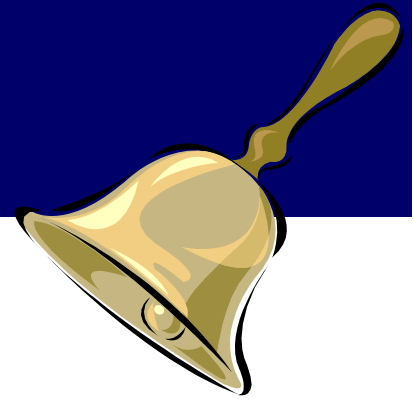


# Otsego Education Association



**2024-2028**

# **TABLE OF CONTENTS**

<u><b>Article #</b></u>	<u><b>Title</b></u>	<u><b>Page</b></u>
	Agreement .....	3
1 .....	Recognition .....	3
2 .....	Teacher & Association Rights and Responsibilities .....	4
3 .....	Rights of the Board .....	6
4 .....	Professional Negotiations .....	7
5 .....	Grievance Procedure .....	8
6 .....	Teaching Conditions .....	12
7 .....	Teaching Hours .....	13
8 .....	Teaching Loads .....	15
9 .....	Assignments, Vacancies & Transfers .....	17
10 .....	Absences .....	20
11 .....	Professional Leave (Tuition Reimbursement information) .....	23
12 .....	Extended Leaves .....	24
13 .....	Teacher Protection .....	26
14 .....	Retirement .....	27
15 .....	Seniority .....	28
16 .....	Reduction in Personnel/Layoff & Recall .....	29
17 .....	Evaluations .....	31
18 .....	Professional Compensation .....	33
	Health Insurance .....	34
	Cash in Lieu .....	35
	Dental Insurance .....	36
	Vision Insurance .....	36
	Other Insurance .....	36
	Supplemental Salaries .....	37
19 .....	Term of Contract .....	39
	Appendix A – Summary of Benefits	
	Attachment A – 2024-2025 Salary Schedule	

## AGREEMENT

This Agreement is made and entered into on this \_\_\_ day of August, 2024, 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 1 **RECOGNITION**

- A. The Board hereby recognizes the Otsego Education Association as the exclusive bargaining representative, as defined in Section 11 of the Michigan Public Employment Relations Act, MCL 423.211, 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, social workers, school psychologists 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. The term "Board" shall include its officers and agents. A teacher will be considered a probationary teacher only after his/her 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 them on a second, third or fourth 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 the Michigan Public Employment Relations Act, MCL 423.201 et seq., 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 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.
- E. Employee Representation. The Association is required to represent all of the employees in the bargaining unit under the terms of this Agreement and in accordance with Michigan Law, fairly and equally, without regard as to whether or not any employee is a member of the Association.

**ARTICLE 2**  
**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.
- C. A teacher may have a representative of the Association present during an investigatory interview which may result in discipline of the teacher and when he/she is being disciplined or formally (in writing) reprimanded.

It is the responsibility of the Association to provide representation if the teacher requests it of them. The Association representative will be given release time to attend the meeting. Whenever possible, the meeting will be held at the conclusion of the student day.

- 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 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. Email or teacher mailboxes 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. Leaves of absence with pay not to exceed a cumulative total of six days may be given the Association upon application, to participate in MEA sponsored activities. Application must be made with the administration at least one week in advance of the anticipated absence except in cases of emergency.

**ARTICLE 3**  
**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 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 4**  
**PROFESSIONAL NEGOTIATIONS**

- A. This Agreement incorporates 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.
- F. An emergency manager appointed pursuant to the Local Government and School District Fiscal Responsibility Act is permitted to reject, modify or terminate this Agreement in accordance with such Act, 2011 PA 4.

**ARTICLE 5**  
**GRIEVANCE PROCEDURE**

- A. A grievance shall be an alleged violation of the expressed terms of this Contract.
- B. The Association shall designate a representative to handle grievances when requested by the grievant.
- 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 matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
  - 1. The discharge or demotion of a tenured teacher. The statutory proceedings specified by the Michigan Teacher Tenure Act, MCL 38.71 et seq. shall govern the discharge or demotion of a tenured teacher exclusively and the discharge or demotion shall not be subject to grievance or arbitration under the grievance procedure.
  - 2. Discipline that does not result in a teacher being suspended without pay, or that results in a teacher being suspended without pay for less than three (3) days.
  - 3. The discharge or non-renewal of a probationary teacher. The statutory proceedings specified by the Michigan Teacher Tenure Act, MCL 38.71 et seq. shall govern the discharge or non-renewal of a probationary teacher and the discharge or non-renewal of a probationary teacher shall not be subject to grievance or arbitration and the grievance procedure.
  - 4. The termination or nonrenewal of a teacher in any extra duty position.
  - 5. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law.
  - 6. Any matter involving the content of a teacher's evaluation, except as required by MCL 380.1249.
- 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/her 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 in 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 Two.

- I. Back pay adjustment 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/her rights hereunder will be pursuant to the grievance procedure; provided, however, that nothing contained herein will deprive any teacher of any legal right which he/she 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.
- N. **Level One:**
  - 1. Once an alleged violation has occurred or ten (10) days from when the grievant should have become aware of the violation, an oral conversation with his/her supervisor must take place or grievant waives the right to file.
  - 2. If no resolution is made at that level, grievant has ten (10) days to file a written grievance to his/her supervisor or grievant waives the right to file.
  - 3. The principal will respond in writing within ten (10) days. If no written response is received from principal or if the response is unsatisfactory to the grievant, grievance advances to the next level.

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 following the principal's response or expiration of the time limit for the principal's response whichever is shorter. 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 Superintendent within ten (10) days from receipt of the Superintendent's decision.

P. **Level Three:**

If the grievance is not satisfactorily settled at Level Two, the Association may request mediation by the Michigan Employment Relations Commission by giving written notice through the Superintendent of its intent to do so within fifteen (15) days following receipt of the Level Two response. This Mediation step is a required step before Arbitration. Thereafter, representatives of the Employer and the Association shall confer with the mediator assigned to assist in resolving the grievance. Within fifteen (15) days of the conclusion of this conference, the designated representative of the Employer shall signify in writing the Employer's final response to the grievance.

Q. 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 items 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. Such notification shall identify the grievance and the issue and shall state what part or parts of this contract is, or are involved. Any grievance not submitted to arbitration within the time herein provided shall be deemed withdrawn.
3. Within ten (10) 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 ten (10) 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 witness 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 6**  
**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 utilize 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 (extenuating circumstances not withstanding):

Elementary Education	Grades (K-2)	= 25 per classroom
	Grades (3-5)	= 28 per classroom
Middle School	non-activity areas	= 30 per classroom
High School	non-activity areas	= 30 per classroom

When the class size exceeds the student/teacher ratio listed above in any class, the affected teacher will be paid an additional stipend for each student over the limit at a rate of \$10.00 per day for Elementary and \$2.50 per class period for Middle School and High School for each day that the additional student count is maintained in that classroom. This rate of \$2.50 will also be the hourly rate when necessary at the Elementary level.

There will be a grace period of seven (7) calendar days at the beginning of each trimester for the administration to adjust classes, and during this time, overages will not be paid. This does not apply to elementary instruction staff for 2<sup>nd</sup> and 3<sup>rd</sup> trimesters.

Stipends for excess enrollments will be paid to the teacher in a lump sum at the conclusion of each trimester. Teachers shall maintain accurate enrollment records which are subject to administrative verification prior to payment.

It is further understood that the student classroom limits and above stipends are not applicable to band, choir and physical education.

- B. The Board will continue its efforts to keep the schools reasonably and properly equipped, maintained and safe. All written requests for maintenance services will receive a written reply explaining the disposition of the request.

**ARTICLE 7**  
**TEACHING HOURS**

- A. Middle School and High School teachers shall be in their assigned buildings, available for duty, at 7:25 a.m. They shall end their duties at 3:05 p.m. It shall be the teacher's responsibility to advise the principal of his or her tardiness.

Elementary teachers shall be in their assigned buildings, available for duty, at 8:05 a.m. (Dix Street Elementary) or 8:15 a.m. (Washington Street Elementary and Alamo Elementary). They shall remain in their assigned buildings until 3:50 p.m. (Dix Street Elementary) or 4:00 p.m. (Washington Street Elementary and Alamo Elementary).

- 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 K-5, will have duty-free recess periods except in emergency situations of short duration or when problems connected with inclement weather arise.
- E. Attendance at scheduled meetings is mandatory for all teachers when such meetings are scheduled by the Board or Administration. These meetings will be held on a predetermined weekday to be established at the beginning of the school year. The district shall attempt to conduct special education meetings or hearings during the regular scheduled school day.

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 one per month and not more than 15 minutes.

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 ensure that the district will incur no loss of state 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.

G. If at any time during the term of this Agreement any additional hours or days of instruction are required by law as a requirement for receipt of full state aid by the school district, the Board and the Association shall engage in negotiations with respect to the manner by which the additional instructional hours and/or days required will be met and any implications for additional staffing and/or additional compensation related thereto.

H. Each employee is required by law to earn the required 30 hours of District Provided Professional Development (DPPD) mandated per school year. These hours shall be comprised of both negotiated calendar "PD day(s)" as well as Delayed Start Program time. If an employee fails to earn the required number of hours through these two options, they must make up the remainder needed through district provided technology course hours offered outside the school day.

An attendance log of training will be kept by the Administration. Failure to comply will result in the employee's salary being reduced.

I. Each school year the Board, in consultation with the Association, may open and adjust the school calendar as deemed necessary by both parties.

**ARTICLE 8**  
**TEACHING LOADS**

- 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 judgment of the principal.
- C. The teaching assignment shall not exceed twenty-seven (27) clock hours of instruction per week unless otherwise agreed by the Board and the Association.

K-5 teachers shall have a planning period of a minimum of sixty (60) minutes, three (3) days a week with a total of three-hundred (300) minutes per week. No day shall have less than thirty (30) minutes. A teacher may agree to other arrangements that still allow 300 minutes per week of planning.

The Middle School and High School will follow the same six period daily schedule.

Middle School teachers and High School teachers shall have a planning period each equal to one teaching period five (5) days a week.

The administration shall strive to schedule all planning time during the student day. The employee shall be free of supervision of students during planning time.

- D. If a Middle School or 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 \$20.00 for each preparation period during which he/she teaches in the Middle School or High School, and \$10.00 for each half preparation period during which he/she teaches in the Middle School or High School. If an Elementary teacher is assigned to teach during his/her preparation period, he/she will be compensated at the rate of \$10.00 for each 30-minute block or \$5 for each 15-minute block. If a teacher has served as a substitute more than five (5) hours, the following rate will be used:

1-5 hours: \$20 per hour  
6-10 hours: \$30 per hour  
11 hours or more: \$40 per hour

The total number of hours will be computed and overage pay will be distributed at the end of the school year. Partial hours will be paid accordingly.

In lieu of payment, teachers can opt to put the time spent covering another class in a bank where 6 hours equals one day of sick time. The time will be banked on the pay stubs and will carry from one year to another when less than a whole day is accumulated at the end of each school year. There will be no cap on the number of sick days a teacher may accumulate in a school year by subbing for a peer.

- 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 (6-12) will not be assigned more than three different preparations without prior input from the teachers and the Association.

Elementary teachers will not be asked to pilot and/or implement more than two (2) different instructional resources that (may) require professional development and implementation in any one given year without prior input from the teacher(s) and the Association unless state law mandates that more than two (2) changes must occur.

When an assignment for an Elementary teacher is a split level classroom (responsible for two grade-level curriculums for the year), the teacher shall be compensated a one-time off schedule payment of \$500.00.

- 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 duty pay schedule. Procedures for assignments, including shared staff assignments, will be developed by a committee made up of two building administrators and two building OEA members. (Shared staff are those OEA members who work in more than one building on a regular basis.) It is the intent of the O.E.A. that teachers shall continue to participate on a voluntary basis in regular student activities. Chaperones will be sought by first asking for volunteers and then staff will be assigned on a rotating basis and paid at the rate of \$20.00 per hour.

**ARTICLE 9**  
**ASSIGNMENTS, VACANCIES AND TRANSFERS**

A. Assignments

The Board and the Association recognize that in making assignments among the teachers within a building, changes in grade levels and/or subjects will sometimes be necessary and desirable in the best interests of pupils and teachers. While the right of assignment to grade levels within the building, as well as subject changes within the building, is vested solely within the Board of Education, The Board will not make any changes in a teacher's assignment without notification and prior discussion with the teacher whose assignment is to be changed. Every attempt will be made to do this in an appropriate time frame.

All decisions regarding teacher assignment under this Article will be made based on the following factors:

1. Effectiveness as measured under the performance evaluation system prescribed by Section 1249 of the Revised School Code, MCL 380.1249;
2. The teacher's length of service in a grade level or subject area, and recency of such service;
3. The teacher's disciplinary record;
4. Significant, relevant accomplishments and contributions above normal expectations of the teacher's peer group and/or a demonstrated record of exceptional performance;
4. Relevant specialized training (beyond District or state requirements) and the demonstrated integration of that training into instruction in a meaningful way;
5. The teacher's attendance (excluding absences subject to the Family Medical Leave Act or as "reasonable accommodations" pursuant to the Americans with Disabilities Act);
6. The academic needs and interests of District students;
7. Considerations of maintaining consistency of instruction in, and/or not disrupting, a current class or program; and
8. The best interests of the District's educational program; for example, where the disadvantages, drawbacks and/or difficulties that would result from a teacher transferring from one class or program to another would outweigh the advantages or benefits to the overall educational program from such a transfer (e.g., where it would be difficult to fill the vacancy created by such transfer).

Length of service or tenure status may be a consideration where the factors listed above are equal.

B. "Highly Qualified Teacher" Requirement

All teachers shall meet the requirements applicable to them in the definition of a Highly Qualified Teacher under the provisions of the Elementary and Secondary Education Act

(NCLB) and the State of Michigan Department of Education.

C. Transfers

The Board and the Association recognize that transfers between schools will sometimes be necessary and desirable in the best interests of pupils and teachers. A transfer is defined as a change or partial change in assignment between schools. (A partial change in building assignment from one building to two buildings constitutes a transfer. A change in a building assignment to a different building constitutes a transfer. However, a partial change in building assignment to a different building to which the teacher is already partially assigned does not constitute a transfer.)

Involuntary Transfers:

Involuntary transfers may be affected only for reasonable and just cause. Thirty (30) days' notice of the intention to transfer specifying the reasons for the specific position to be transferred shall be provided to the affected bargaining unit employee and the Association. Cause for involuntary transfer includes part of a necessary reduction of force, as determined pursuant to this Agreement to maintain the most senior (if a tiebreaker) qualified staff possible district-wide consistent with the requirements of this Agreement. The specifics of the use of involuntary transfers as part of staff reduction shall be outlined in the Layoff & Recall Article of this Agreement.

No bargaining unit employee shall be involuntarily transferred to implement a school improvement plan developed pursuant to any enacted State or Federal Laws unless required by that statute.

D. Vacancies

A vacancy is defined as a position that is known to require the services of a teacher for sixty (60) or more consecutive work days after assignments within the building and any transfers have been determined, including any recall of teachers from layoff.

Any vacancy that occurs after the beginning of the school year shall be considered a Temporary Vacancy and may be filled temporarily for that school year only. If the position is to continue beyond the initial school year, it shall be posted and filled in accordance with the provisions for filling vacancies outlined below.

E. Application for Reassignment, Transfer and/or Vacancy

It is not the intention of the Board to limit the ability of teachers to apply for positions for which they are certified and qualified. It is the desire of the Board at all times to provide our students with the best and most certified and qualified staff available. Any teacher may apply for any position that arises as a vacancy or an opening for reassignment or transfer during the annual assignment process. Application for the position should be in writing and addressed to the Superintendent of Schools. Applications will be considered should a position occur either during the school year or during the summer. Bargaining unit employees may apply for such positions by submitting an e-mail of interest to the personnel office.

F. Notice of Vacancies and Openings for Reassignment

Vacancies and openings for reassignment and transfer during the annual assignment process will be sent by email to all staff. Additionally, this bulletin will be placed in each building representative's mailbox and posted on the Association bulletin board. A teacher interested in any such position shall be expected to make application immediately or within seven (7) days of the date of distribution.

G. Awarding of Vacancies

Internal qualified applicants shall be awarded the position prior to considering external applicants. Awarding a vacancy to external applicants shall only occur if no existing bargaining unit employees meet the criteria outlined in this Section.

The most qualified and adequately certified internal applicant shall be awarded the position. "Most Qualified" shall be determined as follows:

1. The teacher's number of years teaching in the grade level or subject area. Partial year teaching in a grade level or subject area shall be credited with a fractional percentage of that year taught, rounded to the nearest 1/10th.
  - a. Grade level credit for teaching in grades Pre-K through 5 shall count towards any "elementary vacancy."
  - b. Subject level credit shall be defined as any position relevant to the subject included in the vacancy (e.g.: Math, Science, English, Social Studies, etc.)

A teacher who is assigned classes in multiple subject areas for any given year shall be credited with one (1) year of teaching experience in each of those subject areas during each of those years (or fractional credit as outlined above for partial year experience). In the event two (2) or more applicants are tied for the qualification determinations outlined above, the position will be awarded to the employee with the most length of service within the bargaining unit as defined by their Seniority List ranking.

2. The building administrator(s) has the right to interview candidates for the opening as deemed appropriate and/or necessary.

H. Administrative Vacancies

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 applications from outside of 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 are a prerogative of the Board, and the decision of the Board with respect to such matters shall be final.

I. Return to Unit Position

If a teacher is promoted or assigned to a supervisory or administrative position and is subsequently returned to a position in the bargaining unit, upon return to the bargaining unit the teacher will be restored to the contract rights which the teacher would have achieved if the teacher had remained in the bargaining unit, provided the teacher has been continuously in the employment of the Board. There will be no gain in seniority while in an administrative

position.

**ARTICLE 10**  
**ABSENCES**

- 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. Teacher days will be defined as days of instruction (180) plus evening commitments including conferences and open house/orientation (15 hours or 2.5 days); professional development (1 day); and five (5) holidays. A teacher's contract consists of a total of 188.5 days.
- 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 granted on September 1 and five (5) days granted on January 1 of each year of service. The use of sick leave will be limited to 160 days during any one contract year. See Article 14 for retirement payout. Teachers hired after September 1 or January 1 will receive a prorated number of sick days.

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

Proper notification of absences shall be given to the Administration, following procedures given to all employees at the beginning of each school year. When absences are excessive or abuse of sick leave is suspected, the Administration may require proof of illness signed by a physician for subsequent absences.

In the event of the 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 Leave Day:

At the beginning of each school year, a teacher shall be granted two (2) days with pay for personal leave. Personal leave days may accumulate to a total of three (3) days. No more than three (3) personal leave days can be used in any given year. Any additional days (over 3 accumulated days) not used by the end of each school year shall be added to the teacher's accumulated sick leave.

Personal leave days may be used in accordance with the following guidelines:

1. Such days shall be requested one week in advance, except in cases of emergency.
2. No specific description of the intended use of the leave shall be required.
3. The Board shall not be required to grant personal leave days 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.

4. Only 5% of the teachers from any one building will be granted leave for the day preceding or the day following holidays, intersessions and the first or last day of a marking period. Instructional staff shall submit all personal leave requests for these days to their building administrator by September 1st of each year. If more than 5% of instructional staff have submitted requests for days referenced above, a lottery will be held to select the staff who will be awarded the time off. Consideration will be given to staff who have not had the opportunity to take this leave over staff who have recently enjoyed this benefit.

Requests for personal leave on days noted above that are not submitted by September 1st will not automatically be denied unless the total number of staff requesting the same day reaches 5%.

- E. Any teacher who is absent because of an injury or disease compensated under the Michigan Workers' Compensation law shall receive from the Board the difference between the Workers' Compensation payment prescribed by law and his/her regular salary, to the extent and until such time as such teacher shall have used up any "sick leave" 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, stepfather, stepmother, spouse, children, stepchildren, grandparents, grandparents of spouse, father-in-law, mother-in-law, brother, sister, brother-in-law and sister-in-law. 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, stepfather, stepmother, spouse, children, stepchildren, 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. Accumulated sick leave allowance may be used for maternity/paternity leave. It is the OEA member's responsibility to file appropriate FMLA paperwork for this. (See Article 12, Section F) This 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 during the first six (6) week period of extended leave. The teacher reserves the right to keep two (2) days of sick leave in his/her account. If more time is needed, this will be subject to the approval of the Superintendent.
- I. 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/she 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.

- J. A person who is subpoenaed to testify is issued a witness fee (usually \$6 for half day; \$12 for a full day). He/she will endorse that payment to Otsego Public Schools, as is done with jury fees, and that person will have an excused absence and not be charged vacation, leave or sick time.
- K. A leave of absence with pay may be granted for time necessary for appearances in any legal proceedings connected with the teacher's employment or with the school system, if the teacher is required by law to attend.
- L. Teachers will recognize that allowable days absent 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.
- M. 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.
- N. 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.
- O. When circumstances dictate, an employee may voluntarily contribute one day of sick leave to another teacher to be used for critical need. Each day contributed shall equate to one-half day for the recipient. The Association and Superintendent shall be responsible for the administration of critical need sick time. A teacher may not draw from the bank unless he/she exhausted all sick leave time. At the end of a school year, any balance remaining in the sick leave bank shall be carried over to the following year.
- P. If a teacher is serving as a chaperone for his/her own child at Otsego Public Schools, he/she will not be charged a sick day or a personal day for the absence from the classroom. This may only be used one time per school year.

**ARTICLE 11**  
**PROFESSIONAL LEAVE**

- A. Teachers may be granted a leave of absence not to exceed two days a year for Administration approved meetings outside of the district, clinics, workshops, and conferences of an educational nature. The number of teachers allowed to leave at any one time will be within the discretion of the Administration. A written reason for denial will be given to employee.

The registration fee and lodging for such conferences shall be paid by the District. Meals and mileage will be reimbursed as follows:

Breakfast \$10; Lunch \$12; Dinner \$15  
Mileage at the current IRS rate

- 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. Teachers will be paid the substitute teacher pay rate for conferences attended at the request of the Board and/or the Administration that are held on a day that is not a contractual day.

**ARTICLE 12**  
**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 applicable laws. Regular salary increments shall accrue to a maximum of two (2) years.

F. Pursuant to the Family and Medical Leave Act effective 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 12-month period without pay but with group health coverage maintained for one or more of the following reasons:

1. The birth of a child, or placement of a child with the employee for adoption or foster care.
2. Serious health condition of the employee.
3. The employee is needed to care for his/her spouse, child, or parent due to that person's serious health condition.
4. A qualifying exigency arising out of the fact that the employee's spouse, child or parent is on active duty or called to active duty status in support of a contingency operation as a member of the National Guard or Reserves.
5. The employee is the spouse, child, parent, or next of kin of a covered service member with a serious injury or illness.

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.

To be eligible for a FMLA leave, a teacher must have been employed for at least twelve (12) months, and for at least 1,250 hours during the previous 12-month period, and meet any other eligibility criteria of the FMLA for the particular type of leave. During the period of FMLA leave, the teachers health insurance benefits shall be continued as required by the FMLA, subject to Section 104(C)(2) of the FMLA. Elected supplementary insurance coverages may be continued by the teacher prepaying the premium cost to the business office of the school district which will then make payment of the premium to the insurance company.

Paid leave available to the teacher under the terms of this Agreement and used by the teacher for the same purposes as the FMLA leave available, will be counted as part of the leave time available and used under the FMLA leave. FMLA leave may be taken on an intermittent or reduced schedule when medically necessary according to the provisions of Section 102(b) of the FMLA. Seniority will accumulate during the period of FMLA leave.

The limitations found under Section 108 of the FMLA (pertaining to special rules concerning employees of local educational agencies) shall apply. All FMLA leaves shall be subject to and administered in accordance with the FMLA and its implementing regulations.

**ARTICLE 13**  
**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/her 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.
  
- D. Teachers shall be expected to exercise reasonable care with respect to the safety of the pupils and property of pupils and the schools 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 Worker'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 14**  
**RETIREMENT**

- A. For the purposes of this article, 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. The employee must have a minimum of ten (10) years of teaching service with the Otsego Public School District.
  
- B. Upon retirement, the Otsego Public Schools shall pay for the first 250 unused sick days as follows:
  - At least 10 but less than 30 years of service completed:                      \$45 per unused sick day
  
  - 30 or more years of service completed:    \$50 per unused sick day

The Board will pay \$67.50 per day for every day over 250 days of unused sick leave.
  
- C. Unused sick leave days' payment will be paid to the teacher's 403b account or other approved tax deferred account of the teacher's choice. Payment will be made by June 30<sup>th</sup> provided all required paperwork is turned in by June 15<sup>th</sup>. If paperwork is not received in time, payment will be made after paperwork is turned in and the information has been processed.

**ARTICLE 15**  
**SENIORITY**

- A. 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.
- B. New teachers hired shall be considered as probationary employees as prescribed by the Tenure Act. Probationary teachers shall not have seniority.
- C. When a layoff, transfer or filling of a vacancy affects two or more teachers having the same seniority date, all individuals so affected will be ranked in order of the higher four-digit number of the last four digits of their social security numbers.
- D. Credit given for teaching experience in other school districts shall not be considered for the purpose of accumulating seniority. No seniority shall be gained or lost by a teacher while on leave of absence or layoff.
- E. 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.
- F. Part-time teachers whose Full Time Equivalent equals 0.5 FTE or greater shall accrue full seniority during the year and shall advance on the salary schedule as though they were teaching full time.
- G. 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.
- H. 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 completed at least one-half of a contracted year in which the layoff occurs, the Board shall provide the current amount of insurance benefits equal to the prorate amount of the contract completed.

**ARTICLE 16**  
**REDUCTION IN PERSONNEL / LAYOFF AND RECALL**

A. It is understood by the parties that a reduction in staff may be required in the event of a financial emergency, a significant reduction in student enrollment, or a significant reduction in funding.

To promote an orderly reduction in personnel when the educational program, curriculum, and staff are curtailed, the following procedures will be used:

1. Non-certified, then probationary certified teachers will be laid off first, provided there are adequately certified and qualified teachers to replace them as allowed by law.
2. If reduction is still necessary, then tenured teachers will be laid off in inverse order of qualification as defined in Article 9, Section G, providing that such teachers who are retained are adequately certified for the positions they are to fill. If more qualified (per Article 9, Section G) teacher(s) are not available to staff programs to be continued, then the teacher(s) with the next highest qualification may be retained to fill those positions.

B. After a reduction of teachers as outlined above, if there are teaching positions that are created and/or vacant, laid-off teachers who are adequately certified and qualified for the position(s) will be given the first opportunity to fill such positions. The notification shall be given to all laid-off teachers, and the vacancy or vacancies shall be filled by the most adequately qualified (per Article 9, Section G).

C. The Association will be notified of the contemplated reduction in personnel at least ten (10) days before the layoff notices are distributed to the teachers. Teachers being laid off shall receive a 60-calendar day notice in writing before the effective date of layoff for layoffs during the summer months and no less than one (1) full trimester for layoffs during the school year.

D. The Board shall give written notice of layoff or recall from layoff by sending a registered letter or certified letter to the teacher at their last known address. It shall be the responsibility of the teacher to notify the Board of any change in address.

E. The certification and qualifications of an employee to be laid off shall be the certification and accumulated qualification on file with the Board at the time the layoff occurs. The certification and qualification of an employee to be recalled from layoff shall be the certification and qualifications on file with the Board at the time the notice of recall from layoff is sent. It is the employee's responsibility to notify the Board, in writing, of any inaccuracies in Board records and/or any changes as they occur.

F. Definitions:

1. Certification – Adequately certified shall be defined as holding the required certificates, endorsements, licenses, and/or approvals required by law to serve in the position assigned. Further, it is the teacher's responsibility to file such certificates, endorsements, licenses, with the Board. The certification status of a teacher on file with the district shall be considered conclusive for all purposes under this Agreement.

The teacher shall provide written notice to the Board and Association of any change to their certificates, endorsements, or licenses after the original filing of same with the district.

This shall include notice of any additional endorsements, certificates, or renewals, as well as expirations, revocations, and any limitations thereon.

2. **Qualification** – Teachers shall be considered qualified for positions for which they possess the appropriate adequate certification. Further, their degree of “qualified” status for any position in the district shall be determined by the process outlined in Article 9, Section B.
- G. A teacher refusing an offer of recall to a position for which the teacher is adequately certified and most qualified per Article 9, Section G and which is equivalent to the one from which they were laid off shall be deemed a voluntary quit and shall result in forfeiture of the further right of recall. The only exemption from this shall be if the teacher is under contract with a different Michigan School District at the time of recall. In such case, the teacher shall have the ability to finish the term of their contract before reporting for duty at the District of Recall. Should the teacher refuse that option, they shall be deemed to have voluntarily quit as set forth above.
- H. Teachers laid off shall have insurance benefits continued and paid by the Board in accordance with the provisions in Article 18, Section J until the end of the following month of the effective date of the layoff. After that, a laid-off teacher may continue their insurance benefits in accordance with the Carrier’s layoff/benefit continuation policy, inclusive of paying the subscriber group rate premium for the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

**ARTICLE 17**  
**EVALUATIONS**

1. Beginning with the 2024-25 school year, *The Thoughtful Classroom* shall serve as the negotiated performance evaluation system and shall include a rigorous, transparent, and fair performance evaluation system that does all of the following:
  - Determines the effectiveness of teachers annually and ensures that they are given ample opportunities for improvement.
  - Provides timely and constructive feedback.
  - Establishes clear approaches to measuring student growth.
  - Uses multiple rating categories that take into account student growth and assessment data.
  
2. The performance evaluation system will include the following:
  - Within two weeks of the new school year, the teacher shall be notified who will be conducting their annual evaluation.
  - A Goal Setting Conference between the teacher and evaluator to discuss and develop the teacher’s annual improvement goals. Goals will be written with the collaboration of administration and will assist in improving teacher effectiveness and may include any recommended training identified by the evaluator that could assist the teacher in meeting these goals.
    - **Student Growth Goal:** Shall be 20% of the year-end evaluation and will be based on student growth and assessment data.
      - **10% based on NWEA Math Growth Benchmark Assessment**
      - **10% based on NWEA Reading Growth Benchmark Assessment**
    - **Performance Goals (Thoughtful Classroom Dimensions):** Shall be 80% of the year-end evaluation and will be based on the teacher’s performance as measured by the Thoughtful Classroom Dimensions.
  - A Midyear Progress Report for all probationary, teachers and any teacher who received a rating of Needing Support or Developing in their most recent year-end evaluation. The Midyear Progress Report will not take the place of a year-end evaluation.
  - Classroom observations to assist in evaluating the teacher’s overall performance. All of the following apply to classroom observations:
    - Observations will be conducted openly and with the knowledge of the teacher being evaluated.
    - A review of the teacher’s lesson plan and the state curriculum standards being used in the lesson.
    - A review of pupil engagement in the lesson.
    - Observations shall not be less than 15 minutes but do not have to be for an entire class period.
    - At least 2 classroom observations each school year. One observation may be unscheduled. The Evaluator responsible for the teacher’s performance evaluation shall conduct at least 1 of the observations. Either party may

- request additional observations by other administrators who are trained in the use of the evaluation tool.
    - Written feedback to the teacher within 30 calendar days after each observation. If a written evaluation is not provided, the teacher is deemed effective.
  - A final summative rating based on three categories: Needing Support, Developing or Effective. If a written evaluation is not provided, the teacher is deemed Effective.
3. A teacher will not be assigned an evaluation rating and will be designated as “unevaluated” if:
- The teacher worked less than 60 days in that school year.
  - The teacher’s evaluation results were vacated through the grievance procedures.
  - There are extenuating circumstances, and the teacher and the district agree to designate the teacher as evaluated due to the extenuating circumstances.
4. A teacher who is not in a probationary period and is rated as Effective on the 3 most recent consecutive year-end evaluations, will be evaluated triennially instead of annually so long as the teacher maintains effective practices as determined by administration.
5. The following criteria will be applied to determine the teacher’s overall effectiveness rating based on the results of the individual The Thoughtful Classroom domains:
- Effective: An overall Effective rating will result if the overall rating is between 4.0 to 3.1
  - Developing: An overall Developing rating will result if the overall rating is between 3.099 to 2.5
  - Needing Support: A Needing Support rating will result if the overall rating is below 2.5.
6. A staff member who does not receive a completed evaluation shall be deemed “effective”.
7. Staff must sign their year-end evaluation; signing NEVER indicates agreement/acceptance.
8. Staff may write a rebuttal to be attached to the evaluation.
9. Grieving/Refuting an Evaluation
- A member may request an evaluation to be grieved IF AND ONLY IF the procedures were not followed (e.g. timelines missed, feedback not given, etc.)
  - A tenured teacher may follow a process to refute a rating of “needing support”
  - A tenured teacher may follow a grievance process with binding arbitration after receiving two consecutive ratings of “needing support”.

**ARTICLE 18**  
**PROFESSIONAL COMPENSATION**

- A. The salaries of teachers covered in this Agreement are set forth and determined in the Salary Schedule of this Article and reflected in **Attachment A**.
- B. Additional compensation for teachers who are assigned extra duties, which are beyond the normal teaching assignments, are set forth and determined in **Attachment B** of this Article.
- C. Teachers may be credited with up to five years of previously acquired teaching experience on the salary schedule. The Board reserves the right to place an incoming experienced teacher above Step 5 on the Salary Schedule with approval of the Association President(s).
- D. Up to two years' credit on the salary schedule may be allowed for military service provided the teacher was employed in this school system at the time of enlistment or induction into the Armed Forces.
- E. A teacher employed in the Otsego Public Schools for a minimum of ninety (90) days, during any school year shall receive a full year of credit on the salary schedule.
- F. Teachers shall have the option to receive their pay in one of the following ways. Any change to the original election of their choice shall be made no later than September 1<sup>st</sup> of each year.
  - 1. Twenty-six (26) equal payments on every other Friday;
  - 2. Twenty-one (21) equal payments on every other Friday ending in June.
  - 3. Twenty-six (26) equal payments on every other Friday with the contract balance paid out the last payroll in June.

Teachers who resign from the District before the end of the school year and do not complete their contractual obligations, or otherwise have their employment terminated, and have completed proper checkout procedures with their supervisor, shall receive a lump sum payment of the balance of their contractual salary earned within 10 days of the date of termination. At that same time, all benefits shall cease.

Teachers who resign from the District before the end of the school year and DO complete their contractual obligations shall receive the balance of their contractual salary due within 10 days of the date of termination, but their benefits will remain in effect until August 31<sup>st</sup> or until they receive health insurance through a future employer, whichever occurs first.

Teachers who retire from the district shall have the option to receive a lump sum payment or continue to receive bi-weekly payments for the balance of their annual salary.

- G. Teachers shall be reimbursed the tuition costs incurred by the teacher for graduate credit or State Continuing Education Clock Hours (SCECH's, formerly known as State Board Continuing Education Units or SB-CEU's) earned in compliance with the requirements of this contract provision.

Upon receipt of proof-of-payment for college credits, teacher certification, and/or SCECH's earned, reimbursement may be made up to \$1,500 every 5-year certification cycle. This must be submitted to Central Office within 30 days of payment.

In order to be approved, credits or SCECH's must be of a nature that they will contribute to the development of knowledge and skills related to the teacher's assignment or possible future assignment. In order to receive payment for credits or SCECH's earned, all credits and/or SCECH's must be submitted within 3 months of course completion, and approved in writing by the Superintendent or his/her designee and earned through an accredited college or university. The District shall inform the employee of the disposition of his/her application within ten (10) days. It shall be the teacher's responsibility to file the necessary documentation to verify completion of the requirements and receipt of graduate credit or SCECH's prior to reimbursement.

Teachers will be required to produce transcripts showing semester hours, equivalent SB-CEU's, equivalent SCECH, or a combination of the three earned before being placed in a new classification on the salary schedule. Hours referred to herein are semester hours. Normally, the hours required to reach a higher classification shall be semester hours of graduate credit.

- H. Contracts will not be written after September 1. When courses are taken during the spring or summer that place the teacher in a new classification, confirmation of the hours from the institution must be submitted to Central Office prior to August 20th. However, if a staff member is attending a summer session that will allow them a lane change, and the session will not be completed prior to August 20, the staff member must notify Central Office of the expected completion date by August 1<sup>st</sup>. Contracts will not be rewritten during the remainder of the school year.

- I. HEALTH INSURANCE: The Board of Education of the Otsego Public Schools is the sole policyholder for all insurance programs.

Effective September 1, 2024, eligible employees electing medical insurance will pay 15% toward annual premium costs via bi-weekly payroll deduction, and the employer will pay 85%. The only members exempt from this change in 2024 will be the members who are on step 28 or above on the pay scale; those members will remain paying 11% of their medical premium for the 24-25 school year only; then they will also pay 15% of the premium in subsequent years. The Board's annual contributions will be capped at the limits set forth in Publicly Funded Health Insurance Contribution Act, MCL 15.561, et. seq., which adjusts annually and includes the rate of inflation.

An HSA card will be prefunded in two payments (January and July). The HSA will be funded at 90% of the current deductible rate. In the event that an employee utilizes 100% of the dollars on his/her card prior to the second payment, advances for the second payment will be handled on a case by case basis through the Director of Finance and Operations.

In addition, the following categories will be reimburse by the Board of Education:

- Hearing Aids – 100% of the costs above rider will be cover.
- Medically necessary shoes (1 pair per year) – 100% of costs of covered.
- Wigs for chemotherapy patients (2 per year) – 100% of costs covered.

**See Appendix A for a Summary of Benefits and Coverage.**

#### CASH IN LIEU

For teachers not electing the health insurance program, the Board shall provide through the Board approved IRC 125 Cafeteria Plan \$3,000, for selection among the following options:

Hospital Confinement  
Short Term Disability  
Supplemental Term Life  
Dependent Life  
Survivor Income  
Group Term Life  
Cash Payment  
403b or other tax deferred retirement plan

For teachers neither electing the health insurance program nor the dental program, the Board shall provide through the Board approved IRC 125 Cafeteria Plan \$3,100 for selection among the following options:

Hospital Confinement  
Short Term Disability  
Supplemental Term Life  
Dependent Life  
Survivor Income  
Group Term Life  
Cash Payment  
403b or other tax deferred retirement plan

CAFETERIA PLAN FOR CHILDCARE AND MEDICAL EXPENSE REIMBURSEMENT

All employees may participate through payroll deduction in the Board approved IRC 125 Cafeteria Plan options for salary reduction for childcare and medical expense reimbursement according to the applicable provisions of law. The Board will make appropriate authorized salary deductions disbursing those deductions for the purpose intended.

J. DENTAL INSURANCE: The Board shall provide group dental insurance through Ameritas as follows:

- Teachers participating in Ameritas Dental will be responsible for 10% of the monthly premium. The district will remain with the same coverage for OEA members but members will have the option to add the “Buy Up Plan” at 100% of the associated cost of the plan during open enrollment.
- See **Appendix A** – Benefit Summary for detailed information.

K. VISION INSURANCE: The Board shall provide group vision insurance through the Ameritas Plan, with no district reimbursement, for full-time and part-time employees and their eligible dependents.

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 the court), as defined within the meaning of the United States Internal Revenue Code. See **Appendix A** – Benefit Summary.

L. OTHER INSURANCE: The Board shall provide all teachers with LTD, Life Insurance and AD&D. See **Appendix A** – Benefit Summary

M. Re-bidding Insurance: The OEA and Board agree to re-bid insurance benefits pursuant to the provisions of PA 106; or annually as agreed upon between the Board and the Association.

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 Administration Office within 30 days of such change. The teacher shall be responsible for any overpayment of premiums made by the Board on 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.

N. **SUPPLEMENTAL SALARIES (See Attachment B)**

1. Compensation for extra duties in connection with clubs and other school activities:
  - Bulldog Barks (Journalism Club) - 2%
  - Class Coordinators-OHS: Senior 3%, Junior 5%, Sophomore 2%, Freshman 2%
  - Computer System Operator (Per Building) – Elementary 2%, Secondary 3%
  - Debate Coach - 4% (2% when assigned as part of a class assignment)
  - Department/Grade Chairperson - \$250 total (one per elem. grade or secondary dept)
  - Destination Imagination Coach (Per Team) - 4%
  - Forensics Coach - 2%
  - Gifted & Talented Co-Hort Group - \$250 set amount
  - Instrumental Music Director at OHS - 14%
  - Instrumental Music Director at OMS - 9%
  - Mentor - \$250 set amount (limit of two (2) new teachers per mentor) (See Paragraph 4 below)
  - National Honor Society Supervisor – 4%
  - OHS Robotics Coordinator – 8%
  - OMS Robotics Coordinator – 4%
  - School Improvement Chair - \$350 (one per building)
  - Other Club Advisors - 2%
  - Play Director at OHS (each play) - 3%
  - Quiz Bowl Coordinator - 2%
  - SADD – 2%
  - STAND Supervisor at OMS - 2%
  - Student Council at Elementary - 3%
  - Student Council at OHS - 6%
  - Student Council at OMS - 5%
  - Study Table at OHS or OMS - \$12.50 per day
  - Vocal Music Director at OHS - 10%
  - Vocal Music Director at OMS - 4%
  - Yearbook Advisor – OHS Comet - 9%
  - Yearbook Advisor – OHS – 4% when part of class
  - Yearbook Advisor – Elementary - 1%, OMS – 2%

2. The Association waives its right to bid on the Board's subcontracting of coaching positions, except as stated below:

Any current OEA member who has served the district as a coach for 15 years or more will be given the option to remain on the Otsego Public Schools' payroll. Any current OEA member who serves as a coach may opt to be paid via Otsego Public Schools' payroll for a maximum of 5 years per sport coached. These 5 years will be designated at the coach's request.

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

The OEA and the Board recognize that any coach that was previously capped at step 13 of the salary schedule will remain on that step until his/her coaching duties are terminated.

4. Compensation for all extra duty assignments shall be paid in biweekly installments during the time period the assignment is being performed by the teacher. Extra duty assignments that span the entire school year shall be compensated in biweekly payments over the course of the entire school year in the same number of installments as the teacher's annual salary.

All salaries for extra duty assignments will be based on the 1<sup>st</sup> lane of the salary schedule, starting at step 1, and will be capped on the 7<sup>th</sup> step of that schedule.

### **Additional Information on Wages and Benefits**

Future Salary Increases–Tied to Audited (Previous Year (2024-2028)) Fund Balance

- Above 17%: 3% on salary schedule
- Between 14% -16.9%: 2% on salary schedule
- Below 13.9%: 1% on salary schedule

Members who elect to retire in 2025 or 2026 will receive a one time, off schedule payment to their tax deferred account of \$10,000. Members who want to participate in this incentive must have their letter of intent turned in to Central Office by March 1st of the year they intend to retire.

During the term of this contract, OEA members will advance one full step each year.

Lane Payments: Master's Plus 15 = \$500 bonus into a tax deferred account each year Master's Plus 30 = \$1,000 bonus into a tax deferred account each year.

In order to qualify for the Master's Plus bonus payments, teachers must have credits turned in to Central Office on or before September 1, 2022.

**Attachment A**

**Salary Schedule 2024-2025**

Step	BA	MA+
1	\$45,000.00	\$50,000.00
2	\$46,350.00	\$51,350.00
3	\$47,700.00	\$52,700.00
4	\$49,050.00	\$54,050.00
5	\$50,400.00	\$55,400.00
6	\$51,750.00	\$56,750.00
7	\$53,100.00	\$58,100.00
8	\$54,450.00	\$59,450.00
9	\$55,800.00	\$60,800.00
10	\$57,150.00	\$62,150.00
11	\$58,500.00	\$63,500.00
12	\$59,850.00	\$64,850.00
13	\$61,200.00	\$66,200.00
14	\$62,550.00	\$67,550.00
15	\$63,900.00	\$68,900.00
16	\$65,250.00	\$70,250.00
17	\$66,600.00	\$71,600.00
18	\$67,950.00	\$72,950.00
19	\$69,300.00	\$74,300.00
20	\$70,650.00	\$75,650.00
21	\$72,000.00	\$77,000.00
22	\$73,350.00	\$78,350.00
23	\$74,700.00	\$79,700.00
24	\$76,050.00	\$81,050.00
25	\$77,400.00	\$82,400.00
26	\$78,750.00	\$83,750.00
27	\$80,000.00	\$85,000.00

**Salary Schedule 2025-2026**

Step	BA	MA+
1	\$46,350.00	\$51,500.00
2	\$47,740.50	\$52,890.50
3	\$49,131.00	\$54,281.00
4	\$50,521.50	\$55,671.50
5	\$51,912.00	\$57,062.00
6	\$53,302.50	\$58,452.50
7	\$54,693.00	\$59,843.00
8	\$56,083.50	\$61,233.50
9	\$57,474.00	\$62,624.00
10	\$58,864.50	\$64,014.50
11	\$60,255.00	\$65,405.00
12	\$61,645.50	\$66,795.50
13	\$63,036.00	\$68,186.00
14	\$64,426.50	\$69,576.50
15	\$65,817.00	\$70,967.00
16	\$67,207.50	\$72,357.50
17	\$68,598.00	\$73,748.00
18	\$69,988.50	\$75,138.50
19	\$71,379.00	\$76,529.00
20	\$72,769.50	\$77,919.50
21	\$74,160.00	\$79,310.00
22	\$75,550.50	\$80,700.50
23	\$76,941.00	\$82,091.00
24	\$78,331.50	\$83,481.50
25	\$79,722.00	\$84,872.00
26	\$81,112.50	\$86,262.50
27	\$82,400.00	\$87,550.00

**ARTICLE 19**  
**TERM OF CONTRACT**

All Articles of this Agreement shall be effective upon ratification and signing by both parties through June 30, 2028. District calendar will be agreed upon by May of each year.

If neither party shall give notice to reopen this Agreement as provided above, the Agreement shall continue in effect for successive periods of one year, unless and until written notice for reopening is given on or before June 1<sup>st</sup> of any subsequent contract anniversary date.

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


“DISTRICT”

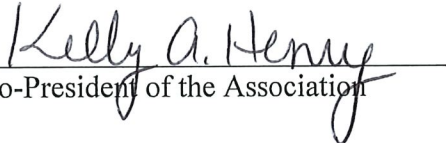
By:   
President of the Board

By:   
Secretary of the Board

Ratified: August \_\_, 2024

“ASSOCIATION”

By:   
Co-President of the Association

By:   
Co-President of the Association

Ratified: August \_\_, 2024

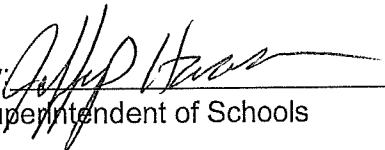
Letter of Agreement

For the calendar years of 2025-2028, the OEA and board agree to amend the current OEA contractual agreement as follows: in lieu of 4 sessions of evening conferences for the high school teachers, we agree to 1 session of parent teacher conferences in the evening during the 1st trimester of school, and the rest of the time originally scheduled for parent teacher conferences will instead be spent working with students after school throughout the year.

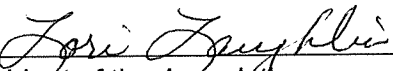
Each OEA member in the high school will be responsible for working from 3:05-4:05, 9 times, throughout the year. This commitment will be prorated for shared staff. This time will be spent tutoring students when students are in attendance, contacting parents when necessary, and being available for parents when necessary.

Teachers will be expected to stay, regardless of student participation, for the entire time unless weather has deemed all after school activities canceled for that particular day. This canceled session will not be required to be made up at a later time. If a teacher scheduled to work is ill, or is otherwise absent, it is his/her responsibility to find someone to cover the tutoring session. Regardless if a replacement is found or not, the scheduled teacher will not be required to make up the tutoring session unless absenteeism becomes problematic. In that case, the administration will follow up with the member.

"District"

By:   
Superintendent of Schools

"Association"

By:   
President of the Association  
