that cannot normally and reasonably be attended to at a time when school is not in session.
3. Such days will not be used for recreational purposes, other employment or for seeking other employment except in unique and/or extenuating circumstances, with special prior approval by the Superintendent.
4. Such days are not normally granted for the day preceding or the day following holidays or vacations, and the first and last day of a semester. The Superintendent of Schools may grant a Personal Business Day for one of these days.
5. Such days shall be requested one week in advance, except in cases of emergency, or number (3) above.
6. The day shall be deducted from the teacher's accumulated sick leave unless the teacher has no accumulated sick leave, in which case the daily substitute rate shall be deducted from his/her pay.

The Board shall not be required to grant personal business day leave on any one day to more than 10% of the teachers from any one building. If leaves are to be denied because more than 10% of a building's teachers requested a leave on the same day, these denials shall be in inverse order of receipt.

A second day may be approved by the Superintendent upon application in accordance with this Article. Such application shall state the general reason for the leave.

The day shall be deducted from the teacher's accumulated sick leave unless the teacher has no accumulated sick leave, in which case the daily substitute rate shall be deducted from his/her pay.

- E. Any teacher who is absent because of an injury or disease compensated under the Michigan Workmen's Compensation law shall receive from the Board the difference between the Workmen's Compensation payment prescribed by law and his regular salary, to the extent and until such time as such teacher shall have used up any so called "sick pay" provided herein.
- F. Up to five (5) days per occurrence of the accumulated sick leave allowance may be used for a death in the immediate family, unless the teacher has no sick leave or personal business days in which case the substitute rate shall be deducted from his/her pay. The immediate family shall include father, mother, step-father, step-mother, spouse, children, step-children, grandparents, father-in-law, mother-in-law, brother and sister. Up to two (2) additional days a year of the accumulated sick leave allowance may be used for a death of a spouse or child.

Other bereavement leave may be approved by the Superintendent and the days shall be deducted from the teacher's accumulated sick leave unless the teacher does not have any accumulated sick leave days in which case the daily substitute rate will be deducted from his/her pay.

- G. Up to seven (7) days a year of the accumulated sick leave allowance may be used for critical illness in the immediate family. The immediate family shall include father, mother, step-father, step-mother, spouse, children, step-children, grandparents, father-in-law, mother-in-law, brothers and sisters. A doctor's slip may be required. Other critical illness leave may be approved by the Superintendent and the days shall be deducted from the teacher's accumulated sick leave unless the teacher does not have any accumulated sick leave days in which case the daily substitute rate will be deducted from his/her pay.
- H. A leave of absence may be granted a teacher called for jury service. The Board shall pay an amount equal to the difference between the teacher's daily salary and the daily jury duty fee paid by the court (not including travel allowances or reimbursement of expenses) for each day on which the teacher reports for or performs jury duty and on which he otherwise would have been scheduled to work, provided that if the teacher is teaching subject matter such that qualified substitutes are difficult to find, he/she shall cooperate with the administration in seeking to be excused from such service.

- I. A leave of absence with pay may be granted for time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system, if the teacher is required by law to attend.
- J. Teachers will recognize that allowable days absence with pay is a convenience to them only when necessary and not as days to which they are entitled, and will use only for the purpose intended.
- K. Half days of absence will be counted as one-half days except when a half day of pupil attendance is counted as a full day of attendance. Any portion of a day up to one half day will be considered one half sick leave day. Any portion of a day over one half day will be considered one full day of absence.
- L. When teacher absenteeism is caused by an injury compensable through an employer other than Otsego Public Schools, sick leave or other benefits will not be provided by the District.

**ARTICLE XII
PROFESSIONAL LEAVE**

- A. Teachers may be granted a leave of absence not to exceed two days a year for Administration approved meetings, clinics, workshops, and curriculum studies or other conferences of an educational nature. The number of teachers allowed to leave at any one time will be within the discretion of the Administration.

The registration fee for such conferences shall be paid by the District. Other expenses incurred such as transportation, meals, and lodging will be reimbursed to the teacher up to a total of \$85 per day and \$170 per year. Approved conferences attended on the teacher's own time will not be counted toward the two days allowed each year, but expenses reimbursed will be counted toward the annual limit.

- B. Written applications for professional leave and reimbursement are to be submitted to the Administration for approval at least one week in advance.
- C. Conferences attended by the teacher at the request of the Board and/or the Administration will not be charged against the allowable total.
- D. Half days of absence will be counted as one-half days except when a half day of pupil attendance is counted as a full day of attendance.

**ARTICLE XIII
EXTENDED LEAVES**

- A. Unless otherwise indicated, the following conditions shall apply to all extended leaves of absence:
1. Requests for leaves shall be in writing and must be received by the Superintendent not later than four (4) calendar months before the requested leave is anticipated to begin. An exception to this time limit may be allowed by the Board in the event of an emergency.
 2. Eligibility shall be based on a minimum of two (2) years continuous employment in the district.
 3. All extended leaves shall be limited up to one year. Further extensions may be granted by the Board.
 4. Salary increment shall not accrue.
 5. Sick leave days shall not accrue but unused sick leave days held at the start of the leave shall be reinstated.
 6. Upon the Board's approval of a teacher's application for an extended leave, the Board shall also establish the beginning date of the leave and its duration.
 7. Written notice of intention to either return or resign from extended leave shall be given to the Superintendent of Schools by March 1 of the year in which the leave expires, or sixty (60) days prior to the leave's termination date, whichever is sooner. Failure to comply with the above paragraph shall be interpreted as job abandonment and termination of employment.
 8. Re-employment will be to a position for which the returning teacher is qualified and certified to teach. If no vacancy exists, the Board reserves the right to implement the layoff procedure.
- B. Any teacher whose personal illness extends beyond the period compensated may be granted a leave of absence without pay or increment for such time as is necessary for complete recovery up to a maximum of one year. Further extensions may be granted at the will of the Board.
- C. A leave of absence for up to one year may be granted without pay for study related to the teacher's licensed field or his professional growth.

- D. A leave of absence may be granted, without pay, for the purpose of infant care or maternity.
- E. A leave of absence shall be granted a tenure teacher who is inducted or enlists for one period of enlistment in any branch of the Armed Forces of the United States. Reinstatement upon completion of such service shall be in accordance with Act 145 of 1943, as amended, the same being 388.421 of the General School Laws of Michigan, and other applicable laws of the United States. Regular salary increments shall accrue to a maximum of two (2) years.
- F. Pursuant to the Family and Medical Leave Act of 1993, an employee who has been employed at least twelve months and worked at least 1,250 hours during the prior twelve month period is entitled to twelve work weeks of leave during any twelve month period without pay but with group health coverage maintained for one or more of the following reasons:
1. Due to the birth of the employee's child in order to care for the child;
 2. Due to the placement of a child with the employee for adoption or foster care;
 3. To care for the employee's spouse, child, or parent who has a serious health condition; or
 4. Due to a serious health condition that renders the employee incapable of performing the functions of his or her job.

A serious health condition is defined by the law as an illness, injury, impairment, or physical or mental condition that involves (1) inpatient care in a hospital, hospice, or residential medical care facility or (2) continuing treatment by a health care provider. Other conditions of the Family and Medical Leave Act shall apply to leaves in this section.

ARTICLE XIV TEACHER PROTECTION

- A. The Board recognizes its responsibility to continue to give administrative backing and support to its teachers, although each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom. The teachers recognize that all disciplinary actions and methods invoked by them shall be reasonable and just, and in accordance with established Board policy. It shall be the responsibility of the teacher to report to his principal the name of any student who in the opinion of the teacher, needs particular assistance from skilled personnel. The

teacher shall, upon request, be advised by the principal of the disposition of the teacher's report that a particular student needs such assistance.

- B. Any case of assault upon a teacher which has its inception in a school-centered problem shall be reported immediately and confirmed promptly in writing to the Superintendent or his designated representative. In the event of such an assault, the teacher involved may request assistance of the Board in such matter. These requests shall be made to the Superintendent who shall make a determination as to whether the conduct of the teacher making such request justifies any assistance from the Board, and the extent thereof.
- C. Complaints directed toward a teacher will be called to the teacher's attention if considered serious by the appropriate administrator. No notice thereof shall be written into the teacher's personnel file, nor will it be used as a basis for reprimanding a teacher unless such a complaint is first called to the teacher's attention.
- D. Teachers shall be expected to exercise reasonable care with respect to the safety of the pupils and property of pupils and the school district, but shall not be responsible for loss or damage to any such property when such loss or damage is not the fault of the teacher. The Board shall provide comprehensive liability insurance protection for all teachers in its employ with limits of a minimum of \$250,000 for a single injury, \$500,000 for single occurrence, and \$50,000 for the property of third parties, against damage arising out of the negligence of any teacher while acting within the scope of his duties as such, subject to the exclusions contained in such policy. The Board shall continue to carry Workmen's Compensation insurance coverage for all teachers in the manner required by the laws of Michigan. Insurance carriers are to be selected by the Board.

ARTICLE XV

TEACHER EVALUATION

- A. Probationary teachers will be evaluated at least two (2) times during each year and at least one formal evaluation of tenure teachers will take place every two years at a time and date mutually agreed upon, others may be at any time. Within the first month of the school year the administration will supply the criteria upon which evaluations are based. Due process procedures will be followed in the process of all teacher evaluations.
- B. Coaches will be evaluated in writing once during or immediately following their first year in a coaching assignment. Coaches will be evaluated at least once every two years thereafter in the same assignment.

The Athletic Board will recommend to the Board an evaluation program based on district goals and objectives as they pertain to Athletic Programs.

- C. A written report shall be completed and signed by the Administration and the teacher. A copy of the report shall be given to the teacher upon request. A teacher may submit his own evaluation if he does not agree with the Administrator's evaluation. Both evaluations are to be placed in the teacher's personnel file. It shall be expressly understood that an adverse evaluation shall not be subject to the grievance procedure.

ARTICLE XVI TEACHER TENURE

- A. Teacher tenure as enacted in the State of Michigan through Act No. 4 of the Public Acts of the Extra Session of 1937, as amended, through the Regular Session of 1966 is recognized by the Board and Association. The provision of that Act and any future amendments enacted by the State Legislature shall constitute the Tenure Agreement between the parties.

ARTICLE XVII RETIREMENT

- A. For the purpose of this policy, the school year commences on the first day teachers report to school in the fall and ends with the first day they report the following fall.
- B. Upon retirement, the Otsego Public Schools shall pay \$20 per day of unused sick leave days up to 200 days maximum provided:
 - 1. The employee has a minimum of ten (10) years of teaching service with the Otsego Public School District and has attained the age of fifty-five (55) years prior to severing employment;
or
 - 2. The employee has twenty (20) years of service with the Otsego Public School District prior to retirement.
- C. Early Retirement Incentive:

Guidelines:
 - 1. The Early Retirement Incentive payouts will be limited to a maximum of three (3) years; and

2. The payout must reflect a minimum of fifteen (15%) savings to the Board per year; and
3. Once the option of Early Retirement Incentive has been taken, it is understood that the individual no longer has seniority or recall rights.

Eligibility:

In order to be eligible for Early Retirement Incentive applicants must:

1. Have at least fifteen (15) years teaching experience for which credit has been granted by the Board, the last ten (10) of which have been in the employ of the Board; and
2. Be at least fifty (50) years of age at the beginning of the school year in which he or she first participates in the program; and
3. Be no older than sixty-four (64) years of age as of June 30 of the year in which he or she applies for participation in the program; and
4. Have applied to the Superintendent, in writing, for participation in the program prior to April 1 of the calendar year of retirement. In the event of unforeseen retirement, the Superintendent may waive the April 1 notification date.

Purpose:

The intent of this retirement incentive plan is two fold: (1) to provide Otsego Public Schools financial savings resulting from voluntary staff attrition, and (2) to provide any employee who elects to retire early with some extra financial benefits.

Benefits:

Ages by June 30:

50-53	- \$4,500
54	- 5,500
55	- 6,500
56	- 5,500
57	- 4,500
58	- 3,000
over 58	- 3,000

In situations whereby the best interests of the employee and the District can be served, the Board and the Union may establish an incentive payment in excess of the above terms, on an individual basis.

Limitations:

An employee participating in the Retirement Incentive Program cannot qualify for the following:

- A. Long Term Disability
- B. Unemployment Compensation
- C. Worker's Compensation

Method of Payment:

The Early Retirement Incentive payouts will be limited to a maximum of three (3) years at the employee's option.

- D. Any bargaining unit member, regardless of age, with no more than 29 years of service but not less than 25 years of service may opt to retire with an aggregate benefit of \$16,000. This figure is inclusive of all retirement monies (Section A, B and C above). Application or notification must be in accordance with Paragraph C.4 above.

**ARTICLE XVIII
SENIORITY, LAYOFF & RECALL**

A. Seniority

- 1. The term seniority shall be defined as the length of continuous employment with Otsego Public Schools. Any teacher who is granted Tenure shall have seniority from the last date of hire. The date of hire is the date that person was approved for employment by action of the Otsego Board of Education. Any teacher hired after August 29, 1983, who is granted Tenure shall have seniority from the first day of work within the bargaining unit.
- 2. New teachers hired shall be considered as probationary employees as prescribed by the Tenure Act. Probationary teachers shall not have seniority.

3. When a layoff, transfer or filling of a vacancy affects two or more teachers having the same seniority date, all individuals so affected will participate in a drawing to determine placement on the seniority list. That ranking will not be altered unless another teacher becomes a member of that same group as a result of a layoff or leave in which case a new drawing will be held if necessary.
4. Credit given for teaching experience in other school districts shall not be considered for the purpose of accumulating seniority, but shall serve to reduce the probationary period in accordance with provisions of the Tenure Act. No seniority shall be gained or lost by a teacher while on leave of absence or layoff.
5. The District shall upon an annual written request of the Association President provide the Association with a current seniority list of employees including areas of certification in accordance with subsections (1) and (3) above.

B. Reduction of Personnel - Layoff

In order to promote an orderly reduction in personnel when the Board of Education deems it necessary to reduce or curtail the educational program, curriculum, or staff, the following procedure will be used:

1. Probationary employees will be laid off first where any teacher who has acquired seniority and whose position has been curtailed is certified and qualified to perform the services of the probationary teacher.
2. During the necessary reduction of teachers the Board shall implement such transfer and reassignment of certified and qualified teachers necessary to ensure that the reduction occurs in strict accordance to seniority with the least senior certified and qualified teachers in the district being reduced. It is expressly understood that the Association shall have the right to review the layoff list prior to notification of the individuals to be laid off.
3. Teachers who are laid off during a contract year shall be considered as having completed the contract year for purposes of placement on the salary schedule if employed for more than one-half of the school year, otherwise such teachers shall remain on the same salary step.
4. The Board shall endeavor to give forty-five (45) calendar days' notice of layoff to the individual involved, and in any event, thirty (30) calendar days' notice shall be given except in cases of emergency.

5. It is further agreed that any layoff pursuant to this Article shall automatically terminate the individual employment contract of all laid off teachers and shall suspend for the duration of the layoff, the Board's obligation to pay salary or fringe benefits and any laid off teacher's individual or supplemental employment contract as well as all benefits under this collective bargaining agreement. However, for teachers who have worked at least one semester of the school year in which the layoff occurs, the Board shall continue making contributions toward said teacher's insurance premiums as provided by Article XIX herein to the extent of the teacher's prorated portion of his or her work year which has been worked.

C. Recall

1. Tenured teachers shall be recalled to employment in inverse order of layoff for new positions opening as determined by the programs offered by the Board, for which they are certified and qualified.
2. Each laid off teacher shall be responsible for notifying the Board of any changes in certification while on layoff. The teacher shall be eligible to be recalled to any new position offered by the Board for which he/she is then certified and qualified.
3. The Board shall give written notice of recall from layoff by sending a registered or certified letter to said teacher at his last known address. Each teacher is responsible for keeping the Board advised in writing of any change in name or change in address. The teacher is solely responsible for any errors or omissions occasioned by his or her neglect in keeping the Board so advised, and any communication addressed to a teacher at his or her last address on record with the Board shall constitute notice to the teacher of the contents of such communication.
4. A teacher's right to recall shall be in accordance with the Michigan Teacher Tenure Act.

**ARTICLE XIX
PROFESSIONAL COMPENSATION**

- A. The salaries of teachers covered in this Agreement are set forth and determined in Section M of this Article.
- B. Additional compensation for teachers who are assigned extra duties, which are beyond the normal teaching assignments, are set forth and determined in Sections P (1) and P (2) of this Article.

- C. Teachers may be credited with up to five years' experience on the salary schedule for full years taught in comparable school systems. The maximum allowance will be made for experience in Otsego and comparable size North Central Association schools.
- D. Up to two years credit on the salary schedule may be allowed for military service providing the teacher was employed in this school system at the time of enlistment or induction into the Armed Forces.
- E. A teacher employed initially at the beginning of the second semester of a school year in this school system shall receive a full year of credit on the salary schedule but not regarding tenure status for that semester during succeeding years in which he is in the continuous employ of this school system.
- F. Teachers shall have the option to receive their pay in one of the following ways. Election of their choice shall be made no later than the last day of the first semester.
 - 1. Twenty-six (26) equal payments on every other Friday starting with the second Friday school is in session
 - 2. Twenty-six (26) equal payments on every other Friday starting with the second Friday school is in session with payments 22 to 26 included with the 21st payment.

Teachers who resign from the District, or otherwise have their employment with their District terminated, shall receive in a lump sum payment the balance of their annual salary due within 30 days of the date of termination.

- G. Teachers will be required to produce transcripts showing semester hours earned before being placed in a new classification on the salary schedule. Semester hours earned toward required provisional certification will not be counted toward classifications B, D and E.
Hours referred to herein are semester hours. Normally, the hours required to reach a higher classification shall be semester hours of graduate credit.
- . Contracts will be rewritten prior to September 4 in the event courses taken during the spring or summer place the teacher in a new classification. Contracts will not be rewritten during the school year.
- I. 1. Plan I: (for teachers not participating in Plan II)

For each year of this Agreement, the Board will contribute ninety five (95) percent of the monthly health insurance premiums for the MESSA Super Med I Program, with MESSA Care Rider, for teachers participating in Plan I as described herein.

2. Plan II: (for teachers not participating in Plan I)

For teachers not electing the health insurance program in Plan I, the Board shall contribute up to \$75.00 per month toward the purchase of the following group health options:

- Hospital Confinement
- Short Term Disability
- Supplemental Term Life
- Dependent Life
- Survivor Income
- Group Term Life

3. Plan III: (for teachers in either Plan I or Plan II)

DENTAL INSURANCE

The Board shall provide group dental insurance. The dental insurance program shall be one which covers 50 percent of basic services with a \$50.00 per person lifetime deductible, with incentive, and 50 percent major services with a \$50.00 annual deductible. Maximum annual dental benefit per each covered individual is \$600. Orthodontic coverage of 50 percent up to a \$1,500 lifetime maximum benefit is included.

4. The Board shall offer each year to deposit \$1,750 in an interest earning annuity to any individual teacher in lieu of Board paid health insurance. That amount and all earned interest shall be the sole possession of the individual subject to the following provisions:

- a. Deposits will be made on a prorated basis to one of the Board approved annuity companies.
- b. In the event of death it shall become the property of the individual's estate or duly authorized beneficiary.

VISION REIMBURSEMENT PROGRAM

- J. Each full time employee is eligible for the Vision Reimbursement Program.

One vision examination, one pair of spectacle lenses, and one frame are available every 24 months. One pair of contact lenses, including a visual examination, is available in lieu of all other plan benefits every 24 months.

Full time employees will be reimbursed under the following schedule. Part time employees reimbursement will be prorated.

	<u>Percent of Reimbursed</u>	<u>Maximum Reimbursement</u>
Eye Exam - Optometrist	75%	Up To: \$31.00
Eye Exam - Ophthalmologist	75%	41.00
Spectacle Lenses (Pair)	75%	40.00
Single Vision		
Spectacle Lenses (Pair)	75%	65.00
Bifocal		
Spectacle Lenses (Pair)	75%	79.00
Trifocal		
Spectacle Lenses (Pair)	75%	92.00
Lenticular Frames	75%	54.00
Contact Lenses (Pair)	75%	110.00
Including Exam		

Reimbursement will be allowed on an annual basis in situations such as insured people with rapid condition changes or change due to some medical complications. Reimbursement request must be accompanied by a doctor's statement of the condition.

Full Time Employees:

A teacher carrying a full load for a complete school year.

Part Time Employees:

A teacher will receive Vision Care Plan reimbursement prorated to the percent of time they are employed.

Eligible Dependents:

Any dependent or immediate family member (i.e., spouse, son, daughter, stepchildren, adopted children, and/or minor children assigned to the

employee by court) as defined within the meaning of the United States Internal Revenue Code.

Vision Reimbursement Program:

The full time employee pays the doctor with a personal check and/or cash and the employee submits the invoice and cancelled check and/or proof of payment to the Otsego Public Schools provided that the expense is for an allowable vision fee as defined in the bargaining unit contract. Any other vision insurance program shall be considered as the primary coverage.

Exclusions:

The following are excluded from the Vision Reimbursement Program and must not be submitted for reimbursement:

1. Any services not furnished by a licensed optometrist or Ophthalmologist.
2. Any service not reasonably necessary for the vision care of the eligible individual.
3. Non-prescription supplies or services.
4. Any care provided or reimbursed by other sources.
5. Replacement of lost lenses or frames.
6. Vision therapy.
7. Medical or surgical treatment of the eyes.
8. The cost of any services and/or material or any combination thereof over the biannual allowance.

Inclusions:

The following are included in the Vision Reimbursement Program and may be reimbursed to qualified full time employees for vision provided to the employee and his/her eligible dependents:

1. Vision examination by:
 - A. Optometrist
 - B. Ophthalmologist

2. Corrective lenses by prescription
 - A. Regular
 - B. Contact
3. Frames

How To File for Reimbursement

1. Read the Otsego Public Schools Vision Claim Form completely to understand what data will be required of you. Additional forms may be obtained from your school office.
 2. Vision work must be done by the eye doctor of your choice on or after the effective date of the program. Payment for work performed prior to the effective date is not reimbursable regardless if payment occurred during the effective period.
 3. Receive your bill and make payment in the usual manner.
 4. Complete the Vision Claim Form and submit the original copy and proofs of payment to the Administration Office at 313 West Allegan Street. Please retain a copy for your records. Payments will not be processed until the form is in the Administration Office.
 5. Reimbursement is approved and paid on the second Monday of each month. Bills must be received by the 20th of the preceding month.
- K. The Board will pay the premiums for teacher's Group Long Term Disability Insurance. For the life of this Agreement, the LTD program shall be a 90-day mod-fil qualifying period, \$2,000 maximum monthly benefit at sixty (60) percent of the teacher's monthly salary.
- L. 1. The provision of the above insurance coverage shall be subject to the rules and regulations of the underwriting carrier(s).
2. Teachers newly hired by the Board shall be eligible for Board paid insurance premiums upon acceptance of written application by the insurance carriers on the first day of the month following the month work commenced.
 3. Changes in family status shall be reported by the teacher to the personnel office within 30 days of such change. The teacher shall be responsible for any overpayment of premiums made by the Board in his/her behalf for failure to comply with this paragraph.

4. A teacher eligible for Medicare shall enroll for Medicare benefits (Parts A and B) within 30 days of his/her first eligibility date. The teacher shall be held responsible for any overpayment of insurance premiums made by the Board for failure to comply with this paragraph.
 - a. Teachers eligible for Medicare benefits on or after January 1, 1983, must notify the Board of Education, in writing, of their primary program election. Teachers can either elect Medicare or the school-provided plan as their primary program (as required by T.E.F.R.A.).
 - b. The Board of Education will not be liable for any penalties against the teacher by the insurance carrier (including Medicare) as the result of his/her election.
5. To be eligible for the above coverage (or increase in coverage), teachers must be able to perform the "at work requirements" with this employer before benefits are effective.

M. 1. 1993-94 Salary Schedules (See Attachments A)

2. A teacher at the "B" level (5 hours earned over and above hours required for permanent certification) must earn at least five semester hours of graduate credit during each subsequent three-year period of employment to remain at that level.

Teachers failing to earn the necessary credits during the prescribed time will be placed on the "A" level of the salary schedule. Semester hours earned prior to and/or toward provisional certification will not be counted toward classifications B, D and E of the salary schedule determined by this Agreement.

3. Teachers who were on the MA+10 column at the expiration date of the 1977-80 Agreement between the Association and the Board shall be paid a prorated amount of the difference between column D and column C of the salary schedule determined by this Agreement, based on the number of hours the teacher has beyond a Master's, but below Master's +20.
4. The salary schedule shall reflect the following across-the-board increase:

1993-94 3.25%

- N. Longevity Pay - Teachers who are beyond the thirteenth step of the salary schedule shall receive in accordance with the following schedule a flat rate addition to the salary for which they are entitled on the schedules.

<u>FLAT RATE ADDITION</u>	<u>YEAR BEYOND STEP 13</u>
\$500.00	14-15
400.00	16-17
300.00	18-21
300.00	22-25
300.00	Over 25

- O. Teachers may participate in the Board approved tax deferred annuity program. The Board will make appropriate authorized salary deductions disbursing those deductions for the purpose intended.

- P. 1. Athletic Department Salaries

Group 1 - 14%

Faculty Manager
Head Football
Head Basketball

Group 1A - 12%

Swimming
Wrestling

Group 2 - 10%

Head Baseball
Head Girls' Basketball
Head Track
Head Softball

Group 3 - 9%

Assistant Football
Assistant Basketball
Assistant Wrestling
Girls' Tennis
Boys' Tennis
Cross Country
Volleyball
Golf
Boys' Soccer
Girls' Soccer

Group 4 - 8%

Assistant Baseball
Assistant Track
Assistant Girls' Softball
Assistant Girls' Basketball
Assistant Volleyball
Assistant Soccer

Group 5

Freshmen Cheerleading
 Sideline Team for Fall (Football) - 4%
 Sideline Team for Winter (Basketball) - 4%
JV Cheerleading
 Sideline Team for Fall (Football) - 4%
 Sideline Team for Winter (Basketball) - 4%
 Competition Team - 6%
Varsity Cheerleading
 Sideline Team for Fall (Football) - 4%
 Sideline Team for Winter (Basketball) - 4%
 Competition Team - 7%

Other

Intramurals - \$250

Pay for each coaching assignment will be based on the B.S. salary schedule. The number of years' experience in each sport will determine the step on which pay will be determined. Steps will be retroactive to include experience of coaches presently in the Otsego Public School System.

Beginning with the 1990-91 school year all coaching salaries will be capped at the appropriate percentage of the A-7 step on the salary scale with the following exception:

Any current employee with prior coaching experience in position will be allowed up to Step A-13.

2. Compensation for extra duties in connection with clubs and other school activities:

High School Instrumental Music Director - 12%
Assistant Instrumental Music Director - 5%
High School Vocal Music Director - 10%
Comet Advisor (when assigned) - 9%
Debate Coach - 4% (2% when assigned as part of a class assignment)

Forensics Coach - 2%
 Senior Class Coordinator - 3%
 Junior Class Coordinator - 3%
 Sophomore Class Coordinator - 2%
 Freshman Class Coordinator - 2%
 Bulldog Barks - 2%
 "O" Club - 4%
 Other Club Advisors - 2%
 High School Plays (each play) - 3%
 Wood Shop Equipment Repair & Maintenance - 4%
 Metal Shop Equipment Repair & Maintenance - 3%
 Middle School Shop Equipment Repair & Maintenance - 2%
 Building Trades - 3%
 Olympics of the Mind Supervisor - 4%
 Olympics of the Mind Coach (Per Team) - 2%
 Quiz Bowl Coordinator - 2%

The percentage of pay for each assignment will be based on the B.A. salary schedule. Years of experience in each assignment in this school system will determine the step upon which each teacher's pay will be determined. Up to five (5) years' credit on the pay scale will be granted for experience in the assignment outside of this school system. Steps will be retroactive to include experience of teachers presently in Otsego Public Schools.

Q. Middle School Athletics

7th <u>or</u> 8th Grade Basketball	\$1,200
7th <u>or</u> 8th Grade Volleyball	\$ 800
7th <u>and</u> 8th Grade Wrestling (Combined)	\$1,300
Middle School Track	\$1,460

(Duties may be divided by two or more coaches.)

ARTICLE XX
TERM OF CONTRACT

All articles of this agreement shall be effective upon ratification and signing by both parties through June 30, 1994. Either party may terminate this Agreement as of June 30, 1994 by giving written notice to the other party on or before March 1, 1994. If neither party shall give notice to terminate this Agreement as provided above, the Agreement shall continue in effect for successive periods of one year, unless and until written notice of termination is given on or before March 1, on any subsequent contract anniversary date.

In Witness Whereof, the parties have executed this Agreement by their duly authorized representative the day and year first written above.

"DISTRICT"

By *Tony Elabier*
President of the Board

By *Linda L. McPherson*
Secretary of the Board

Date 1-31-94

"ASSOCIATION"

By *Kathleen Chmielewski*
President of the Association

By *Mary Brylowski*
Secretary of the Association

Date 2-2-94

Attachment A

	A	B	C	D	E
STEP	BS	PER-5	MA	MA+15	MA+30
1	24,119	24,665	26,001	26,768	27,531
2	25,034	25,604	26,989	27,752	28,519
3	25,987	26,576	28,015	28,779	29,547
4	26,973	27,584	29,079	29,844	30,611
5	27,998	28,634	30,184	30,948	31,714
6	29,060	29,721	31,331	32,098	32,861
7	30,163	30,851	32,523	33,285	34,051
8	31,311	32,024	33,758	34,523	35,286
9	32,501	33,239	35,041	35,807	36,569
10	33,735	34,501	36,371	37,136	37,902
11	35,017	35,813	37,753	38,522	39,281
12	36,347	37,173	39,189	39,954	40,721
13	37,729	38,588	40,677	41,442	42,207
+500 14-15	38,229	39,088	41,177	41,942	42,707
+400 16-17	38,629	39,488	41,577	42,342	43,107
+300 18-21	38,929	39,788	41,877	42,642	43,407
+300 22-25	39,229	40,088	42,177	42,942	43,707
+300 25+	39,529	40,388	42,477	43,242	44,007

