

Master Agreement

Between
Okemos Board of
Education
And
Ingham Clinton
Education
Association
MEA/NEA



2024-2025

TABLE OF CONTENTS

SECTION 1 - BASIC CONTRACTUAL PROVISIONS

1.1 - RECOGNITION	#
1.2 - DURATION OF AGREEMENT	#
1.3 - CONTINUITY OF OPERATIONS	#
1.4 - FEES AND SALARY DEDUCTIONS	#
1.5 - DUES DEDUCTIONS	#
1.6 - NEGOTIATION PROCEDURE	#
1.7 - MISCELLANEOUS PROVISIONS	#
1.8 - GRIEVANCE PROCEDURE	#

SECTION 2 - EMPLOYMENT RELATIONSHIPS

2.1 - RIGHTS OF THE BOARD	#
2.2 - FACULTY RIGHTS	#
2.3 - GENERAL WORKING CONDITIONS	#
2.4 - SENIORITY	#
2.5 - RECRUITMENT, SELECTION, APPOINTMENT, AND CERTIFICATION	#
2.6 - ASSIGNMENTS, VACANCIES, AND TRANSFERS	#
2.6.A - Assignments	#
2.6.B - Schedule B Positions	#
2.6.C - Vacancies	#
2.6.D - Awarding Vacancies	#
2.6.E - Transfers	#
2.6.F - Involuntary Transfers	#
2.7 - DISPLACEMENT, REDUCTIONS, AND RECALL	#

2.8 - NON-RENEWAL	#
2.9 - TENURE AND NON-TENURE POSITIONS	#
2.10 - THIRD PARTY CONTRACTING OF NON-INSTRUCTIONAL SUPPORT SERVICES	#
2.11 - REPRESENTATION	#
2.12 - DISCIPLINE	#

SECTION 3 - PERFORMANCE EVALUATIONS

3.1 - RATINGS	#
3.2 - TRACKS	#
3.3 - IDP: INDIVIDUAL DEVELOPMENT PLAN	#
3.4 - MENTOR TEACHER	#
3.5 - EVALUATION TOOL FRAMEWORK	#
3.6 - EVALUATION PROCESS	#
3.7 - EVALUATION TIMELINES	#
3.8 - TRANSPARENCY OF TEACHER EVALUATION DOCUMENTS	#
3.9 - TRAINING ON EVALUATION SYSTEM, TOOLS, AND REPORTING FORMS	#
3.10 - NON-TEACHING PROFESSIONALS	#
3.11 - FUTURE CHANGES TO EVALUATION PROCESS	#

SECTION 4 - TEACHING CONDITIONS

4.1 - CLASS SIZE	#
4.2 - TEACHING HOURS	#
4.3 - MONTESSORI PROGRAM	#
4.4 - CALENDAR DEVELOPMENT	#
4.5 - SCHOOL IMPROVEMENT/PROFESSIONAL DEVELOPMENT	#

4.6 - EDUCATIONAL DEVELOPMENT PROGRAM	#
4.7 - STUDENT DISCIPLINE AND TEACHER PROTECTION	#
4.8 - SERVICES TO STUDENTS WITH A DISABILITY	#
4.9 - ASSAULTS AND PROPERTY LOSS/DAMAGE	#

SECTION 5 - ABSENCES AND LEAVES

5.1 - ABSENCE PROCEDURES	#
5.2 - SICK DAYS	#
5.3 - COURT APPEARANCE, SCHOOL CLOSINGS, AND TRAVEL DIFFICULTIES	#
5.4 - PAID TIME OFF (PTO) DAYS	#
5.5 - ASSOCIATION DAYS	#
5.6 - UNPAID LEAVES OF ABSENCE	#
5.6.B - Sabbatical Leave	#
5.6.C - Maternity Leave	#
5.6.D - Parental Leave	#
5.6.E - Health and Hardship Leave	#
5.6.F - Military Leave	#
5.6.G - Teaching Leave	#
5.6.H - Public Affairs Leave	#
5.6.I - Educational Leave	#
5.7 - PERSONAL LEAVE OF ABSENCE	#
5.8 - FAMILY MEDICAL LEAVE ACT	#

SECTION 6 - COMPENSATION AND BENEFITS

6.1 - SALARY GUIDE	#
--	---

6.2 - [PERFORMANCE BASED COMPENSATION](#) #

6.3 - [SALARY SCHEDULE](#) #

6.4 - [EXTRA DUTY PAY](#) #

6.5 - [INSURANCE BENEFITS](#) #

6.6 - [RETIREMENT BENEFITS](#) #

SECTION 7 - SHARED TEACHING

7.1 - [SHARED TEACHING](#) #

SECTION 8 - AGREEMENT

8.1 - [AGREEMENT](#) #

SECTION 9 - APPENDIX

APPENDIX A - [ADDITIONAL CERTIFICATION / NEW ENDORSEMENT](#) #

APPENDIX B - [SCHOOL CALENDARS](#) #

APPENDIX C - [GRIEVANCE REPORT FORM](#) #

SECTION 10 - LETTERS OF AGREEMENT

LOA.1 - [PART-TIME EMPLOYMENT WHILE ON SABBATICAL LEAVE](#) #

SECTION 11 - INDEX

SECTION 12 - GLOSSARY

BASIC CONTRACTUAL PROVISIONS

1.1 - RECOGNITION

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

1.2 - DURATION OF AGREEMENT

- A.** This Agreement shall be effective as of July 1, 2023 through June 30, 2025. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the dates indicated.

1.3 - CONTINUITY OF OPERATIONS

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

1.4 - FEES AND SALARY DEDUCTIONS

- A.** The Association shall indemnify and save the Board harmless for all sums improperly checked off and remitted to the Association plus any costs, including attorney's fees incurred by the Board in connection therewith.
- B.** The Board agrees to make payroll deductions for bargaining unit members upon proper authorization, including:
 - 1.** hospitalization, medical, and dental insurance
 - 2.** verity long term care insurance
 - 3.** credit union / banking institution
 - 4.** tax sheltered annuities as approved by the Board including MEA Financial Services
 - 5.** group life insurance premiums for one carrier as approved by the Board
 - 6.** United Fund

7. U.S. Government savings bonds
 8. and such other deductions as may be mutually agreed upon between the Superintendent or designee of the superintendent and the Association
 9. Dues Deduction ([1.5](#))
 10. 457b Plan, Roth Plan, and/or 403b
- C. Bargaining unit members who have unapproved absences shall have 1/nth deducted from their contracted salary (n = # of teacher workdays).
 - D. Upon appropriate written authorization from the bargaining unit member, the Board shall deduct from the after-tax salary of such bargaining unit member and make appropriate remittance for any MEA Financial Services mutual funds or other approved mutual funds. It is understood that it is the bargaining unit member's responsibility to designate their election of funds and to complete the necessary forms to implement the requested remittance. The remittance may not be changed more than twice in any school year.
 - E. The Board and Association agree to implement a 457b Plan, Roth Plan, and/or 403b.
 - F. All bargaining unit members will have their pay directly deposited into an account established by the employee. Direct deposit will be required for all payroll related payments (examples: salary, longevity, extra duty etc.).

1.5 - DUES DEDUCTIONS

- A. Any bargaining unit member who is a member of the Association or who has applied for membership may sign and deliver to the Human Resources Department a written authorization for the deduction of professional dues in the Association. Such authorization shall continue in effect from year to year unless revoked in writing by the bargaining unit member to the Association with the indicated copy to the District.
- B. Bargaining unit members employed after the commencement of the school year shall have deductions appropriately pro-rated to complete payments by the following June. If at any time the bargaining unit employee provides written notice to the Superintendent

or designee that they are nullifying their authorization for dues deductions, the Board shall have the right to immediately suspend collection of the membership dues for that specific employee.

- C. Deductions will be made in equal amounts from the paychecks of the bargaining unit employee beginning with the second pay following receipt of the voluntary written authorization from bargaining unit employee and, unless the Board receives a written request from the bargaining unit employee to discontinue deductions, continuing through the last pay in June of each year. Written authorization shall be solicited once per year as mutually agreed to by both the District and Association. Association members who are hired after the start of the school, will have 30 days to elect for payroll deduction.

1.6 - NEGOTIATION PROCEDURE

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

1.7 - MISCELLANEOUS PROVISIONS

- A. This Agreement shall constitute the full and complete commitments between the parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written signed amendment.
- B. All individual contracts shall be made expressly subject to the terms of this Agreement.
- C. This Agreement shall supersede any policies, rules or procedures of the Board which shall be contrary to or inconsistent with its terms.
- D. If any provision of this Agreement or any application of this Agreement to bargaining unit members shall be found contrary to law, then such provision or application shall not be

deemed valid and subsisting except to the extent permitted by law. All other provisions or applications shall continue in full force and effect.

- E.** Copies of this Agreement shall be available on-line for all employees to review. All newly employed bargaining unit members shall receive a copy of this Agreement.
- F.** Should the Board decide to grant a charter to a public school academy, the Association shall be notified in writing prior to taking final action to grant the charter.
- G.** If an emergency financial manager is appointed by the State under PA 4 of 2011, Fiscal Accountability Act, the emergency manager may reject, modify or terminate the collective bargaining agreement, in accordance with the law. This clause is included in this agreement because it is legally required by state law.

1.8 - GRIEVANCE PROCEDURE

- A.** A "[grievance](#)" shall be defined as:
 - 1.** A claim by a bargaining unit employee or a group of bargaining unit employees or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement or any established practice, rule, order, policy, or regulation affecting bargaining unit employees may be processed as a grievance.
 - 2.** Any contractual matter including but not limited to the evaluation, layoff or recall, assignment, transfer, discipline, non-renewal or discharge of any bargaining unit member is subject to the grievance process.
 - 3.** Bargaining unit members may present any grievance with full assurance that such presentation will in no way prejudice their employment or status with the Board.
 - 4.** If the Association has a grievance, the procedure will be initiated at Level 2 of the process. The grievance will be presented by the OEA President.
 - 5.** [Days](#) will be defined as those days when school is in session. During summer months, then days will be defined as business days.

6. Grievances shall be submitted in writing utilizing the grievance report form provided in the appendix.

B. Levels

1. Informal Level: When a bargaining unit employee believes a grievable incident has occurred, they shall first discuss the matter in a meeting with their immediate supervisor in an effort to resolve the [complaint](#); they may do so with the accompaniment of an association representative.
2. Level 1: If the bargaining unit employee is not satisfied with the result at the Informal Level, they may formalize the complaint by filing a written grievance within 10 days. Said grievance shall be given to the direct supervisor and a copy will also be given to the OEA President. The supervisor shall, within five days of receipt of the grievance, meet with the grievant and an association representative if desired by the grievant. Within five days of said meeting, the supervisor shall render a written decision. A copy of this decision shall be given to the grievant(s) and the OEA President.
3. Level 2: If the grievant is not satisfied with the disposition of the grievance at Level 1, the grievance shall be transmitted to the Superintendent or designee within five days of receipt. In cases where the Association is initiating a grievance at Level 2, this shall be filed within 10 days of the alleged grievance. In either case, the Superintendent or designee shall meet with the grievant and/or a member of the leadership team of the OEA within five school days of the filing. The Superintendent shall render a written decision within five days after the conclusion of the meeting, with copies delivered to the Association and the grievant.
4. Level 3: If the Association or grievant is not satisfied with the disposition of the grievance at Level 2, the grievance shall be transmitted to the Board within five days of receiving the written decision. The Board then has five days to decide whether to waive a hearing, or to hold a hearing with the full Board or the grievance committee. The decision will be given in writing to the grievant/Association. If the Board does not respond or elects to waive the hearing, the Association may proceed to arbitration.

If a hearing is to be held, it shall occur within 15 days of the written decision. Upon the conclusion of the hearing, the Board will render and deliver a written decision within five days.

- 5.** Level 4: If the Association is not satisfied with the decision or the timelines have not been met, the grievance may be submitted to arbitration. The Association will notify the Board President of its intent to pursue arbitration within 15 days of the written decision or the expired timeline. If the parties cannot mutually agree to an impartial arbitrator, then the arbitrator shall be selected by the American Arbitration Association (A.A.A.) in accordance with its rules which shall likewise govern the arbitration proceeding. The Association will submit the grievance to arbitration within 15 days of this notice, and the parties will mutually agree upon an arbitrator within 10 days of receiving a list of potential candidates from the A.A.A. After an arbitrator is empowered to rule on a case, the arbitration process cannot be withdrawn except by mutual consent of the Board and the Association.
 - a.** Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction.
 - b.** The arbitrator shall have the authority to issue any appropriate remedy but shall not have the authority to modify in any way the terms of the Master Agreement.
 - c.** The fees and expenses of the arbitrator shall be shared equally by the Association and the Employer.
 - d.** Bargaining unit members involved in the arbitration hearing will not be docked pay nor be required to use PTO days to attend any such hearing.
 - e.** The arbitrator shall utilize a "reasonable and just cause" standard of review when issuing any findings and any remedies.

C. Miscellaneous Conditions

- 1.** Time limits may be extended by mutual written agreement of both parties.
- 2.** Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
- 3.** If any bargaining unit employee for whom a grievance is sustained shall be found to have been unjustly discharged, they shall be reinstated with full reimbursement of all compensation lost. If any bargaining unit employee shall have been found to have been improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid to them, and their record cleared of any reference

to this action. In cases that go to arbitration, the arbitrator may determine compensation plus reasonable interest to be paid to the member.

- 4.** Upon consent of the bargaining member, and for the purpose of assisting a bargaining unit employee or the Association in the prosecution or defense of any contractual, administrative, or legal proceeding, including but not limited to grievances, the Employer shall permit an Association representative access to and the right to inspect and acquire copies of personnel files and any other files or records of the Employer which pertain to an affected bargaining unit employee or any issue in the proceedings in question. Confidential letters of reference secured from sources outside of the school system shall be excluded from inspection.
- 5.** A bargaining unit employee who must be involved in the grievance procedure during the workday shall be excused with pay for that purpose.
- 6.** If the Association violates the time limits specified herein at any level, the grievance shall be considered dropped. If the Employer violates the time limits specified herein, the grievance shall be considered granted.
- 7.** Mediation (Optional) - At any point during the grievance process mediation may be mutually agreed upon by the parties. Below are the parameters for such process:
 - a.** Initiation of Mediation
 - 1.** Either party may initiate mediation by providing written notice to the other party within 5 days of the written decision of Level 3 grievance. Both parties will need to agree to mediation if request is initiated by one of the parties.
 - 2.** The written notice shall include a brief description of the nature of the dispute and the specific issues to be addressed in mediation.
 - b.** Selection of Mediator
 - 1.** Within 5 days of receiving the notice of mediation, the parties shall mutually agree on a mediator utilizing MERC labor mediators.
 - c.** Mediation Process

1. Mediation sessions shall be conducted in a timely manner, and the parties agree to make reasonable efforts to schedule sessions at mutually convenient times.
2. The mediator shall facilitate discussions between the parties and assist in identifying potential solutions but shall not have the authority to impose a settlement or make binding decisions

d. Costs

1. The costs of mediation, including the mediator's fees and expenses, shall be shared equally by the Board and the Association.
2. Each party shall bear its own costs and expenses related to the preparation for and participation in mediation. Substitutes for teachers will be covered by the district.

e. Outcomes and Agreement

1. If the mediation results in a resolution of the dispute, the parties shall execute a written settlement agreement that outlines the terms of the resolution. This agreement shall be binding upon the parties and no longer subject to the grievance and arbitration provisions
2. If the mediation does not result in a resolution, the parties retain the right to pursue the arbitration process.

EMPLOYMENT RELATIONSHIPS

2.1 - RIGHTS OF THE BOARD

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

2.2 - FACULTY RIGHTS

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

operators. The Association shall pay for the cost of all materials, supplies and other costs incidental to such use.

- C.** Upon request, the Board will furnish to the Association, a copy of all available public information related to the financial resources of the District, Board meetings, faculty addresses, and such information as will assist the Association in developing programs on behalf of bargaining unit members, together with reasonable information which may be necessary for the Association to process a grievance. The Association shall reimburse the district the cost pursuant to FOIA.
- D.** Bargaining unit members shall be involved in the initial planning for educational specifications for building and for annual budget requests. The Board also recognizes the contributions to be made by bargaining unit members in the development of plans having a direct bearing upon the educational program of their classes or schools.
- E.** Recognizing good teaching as the hallmark of the professional teacher, the Board looks to the faculty as professionals, trained in the preparation and development of educational programs. The Board and the Association consider excellence as the only acceptable standard in the education of children and place confidence in the ability of the faculty to be innovative, to base its innovations upon research and the development of well-constructed programs before employing them in the classroom. It is the responsibility of the Board to provide resources for such Board-approved activities. The faculty shall subject its instruction to continuing evaluation. The Board delegates the careful scrutiny of written proposals for innovation to the administration.
- F.** The provisions of this Agreement and the policies and practices of the district shall be applied without regard to race, color, national origin, religious belief, political activities, professional association activities or lack of activities, age, marital status or, sexual orientation, gender, or disability.
- G.** The Michigan Child Protection Law requires the parties to report child abuse or neglect to the Department of Protective Services where there is reasonable cause to suspect that a student has been abused or neglected as defined by said law. Said law provides that the name of any person who reports child abuse/neglect is confidential and further, that disclosure of same may result in criminal as well as civil liability/penalty.
- H.** Bargaining unit members shall have the right to expect the support of the administrative staff and the Board in assisting with student disciplinary problems within the policies established by the Board.

- I. Bargaining unit members shall be free to discuss findings and conclusions in their respective fields or areas of knowledge. New ideas based upon scholarly evidence, contemporary thought, and conflicting opinions among specialists may be discussed in the classroom. It is correspondingly recognized that academic freedom and responsibility exist within the framework of the law, the K-12 setting and the community. A bargaining unit member shall not seek to advance or promote personal, political, or religious views in the classroom.
- J. The Association shall have the right to post notices of its activities and matters of concern on faculty bulletin boards, at least one of which will be provided in each school. The Association may use the regular inter-school mail service and faculty mailboxes for communications to faculty personnel.
- K. Bargaining unit members will be informed by their building administrator of budgetary changes which would affect their program. Bargaining unit members will be given the opportunity to present to appropriate administrators the implications of such changes on their programs. This provision shall not be construed as an attempt to control budgetary matters which are the sole responsibility of the Board; rather, its intent is to improve budgetary communication among teachers, administrators, and the Board.
- L. All teachers will provide lesson plans for substitute teachers. A substitute will be provided for art, music, physical education, special education classroom teachers and special education resource room/teacher consultants when they are absent. Specialists in the foregoing areas shall provide lesson plans for substitutes who are not trained in that discipline.
- M. The faculty may utilize the Day Care facilities at residential rates.
- N. Bargaining unit members agree to comply with policies, rules and procedures as adopted by the Board and administration provided same are consistent with the provisions of this Agreement.
- O. If the Board receives a Freedom of Information Act (F.O.I.A.) request concerning materials contained in a bargaining unit member's personnel file, it will notify the Association and the bargaining unit member prior to or at the time of fulfilling the request of the materials requested and if requested by the bargaining unit member, furnish copies of the materials. The Board reserves the right to charge the Association the same amount for copies as it charges the person making the request under the Freedom of Information

Act (F.O.I.A.). If other requested materials are not in the personnel file and the bargaining unit member is named in the F.O.I.A. request, then the foregoing shall also apply.

2.3 - GENERAL WORKING CONDITIONS

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

2.4 - SENIORITY

- A.** No later than 30 days following the ratification of this agreement, and by every September 1st every year thereafter, the employer shall prepare a seniority list.
- B.** The seniority list shall be delivered to each bargaining unit member by September 1st of each school year. Challenges or revisions to the list must be filed with the Human Resources office and the Association by October 1st of that same year; Otherwise, the seniority list will be considered final for that school year. Should there be disagreement

by October 1st of the school year, the Board and Association shall submit the issue to Expedited Arbitration under the rules of the American Arbitration Association for determination of the final seniority list. Additionally, an updated seniority list will be provided to the Association December 1st, March 1st, June 1st of each year.

1. In accordance with [state law](#) the district will provide to the association every year by September 1st and every 90 days thereafter a seniority list that includes each employee's:
 - a. first, middle, and last name
 - b. department or agency
 - c. classification
 - d. address of primary work location
 - e. home address. However, if the public employee's home address is a confidential address, the public employer shall not provide the home address of the public employee and shall instead provide the public employee's designated address. As used in this subdivision:
 1. "confidential address" means that term as defined in section 3 of the address confidentiality program act, 2020 PA 301, MCL 780.853
 2. "designated address" means that term as defined in section 3 of the address confidentiality program act, 2020 PA 301, MCL 780.853
 - f. personal telephone number
 - g. personal email address
 - h. work email address
 - i. date of hire
 - j. employee identification number, if applicable
 - k. full-time or part-time employment status
 - l. wage

2.6 - CERTIFICATION AND QUALIFICATION

A. Certification

- 1.** The term “[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, and/or 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. Preference will be given to those holding standard or professional certification over any form of interim certification.

B. Qualification

- 1.** Teachers shall be considered qualified for positions for which they possess the appropriate certification. Further, their degree of "qualified" status for any position in the district shall be determined by the following:
 - a.** Employees awarded a position must have at least seventy-five percent of their year-end evaluations as a bargaining unit employee rated as “highly effective” or “effective”. In the event no internal employee meets the criterion, then this requirement shall not apply.
 - b.** If two or more employees equally meet the above standard, then the position shall be awarded to the employee with the most length of service within the bargaining unit, as defined by their Seniority List Ranking.
 - c.** In the event there is a reduction in the number of counselors, reading specialists, SLPs, LMC, or other non-teaching professionals, the least senior counselor, reading specialist, or LMC coordinator will be reassigned to a vacant teaching position, rather than laid off, provided they are certified and qualified. If no such vacancy exists, they shall be given the first position for which they are certified and qualified that is currently held by the person with the lowest seniority.

2.7 - ASSIGNMENTS, VACANCIES, AND TRANSFERS

A. Assignments

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

B. Schedule B Positions

- 1.** Except for those extra-duty positions that are expected to be held by the teacher assigned to the specific classes of band, orchestra and choir, assignments in addition to the regular teaching load including extra-duty positions shall not be obligatory but will be with the consent of the bargaining unit member.
- 2.** Vacant positions shall be posted at the end of a season or at the end of the school year, whichever is applicable. All bargaining unit applicants shall be granted an informal interview.
 - a.** If an incumbent who has held the position is not performing the job duties as expected, they will receive documented coaching in an attempt to allow them to perform jobs duties as expected in order to maintain their position.
 - b.** If, after a minimum of three months of coaching and a reasonable time to perform job duties as expected is allowed, the incumbent is still not performing job duties as expected, the schedule B position shall be considered open to all applicants.
- 3.** Prior to posting Schedule B vacancies, the athletic director or building supervisor shall confirm with the incumbent of their intention to maintain or surrender their position for the following year.

C. Vacancies

- 1.** For purposes of this Agreement, a vacancy shall be defined as a position in the bargaining unit which the Board intends to fill and for which there are no displaced, qualified teachers.

2. Whenever a vacancy occurs in the bargaining unit, which is to be permanently filled, the Human Resources Office shall publish the posting via school email for a minimum of five business days.
3. The administration shall have the right to fill a vacancy on a temporary basis. A temporary position shall be defined as one that is intended to last less than one school year.
4. In order to minimize disruption to students and programming, should a vacancy occur on or after the first day teachers report to work, it will be considered a temporary position and only posted externally unless the Association and Board agree to proceed otherwise. By the end of May of that academic year, the temporary position, as originally posted, will be posted internally as a vacancy for the following school year if the position still exists. In the event another bargaining unit member is selected to fill the vacancy, the bargaining unit member who held the temporary position will be eligible to apply for other vacancies as they exist.
5. During the summer months when school is not in session, the Human Resource Office shall continue to send all notices of vacancies to bargaining unit members' school email addresses.
6. If a certified, qualified internal candidate who has been rated Effective for the past two years is an applicant, they shall be given the position. Should two or more meet this criteria, then the definition of seniority ([2.4](#)) shall apply for rewarding the position. If there is still a tie then the tie breaker rules in *Reduction in Force and Recall* ([2.8.C.1.a.5](#)) will be applied.

D. Awarding Vacancies

1. In filling vacancies, the Human Resources Office shall be governed by the following provisions:
 - a. Prior to posting any vacancy, displaced teachers will be assigned as set forth in *Displaced Teachers* ([2.8.B](#)).
 - b. Should there be a bargaining unit member on layoff who is certified and qualified for a vacancy, the Human Resources Office shall not post such vacancy, but shall recall the laid off bargaining unit member.

- 1.** Involuntary transfers may be affected only for reasonable and just cause. Thirty days' notice of the intention to transfer specifying the reasons for same and the specific position to be transferred to shall be provided to the affected bargaining unit member and the Association. Cause for involuntary transfer includes only cause involving the individual's performance or as 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 *Displacement, Reduction, and Recall* (2.8). No bargaining unit member shall be involuntarily transferred to implement a school improvement plan developed pursuant to any enacted State or Federal Laws unless required by that statute.
- 2.** Should a bargaining unit member be involuntarily transferred to a different building or reassigned to different grade level or department, the following procedures shall apply:

 - a.** The bargaining unit member shall have the right to a conference with regard to the reasons for such change prior to the final decision. If after said conference the bargaining unit member is of the opinion that the change was arbitrary or capricious, they may file a grievance at Level Two of the grievance procedure.
 - b.** If a transfer to a different building or reassignment to a different grade/department is being considered after written notification of assignments, the bargaining unit member to be affected shall be notified and upon their request, a conference will be held within seven calendar days of said written notification. Once a final decision is made with regard to the transfer or reassignment, it shall be in writing, signed by the Superintendent or their designee and shall set forth the reasons for the transfer or reassignment. The bargaining unit member who objects to such transfer or reassignment shall have the right to file a grievance at Level Two of the grievance procedure.
- 3.** Transfers or reassignments which require substantially different preparation shall entitle a bargaining unit member to two days comp time. Substantial shall be defined as an elementary grade level change or middle/high school department change of at least three periods which, in all cases, have not been assigned to the bargaining unit member during the preceding three years. This shall not apply when the transfer or reassignment is pursuant to the bargaining unit member's request for same.

2.8 - DISPLACEMENT, REDUCTIONS, AND RECALL

- A.** If a bargaining unit member has an involuntary reduction in hours, in the first year of reduction, a bargaining unit member shall not suffer a reduction in insurance benefit levels for the school year in which the reduction in hours occurred. After that school year, insurance benefit levels will be adjusted.

- B.** Displaced Teachers
 - 1.** The first step in staffing the educational program in each year shall be through the assignment and/or reassignment of bargaining unit members within a building or department.

 - 2.** The second step in staffing will be the assignment and/or reassignment of “displaced” bargaining unit members. A bargaining unit member will be considered “displaced” if their position has been eliminated (i.e., the elimination of a program or reduction of a grade) or if they are scheduled to return from a leave of absence of one year or longer.
 - a.** A list of the displaced bargaining unit members will be developed and shared with the Association by May 31 of each year based on current enrollment information at the time.

 - b.** The bargaining unit members who are displaced because of the elimination of a program or reduction of a grade will be notified in writing regarding this change in status by May 15 of each year. Bargaining unit members may volunteer to be displaced.

 - c.** A bargaining unit member returning from a leave of absence will be assigned to the position they vacated, if available. If that position is not available, the bargaining unit member will be considered displaced.

 - d.** All anticipated, unfilled positions for the following school year should be listed and shared with displaced teachers and the Association by May 31.

 - e.** Displaced teachers will submit a list of preferred grade levels and/or buildings for the administrators’ consideration in the placement process. The preferred list

shall be submitted to the Human Resources department within one week of receiving the listing of unfilled positions.

- f.** An opportunity for dialogue between the principal of the building where the position is available and the interested teacher will be provided, allowing both parties to discuss the appropriateness of the assignment.
 - g.** All displaced teachers will be assigned to unfilled positions prior to any posting, as long as they are certified and qualified for said position.
 - h.** Per lay-off language, bargaining unit members who are on lay-off will also be assigned to available positions, prior to posting vacancies, as long as they are certified and qualified.
- 3.** After assignments have been made as provided in this section, any remaining positions shall be considered as vacant and shall be posted and filled in accordance with the provisions set forth herein.

C. Reduction in Force and Recall

- 1.** 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. Further, it is recognized that the Association has the right to bargain with the Board of Education concerning the impact of Board-determined layoffs. In accordance with the foregoing rights and obligations, the parties have agreed as follows:
- a.** 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 teachers and then teachers who hold an interim teaching certificate will be laid off first, provided there are adequately certified and qualified teachers to replace them as allowed by law.
 - 2.** Teachers who do not meet certification standards as defined in *Certification* ([2.6.A](#)) will be laid off next, provided there are adequately certified and qualified teachers to replace them as allowed by law.

3. The Association will be notified of the contemplated reduction in personnel at least thirty (30) days before the layoff notices are distributed to the teachers. Teachers being laid off shall receive a 60-calendar day notice from the Human Resources Department in writing before the effective date of layoff for layoffs during the summer months and no less than one (1) full semester for layoffs during the school year.
 4. The Human Resources Department 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.
 5. 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.
- D. A teacher refusing an offer of recall to a position for which the teacher is adequately certified and most qualified per *Certification* ([2.6.A](#)) and *Qualification* ([2.6.B](#)) above 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 currently teaching 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.
1. Bargaining unit members' names will be retained on the recall list for a period not to exceed five years. Thereafter, a bargaining unit member shall lose all rights to recall.
- E. Teachers laid off shall have insurance benefits continued and paid by the Board in accordance with the provisions in (Insert Reference to Insurance in Contract) until the end of the following month of the notice of 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).

- F. This Document consists of the complete process for Displacement, Reduction in Force, and Recall. Any changes must be made by mutual agreement between the Board and the Association.

2.9 - NON-RENEWAL

- A. For the purposes of this Policy, non-renewal of a probationary teacher refers to the discontinuation of the employment relationship between the Board and the probationary teacher at the expiration of the probationary year following the process set forth in the [Teachers' Tenure Act #4 of 1937](#) (as amended). Teachers must serve a probationary period as required by the [Teachers' Tenure Act #4 of 1937](#) (as amended). A probationary teacher's contract may be non-renewed for performance-based reasons or for just cause.

1. Probationary Period

- a. A probationary teacher rated Developing or Needing Support may be subject to non-renewal consistent with the [Teachers' Tenure Act #4 of 1937](#) (as amended). To attain tenure, a probationary teacher must be rated Effective or Highly Effective (before July 1, 2024) on the teacher's three most recent year-end annual performance evaluations and serve at least four full school years. A teacher's probationary period may extend beyond four years.
- b. For a teacher who previously held tenure in another Michigan public school district, the teacher is subject to a two-year probationary period, unless the Board acts at the time of hire to grant tenure or reduce the teacher's probationary period.

2. Non-Renewal

- a. Probationary teacher non-renewal is subject to the non-renewal procedures specified in the [Teachers' Tenure Act #4 of 1937](#) (as amended).
- b. Before non-renewing a probationary teacher, the probationary teacher must receive written notice by the Superintendent or designee of the recommendation for non-renewal and the time, date, and place of the board meeting at which the Board will consider the recommendation. The

recommendation for non-renewal will state the reason(s) for the recommendation and will include supporting documentation. Documentation will include:

1. Lack of IDP progress
 2. Written feedback in mid-year and end of year feedback forms
 3. Any written documentation in the teacher's file
- c. The probationary teacher must receive written notice of Board action to non-renew the teacher's contract at least 15 calendar days before the end of the school year except as provided in *Non-Renewal (2.9.A.2.d)* below. If the teacher is hired after the beginning of the school year, notice of non-renewal must be received at least 15 calendar days before the teacher's anniversary date of hire.
- d. For a teacher who previously held tenure in another Michigan public school district, the teacher must receive written notice of non-renewal at least 60 calendar days before the completion of the probationary period.
3. The probationary teacher will be provided the opportunity to address the board in open or closed session and respond to the superintendent's or designee's recommendation to non-renew.
 4. The Board must take action in an open session on the recommendation to non-renew the probationary teacher
 5. The probationary teacher must be served with written notice of the board's action non-renewing the teacher's employment and a copy of the Board action within the timeframe required by the [Teachers' Tenure Act #4 of 1937](#) (as amended). The non-renewal notice will specify that a probationary teacher has the right to appeal the timeliness or legal effect of non-renewal. The appeal must be filed with the [State Tenure Commission](#) within 20 calendar days after the probationary teacher's receipt of the notice of non-renewal. A copy of the [Teachers' Tenure Act #4 of 1937](#) (as amended) should also be included with the notice.

2.10 - TENURE AND NON-TENURE POSITIONS

- A.** The Board will operate under the [Teachers' Tenure Act #4 of 1937](#) (as amended).
- B.** Bargaining unit members do not acquire tenure in the following positions. However, after satisfactory completion of the probationary period, all certificated personnel in these positions will be granted continuing tenure as classroom teachers, if they possess a classroom teaching certificate and if provided by law.
 - 1.** Counselors
 - 2.** Coordinators of Instructional Material Centers
 - 3.** Reading Specialists
 - 4.** Any other certified teacher employed other than as a classroom teacher
- C.** Assignment to extra-duty positions and extra pay for extra week assignments terminate at the end of each fiscal year and shall not constitute a tenure payment or a tenure assignment to the position and salary listed.
- D.** All Non-Teaching Professionals in the bargaining unit will have all of the rights as set forth in this contract.

2.11 - THIRD PARTY CONTRACTING OF NON-INSTRUCTIONAL SUPPORT SERVICES

- A.** General Prohibition: The bargaining unit positions covered under this Agreement shall not be contracted out to a third-party contractor.
- B.** Exception for Short-Term Contracting: Notwithstanding the above prohibition, the Board may contract out bargaining unit positions to a third-party contractor on a short-term basis for the purpose of ensuring continuity of support to students, provided that:
 - 1.** Duration: The short-term contract shall not exceed one school year in duration, shall not carry over into the next school year, and the Board shall provide written notice to the Association at least 30 days prior to entering into such a contract.

2. Purpose: The short-term contracting shall only be utilized in situations where immediate or temporary coverage is necessary due to unforeseen circumstances, such as emergency absences, or other situations that require urgent action to maintain student support. In addition, the position(s) that is in need will be posted following contractual language regarding vacancies and postings to fill the role with a non third-party contractor.
 3. Notification and Reporting: The Board shall report to the Association the details of each short-term contract, including the reasons for the contract, the duration, and the nature of the services to be provided.
- C. Review: The District and the Association agree to review the implementation of this provision annually to assess its impact and to address any concerns or necessary adjustments.

2.12 - REPRESENTATION

- A. The employer shall offer association representation to the bargaining unit employee in any case involving potential formal disciplinary action where an allegation has been made against the employee by a caregiver/parent, student, or colleague that is the subject of the meeting or if the administration suspects the employee may have committed some offense; this offer must be made in writing and shall be signed by the member. In addition, a bargaining unit member may have representation at any meeting with administration upon their request. The association representative shall be informed of the subject matter of any meeting a bargaining unit employee is required to attend in advance of the meeting and shall be permitted to meet privately with the employee in advance of such a required meeting. The employee shall be entitled to the representative of their choice, but if that person is not available, the meeting will not be unreasonably delayed; no action shall be taken until an alternate building rep or member of the OEA executive leadership team has been contacted and a reasonable amount of time has been given for one of them to attend. If an employee is offered representation and declines, they may revoke that waiver and insist on representation at any time. If this occurs during said meeting, the meeting shall be halted until representation has been acquired following the provisions above.

2.13 - DISCIPLINE

- A.** The term "[discipline](#)" as used in this Agreement includes warnings, reprimands, suspensions with or without pay, reductions in rank or compensation, discharges, nonrenewal of probationary bargaining unit members, non-renewal of bargaining unit members deemed to be in a period of probation under the [Teachers' Tenure Act #4 of 1937](#) (as amended), or other actions of disciplinary nature. Any such discipline, or adverse evaluation of a bargaining unit employee's performance, shall be subject to the grievance process. The specific grounds for disciplinary action will be presented in writing to the bargaining unit employee and the Association no later than the time discipline is imposed. All bargaining unit employees shall be treated fairly and equitably.
- B. Complaints**
- 1.** If a principal shall receive a complaint regarding a bargaining unit member from a caregiver/parent or a student, they shall first investigate the validity of the complaint within a reasonable period of time. If they determine that the complaint is valid, it shall be brought to the bargaining unit member's attention.
 - 2.** Should a complaint be filed involving two or more bargaining unit members, the direct supervisor must first work to initiate resolution of the issue between the parties.
 - 3.** No complaint material, including but not limited to student, caregiver/parent, or school personnel complaints originating after initial employment, will be placed in a bargaining unit employee's personnel file.
- C.** No bargaining unit member shall be discharged, demoted, or disciplined without reasonable and just cause. All information forming the basis for disciplinary action will be made available to the bargaining unit member and the Association at the request of the bargaining unit member.
- D.** For discipline that involves the discharge or demotion of a tenured teacher or the non-renewal of a probationary teacher, the mandates, standards and procedures of the [Michigan Teachers' Tenure Act, MCL 38.71, et seq.](#), shall apply. This paragraph does not limit any reasonable and just cause rights attributable to the failure to properly comply with the annual evaluation requirements and provisions of this Agreement that are not governed by the [Teachers' Tenure Act #4 of 1937](#) (as amended).

- E.** A program of progressive discipline shall be followed. The following progression of discipline for each unrelated incident shall be followed prior to the imposition of any other economic discipline on any employee of the bargaining unit:
- 1.** Informal
 - a.** Oral warning (memorialized in writing)
 - b.** Written Warning not in file/Coaching session (memorialized in writing)
 - 2.** Formal
 - a.** Written warning in file (not part of evaluation)
 - b.** Written reprimand (warning plus corrective action, memorialized in writing, can be part of evaluation)
 - c.** One-day suspension without pay
 - d.** Three days suspension without pay
 - e.** Further suspensions without pay with possibility of termination
 - 3.** No suspension shall adversely affect any other rights or benefits under this Agreement. The parties recognize that the severity of an offense may provide just cause for bypassing some of the above disciplinary steps. In any case involving such bypass of steps, the Association shall be notified.
- F.** Unless a bargaining unit employee is disciplined at the written reprimand level or beyond, that employee shall not in any way subsequently be evaluated in their annual evaluation performance for the same incident.
- G.** Personnel File
- 1.** When material is to be placed in a bargaining unit employee's file, the affected employee shall review, and sign said material. Such signature shall be understood to indicate awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material. The bargaining unit employee may submit written notation or reply regarding any material and the same shall be attached to the material in question.

- 2.** With the exception of letters of recommendation and documents that are exempt under the [Bullard Plawecki Act](#), a bargaining unit employee will have the right to review the contents of all records of the Employer pertaining to said bargaining unit employee originating after initial employment and to have a representative of the Association accompany them in such review.
 - a.** Other examination of a bargaining unit employee's file shall be limited to qualified supervisory personnel, except that an Association representative may review such files when necessary for contract administration purposes or to provide bargaining unit employee representation in other administrative or legal proceedings.
 - b.** Each file shall contain a record indicating:
 - 1.** who has reviewed it
 - 2.** the date reviewed
 - 3.** the reason for such review
- 3.** No informal disciplinary actions shall be contained in the personnel file. Any such oral or written warning or coaching at a lower level shall be communicated to the individual; a written record shall be utilized to document said action but cannot be submitted to the personnel file.
- 4.** Personnel file will accurately reflect any arbitrator decision which can include expungement of related material. Except as limited by law, all disciplinary material submitted to a member's personnel file shall include a sunset provision determined by the Superintendent or designee for said document. All requests to expunge material contained in a member's personnel file must be initiated by said member, the removal of which is at the discretion of the Superintendent or designee.
- 5.** Complaint materials will not be placed in a bargaining unit employee's personnel file.

PERFORMANCE EVALUATIONS

3.1 - RATINGS

- A.** As of July 1, 2024, the Effectiveness Ratings will reduce from four rating choices to three. Per the Michigan Department of Education, the following should be used in translating the old effectiveness ratings to the new effectiveness ratings:



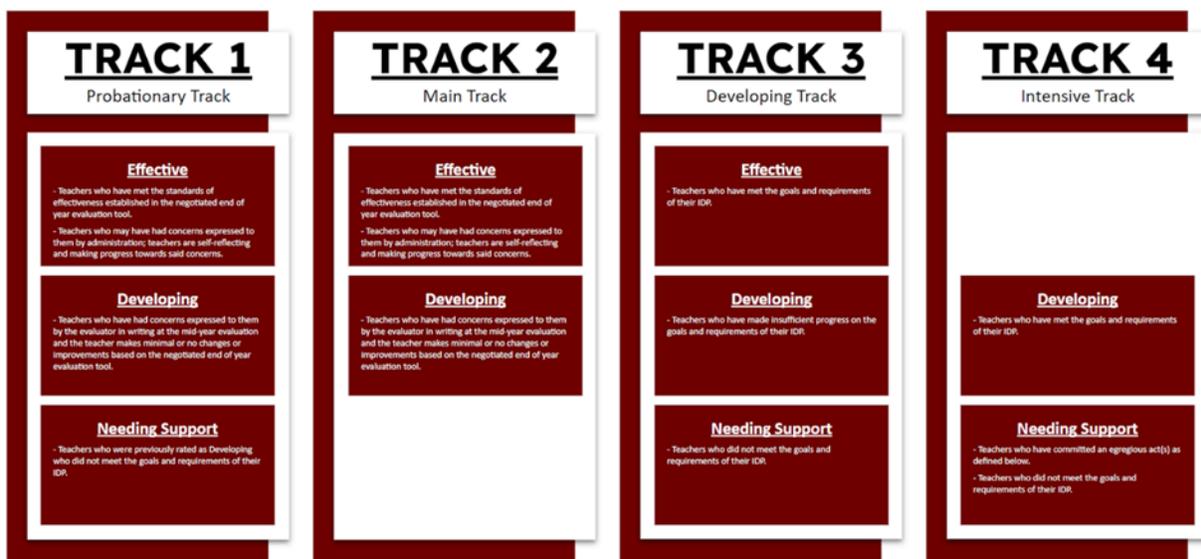
Current	Ineffective	Minimally Effective	Effective	Highly Effective
Starting July 1, 2024	Needing Support	Developing	Effective	

Districts that use mathematical averages to conduct ratings should consider that the "needing support" rating is equivalent to the former "ineffective" rating, the "developing" rating is equivalent to the former "minimally effective" rating, and the new "effective" rating would be equivalent to the range of scores for the former "effective" and "highly effective" ratings.

- B.** How to achieve effectiveness ratings when in each track shall be defined as:
 - 1.** Effective
 - a.** Track I
 - 1.** Teachers who have met the standards of effectiveness established in the negotiated end-of-year evaluation tool.
 - 2.** Teachers who may have had concerns expressed to them by the administration; teachers are self-reflecting and making progress toward said concerns.
 - b.** Track II
 - 1.** Teachers who have met the standards of effectiveness established in the negotiated end-of-year evaluation tool.
 - 2.** Teachers who may have had concerns expressed to them by the administration; teachers are self-reflecting and making progress toward said concerns.
 - c.** Track III

- c. Track III
 - 1. Teachers who did not meet the goals and requirements of their IDP.
- d. Track IV
 - 1. Teachers who have committed an egregious act(s) as defined below.
Teachers who did not meet the goals and requirements of their IDP.

HOW TO ACHIEVE RATINGS AT EOY

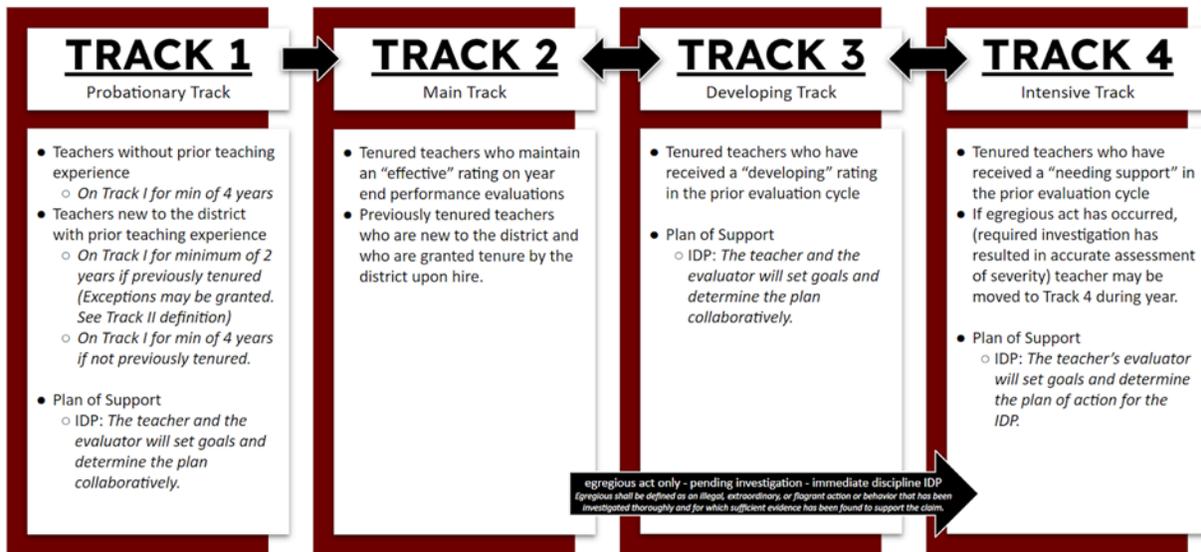


3.2 - TRACKS

- A. Definition - Tracks shall be defined as:
 - 1. Track 1: Probationary Track
 - a. Teachers without prior teaching experience will be on Track I for a minimum of four years.
 - b. Teachers new to the district with prior teaching experience will be:

1. On Track I for a minimum of two years if previously tenured (Exceptions may be granted. See Track II definition.)
 2. On Track I for a minimum of four years if not previously tenured
 - c. Teachers on Track I shall create an IDP collaboratively with their evaluator.
2. Track II - Main Track
 - a. Tenured teachers who maintain an Effective rating on year-end performance evaluations. Per Michigan Teacher Tenure Law, tenure is achieved by completing a minimum of four years of teaching in a probationary period and by earning three consecutive year-end performance evaluations with a rating of Effective whether it be in this district or in another tenure granting district.
 - b. Previously tenured teachers who are new to the district and who are granted tenure by the district upon hire.
3. Track III - Developing Track
 - a. Tenured teachers who have received a Developing rating in the prior evaluation cycle shall create an IDP collaboratively with their evaluator.
4. Track IV - Intensive Track
 - a. Tenured teachers who have received an end-of-year rating of Needing Support after a Developing rating was received in the prior evaluation cycle.
 - b. If an egregious act has occurred.
 1. Egregious shall be defined as an illegal, extraordinary, or flagrant action or behavior that has been investigated thoroughly and for which evidence has been found to support the claim.
 - c. The teacher's evaluator will set goals and determine the plan of action for the IDP.

DEFINITION OF TRACKS



3.3 - IDP: INDIVIDUAL DEVELOPMENT PLAN

A. Definition - An IDP will include and shall be defined as:

1. Identification of the area(s) needing support/goal for growth
2. Goal(s), specific to the identified area(s) of need, in addition to the Student Growth Goal, to be written in SMART goal format.
3. A [Mentor Teacher](#) as outlined in *Mentor Teacher* (3.4). They shall be informed of the conditions and requirements of the IDP to assist the mentee in the described performance goals of the IDP.
 - a. Track I teachers will have a mentor assigned by the building administrator.
 - b. Track III/IV teachers will provide administrators with up to three possible options for a mentor. The building administrator will then work to identify the best available match.

3.4 - MENTOR TEACHER

- A.** A [Mentor Teacher](#) shall be defined as a Master Teacher as identified in [Section 380.1526](#) of the Revised School Code and shall perform the duties of a Master Teacher as specified in the School Code and State Administrative Rules and Regulations.
- B.** Each bargaining unit member with an IDP shall be assigned one or more Mentor Teacher(s) by the Administration.
 - 1.** The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a collegial fashion.
 - 2.** The role of the mentor is to guide and support the teacher in meeting the expectations set forth in the IDP.
- C.** A Mentor Teacher shall be assigned in accordance with the following:
 - 1.** Participation as a Mentor Teacher shall be voluntary.
 - 2.** The Mentor Teacher assignment shall be for one academic year subject to review. The appointment may be renewed in succeeding academic years.
 - 3.** Should either the Mentor Teacher or the Mentee present cause to dissolve the relationship, the administration will meet with the Mentor Teacher and the Mentee to determine an appropriate course of action.
- D.** Upon request, the Administration may provide release time so the Mentor may work with the Mentee in their assignment during the regular workday.
- E.** Performance responsibilities of a Mentor Teacher may include but not be limited to:
 - 1.** Work to establish a relationship with Mentee based on mutual trust, respect and collegiality
 - 2.** Provide encouragement, support, guidance and feedback when needed
 - 3.** Help Mentee feel welcome
 - 4.** Take part in training to enhance teaching and mentoring skills

5. Complete periodic evaluations of Mentor-Mentee program, as requested
 6. Contact mentees, minimally once a week, for formal or informal meetings
 7. Help Mentee learn about resources, procedures, curriculum, students' needs, building and district policies, regulations and schedules
 8. Promote a smooth transition between teacher training and the actual classroom setting
 9. Facilitate three-way conferences involving the Mentor, Mentee and Principal
 10. Provide opportunities for Mentee to observe the Mentor and other teachers
 11. Share new and alternative materials, methods and resources with Mentee
 12. Observe Mentee's teaching in a classroom setting
 13. Conduct pre and post observation conferences
 14. Assist Mentee with goal setting
- F. Mentor Compensation**
1. Bargaining unit members who serve as mentors will receive 1% of their annual contracted salary as calculated at the start of their extra duty.
- G. Mentees who are new to the profession shall be provided with a minimum of fifteen days of professional development instruction during their first three years of classroom teaching. Mentors are encouraged to attend such PD ([4.5.B](#)) with the Mentee.**

3.5 - EVALUATION TOOL FRAMEWORK

- A. Definition - The negotiated performance evaluation system shall include a rigorous, transparent, collaborative, and fair system that includes the following where appropriate:**
1. A year-end evaluation framework that meets statutory requirements and is agreed upon by both parties. This shall include the following:

- a. Performance goals identified by the teacher to improve their effectiveness in the upcoming school year.
 - b. Student growth and assessment data or learning objectives (Student Growth Goal).
 - c. Other performance indicators and objective criteria as defined by the evaluation framework.
 - d. An evaluation of the teacher's job performance with timely and constructive feedback.
2. Within the framework, two rubrics will be used to guide the member and evaluator in the reflection of effectiveness. Okemos Public Schools recognizes that student growth is a part of all aspects within the framework and cannot be isolated as its own component. The SGG allows an opportunity for the teacher to identify an area of passion to implement strategies within the Framework to impact their own professional growth which ultimately impacts student growth. Evaluation of the teacher's effectiveness as it relates to this growth is determined by the teacher's reflection on their practice and impact under domains of the Framework.
- a. The chosen Framework Reflection rubric accounts for 80% of the evaluation in a rubric-based format.
 - b. The Student Growth Goal Reflection rubric accounts for 20% of the evaluation in a rubric-based format.

3.6 - EVALUATION PROCESS

- A.** Definition - The following definitions/descriptions shall be used for all Tracks of the Teacher Evaluation Process unless otherwise specified:
1. Association Representation Rights
 - a. At each scheduled step of this process, the teacher may select an Association Representative of their choice to accompany them, or the administrator may request the presence of an Association Representative. Accompaniment of

representation will be communicated in a reasonable time frame before the meeting.

2. Notification of Evaluation and Evaluator

- a.** Teachers being evaluated shall be notified in writing that they are being evaluated and whom the evaluator will be. This shall take place no later than 10 working days after the first day of the school year, or 10 days from date of hire if hired after the start of the school year. If no such notification is given, then the teacher shall be given the rating of Effective and shall not be evaluated during that year.

3. Initial Planning Meeting

- a.** Teachers will bring completed Self-Assessment Worksheet to Initial Planning Meeting. The initial planning meeting shall include a review of this Self-Assessment, providing a source of information to initiate dialogue between the evaluator and teacher on potential areas of focus.
- b.** All teachers being evaluated will have a Student Growth Goal. The teacher and evaluator shall discuss potential artifacts or data sets that could serve to support reflection of the teacher's development in implementing their Student Growth Goal. For teachers on Tracks I, III, and IV, an additional goal(s) in SMART format related to their IDP will be developed.

4. Student Growth Goal

- a.** A goal written in SMART goal format will be identified by the teacher to outline a chosen focused area of professional growth which will include:
 - 1.** Strategies, action steps, timelines, and anticipated student growth outcomes.
 - 2.** The goal will align with the overall district mission/vision but may or may not directly mirror the district, building, or department/grade-level goal
 - 3.** If the written Student Growth Goal is not approved by October 31 or by the adjusted deadline for mid-year hires, the teacher will be rated as Effective.

5. Classroom Observations

- a.** Observations that are intended to assist in the year-end performance evaluation for teachers. They shall be conducted as follows:
 - 1.** All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio system, or similar surveillance devices shall be strictly prohibited.
 - 2.** Observations will be at least 20 minutes in length and shall be scheduled with the teacher except in the cases of allowable unscheduled observations.
 - 3.** Observations will not be conducted through Zoom, videotape, or any AI program.
 - 4.** All observations will be conducted by an administrator responsible for the teacher's evaluation. There will not be evaluator substitutions unless agreed upon in writing by both parties.
 - 5.** All evaluators must be trained in the use of the evaluation tool.
- b.** The following will occur after said observation is scheduled:
 - 1.** Teacher will submit a lesson plan at least one day before the evaluation through a district agreed upon PreK-12 form to include minimally:
 - i.** the state curriculum standard(s) being taught
 - ii.** how the teacher expects students will be engaged in the lesson
 - iii.** any agreed upon focus areas
 - 2.** As part of the review of the teacher's lesson plan for the day of the observation, the teacher has the option of conducting a preliminary meeting with the evaluator to discuss components of the lesson that will be observed. Evaluator may offer advice for changes or a refocus of goals.
 - 3.** Unless identified as a deficiency in performance within an existing IDP, teachers will only be required to submit lesson plans to an administrator for the day they are being observed to comply with the provisions of this section.

Student Growth Goal, changes or adaptations that could help grow the teacher's effectiveness, and how the artifacts/data collection is progressing.

c. Track II

- 1.** An initial rubric from the evaluator using a check / no check system will be used to indicate progress and professional growth under the framework. Any non-checked items are discussed and evidence regarding the concern is shared. An outline of changes or strategies to support the teacher's growth in these areas is developed and determined collaboratively at the Mid-Year Meeting.
- 2.** Mid-Year Progress report will align with the teacher's Student Growth Goal. The teacher and the evaluator shall discuss progress of the teacher's professional growth, any implemented strategies that are supporting their Student Growth Goal, changes or adaptations that could help grow the teacher's effectiveness, and how the artifacts/data collection is progressing.
- 3.** The Mid-Year Progress meeting may be waived by evaluator if a teacher is anticipated to be rated Effective at the year-end evaluation. The evaluator must indicate in writing this anticipated Effective rating.
- 4.** In the event that a Track II teacher receives a mid-year progress report which, if actions were to remain consistent or unchanged, would likely receive a noneffective rating, the potential rating must be noted in the written mid-year progress report.
 - i.** In this event, teachers will be given the option to use the IDP process.
 - ii.** The agreed upon evaluation tool decided on in the 2024-2025 adoption process will help to guide what a truncated IDP process will contain.

8. End-of-Year Evaluation

- a.** Will include a negotiated year-end performance evaluation framework (per letter of agreement) form that utilizes objective criteria to determine a rating of Effective, Developing, or Needing Support.
- b.** An End-of-Year self-assessment from the teacher and an initial assessment from the evaluator using the framework will be brought to the meeting to use as a

tool to promote conversation about each item. Consensus is developed within the meeting for each part of the rubric. The Student Growth Goal Reflection is reflected within the broad framework conversation and collaboratively discussed through guiding questions.

- c.** The teacher will bring artifacts/data to evaluate the outcome of their Student Growth Goal. The teacher at their discretion shall be allowed to eliminate data attributable to students who have excessive absences, are partial year transfers into-out of the teacher's classroom, or who have other anomalous circumstances that warrant eliminating that data. As part of the larger conversation focused on the framework, the teacher and evaluator will engage in collaborative conversation, using guiding questions.
- d.** The End-of-Year meeting will also include progress on an IDP (for Tracks I, III, and IV) and if applicable, possible goals for next year.
- e.** Tenured teachers rated as Effective on the three most recent consecutive year-end evaluations will be evaluated every three years thereafter.
 - 1.** While it is understood that departments and/or grade levels will have goals in line with stated district goals, teachers on Track II non-evaluation years will not be required to formally submit Student Growth Goals. They shall receive the same effectiveness rating for the current year as the previous evaluation cycle.
 - 2.** If the subsequent year-end evaluation rating is not Effective on an evaluation following the third year, the teacher shall be evaluated annually until receiving an Effective rating for an additional three consecutive years.
 - 3.** During non-evaluation years, in situations outside of discipline, if a tenured teacher has been notified and continues to engage in a pattern of ineffective teaching practices determined by just cause, the evaluator must engage in six months of documented coaching with the teacher. If sufficient improvements have not been made at the end of six months, the formal evaluation process may begin.
- f.** If a non-tenured teacher has been rated as Effective on three consecutive year-end performance evaluations and has completed four full school years of

employment in a probationary period, the teacher is considered to have successfully completed the probationary period.

- g.** If a teacher was tenured in a previous district and has been rated as Effective on two consecutive year-end performance evaluations, the teacher is considered to have successfully completed the probationary period.
- h.** Both teacher and evaluator shall sign the report. Documentation on the report shall state that the signing of the final report only indicates that it was seen by the member, not that there is an agreement as to the content. All teachers shall have the right to submit a rebuttal to their evaluation which will be included in their personnel file and attached to the year-end evaluation.
- i.** In the event there is no End-of-Year evaluation provided in writing, the teacher shall be deemed Effective.
- j.** Teachers shall be unevaluated, and the prior year's rating used, if any of the following occur:
 - 1.** work less than 60 days in any school year
 - 2.** have their evaluation results vacated through a grievance procedure
 - 3.** extenuating circumstances the district and Association deem applicable for exempting a teacher from the annual evaluation process

9. Request for Review

- a.** A tenured teacher who is rated as Needing Support shall have the following due process rights to challenge said rating:
 - 1.** A teacher may request a review meeting of the evaluation and the rating to the district's superintendent. This request must occur within 30 calendar days.
 - 2.** Such a request must be made in writing within 30 calendar days after the teacher is informed of the rating and a meeting with the superintendent.
 - 3.** At the teacher's request, a review meeting shall be held no later than 15 calendar days after receipt of the request for review.

4. A written response to the review meeting with any modifications of the year-end performance rating shall be provided to the teacher within 30 calendar days after the meeting.
5. If the written response does not resolve the matter, the teacher or the Association may request mediation through the Michigan Employment Relations Commission and will provide a copy of that request to the administration.
 - i. The request must be submitted in writing within 30 calendar days after the teacher receives the written response from the superintendent.
 - ii. Within 15 calendar days of receipt of the request for mediation, the district shall provide a written response to the teacher and the Association confirming the mediation will be scheduled as appropriate.
6. All tenured teachers will have the right to defend against potential tenure charges.

3.7 - EVALUATION TIMELINES

- A. Track II Teacher Evaluation Timeline - of which Tracks I, III and IV will be based
 1. Written Notification of Evaluation and Evaluator
 - a. teachers shall be notified in writing that they are being evaluated and whom the evaluator will be
 - b. completed within 10 working days after the first day of the school year or 10 working days from the date of hire if hired after the start of the school year.
 2. Initial Planning Meeting
 - a. recommended to be Scheduled by Second Friday in October
 - b. teacher will bring completed Self-Assessment Worksheet to Initial Planning Meeting

- 3. Teacher Submits Student Growth Goal to Principal**
 - a.** recommended to be completed by the third Friday in October
- 4. Principal Approves Student Growth Goals**
 - a.** completed in writing
 - b.** completed by October 31
 - 1.** for teachers hired after October 15, this process will happen within the first 30 days of hire
- 5. First Observation and Post-Observation meeting**
 - a.** completed by January 30
 - b.** Lesson Plan submitted at least one day before observation
 - c.** Post Observation Meeting to be scheduled within 10 days of observation
- 6. Mid-term Progress Report**
 - a.** completed by February 10
- 7. Second Observation and Post-Observation Meeting**
 - a.** completed by April 30
 - b.** Lesson Plan submitted at least one day before observation
 - c.** Post Observation Meeting to be scheduled within 10 days of observation
- 8. Summative Evaluation Conference and Final Written Evaluation**
 - a.** will be completed by the last day of school for teachers that will be rated as Effective
 - b.** For teachers who will be receiving a rating of Developing, the Summative Evaluation Conference and the Final Written Evaluation will be scheduled to be completed no later than two weeks prior to the end of the school year.

B. Tracks I, III, and IV Teacher Evaluation Timeline

1. Written Notification of Evaluation and Evaluator

- a.** teachers shall be notified in writing that they are being evaluated and whom the evaluator will be
- b.** completed within 10 working days after the first day of the school year or 10 working days from the date of hire if hired after the start of the school year

2. Mentor Assigned

- a.** completed in writing
- b.** completed by September 30

3. Initial Planning Meeting

- a.** completed by September 30
- b.** teacher will bring completed Self-Assessment Worksheet to Initial Planning Meeting

4. Teacher Submits Student Growth Goal to Principal

- a.** completed by October 20

5. Principal Approves Student Growth Goals

- a.** completed in writing
- b.** completed by October 31

- 1.** For teachers hired after October 15, this process will happen within the first 30 days of hire.

6. First Observation and Post-Observation meeting

- a.** completed by November 30
- b.** Lesson Plan submitted at least one day before observation

3.9 - TRAINING ON EVALUATION SYSTEM, TOOLS, AND REPORTING FORMS

- A.** The evaluator responsible for a teacher’s evaluation shall be an administrator in that teacher’s building.
- B.** Within the first two weeks of each school year, the district shall provide, during contractually scheduled PD or staff meeting time, training to all teachers being evaluated on the evaluation system, reporting forms and other important components of the year-end evaluation process and how each reporting form is used during the process.
- C.** Each administrator who is assigned to evaluate teachers shall have demonstrated expertise in the systems and tools used by the district. This shall include a ‘rater reliability’ training every three years as approved by the MDE. Notification of said training shall be provided to the Association.
- D.** Training will be provided by an individual who has expertise in the evaluation tool or tools.
 - 1.** An individual with expertise is defined as a consultant on the evaluation tool or an individual who has been trained to train on the use of the evaluation tool.
- E.** Initial training of evaluators on that year’s tool must be completed no later than the first day of the school year that minimally includes all of the following;
 - 1.** a clear and consistent set of evaluation criteria that all evaluators can use when assessing teacher performance consistent with the evaluation system and forms included in letter of agreement.
 - 2.** clear expectations for what evaluators should look for when assessing teacher performance, including key behaviors and practices that are associated with effective teaching as included in the negotiated evaluation system and tools
 - 3.** training on the evaluation process itself, including how to conduct classroom observations, collect data, and analyze results

4. calibration exercises that help evaluators practice using the evaluation criteria and establish consistency in the evaluator's evaluations
 5. ongoing support for evaluators, including feedback from administrators and Association designated teachers to help them improve their skills and ensure they are consistently applying the evaluation criteria
- F.** In the event that the building administrator is deemed not to have demonstrated expertise in the systems and tools used by the district including 'rater reliability' training, teachers will be given an Effective rating.
- G.** In the event that the building administrator is not trained due to the date of hire, teachers will have the following options to choose from:
1. unevaluated - which reverts to the previous year's rating
 2. assistant superintendent / superintendent acts as evaluator

3.10 - NON-TEACHING PROFESSIONALS

- A.** Non-Teaching Professionals with or without a teaching certificate are subject to the same evaluation process using a consistent tool district-wide with the following change:
1. the direct administrator will evaluate the employee's performance as above with the exception of an alternate evaluation tool that is agreed upon by the Association and the administration
- B.** All Non-Teaching Professionals in the bargaining unit will have all of the rights as set forth in this contract.

3.11 - FUTURE CHANGES TO EVALUATION PROCESS

- A.** This Document and all other included documents consist of the complete process for professional performance evaluations and any changes must be made by mutual agreement between the Board and the Association.

SECTION 4

TEACHING CONDITIONS

4.1 - CLASS SIZE

- A.** Elementary (BK-4)

- 1.** Establishing Number of Grade Level Sections

- a.** The Board shall make a great effort to ensure that for the purposes of establishing sections and staffing at elementary schools the number of sections established for the next school year will be based on the previous year's student enrollments moved to the next grade level. The number of sections will equal the total number of students divided by class size limits established below (4.1.A.2). Class size limits will not be exceeded in this initial step of the process.

- 2.** Class Size

- a.** Begindergarten

Begindergarten shall have an optimum class size of 18 and shall not exceed 20. A paraprofessional will be employed when a Begindergarten class reaches an enrollment of 12.

- b.** Kindergarten

will be prorated if the student enrollment decreases below the class size maximum.

- c.** Regarding the specials teachers and the overage, the specials teachers will have an aide, if the classroom teacher has made that choice, or a prorated stipend, if the classroom teacher makes this choice.

4. New Student Lead Time

- a.** In the interests of setting up both the classroom teacher and the new student for success, after completion of the first day of school, elementary teachers will have at least one full school day's notice between enrollment of a new student and the student starting in class.
- b.** Exceptions may be made in special cases as determined by the building principal and/or the director of special education and will be discussed with the classroom teacher.

B. Middle School (5-6)

1. Establishing Student Load

- a.** The total student load shall not exceed 180 at the middle school for those teachers who teach six class periods and shall not exceed 150 for those teachers who teach five class periods or 150 at the high school, with no single class at either building exceeding 30 students.
- b.** Should all like classes at the middle school(s) be at the above-stated maximum, students shall be placed within a class or subject area provided that such placement shall not exceed the teacher's total student load set forth above.

2. Class Size

- a.** Fifth Grade
 - 1.** Grade 5 shall not exceed (29) students
- b.** Sixth Grade
 - 1.** Grade 6 shall not exceed (30) students.

- b.** Should all like classes at the middle school(s) be at the above-stated maximum, students shall be placed within a class or subject area provided that such placement shall not exceed the teacher's total student load set forth above.
- a.** A grade 6 – 8 teacher who had an ITM during the 2002-03 school year shall be provided an annual stipend of \$1,500 if they have more than 150 students at a middle school as part of a seven-period day with one planning period.

2. Class Size

a. Seventh and Eighth Grade

- 1.** Grade 7 shall not exceed (30) students.
- 2.** Grade 8 shall not exceed (30) students.
- 3.** A grade 6 – 8 teacher who had an ITM during the 2002-03 school year shall be provided an annual stipend of \$1,500 if they have more than 150 students at a middle school as part of a seven-period day with one planning period.

b. P.E.

- 1.** Physical education classes shall not exceed 110% of the above per class maximums, with total student load not exceeding 198 at the 7-8 building.

c. Music

- 1.** Class size does not apply to performing music classes.

3. Overages

- a.** Should a 7 – 8 grade academic classroom exceed 30 students for grades 7-8 for more than 15 school days the teacher will be given an option of a classroom aide equivalent to the amount of class time per day of overage or a stipend of \$850/student/class for each semester. The stipend will be prorated if the student enrollment decreases below the class size maximum. If the district is unable to fill the aide position within 15 school days the teacher will be given the stipend of \$850/student/class for each semester.

- 4. Preps**
 - a.** No bargaining unit member assigned to grades 7-8 will be required or expected to have more than three different class preparations unless they so desire. A “[class](#)” is defined as a given course outlined in a subject area.
- D. High School (9-12)**
 - 1. Establishing Student Load**
 - a.** The total student load shall not exceed 150 at the high school, with no single class at either building exceeding 30 students.
 - b.** Should all like classes at the high school be at the above-stated maximum, students shall be placed within a class or subject area provided that such placement shall not exceed the teacher's total student load set forth above.
 - 2. Class Size**
 - a.** Grades 9-12 shall not exceed thirty (30) students.
 - b.** Physical education classes shall not exceed 110% of the above per class maximums, with total student load not exceeding 198 at the 7-8 building or 165 at the high school.
 - c.** Writing classes at the high school shall not exceed 23 students.
 - d.** Class size does not apply to performing music classes.
 - 4.** The disparity in class size between the same courses offered the same hour at the high school cannot exceed four students. The necessary adjustments will be made up to, but not including the first student day of the school year. However, prior to the start of the school year, a disparity of more than four may be created where a student must drop or add a class for a demonstrable need with the recommendation of the counselor and the approval of the administrator. During the first week of classes, the administrator will inform the department chairperson and the building association representative of the disparity, as well as the rationale. Once the school year begins, disparity will only be addressed in the case of students adding specific courses.

5. Overages

- a.** Should a 9 – 12 grade academic classroom exceed 30 students for grades 9-12 for more than 15 school days the teacher will be given an option of a classroom aide equivalent to the amount of class time per day of overage or a stipend of \$850/student/class for each semester. The stipend will be prorated if the student enrollment decreases below the class size maximum. If the district is unable to fill the aide position within 15 school days the teacher will be given the stipend of \$850/student/class for each semester.

6. Preps

- a.** No bargaining unit member assigned to grades 9-12 will be required or expected to have more than three different class preparations unless they so desire. A “[class](#)” is defined as a given course outlined in a subject area.

E. Special Education

- 1.** Whenever possible, categorized special education students shall be evenly distributed when placed in general education classrooms, except where an unequal distribution would be in the best interest of the student. Special services and support personnel shall be available to the classroom teacher to help meet the educational needs of the students who are mainstreamed.
- 2.** Should caseload limits, beyond State approved waivers, be exceeded, a discussion will be initiated between the Director of Special Education, a Central Office Administrator, the affected staff member and an OEA representative to generate viable options. All options will be considered by administration prior to the final decision.
 - a.** In an effort to maintain services for children with special needs when a late hire is made, we have required teachers of children with special needs to temporarily exceed the maximum caseload of 23. To honor their dedication and service to children, we agree to compensate K-12 special education teachers at a rate of \$1,000 per student per semester for every student over 23. This will be prorated for the number of days this condition exists, retroactive to the day the condition first occurred until a permanent special education teacher is hired and caseload relief is found.

3. A special education student who is mainstreamed into a regular education classroom at least fifty percent (50%) of the time shall be counted as a student in all classes into which they are mainstreamed.

F. Multilingual Learner (ML)

1. Should ML caseloads exceed 80 students, bargaining unit members will be treated as accepting an extra period assignment and shall receive an additional 20% of their base annual salary for the duration of said agreement, prorated quarterly.

G. Montessori

1. Elementary PPK-K Montessori shall have a class size not to exceed 27 students. Such classes will consist of two grade or three age levels in a multi-age setting.
2. First and second grade, and third and fourth grade classrooms shall have a class size not to exceed 30 students.
3. Fifth and sixth grade classrooms shall have a class size not to exceed 32 students. One five class period paraprofessional per classroom if class sizes are 23 students or higher; if a class size is 20-22 students, a three class period paraprofessional will be assigned. Classrooms with below 20 students will share one five class period paraprofessional. Changes in paraprofessional hours resulting from enrollments will occur at natural breaks and/or at the end of a trimester.
4. Seventh and eighth grade classrooms shall have a class size not to exceed 32 students. One three class period paraprofessional per classroom if class sizes are 23 or higher; if a class size is 20-22, a two class period paraprofessional will be assigned; Classrooms with below 20 students will share one three class period paraprofessional. Changes in paraprofessional hours resulting from enrollments will occur at natural breaks and/or at the end of a trimester.
5. Montessori classes shall have a maximum of one paraprofessional per classroom unless otherwise required by law or regulation.

H. Other Specialty Areas

1. A bargaining unit member who teaches in a laboratory or classroom where hazardous equipment and materials are to be used shall notify the building principal when and if the number of teaching/learning stations will not allow a student(s) to

perform the work required with the provided equipment and materials in a safe manner.

4.2 - TEACHING HOURS

- A.** The normal day for bargaining unit members shall be considered as those hours required to perform their professional teaching duties, whether they be before, during, or after the student day.
- B.** When buildings adopt programs that deviate from the traditional normal instructional schedules. Any deviations shall be subject to negotiation between the parties.
- C.** All bargaining unit members shall be available for evening conferences ([4.4.B](#)).
- D.** Pupil/teacher contact time shall not exceed 1,600 minutes per week during the term of this Master Agreement. Should the Board contemplate a reduction(s) in program(s) due to financial considerations, the parties shall meet to explore alternatives prior to exceeding the pupil/teacher contact maximum herein.
- E.** [Section 388.1701.3a](#) of the School Code requires 1,098 hours of student instruction. The parties agree as follows subject to the provisions of the 2016-19 Master Agreement:
 - 1.** The 30-minute duty-free, uninterrupted lunch period at all levels remains unchanged.
 - 2.** Grades K-4: The instructional hours/minutes for Elementary Schools (Grades K-4) shall be 8:50 a.m. to 3:45 p.m. on full days of instruction and 8:50 a.m. to 12:00 p.m. on half days of instruction.
 - a.** Elementary (Grades K-4) Preparation/Planning/Conference time is subject to the Master Agreement and is based upon the following: 50 minutes prep at lunch (10-minute x 5 duty-free recesses attached to lunch each week); at least 225 minutes per week for art/music/physical education instruction; plus unassigned recess duty (20-minute x 2 duty-free recess during a.m. or p.m.) which may vary from week to week, and building to building, and season to season depending on the circumstances. If averages vary the Association shall have the right to conference with the building principal and the Superintendent.

- b.** The instructional hours/minutes for elementary half day programs shall be 8:50 a.m. to 12:00 p.m. and 12:40 p.m. to 3:50 p.m. on full days of instruction and 9:00 a.m. to 12:10 p.m. on half days of instruction. The parties agree that Kindergarden can have a 20-minute staggered starting/ending time (from the normal elementary school hours), this decision to be made through the building and program decision-making process.
 - 3.** Grades 5-6: The instructional hours/minutes at Kinawa School (Grades 5-6) shall be 8:45 a.m. to 3:30 p.m. on full days of instruction and 8:45 a.m. to 11:55 a.m. on half days of instruction.
 - 4.** Grades 7-8: The instructional hours/minutes at Chippewa Middle School (Grades 7-8) shall be 8:00 a.m. to 2:45 p.m. on full days of instruction and 8:00 a.m. to 11:10 a.m. on half days of instruction.
 - 5.** Grades 9-12: The instructional hours/minutes at the High School (Grades 9-12) shall be 7:45 a.m. to 2:35 p.m. on full days of instruction and 7:45 a.m. to 10:55 a.m. on half days of instruction.
- F.** In the event a recalculation of teaching hours is necessary to achieve full foundation allowance, the parties shall promptly meet to revise student contact time without additional cost to the district except as otherwise agreed.
- G.** Early Childhood Special Education Program: Edgewood Learning Center
- 1.** If specials are appropriate, they will be delivered by qualified staff through Ingham Intermediate School district; aligned with the specific, physical, social, and emotional needs of the students; coordinated within the existing program.
 - 2.** The program will be four days per week. In general children will attend the program on Monday through Thursday. There may be exceptions for a Tuesday through Friday schedule to allow the district to meet the day and hour requirement established by the State of Michigan.
 - 3.** On Fridays when students are not in session, the teacher will receive an average of 225 minutes of planning time per week.

4. On Fridays when students are not in session, the teacher will engage in home visits, caregiver/parent training and other professional responsibilities to ensure the success of the children and families.

H. Elementary

1. Calculations for grades K-4: Week = 2,035 minutes – 150 minutes of lunch – 50 minutes prep at lunch (10 minute x 5 duty-free recesses attached to lunch each week) – 225 minutes art/music/physical education (45 minutes x 5 days) – 40 minutes recess (20-minute x 2 duty-free recesses during a.m. or p.m.) = 1,570 minutes per week.
 - a. Elementary classroom teachers will be assured an average of (2) duty free recesses per full week.
2. Elementary Classroom Teachers in grades K-4 shall be provided an average of 265 minutes of released preparation/conference time during the student instructional day each week. Averages of preparation/conference times are set forth in [\(4.2.E.2.a\)](#).
 - a. For half-day programs, teachers shall be provided an average of 165 minutes of released preparation/conference time during the student instructional day each week.
3. The Administration shall be free to schedule recesses on a building-wide basis, in consultation with the faculty. Pupil/teacher contact time shall include the time required for pupils to pass between classes and elementary recess periods as permitted by law.
4. To ensure student safety during the arrival and departure of buses, bargaining unit members shall supervise students before and after the school day according to a schedule agreed upon by the principal and the staff. The staff decision-making process shall be employed to establish this schedule and apportion assignments. Such supervisory tasks shall normally not exceed fifteen minutes daily.
5. Specials
 - a. The building principal and the Art, Music and Physical Education teachers shall collectively develop their schedules for each building. Art, music and physical education will be delivered on a three day rotating schedule. Within a building,

all three (3) days within the rotation will have the same daily time schedule. Final approval of said schedules shall rest with the building principal.

- b.** The daily schedules of Art, Music and Physical Education teachers who are assigned to more than one building, shall have at least twenty-five minutes of travel time.
- c.** Art, Music, and Physical Education teachers will receive forty-five consecutive minutes within each instructional day as a planning/conference period.
- d.** Elementary Art, Vocal Music and Physical Education Teachers are full-time teachers when assigned eighteen sections per three day rotation. For full day programs, Art, Music, and Physical Education will be forty-five minute sections. Each of these curricular areas will be taught on a three day rotation.
- e.** Further, the parties agree on the following:
 - 1.** In calculating part-time percentages, eighteen will be utilized as the denominator for art, vocal music and physical education.
 - 2.** It is understood that for grades K-4, art, vocal music and physical education consist of forty-five minute sections.
 - 3.** At least ten minutes will be provided between sections. However, the principal and specialist can mutually agree to alter the setup time to accommodate scheduling. The setup time cannot be altered more than twice within the daily schedule.

I. Secondary

- 1.** Classroom teachers assigned to grades 5-12 shall be provided one class period per day, or its equivalent within the student instructional day, for preparation/conference time or other matters upon mutual agreement between the staff and administration.
 - a.** 5th grade teachers will have at least two duty free recesses each week. Recess will be monitored by at least one certified teacher for every sixty students.
- 2.** Part-time classroom teachers will receive a prorated amount of prep time.
- 3.** FLEX & BASE Schedule

- a.** FLEX - The high school schedule will have the following component:
- 1.** (50) minute block of time, referred to as “FLEX”, will be established an average of 1 day per week.
 - 2.** All full-time high school teachers will supervise the (50) minute block of time.
 - 3.** The number of students allowed in a teacher’s class during the FLEX time will not exceed (25) students.
 - 4.** Part-time teachers may arrange time to meet with students before school, after school, or during the FLEX time, if they choose.
 - 5.** The students in the (50) minute block will not be counted for purposes of determining a teacher’s total student load.
 - 6.** Modifications or adjustments to the FLEX program recommended by the Building Planning Team (BPT) in accordance with the building level decision making process will be submitted to OEA and district leadership to check for compliance with the master agreement.
- b.** BASE - The 7/8 middle school schedule will have the following component:
- 1.** (42) minute block of time, referred to as “BASE” will be established 2-3 times per month.
 - 2.** Teachers employed 80%-100% at the 7/8 middle school and scheduled during the time designated for BASE will supervise the (42) minute block of time.
 - 3.** The number of students assigned to a teacher during BASE will not exceed 28 students.
 - 4.** The students in the (42) minute block will not be counted for purposes of determining a teacher’s total student load.
- c.** Modifications or adjustments to the BASE program recommended by the Building Planning Team (BPT) in accordance with the building level decision

making process will be submitted to OEA and district leadership to check for compliance with the master agreement.

4.3 - MONTESSORI PROGRAM

- A.** The Board will pay 100% of the approved cost of training for Montessori certification (registration, content, books) of a bargaining unit member who wishes to be employed in a Montessori position.
 - 1.** In addition, the member training requiring travel will be reimbursed as defined by the Government Services Administration (GSA) and IRS mileage rates for those days approved. Those costs reimbursed will be in accordance with Board policy.
 - 2.** The bargaining unit member will not be compensated for time to complete training.
 - 3.** The bargaining unit member must complete certification in three years or may forfeit employment in the district unless a special circumstance is approved by Superintendent or designee.
- B.** If the member leaves prior to 5 years, they will be required to reimburse the Board for the cost of training and reimbursements as a proportionate share deducted from paycheck (20% per year of service in OPM).
 - 1.** If the Board discontinues the program or an employee is involuntarily transferred before the five year commitment is fulfilled, no reimbursement is required of the employee.

4.4 - CALENDAR DEVELOPMENT

- A.** The calendar(s) shall be developed by the respective parties' negotiating teams incorporating:
 - 1.** The calendar will include (183) work days, (5) of which can be professional development days provided that there is sufficient instructional time accrued to

meet the minimum number of instructional hours and days as required by law to receive the full per pupil foundation allowance.

2. The number of Professional Development hours scheduled will meet the requirements set forth by the State of Michigan.

B. Conferences

1. In addition to the agreed upon professional days, family/teacher conferences shall be scheduled over a consecutive three week period.
2. For K-12 there will be (3) conference sessions. Each conference session will be (3) hours in length. These will include two evening conference periods and one afternoon conference period. The total time for scheduled conference sessions shall not exceed (9) hours. For each evening conference session, teachers will receive a half-day of compensatory time to be determined by the established school calendar. The caregiver(s)/parent(s) of each child shall be assured the opportunity of at least two family/teacher conferences per year.
 - a. Except as provided above, no bargaining unit member shall be required to remain in any building during an evening family/teacher conference schedule when they can demonstrate that they have complied with the provisions above.
3. The actual schedule for evening family/teacher conferences shall be established through each building's decision-making process and shall include all bargaining unit members ([4.2.C](#)).
4. Where other teaching and extracurricular duties for the Okemos Public Schools conflict with family/teacher conference schedules, the teacher shall provide sufficient alternate time for family/teacher conferences within two weeks of said schedule and shall, with the approval of the building principal, inform the caregiver(s)/parent(s) of an alternate conference date.
5. In cases of emergency, principals, with the approval of the Assistant Superintendent, may approve alternate arrangements. The bargaining unit member requesting alternate arrangements shall do so in writing and specify the reason(s) for the change.
6. For Montessori 50% PPK-K teacher who have up to (27) students:

- a. Compensatory time shall be used in the same school year in which it is earned. The date(s) on which compensatory time will be used requires the building administrator's approval.
 - b. Therefore, the teacher will participate in all evening conferences (not prorated) and receive additional compensatory time equivalent to three half days.
 - C. [Professional development \(4.5\)](#) which exceeds the number of days as set forth herein will be kept to a minimum in order to preserve student/teacher continuity.

Calendars are incorporated into this Agreement as [Appendix B](#).

1. Professional Development Time

- a. The two half-day record days before family/teacher conference days for K-8 teachers are workdays which occur in October and March of the academic year.
 - b. The two days of testing built into the calendar for 9-12 as determined by the state testing requirements are teacher workdays.

4.5 - SCHOOL IMPROVEMENT/PROFESSIONAL DEVELOPMENT

- A. Professional development shall be defined as training or workshops that are provided by the district in connection with the educational program and/or the enhancement of educational skills.
- B. Members who are new to the profession shall be provided with a minimum of fifteen days of professional development instruction during their first three years of classroom teaching.
- C. Recognizing the importance of continuing to provide a quality education for all Okemos students, the Board is committed to the concept of continuing professional growth for teachers. Bargaining unit members will have opportunities to participate in a variety of educational activities designed to promote professional growth as it relates to building school improvement goals and the bargaining unit member's professional responsibilities.

- D.** To fund School Improvement Goals as described herein the Board will allocate one hundred and fifty dollars (\$150.00) for each full-time equivalent bargaining unit member in each year of this Agreement.

 - 1.** Each building's decision-making body shall establish a process whereby funds will be allocated for staff development toward achieving the goals in each building's three to five year School Improvement Plan.
 - 2.** The funds may be used for speaker honoraria, training, conference and/or workshop participation as well as the cost of substitute teachers.

- E.** To fund the professional growth requests of individual bargaining unit members the Board will allocate one hundred fifty dollars (\$150.00) for each full-time equivalent bargaining unit member in each year of this agreement. This allocation can be applied to reimbursement for college credit(s).

 - 1.** Each building's decision-making body shall establish a process whereby funds will be allocated for conference attendance for individual bargaining unit members.
 - 2.** If a bargaining unit member opts for reimbursement of college credit(s), the reimbursement cannot exceed \$150. To receive reimbursement the bargaining unit member must submit a receipt of payment, as well as proof of credit(s) earned to the building administrator.
 - 3.** Such requests need not conform to the building's School Improvement Plan.
 - 4.** The cost of substitute teachers shall be included in the allocation of funds.

4.6 - EDUCATIONAL DEVELOPMENT PROGRAM

- A.** The educational development programs are for the purpose of District and personal improvement through participation in well-planned and well-executed professional activities. Bargaining unit members who are interested in working on additional educational program development may request to be involved in curriculum studies, workshops and other jointly planned activities.

- B.** These programs will be conducted during the summer and on such days as cooperatively planned by the personnel involved and approved by the Board.
- C.** The workday for said programs will be planned in accordance with project development needs. In any one day, the work time will not exceed eight hours excluding lunchtime.
- D.** Teachers will be selected by mutual agreement of individual bargaining unit members and the administration involved in the specific program.
- E.** The workshop education programs are not considered a part of the contract year. Compensation shall be at the same rate of pay as substitutes are paid.
- F.** In those instances where university credit is extended for activities of an educational development program, participants who elect to accept credit will pay their own university fees.
- G.** Faculty members will be involved in the planning, operation and evaluation of these educational development programs via the District Advisory Committee.
- H.** Bargaining unit members who participate in the Educational Development Program shall be paid at the per diem substitute rate of pay.

4.7 - STUDENT DISCIPLINE AND TEACHER PROTECTION

- A.** The Board and the administration recognize their responsibility to give all reasonable support and assistance with respect to the maintenance of control and discipline.
- B.** Each bargaining unit member, however, bears the primary responsibility for maintaining proper control and discipline. In exercising their responsibility, a bargaining unit member shall assure that all disciplinary actions and methods invoked are reasonable and just.
- C.** If, after the full exercise of their responsibility as set forth in paragraph B, the bargaining unit member still feels that the student's behavior is disruptive to the learning process, the bargaining unit member may send the student to the principal's office for further disciplinary action by the principal.

1. If a student is sent to the office, the teacher will notify the office in advance of releasing the student; and further, will promptly inform the principal of the reasons therefore on forms provided by the administration.
 2. It shall be the principal's responsibility to confer or otherwise communicate with the bargaining unit member prior to returning the pupil to the classroom and after appropriate discipline is administered.
- D.** Rules and regulations concerning student discipline, suspension and expulsion will be inserted into the student and teacher handbooks or otherwise published and distributed to the school community in the Fall of each school year. The foregoing shall apply to any and all subsequent changes in said rules and regulations.
- E.** Bargaining unit members may use reasonable force to protect themselves or to protect others from bodily injury as outlined in [Section 380.1312.4](#) of the Revised School Code.
- F.** The manner in which student behavior is to be monitored in the common areas of a building between classes or to and from lunch will be addressed through each building's decision-making process. Any resulting plans shall be subject to the approval of the Assistant Superintendent.
- G.** A Student Discipline Committee shall be composed of two teachers each from the elementary, middle school and high school levels, an equal number of administrators from each level and one Central Office administrator. The purpose and function of the committee shall be to review and suggest modifications in the disciplinary procedures for students upon the written request of either party to this Agreement.
- H.** Discipline is the guidance of pupil conduct, calculated to develop self-discipline in accordance with socially accepted conduct. The Board believes that through cooperative action with caregiver(s)/parent(s), it has the authority to discipline its pupils while on school premises, in proximity to school premises, on school buses, while enroute to and from school and in school-related activities.
- I.** The Board expects all staff to exercise sound professional judgment when employing discipline to promote adequate pupil behavior. Every staff member has both the right and the obligation to correct the misbehavior of any pupil in the halls, outdoors, or on the playground. Any action taken to prevent a breach of discipline shall be reasonable and appropriate for the purpose of maintenance of discipline, including the use of physical

force consistent with [Section 380.1312.4](#) of the Revised School Code. Physical force shall not be used for an accumulation of breaches of discipline.

- J. The Board will give support and protection, legal or otherwise, to staff who properly perform their respective responsibilities in the maintenance of discipline.

4.8 - SERVICES TO STUDENTS WITH A DISABILITY

- A. The least restrictive environment legally mandates that special education students should participate in regular education programs and services that consider that student's unique needs per an Individual Educational Planning Team (IEPT). The general education classroom teacher shall be responsible for the implementation of the Individualized Education Plan of special education students assigned to the teacher's class.
 - 1. Any bargaining unit member who will be providing instructional or other services to a student with a disability in a regular education classroom setting shall be invited, in writing, and shall attend the Individual Educational Planning Team meeting for students enrolled in regular education classes. If the IEPT meeting is held during the normal teaching day, the bargaining unit member shall be released from their normal responsibilities to attend.
 - 2. Where it is not feasible to have each bargaining unit member who will be providing instructional services to a special education student in a regular education classroom setting be a participant on the Individual Educational Planning Team (IEPT) the resource teacher to whom the student is assigned may select a representative teacher(s) to attend the IEPT meeting.
 - 3. Should a bargaining unit member, working directly with the student with a disability believe that a student's IEP is not meeting the student's needs as required by law the bargaining unit member shall refer the concern to the building team for review and possible action which could include the convening of an IEPT meeting.
 - 4. The disabled student will be allowed to participate in regular education programs and services to the maximum extent appropriate, the Board agrees to provide:

- a. Teaching materials and equipment, support personnel and other related services as specified in the IEP to satisfactorily educate the student in the regular education classroom. Aides assigned to assist specific students will not be completely removed from the classroom without convening a new IEPT meeting.
 - b. Continuing professional development regarding the instruction and behavioral management of students with disabilities in the regular education setting, including the differing approaches, problems and techniques to be utilized with varying disabilities.
5. Special education staff will have the responsibility of contacting the general education teacher(s) for purposes of sharing pertinent information, discussing the special needs of students and addressing other appropriate issues for students enrolled in their classroom.

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

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

member and the administration will, where appropriate, mutually make other arrangements.

- B.** A regular education classroom teacher may request additional assistance in implementing the least restrictive environment mandate.
 - 1.** Said request shall be submitted in writing to the building administrator.
 - 2.** Within five school days of receipt of the written request, the building administrator and other appropriate resource personnel will meet with the teacher to discuss the request and recommend solutions.
 - 3.** Should the recommended solutions be unacceptable to the teacher, an IEPT meeting may be reconvened to review the recommended solutions and/or to review the appropriateness of the initial placement.

4.9 - ASSAULTS AND PROPERTY LOSS/DAMAGE

- A.** Any case of assault upon a bargaining unit employee shall be promptly reported to the district. The district shall render all reasonable assistance to the bargaining unit employee, when possible, to prevent injury.
 - 1.** In the event an injury at work was directly caused by a student, paid time off will be granted without counting against the bargaining unit member's sick day balance. Verification by the building principal is required for up to the first two days. Medical documentation may be required should this absence extend beyond two days up to the maximum of ten days whereupon workers comp may be utilized if necessary.
 - 2.** The district will reimburse the bargaining unit employee for the cost of legal counsel to advise the bargaining unit employee of their rights and obligations with respect to such assault as well as in connection with the handling of the incident by law enforcement and judicial authorities.
 - 3.** The district shall reimburse any bargaining unit employee up to \$1000 dollars during the course of one school fiscal year for damages to or destruction or loss of the bargaining unit employee's vehicle, clothing and/or personal items, provided such damage, destruction or loss occurred on school premises or while on school

sponsored activity and was not occasioned by the negligence of the bargaining unit employee.

ABSENCES AND LEAVES

5.1 - ABSENCE PROCEDURES

- A.** The Board will maintain a system to secure substitute teachers.
- B.** The faculty reserves the right to request specific substitute teachers, although requests cannot always be guaranteed.
- C.** The Board will furnish all faculty with a system which may be used to report absences.
- D.** Bargaining unit members will report unavailability for work in a reasonable timeframe once an absence is known, and normally no later than one hour prior to the start of school day unless an illness or emergency arises. In such case the building administrator will be notified as soon as possible.

5.2 - SICK DAYS

- A.** Sick days are a form of insurance, not a form of compensation. The purpose of sick days is to protect bargaining unit members and pupils when faculty personnel become ill. Bargaining unit members shall be allowed sick days with pay as listed hereafter:
 - 1.** 38 Week Faculty Personnel
 - a.** Nine days per year will be credited on the first day of work.
 - b.** Accumulation is unlimited.
 - 2.** Part-time Faculty
 - a.** Days are prorated in relation to the amount of time employed.
 - b.** Accumulation is unlimited.

- B.** No payments will be made for absences in excess of the bargaining unit member's total sick leave accumulation.
- C.** Illness (personal and immediate family)
 - 1.** For an absence resulting from illness or injury within the immediate family, which necessitates the attendance of faculty personnel, and not exceeding two consecutive days, approval of the immediate administrator is not necessary. Verification of this illness may be required for absences of more than two days.
 - 2.** Immediate family shall be interpreted as: mother, father, husband, wife, child, stepchild, adopted child, mother-in-law, father-in-law, sister or brother, grandparents and any other person for whose physical care they are principally responsible.
 - 3.** Medical certification of the ability to return to work from a licensed physician shall be required if a bargaining unit member is absent for more than two weeks. If the bargaining unit member has a bona-fide religious objection to a medical examination, the parties will meet and mutually determine a reasonable alternative to medical certification.
 - 4.** Bargaining unit members may be required, at the Board's expense, to provide a medical report from a physician designated by the Superintendent.
 - 5.** In the event that a supervising administrator has cause to doubt a teacher's ability to perform regular classroom duties, a request may be made for a statement from the teacher's physician, and/or one designated by the Board, at Board expense, stating that no disability impairs that teacher's ability to perform the essential functions of the job. If the physician(s) is unable to so certify or if the teacher is unable to perform the essential functions of the job, the Board may place the teacher on a leave of absence. The teacher has the right to use any or all accumulated sick leave prior to the start of the leave.
- D.** Bereavement Leave
 - 1.** At the beginning of each school year, bargaining unit members shall be granted up to three days of leave without loss of pay per death in the family. If more time is needed members will use their sick time.

2. At the beginning of each school year, bargaining unit members shall be granted up to ten days of leave without loss of pay for the death of a significant other/spouse or child. If more time is needed members will use their sick time. In the unlikely event that more than one death in this category should occur within a calendar year, an additional ten days will be granted per instance.
3. Bargaining unit members may take one day per year to attend the funeral of any person provided their current sick day accumulation is sufficient to cover the absence.

E. Sick Days Pay Adjustment

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

F. Sick Days, Leave of Absence

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

G. Leaving Service

1. Except as provided in *Association Days* (5.5), or in *Sick Days Pay Adjustment* (5.2.E) above, bargaining unit members who leave the employ of the Board shall forfeit all of their unused sick days. In the event that the bargaining unit member later re-enters the service of the Board, sick days up to a maximum of ten may be reinstated or credited at the discretion of the Superintendent.

H. Disability

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

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

5.3 - COURT APPEARANCE, SCHOOL CLOSINGS, AND TRAVEL DIFFICULTIES

A. Court Appearance

1. In a case of absence from duty in response to a court subpoena or an administrative hearing arising out of a bargaining unit member's employment with the Okemos Public Schools there shall be deducted from the salary of same bargaining unit member the amount of any witness fee or other compensation, exclusive of any reimbursement paid specifically for expenses incurred by reason of such subpoena. A certificate signed by the bargaining unit member stating the amount and purpose of such compensation shall be submitted. Full salary for the period of absence shall be deducted unless a certificate is presented.
 - a. In case of absence from duty for any court proceedings or administrative hearing in which the bargaining unit member is a party or where attendance is mandated because of the bargaining unit member's outside employment or other outside financial interests, no salary shall be paid for the period of absence.
 - b. Bargaining unit members wishing exemption from jury duty should, immediately after receiving a summons, request instructions from the Superintendent. If the bargaining unit member cannot be excused from jury duty, then [\(5.3.A\)](#) above shall apply.
 - c. In the case of absence from duty for any court proceeding or administrative hearing in which the Board and Association are opposing parties, no salary shall be paid for the period of absence if the bargaining unit member is called by or appears for and on behalf of the Association.

B. School Closure

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

C. Travel Difficulties

1. If an absence occurs as the result of travel difficulty to the teacher's place of employment, the Superintendent or designee will waive the absence requirement if a local, state or federal government state of emergency exists where the teacher is located. In other circumstances the Superintendent may waive this absence requirement at their discretion. Bargaining unit members must contact their immediate administrator or the Superintendent for instructions as soon as possible.

5.4 - PAID TIME OFF (PTO) DAYS

- A. At the beginning of each school year, each bargaining unit member shall be credited with three days of PTO to be used at their discretion.

1. A bargaining unit member shall notify their immediate supervisor at least one week in advance of using PTO leave except in cases of emergency when shorter notice will be acceptable.
2. PTO leave may not be used on the workday immediately preceding or following a holiday, vacation period or during family/teacher conferences except as determined by the Superintendent or designee.
3. Unused PTO days will be credited to the bargaining unit member's sick leave at a 100% rate at the end of each school year.

5.5 - ASSOCIATION DAYS

- A. The Association shall be entitled to twenty Association days to be used by the Association members. The delegation of days shall be the responsibility of the authorized representative of the Association who is an employee of the Board. Substitute costs and the employees' retirement shall be borne by the Association.
- B. The Board, recognizing the value of positive labor relations and a collaborative approach to problem solving, agrees to assign the OEA president one period of release time at the middle and high school level, or commensurate release time arranged at the elementary level, in which to fulfill the responsibilities associated with this position. The name of the bargaining union president for the following school year must be supplied to the Superintendent or designee by April 15.
- C. During the scheduling process, administrators will attempt to give priority to the president's release time. When possible, at the secondary level, release time shall be either at the beginning or end of the school day or adjacent to a conference period. At the elementary level, an equivalent amount of release time will be established by mutual agreement. In the event the president occupies a non-instructional position, an equivalent amount of time afforded to a classroom teacher occupying the position will be permitted.
- D. Regarding the release time period, fifty percent (50%) of the salary, one hundred percent (100%) of the retirement costs and fifty percent (50%) of the FICA shall be borne to the

Association. Fifty percent (50%) of the salary, one hundred percent (100%) of the health care costs and fifty percent (50%) of the FICA shall be borne to the Board. The Association will be invoiced by the business office the appropriate amounts pursuant to the authority set forth in [MCL-408.477](#).

- E. In addition to the provisions of [\(5.5.A\)](#), the Association President shall be entitled to (6) full workdays for their use for Association business. The President may use said day(s) at times they may determine and upon proper notice to the administration. The cost of the substitute and shall be borne by the Board. The retirement cost shall be borne by the association.

5.6 - UNPAID LEAVES OF ABSENCE

- A. Except as provided by law or specifically stated to the contrary herein, all leaves of absence shall be without pay, without fringe benefits and without salary schedule credit. The conditions of a leave of absence shall be in writing with copies filed with the bargaining unit member, and the authorized representative of the Association who is an employee of the Board and the Board of Education.
- B. Sabbatical Leave
 - 1. Tenured bargaining unit members who have been employed in the Okemos Public Schools for seven consecutive years may be granted a sabbatical leave upon request. Any bargaining unit member desiring a sabbatical leave shall submit a written application to the Superintendent or designee in February, for a leave beginning the following September and in June, for a leave beginning the second (2nd) semester of the following school year. All applications shall contain a statement of value to the Okemos Public Schools. All applications will be screened by a committee consisting of one teacher and one principal from each of the three levels of the school District along with the Assistant Superintendent for Instruction. The committee shall make recommendations to the Board. This does not guarantee any particular number of sabbatical leaves.
 - 2. Requests for sabbatical leave shall be considered only for a full semester or a full year and shall not exceed two semesters. During said sabbatical leave, the bargaining

unit member shall be in the employ of the Okemos Public Schools and shall be paid one-half of their scheduled salary and full fringe benefits.

- 3.** The bargaining unit member shall return to service with the Okemos Public Schools immediately upon termination of the sabbatical leave and shall continue service with the Okemos Public Schools for a period of one year, or subject to such conditions as may be mutually agreed between the bargaining unit member and the Board. If the bargaining unit member does not return to the service of the Okemos Public Schools after termination of their sabbatical leave, they must refund in full all compensation received from the Okemos Public Schools while on leave. A bargaining unit member returning from a sabbatical leave must submit a written statement within forty-five calendar days after the conclusion of the leave to the Board of Education indicating the accomplishments achieved during the sabbatical leave and showing how these accomplishments related to the betterment of the district.
- 4.** A bargaining unit member, upon return from sabbatical leave, shall be restored to their former position, if available, and if not, then to a position for which they are certified and qualified as defined in *Certification* (2.6.A) and *Qualification* (2.6.B).
- 5.** In computing service to determine the bargaining unit member's position on the salary schedule at the expiration of leave, time spent on leave shall be counted as active service in the Okemos School District.
- 6.** A bargaining unit member who has been granted a sabbatical leave shall execute an individual written employment contract with the Okemos Public Schools.

 - a.** Said individual contract shall specify and entitle the bargaining unit member to compensation that is equal to (½) the annual contract salary at their step of the salary schedule.
 - b.** The bargaining unit member shall execute a promissory note for the salary to be received during the term of the leave from the Okemos Public Schools. Said promissory note shall be void upon the bargaining unit member's return from leave and their completion of (1) year of employment with the Okemos Public Schools.
 - c.** A bargaining unit member may earn up to (½) of their annual contract salary through another Board provided:

1. The bargaining unit member submits written notification of the name and address of said Board to the Director of Personnel and Public Information within (5) workdays of an offer of employment; and
 2. Said Board submits written notification of the amount of compensation that will be remitted to the bargaining unit member to the Director of Personnel and Public Information within (5) workdays of the date of hire.
- d. The amount of compensation that the bargaining unit member receives from the Okemos Public Schools together with any other Board shall not exceed the annual contract salary that the bargaining unit member would have received had they been employed full time with the Okemos Public Schools.

C. Maternity Leave

1. Maternity leave without compensation is available to female-bodied bargaining unit members. The length of the leave shall not exceed one year, renewable at the discretion of the Board. The maternity leave shall commence not later than the date that the bargaining unit member is unable to properly perform her required duties. A bargaining unit member not desirous of a maternity leave shall be entitled to the provisions of sick leave/FMLA.
2. A bargaining unit member shall file a written request, together with a physician's statement certifying pregnancy, and the beginning and ending dates of the leave with the Superintendent's office at least sixty days prior to the date the leave is to begin. As nearly as possible, the beginning date of the leave of absence shall conform to the beginning or ending of a marking period, semester, school recess, or school year.
3. A bargaining unit member may continue in active employment as late into her pregnancy as she desires, provided she is able to properly perform her required duties.
4. Bargaining unit members on a leave of absence shall make written application for reinstatement sixty calendar days prior to the expiration date of the leave (for leaves in excess of ninety days), in order to permit planning, scheduling and placement.
5. In computing service to determine a bargaining unit member's position on the salary schedule at the expiration of leave, time spent on leave shall not be counted as

active service in the Okemos School District. A bargaining unit member on leave for less than forty-one instructional days shall receive all benefits except salary for the entire contractual year.

6. Bargaining unit members who request a leave of less than ninety days will, at the time a leave is requested, indicate their intent to return upon the expiration of the leave.

D. Parental Leave

1. Bargaining unit members may apply for a leave, without compensation, for a period not to exceed one year, for the purpose of child rearing including adopted children. This leave is renewable at the discretion of the Board. The beginning date of the leave shall commence at the end of a marking period, semester, or school year. Application for a leave shall be made at least sixty calendar days prior to the beginning date of the leave, but in no event later than March 15 of any school year. For those bargaining unit members who are adopting children and are unable to comply with the above criteria, advanced notice of this inability to comply shall be submitted to the Superintendent or designee and special arrangements made at least sixty calendar days prior to the anticipated adoption.
2. In computing service to determine a bargaining unit member's position on the salary schedule at the expiration of leave, time spent on leave shall not be counted as active service in the Okemos School District. A bargaining unit member on leave for less than forty-one instructional days shall continue to receive insurance benefits, but not salary.
3. Bargaining unit members on leave shall make written application ninety calendar days prior to the expiration date of leave for reinstatement.

E. Health and Hardship Leaves

1. The Board may grant a leave of absence for not more than one year without compensation to any tenured bargaining unit members who are unable to perform their regular duties for an extended period of time because of personal illness or hardship, provided a written request for such leave of absence is submitted by the bargaining unit member and, in the case of illness, provided written certification is received from a physician. Such leaves are renewable at the discretion of the Board.

2. In computing service to determine the bargaining unit member's position on the salary guide at expiration of leave, time spent on leave shall not be counted as active service in the Okemos Public Schools.
3. Whenever a leave of absence is granted for health reasons, a bargaining unit member shall submit acceptable professional evidence of recovered health before being permitted to return to duties in Okemos Schools.
4. Bargaining unit members on leave shall make written application ninety calendar days prior to the expiration date of the leave, or at a mutually agreed upon time, for reinstatement.

F. Military Leave

1. Bargaining unit members who have been inducted or who enlist for military duty in any of the armed forces of the United States shall be granted a leave of absence for a period not to exceed ninety calendar days beyond their honorable discharge date.
2. Application for reinstatement shall be made within a reasonable time after discharge or release from military service but not later than ninety calendar days from date of said release or discharge.
3. Full credit toward advancement on the salary schedule shall be granted.
4. Leave shall not be extended beyond the initial enlistment or induction period.
5. A dishonorable discharge from the armed forces shall not obligate the Board for future employment.
6. Certification by a licensed physician of physical and/or mental capability may be required as a condition of re-employment.

G. Teaching Leave

1. Upon written request tenured bargaining unit members may be granted a leave without pay for one or more years for exchange teaching, foreign or military teaching programs, peace corps, teacher corps or job corps, provided it does not in any way impair the program of the school.

2. In computing service to determine the bargaining unit member's position on the salary schedule at expiration of leave, time spent on leave for exchange teaching shall be counted as active service in the school system.
3. Bargaining unit members on leave shall make written application ninety calendar days prior to the expiration date of leave for reinstatement.
4. The administration and Board of Education shall have the right to facilitate exchange teaching agreements to permit applicants from the Okemos Public Schools to acquire exchange teaching experience and to allow a teacher from elsewhere to teach in the Okemos Public School system.

H. Public Affairs Leave

1. Upon application the Board will grant a leave of absence without compensation to tenured bargaining unit members for up to one year, for the purpose of campaigning for, or serving in a public office. The Board at its discretion may renew the leave.
2. The Superintendent shall determine the position of bargaining unit members on the salary guide at the expiration of leave, but in no instance will they be on a step lower than when they left.
3. Bargaining unit members on leave shall make written application ninety calendar days prior to the expiration date of the leave for reinstatement.

I. Educational Leave

1. Tenured bargaining unit members who have been employed in the Okemos Public Schools for three years may be granted an educational leave upon written request. This does not guarantee any particular number of educational leaves.
2. Requests for educational leaves shall be considered only for a full school year. Bargaining unit members shall state their intent to return to the Okemos School District upon the expiration of their leave. Application shall be made to the Superintendent or designee prior to March 15 of the preceding school year.
3. The terms of the leave, if granted, shall be mutually agreed upon by the Board and the bargaining unit member.

4. In computing service to determine the bargaining unit member's position on the salary guide at the expiration of leave, a bargaining unit member shall advance on the salary schedule as they would have advanced had they been on active service, provided the conditions of the leave have been fulfilled. They may be placed on the higher salary division, if eligible under [\(6.1.M\)](#). A transcript shall be filed indicating the additional required credits earned.
5. Bargaining unit members on educational leave shall make written application for reinstatement no later than March 15 of the school year for which the leave of absence was granted.

5.7 - PERSONAL LEAVE OF ABSENCE

- A. The Board may grant a personal leave of absence. A bargaining unit member may request a personal leave of absence for a one year period. A bargaining unit member shall have been employed in the Okemos Public Schools for a minimum of three years. The bargaining unit member shall apply in writing and state the purpose of the leave to the Superintendent or designee prior to March 15 of the preceding year. This does not guarantee any particular number of leaves.
- B. Requests for a personal leave of absence shall be considered only for a full school year.
- C. In computing service to determine the bargaining unit member's position on the salary guide at expiration of leave, time spent on leave shall not be counted as active service in the Okemos Public Schools.
- D. Bargaining unit members on a personal leave of absence shall make written application for reinstatement no later than March 15 of the school year of their leave.

5.8 - FAMILY MEDICAL LEAVE ACT

- A. The [Family Medical Leave Act of 1993](#) does not abrogate the rights of the parties under this Agreement. Where additional benefits are extended to bargaining unit members by

the Act, those additional benefits will be honored by the Board. Where certain Board rights are also granted in connection with such additional benefits, the Board shall be permitted to exercise same. All applications for leave pursuant to the Family Medical Leave Act will comply with Board policy.

- B.** For the bargaining unit members who have been employed for at least twelve months by the district and who work at least half time, the following conditions shall apply to twelve weeks of leave:
 - 1.** Any health, dental, and/or vision insurance shall be continued, with the premiums paid by the district, at the level and under the conditions the same would have been provided if the bargaining unit member had continued in employment during the leave period.
 - 2.** If the bargaining unit member does not return to work after the expiration of the leave, the bargaining unit member shall reimburse the District for the cost of the premiums paid by the District for their insurance during the twelve week period of the leave, unless the bargaining unit member did not return to work due to circumstances beyond their control.
- C.** A bargaining unit member shall use their accumulated sick leave and/or PTO leave where applicable as specified in [\(5.2\)](#) during a leave pursuant to the Family Medical Leave Act.
- D.** For those bargaining unit members absent for an extended period of time as a result of a medical condition qualifying for a medical leave, administration will review the number of PTO days utilized the previous school year. Depending on the number (0, 1, 2, or 3) of PTO days that were converted to sick days [\(5.4.A.3\)](#) from the previous year, the bargaining unit member will have the option to “reserve” those days for use upon return to their position from the medical leave. The request to reserve such days must be in writing to the Superintendent or designee.
- E.** The Board reserves the right to require certification from the health care provider of the bargaining unit member, or of the bargaining unit member's spouse, child or caregiver/parent, as the case may be. All certification(s) shall state: the date of which the serious health condition commenced, the probable duration of the condition, the diagnosis and treatment of the condition. When the leave is for a bargaining unit member's spouse, caregiver/parent or child, the certification shall also state that the bargaining unit member is necessary for the care of such an individual and an estimate of the amount of time that the bargaining unit member is needed for such care. When the

leave is for a bargaining unit member, the certification shall also state the bargaining unit member is unable to perform the duties of their employment. The Board may require that the bargaining unit member obtain subsequent recertification on a reasonable basis.

- F.** The Board reserves the right to require, at its expense, the opinion of a second health care provider designated by the Board concerning any certified information provided under [\(5.8.E\)](#) above. Where the second opinion differs from the opinion in the original certification, the Board reserves the right to require, at its expense, the opinion of a third health care provider designated or approved jointly by the Board and the bargaining unit member, whose opinion shall be final and binding.
- G.** A bargaining unit member returning from a leave of absence shall be governed by the terms of this Agreement regarding salary schedule credit, accumulation of seniority and return to the position vacated whether on leave under this Agreement or similar leave under the Family Medical Leave Act. Where a bargaining unit member returns from a leave granted solely under the Family Medical Leave Act because no similar leave exists under this Agreement, the bargaining unit member shall be returned to employment with credit on the salary schedule, accumulation of seniority and to the same position vacated unless that position no longer exists. If the position no longer exists, the bargaining unit member shall be returned to position for which they are certified and qualified as defined in *Certification* [\(2.6.A\)](#) and *Qualification* [\(2.6.B\)](#).
- H.** In recognition of the confidential nature of the required certification(s) set forth herein, all such information shall be requested by and submitted to the Superintendent or designee.
- I.** If the employee fails to return upon their own volitions, the employee shall reimburse the district paid health insurance premiums.

COMPENSATION AND BENEFITS

6.1 - SALARY GUIDE

- A.** The salaries of bargaining unit members covered by this Agreement are set forth in the salary schedule(s) and supplemental increase schedule(s) which are attached to and incorporated into this Agreement at [\(6.3\)](#). Payment from both schedules shall be considered as salary and reported as such for retirement purposes.
- 1.** Salaries will be remitted to the bargaining unit members in either (21) or (26) equal pays at the option of the bargaining unit member. In order to change the number of pays from one year to the next, the bargaining unit member shall notify the office of Human Resources in writing prior to August 1 of each school year. New employees shall indicate their option at the time of employment.
 - 2.** OEA bargaining unit members consent to have their pay spread over (21) or (26) pay periods in biweekly installments. If a member's employment is terminated by either party or is on an unpaid leave of absence, and they have not worked their contractual number of days, the bargaining unit member's compensation shall be prorated using the total salary enumerated in the contract divided by the number of days worked. Any adjustments shall be made in the final paycheck. The employee shall be responsible for adjustments owed to the district.
- B.** The salary schedule is based on the number of workdays set forth in the calendars [\(4.4.A.1\)](#).
- 1.** Instructional days are those that involve the students in the regular instructional program.
 - 2.** Workdays are those that are used for such other activities when the students are not in regular attendance, such as in-service days, family/teacher conferences and workshops.
- C.** The extra-duty assignments shall be compensated at the rates set forth in *Extra Duty Pay* [\(6.4\)](#) of this Agreement.

1. This rule shall not be retroactive to affect bargaining unit members employed prior to the amended date.
 2. A full year of outside teaching is normally defined as at least seven months or one hundred forty days.
- H. Bargaining unit members will not be expected to substitute in the absence of another bargaining unit member except in cases of emergency. Should a bargaining unit member substitute in the absence of another bargaining unit member during their conference/preparation period, they will be compensated at \$25 per period.
- I. Full time bargaining unit members who accept an extra period assignment for a semester and/or a school year shall receive an additional twenty percent (20%) of their base annual salary in high school positions or an additional seventeen percent (17%) of their base annual salary for positions in the middle school for the duration of said assignment.
- J. Any bargaining unit member completing twenty-four years of service within Okemos Public Schools will receive a one-time recognition stipend in the amount of \$300.
- K. Bargaining unit members who teach zero hour at the high school shall be entitled to \$2,000 per year. Zero hour teachers shall attend at most one faculty meeting per month, with dates agreed upon by the bargaining unit member and the administrator. On half days dedicated to professional development, zero-hour teachers shall stay until the regularly scheduled end of the school day. Zero hour teachers may elect to be scheduled hours zero through five. The first step in assigning bargaining unit members to a zero hour class will be on a voluntary basis.
1. Based on student academic needs, should administration determine it necessary to provide a specific zero-hour class, the administration has the right to assign a qualified bargaining unit member.
 2. Should the starting time for the high school be altered, the Association and the Board of Education agree to bargain the impact on the zero-hour stipend.
- L. Summer Compensation
1. Curriculum Rate is \$23.86 per hour.
 2. Summer Teaching is \$50 per hour.

3. Summer training (not required for certification, recertification, additional certification or required coursework) is equal to the current daily substitute pay rate.
4. Any bargaining unit member working beyond the regular school year, except for those provided above, shall be compensated at the per diem rate of their regular contracted salary for up to five school days of work. The extra days must be pre-approved by the building administrator and be necessary and required.
5. Probationary teachers fulfilling the required fifteen days of intensive professional development as required by law will be paid at the per diem substitute rate of pay when same is scheduled outside of the normal work year. Should a probationary teacher be released from their regular teaching duties for professional development specific to new teachers, they shall be compensated at their per diem rate of pay.

M. Divisions

1. Division I: Bachelor's degree from an approved college or university.
2. Division II: Master's degree or forty-five term hours (thirty semester hours) beyond Division I appropriate to teaching position, if recommended by the Superintendent.
3. Division III: Doctoral degree, sixth year diploma for advanced graduate study or, ninety term hours (60 semester hours), beyond Division I, appropriate to teaching position, if recommended by the Superintendent.
4. In order to receive credit for hours beyond the preceding Division, credit hours shall be earned after the date of the teacher's certificate; or to advance to the next division, course credits earned prior to the date of the teacher's certificate or license, but post Bachelor's degree may be applied based on the following provisions:
 - a. No internship or student teaching credits will be applicable to the next division unless incorporated into a completed Master's Degree program.
 - b. Course credits applied to the next division must be applicable to the individual's current or potential teaching or specialist position and approved by the Superintendent or designee.
 - c. It is the employee's responsibility to notify the Superintendent or designee that they may qualify for a change in division under this provision. The Superintendent or designee will review their transcripts and determine the

number of course credits that can be applied. The employee will provide supporting documentation and rationale if further clarification is necessary.

5. Any certificates, licenses and degrees will be reviewed upon employment with the district. "Post Bachelor's degree" refers to a Bachelor's degree that is directly related to the teacher or specialist earning their professional certificate or license.
 - a. Reference to "term" or "semester" hours in paragraph M shall mean graduate hours.
 - b. The term "graduate term or semester hours" shall be defined by the conferring college or university
 - c. It shall be the bargaining unit member's responsibility to provide proof of the graduate status of the hours earned through appropriate college or university catalogs or other indicia. If graduate or undergraduate hours are part of a Masters or Doctoral program, they will be acceptable.
 - d. Undergraduate hours may be approved by the Superintendent as in the case of computer courses or Board-required courses or other courses directly related to the bargaining unit member's employment with the district.
 - e. Where undergraduate courses are taken with the expectation of qualifying for advancement on the salary schedule, the bargaining unit member should seek advance approval in writing from the Superintendent whose decision shall be final.

6.2 - PERFORMANCE BASED COMPENSATION

- A. There will not be performance-based compensation for members of the bargaining unit.

6.3 - SALARY SCHEDULE

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

TEACHER SALARY SCHEDULE			
2024-2025			
STEP	<u>DIVISION I</u> BA	<u>DIVISION II</u> MA BA +30	<u>DIVISION III</u> PhD MA +30 BA +60
1	46,147	51,370	56,594
2	48,759	53,982	59,642
3	51,370	56,594	62,689
4	53,982	59,205	65,737
5	56,594	62,251	68,783
6	59,205	65,302	71,830
7	60,514	66,827	73,355
8	61,818	68,349	74,877
9	63,125	69,874	76,401
10	64,432	71,395	77,926
11	68,303	75,235	81,733
12	69,822	76,752	83,248
13	74,663	81,592	88,089
14	77,027	83,973	90,488
15	80,557	87,573	94,154

* All salaries listed are in U.S. dollars (\$)

- * The 2024-2025 Salary Schedule includes:
- Step Advancement
 - 1% Increase

6.4 - EXTRA DUTY PAY

SCHEDULE B STIPEND SCHEDULE 2024-2025			
<p>- All stipends listed are in U.S. dollars (\$)</p> <p>- A year's experience shall mean extra-duty activity Credit for up to two (2) years.</p>			
ATHLETICS	STEP 1	STEP II	STEP III
1. BASEBALL/SOFTBALL HS ASST COACH	2,429	3,000	3,848
2. BASEBALL/SOFTBALL HS HEAD COACH	3,482	4,436	5,423
3. BASKETBALL HS ASST COACH BOYS/GIRLS	2,635	3,106	3,911
4. BASKETBALL HS HEAD COACH BOYS/GIRLS	4,110	4,892	6,632
5. BASKETBALL MS BOYS	2,261	2,904	3,690
6. BASKETBALL MS GIRLS	2,261	2,904	3,690
7. CHEERLEADING FRESHMAN ASST COACH	2,215	2,669	2,855
8. CHEERLEADING HS VARSITY (year-long season)	3,323	4,016	5,193
9. CHEERLEADING JV ASST COACH	2,215	2,669	2,855
10. CHEERLEADING MS	1,487	1,782	2,139
11. CROSS COUNTRY HS ASST COACH	1,983	2,481	3,092
12. CROSS COUNTRY HS HEAD COACH	2,764	3,454	4,309
13. CROSS COUNTRY MS ASST COACH	1,740	2,154	2,846
14. CROSS COUNTRY MS HEAD COACH	2,321	2,989	3,797

15. DANCE COACH HS (year-long season)	2,562	3,092	4,016
16. FOOTBALL HS ASST COACH	2,635	3,106	3,911
17. FOOTBALL HS HEAD COACH	4,110	4,892	6,632
18. GOLF HS ASST COACH	1,491	1,987	2,588
19. GOLF HS HEAD COACH	2,072	2,765	3,597
20. HOCKEY HS ASST COACH	2,429	3,000	3,848
21. HOCKEY HS HEAD COACH	3,482	4,436	5,423
22. LACROSSE HS HEAD COACH BOYS/GIRLS	3,482	4,436	5,423
23. LACROSSE HS ASST COACH BOYS/GIRLS	2,429	3,000	3,848
24. SKIING HS ASST COACH	1,301	1,796	2,385
25. SKIING HS HEAD COACH	1,816	2,499	3,321
26. SOCCER HS ASST COACH BOYS/GIRLS	2,429	3,000	3,848
27. SOCCER HS HEAD COACH BOYS/GIRLS	3,482	4,436	5,423
28. SWIMMING HS ASST COACH	2,429	3,000	3,848
29. SWIMMING HS HEAD COACH BOYS/GIRLS	3,482	4,436	5,423
30. TENNIS HS ASST COACH	1,735	2,232	2,836
31. TENNIS HS HEAD COACH BOYS/GIRLS	2,417	3,106	3,951
32. TRACK HS ASST COACH BOYS/GIRLS	2,429	3,000	3,848
33. TRACK HS HEAD COACH BOYS/GIRLS	3,482	4,436	5,423
34. TRACK MS ASST COACH	1,740	2,154	2,846
35. TRACK MS HEAD COACH	2,321	2,989	3,797
36. UNIFIED ATHLETICS COACH (per sport, max of 3)	1,487	1,782	2,139
37. VOLLEYBALL HS ASST COACH	2,429	3,000	3,848
38. VOLLEYBALL HS HEAD COACH	3,482	4,436	5,423
39. VOLLEYBALL MS COACH	2,261	2,904	3,690
40. VOLLEYBALL MS ASST COACH	1,740	2,154	2,846
41. WATER POLO HS ASST COACH	1,735	2,232	2,836
42. WATER POLO HS HEAD COACH	2,417	3,106	3,951

43. WEIGHT ROOM SUPERVISOR HS (per qrt)	940	940	940
44. WRESTLING HS ASST COACH	2,429	3,000	3,848
45. WRESTLING HS HEAD COACH	3,482	4,436	5,423
46. WRESTLING MS ASST COACH	1,740	2,154	2,846
47. WRESTLING MS HEAD COACH	2,097	2,432	3,253

MUSIC	STEP 1	STEP II	STEP III
1. MUSIC HS JAZZ ENSEMBLE	2,417	2,971	3,951
2. MUSIC HS MARCH/SYMPH/CONCERT DIRECTOR	2,749	3,106	4,304
3. MUSIC HS MARCHING BAND ASST DIRECTOR	1,363	1,676	2,061
4. MUSIC HS SOMEKO SINGERS	2,417	2,971	3,951
5. MUSIC HS SYMPHONY ORCHESTRA	2,749	3,106	4,304
6. MUSIC HS SYMPHONY/ORCHESTRA ASST DIRECTOR	1,363	1,676	2,061
7. MUSIC MS BAND	2,404	2,764	3,594
8. MUSIC MS JAZZ BAND	1,160	1,160	1,160
9. MUSIC MS ORCHESTRA	2,404	2,764	3,594
10. MUSIC MS VOCAL	2,404	2,764	3,594
11. MUSIC 6th GRADE ORCHESTRA ENRICHMENT	1,893	1,893	1,893

DRAMA	STEP 1	STEP II	STEP III
1. DRAMA HS CHOREOGRAPHER	856	1,055	1,297
2. DRAMA HS DRAMATIC PRODUCTIONS	2,738	3,368	4,143
3. DRAMA HS MUSIC PRODUCTIONS DIRECTOR	2,738	3,368	4,652
4. DRAMA HS MUSICAL ORCHESTRA CONDUCTOR	960	1,200	1,500
5. DRAMA HS MUSICAL VOCAL DIRECTOR	1,152	1,440	1,800
6. DRAMA HS THEATER ASST DIRECTOR	1,363	1,676	2,061
7. DRAMA MS CHOREOGRAPHER	616	757	933

8.	DRAMA MS DRAMATIC PRODUCTIONS	1,821	2,242	2,756
9.	DRAMA MS MUSIC DIRECTOR	981	1,207	1,487
10.	DRAMA MS MUSIC PRODUCTIONS DIRECTOR	1,821	2,242	2,756

DEPARTMENT CHAIRS / COORDINATORS		STEP 1	STEP II	STEP III
1.	DEPARTMENT CHAIRS MIDDLE SCHOOLS (6) (SS, SCIENCE, MATH, ENGLISH, ELECTIVE, EXPLORATORY)	2,176	2,176	2,176
2.	AREA COORDINATOR HIGH SCHOOL (ENGLISH, SCIENCE, MATH, SS, FOR/LA, GUIDE, FINE ARTS, LIFE MGMT/TECH ED.)	3,030	3,030	3,030
3.	HS PE AREA COORDINATOR (REQUIRED: Heath Endorsement & PHASE Board Member)	3,030	3,030	3,030
4.	HS SPECIAL EDUCATION AREA COORDINATOR (New Student Coordination Responsibilities)	3,030	3,030	3,030
5.	LANGUAGE ARTS COORDINATOR K-5	1,716	1,716	1,716
6.	LIBRARY COORDINATOR K-5	1,716	1,716	1,716
7.	MATH COORDINATOR K-5	1,716	1,716	1,716
8.	MONTESSORI 5-8 DEPARTMENT CHAIR	2,176	2,176	2,176
9.	PE CORE CURR K-12	1,716	1,716	1,716
10.	SPECIAL EDUCATION DEPARTMENT CHAIR 5-6 & 7-8	2,176	2,176	2,176
11.	SS CORE CURR 6-12	1,716	1,716	1,716
12.	SS CORE CURR K-5	1,716	1,716	1,716

ADVISORS / SPONSORS		STEP 1	STEP II	STEP III
1.	BPA ADVISOR	1,889	2,608	3,464
2.	CLASS SPONSORS HS	1,732	1,732	1,732
3.	DEBATE COACH HS	1,889	2,608	3,464
4.	GERMAN EXCHANGE PROGRAM (per night)	64	64	64
5.	CONNECT ADVISOR	2,738	3,368	4,143
6.	ACTION ADVISOR	2,738	3,368	4,143

7.	NATIONAL HONOR SOCIETY ADVISOR	2,176	2,176	2,176
8.	NEWSPAPER HS	1,775	2,366	3,256
9.	PERIODICAL PUBLICATIONS	1,469	2,000	2,875
10.	QUIZ BOWL	1,889	2,608	3,464
11.	ROBOTICS COACH CMS & HS	1,889	2,298	3,464
12.	SAFETY PATROL SUPERVISOR	1,503	1,847	2,489
13.	SCIENCE OLYMPIAD MS & HS	1,889	2,608	3,464
14.	SENIOR VOLUNTEER PROJECT COORD	1,716	1,716	1,716
15.	STUDENT COUNCIL HS	2,738	3,368	4,143
16.	YEARBOOK ADVISOR HS	2,356	2,948	3,836
17.	YEARBOOK ADVISOR MS	1,469	2,000	2,875
18.	CLUBS	869	869	869
19.	RESIDENTIAL CAMP (Per Night)	64.50	64.50	64.50

MULTIPLE BUILDING POSTINGS SCHOOL PSYCHOLOGISTS, SOCIAL WORKERS, ML, SPEECH PATHOLOGISTS PROGRAM SPECIALISTS		STEP 1	STEP II	STEP III
1.	SERVING 4 OR MORE BUILDINGS	1,160	1,160	1,160
2.	SERVING 3 BUILDINGS	871	871	871
3.	SERVING 2 BUILDINGS	581	581	581

NON-SCHEDULE EXTRA DUTY PAY PER NIGHT		STEP 1	STEP II	STEP III
1.	TICKET PERSONNEL OTHER EVENTS MS/HS	20.35	20.35	20.35
2.	TICKET PERSONNEL VARSITY FOOTBALL	40.70	40.70	40.70
3.	TICKET PERSONNEL VARSITY/JV BASKETBALL	40.70	40.70	40.70
4.	TIMING/SCORING OTHER EVENTS MS/HS	25.44	25.44	25.44
5.	TIMING/SCORING VARSITY/JV BASKETBALL	40.70	40.70	40.70

6.	TIMING SCORING VARSITY FOOTBALL	35.61	35.61	35.61
7.	GAME ANNOUNCER	40.70	40.70	40.70
8.	MS GAME MANAGER	40.70	40.70	40.70
9.	HS GAME MANAGER	55.96	55.96	55.96

- A.** New clubs can be created as the need and/or interest develops. Should a new club be created during the term of this Agreement, the club sponsor shall submit specific information on the club's activities in writing together with a potential club sponsor job description to the Superintendent or designee for approval. All of the foregoing requirements shall be completed in advance of receiving any compensation for sponsoring a new club.
- B.** Athletic Coaching Longevity Pay
- 1.** Coaches are eligible for longevity pay provided: (or)
 - a.** They have coached in the same sport for a certain number of years at the Okemos Schools
 - b.** They have coached a certain number of years, regardless of what sport at the Okemos Schools.
 - 2.** Coaching is defined as being paid by the Okemos School System for coaching service.

a.

COACHING	
YEARS	PAY (\$)
05	283
07	565
10	848
12	1,129
15	1,412
17	1,694
20	1,977

3. Longevity for coaching is subject to the following interpretations:
 - a. "Years" shall mean the full season of the sport. Years need not be consecutive nor does the same sport need to be coached to qualify, however, partial seasons may not be combined to make a year.
 - b. "Sport" shall mean interscholastic school-sponsored athletics only. Intramurals are not included.
 - c. A person is a "coach" irrespective of whether as a head coach or an assistant coach.
 - d. The maximum longevity credit that a person can accumulate during any academic school year would be one (1) year of coaching experience regardless of how many sports were coached during the academic school year. Multiple coaching assignments may not be combined to achieve longevity at a rate faster than one (1) year of credit per year employed.
 - e. If a stipend is split by two coaches, only .5 years are applied toward longevity.
4. For athletic extra duty positions canceled before or during the season, the amounts listed above will be prorated to the percentage of the season completed if a season is canceled in whole or part. A sports season is defined as the number of weeks from the first day of practice through the final event of the regular season. Additionally, in recognition of preseason work, any canceled position shall receive \$100, less applicable deductions, contingent upon a letter from the affected coach(es) to the Athletic Director explaining the nature of the preseason work already completed. For non-athletic positions, the pro-ration shall be based on the percentage of the individual contract completed.

6.5 - INSURANCE BENEFITS

A. MESSA Insurance

1. For each of the years covered by this master agreement, the Board will pay 80% and the employee will pay 20% of the Pak A, B, C, or D premium. The employee payment will be payroll deducted in accordance with *Fees and Deductions for hospitalization*,

medical and dental insurance ([1.4.B.1](#)) two pay periods per month. Insurance premiums will not be deducted from the 3rd pay in a month.

- 2.** Continue with MESSA coverage through June 30, 2023.
- 3.** MESSA Health Plan Options: (or)
 - a.** Pak A: MESSA Choices II (\$1000/\$2000) deductible with Rx Saver card and mail order drugs; MESSA Plan 2 Long Term Disability Insurance 66.67% coverage, 90 calendar day modified fill, \$5,000 monthly maximum, Social Security freeze, no 2-year limitation on any disability, cost of living allowance; Delta Dental Plan E with "007" Orthodontic Rider, including internal and external coordination of benefits; \$30,000 Negotiated Life with AD&D; MESSA VSP-3 Vision Plan
 - b.** Pak C: MESSA ABC I (\$1400/\$2800) deductible with HSA, a Rx Saver card and mail order drugs; MESSA Plan 2 Long Term Disability Insurance 66.67% coverage, 90 calendar day modified fill, \$5,000 monthly maximum, Social Security freeze, no 2 year limitation on any disability, cost of living allowance; Delta Dental Plan E with "007" Orthodontic Rider, including internal and external coordination of benefits; \$30,000 Negotiated Life with AD&D; MESSA VSP-3 Vision Plan
 - 1.** For the 19-20 school year the district will contribute \$61,000 (\$15,250/quarter) to the funding of the HSA, the total amount will be split proportionally between the OEA members that choose Pak C. (July-June quarterly payments)
 - 2.** For the 20-21 school year the district will contribute \$50,000 (\$12,500/quarter) to the funding of the HSA, the total amount will be split proportionally between the OEA members that choose Pak C. (July-June quarterly payments)
 - 3.** For the 21-22 school year the district will not contribute to the HSA.
 - 4.** Individuals may change their payroll contribution amount into their HSA account through the payroll system.
 - c.** Pak D: MESSA Essentials (\$375/\$750) deductible, 20% coinsurance, Rx saver card and mandatory mail order drugs.

- d. Pak B: LTD (as described in Pak A) Delta Dental Plan Auto Plus with “800” Orthodontic Rider, \$50,000 Negotiated Life Insurance with AD&D, Vision (as described in Pak A)
 - 1. Pak B participants who are employed full time will receive \$3,000 (reflects \$250 per month) paid in 18 equal installments beginning in October and ending in June.
 - i. Any annuity amounts which exceed the Board’s subsidy shall be payroll deducted.
 - ii. If the following number(s) of OEA members elect Pak B as determined by October 1st of each year, the cash in lieu will change as follows:
 - 1-65 members enrolled in Pak B = \$250 per month
 - 66-68 members enrolled in Pak B = \$275 per month
 - 69 or more members enrolled in Pak B = \$300 per month
 - iii. An open enrollment period shall be provided whenever the contribution amounts change, provided the carrier permits the same.
 - 4. Under the Employer Participation Agreement with MESSA (per MESSA) bargaining unit members are required to select either Pak A, Pak C, Pak D or Pak B, therefore opting out of all options is not permissible. Therefore, the parties agree that if a bargaining unit member’s prorated amount for “cash in lieu of health” does not cover the cost of Pak B, the district will fund the difference.
 - 5. As with Pak A, Pak C, Pak D and Pak B benefit premiums paid on behalf of the employee by the district ([6.5.A.1](#)), the amount of cash payment benefit will be prorated for part- time bargaining unit members.
 - 6. Bargaining unit members who are hired after the first day of work in any school year shall be assessed the appropriate prorated portion of the annual assessment.

B. Short Term Disability

- 1. The Board shall provide short term disability on the basis of the 66.67% of earned salary for a period of ninety calendar days commencing on the 11th day of absence for the same condition within a school year or the date the teacher’s accumulated sick leave is exhausted, whichever occurs later.

- a. The foregoing 66.67% shall be figured on the teacher's daily rate (annual contract divided by the number of teacher days) for the period of disability from the 11th to 90th day of continuous disability. Such payment shall cease when the contract salary, less the 33.33% deduction for disability days, has been paid.
- b. At the time of the last fully paid day, the contract will be paid in full to that date. Upon return, the remaining salary owed will be computed and that total prorated into remaining pay periods.

C. General Insurance Provisions

1. Part-time shall be defined as those bargaining unit members who are employed for less than (1,500) minutes of pupil contact time per week. Benefits will be prorated based on the number of minutes of employment.
2. Open enrollment shall be held each October/November and as scheduled by the carrier. The Board shall have no responsibility to pay insurance costs until the carrier enrolls the bargaining unit member.
3. A bargaining unit member working a full school year can expect insurance coverage from July 1 through June 30. A bargaining unit member resigning as of the end of the school year will have insurance continued through June 30. Bargaining unit members hiring in after January 1 will have their insurance prorated during the summer months unless they are re-employed for the next school year in which case their coverage shall be continuous.
4. Upon retirement/resignation at the end of the school year, employee health care would cease on June 30 of that year. If a bargaining unit member resigns/retires/separates from the district prior to the start of the next school year, they will reimburse the district's cost of the insurance paid after June 30.
5. A bargaining unit member who is eligible for insurance benefits including the Board paid annuity as set forth herein, shall be responsible for the completion of all necessary documents and for fulfilling any other requirement of the insurance underwriters/administrators prior to receiving any benefit(s) under (6.5). Failure to comply with this provision shall result in loss of benefit(s).

D. Worker's Compensation

1. The Board agrees to carry workers compensation insurance for all bargaining unit members.
2. Bargaining unit members sustaining injury or occupational disease arising out of, an in the course of, employment, shall be continued on the payroll to the extent of the dollar amount of their sick leave reserve; provided, that where they receive income under the Worker Compensation Act, such income shall be supplemented by the Board with an amount sufficient to maintain their regular salary for a period not to exceed the dollar amount of their sick day reserve. Such reserve shall be charged only for that portion in excess of the compensation payment.
3. In the event that the use of sick leave as a supplement to Worker Compensation results in a reduction in the Worker Compensation benefit, the Board and the Association will meet and renegotiate this provision.

E. Flexible Spending Account

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

6.6 - RETIREMENT BENEFITS

- A. The Board agrees to pay (\$100.00) for each year of service to Okemos Public Schools, to bargaining unit members upon retirement/resignation provided said bargaining unit members have been employed by the district at least ten years. Bargaining unit members employed by the Okemos Public Schools for more than (20) years shall be paid (\$150.00) for each year of service to Okemos Public Schools.
- B. In addition to the provisions set forth in [\(6.6.A\)](#), those bargaining unit members who retire with at least (10) years of service with the Okemos Public Schools and who provide

written notice of intent to retire at the end of the first semester by October 15, or the end of the second semester by March 15, shall be entitled to one-half of their daily rate of pay for any accumulated unused sick leave up to seventy days. For the purposes of calculating the daily rate, the number of workdays listed in (4.4.A.1) will be the divisor. "Retirement" means that the bargaining unit member must become an annuitant of the Michigan Public Schools Retirement System.

- C.** In addition to the provisions set forth in (6.6.A), those bargaining unit members who retire/resign with at least twenty years of service with the Okemos Public Schools and who provide written notice of intent to retire/resign at the end of the first semester by October 15, or at the end of the second semester by March 15, shall be entitled to one-half of their daily rate of pay for any accumulated unused sick leave up to seventy days. For the purposes of calculating the daily rate, the divisor will be the number of workdays in the year of retirement. "Retirement" means that the bargaining unit member must become an annuitant of the Michigan Public Schools Retirement System.

 - 1.** The first period of eligibility for bargaining unit members in the Basic Plan is defined as having attained age (60) with (10) or more years of credited service, or having attained age (55) with (30) or more years of credited service and with credited service in each of the (5) school fiscal years immediately preceding the retirement allowance effective date.
 - 3.** The first period of eligibility for bargaining unit members in the MIP is defined as having attained (30) years of credited service at any age or having attained age (60) while still working with a minimum of (5) years of credited service and with credited service in each of the (5) school fiscal years immediately preceding the retirement allowance effective date.
 - 3.** Bargaining unit members should consult with MPSERS for an update of the foregoing interpretation prior to finalizing their retirement plans.
- D.** The Board agrees to provide those bargaining unit members electing retirement during their 1st period of eligibility (provisions of the Michigan Public School Employees Retirement Act) a one-time assistance payment equal to (\$9,000.00).

 - 1.** The term, "period of eligibility under MPSERS" shall be defined as the first year that the bargaining unit member becomes eligible for full retirement under the Act. (See Letter of Agreement – MPSEER Eligibility.

3. If a bargaining unit member's birthday falls during the school year, the member shall be able to complete the school year.
3. The payment shall be made in a lump sum not later than January 10 of the year following retirement.
4. Benefits under this provision shall terminate upon the death of the retiree as it is not intended as a benefit for survivors.
5. "Retirement" means that the bargaining unit member must become an annuitant of the Michigan Public School Employees Retirement System.
6. The bargaining unit member will not receive the payment until the bargaining unit member has presented proof of retirement from the Michigan Public School Employees Retirement system and has submitted an official copy of a birth certificate and/or official proof of birth.
7. In order to receive this retirement benefit, the bargaining unit member is required to give the Board written notice of their intent to retire at the end of the first semester by October 15, or the end of the second semester by March 15. Failure to provide the prescribed notification shall void the pay provisions of this Agreement.

SHARED TEACHING

7.1 - SHARED TEACHING

- A.** It is agreed that the Okemos Board of Education and the Okemos Education Association support the concept of shared teaching assignments at the elementary/secondary level subject to economic and staffing considerations. Shared teaching assignments shall be subject to the following provisions:
- 1.** It is agreed that shared time teachers are subject to the terms of the Master Agreement.
 - 2.** Shared time teaching shall be defined as two teachers sharing one full-time assignment.
 - 3.** Agreement to share a full-time assignment shall commit the teacher and the Board to not more than one school year.
 - 4.** For teachers currently job sharing:
 - a.** Shared time teachers shall indicate by March 15 to the Superintendent or designee their desire to:
 - 1.** Renew the established job sharing assignments;
 - 2.** Return to a full-time teaching assignment.
 - b.** [\(7.1.A.4.a.1\)](#) above will be implemented upon mutual agreement of the teachers, principal and Superintendent.
 - 5.** For teachers wanting to establish a new shared teaching assignment:
 - a.** An individual seeking a shared teaching assignment for the next academic year must submit a letter of interest to the Superintendent or designee by March 15. The shared teaching assignment shall become final once the other bargaining unit member is identified and upon mutual agreement of the teachers, principal, and Superintendent after completion of a and b, but no later than May 15:

- 1.** Schedule the work time; morning/afternoon at the elementary level; class hours at the secondary level.
- 2.** Provide a brief description of how the teacher responsibilities are to be shared including:
 - i.** Family/Teacher conferences
 - ii.** Grade/Department meetings
 - iii.** Staff meetings
 - iv.** In-service
 - v.** Half days
 - vi.** Communication with immediate supervisor; and process to be used
 - vii.** Mutual Planning Time/Individual Planning Time
- 6.** Teachers in a shared assignment shall substitute in each other's absence whenever possible and shall be paid at the substitute rate. The absent teacher shall notify the substitute teacher recorder of such arrangement.
- 7.** Sick leave and individual leave days shall be accrued on a pro-rata basis.
- 8.** Teachers in a shared time assignment will be paid a pro-rata share of salary and fringe benefits.
- 9.** Seniority and salary schedule credit shall accrue as if teachers were employed full time.
- 10.** Teachers in shared time assignments shall be considered to be on a partial leave of absence. It is understood that shared time teachers are not eligible for unemployment compensation.

AGREEMENT

8.1 - AGREEMENT

Article I. INGHAM CLINTON EDUCATION ASSOCIATION (ICEA)

This agreement entered into this 2nd day of May, 2025 by and between the following parties:

_____	_____
<i>Witness</i>	<i>ICEA Representative/President</i>
_____	_____
<i>Witness</i>	<i>President, Okemos Education Association (OEA)</i>
_____	_____
<i>Witness</i>	<i>Negotiator Representative</i>

Article II. OKEMOS BOARD OF EDUCATION

This agreement entered into this 2nd day of May, 2025 by and between the following parties:

_____	_____
<i>Witness</i>	<i>Superintendent</i>
_____	_____
<i>Witness</i>	<i>President, Okemos Board of Education</i>
_____	_____
<i>Witness</i>	<i>President, Okemos Education Association (OEA)</i>

APPENDIX

APPENDIX A - ADDITIONAL CERTIFICATION / NEW ENDORSEMENT

Okemos Public Schools

Additional Certification and/or a New Endorsement

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

I will complete the above course work by _____, 20____.

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

Signature

Date

APPENDIX B - SCHOOL CALENDARS

Okemos Public Schools 2024-2025 Academic Year Calendar

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

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

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

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

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

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

February 25						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

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

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

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

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

	Half Day K-12 or 9-12
	No School

First Semester
8/21/2024 - 1/17/2025

Second Semester
1/18/2025 - 6/4/2025

First Trimester
8/21/2024 - 11/15/2024

Second Trimester
11/16/2024 - 3/7/2025

Third Trimester
3/8/2025 - 6/4/2025

No School / Half Days for Students

Aug 21	First Day of Classes
	Half Day K-12
Aug 30 - Sep 2	No School K-12
	Labor Day Weekend
Sep 23	No School K-12
	Staff PD
Oct 2	Count Day
Oct 4	Half Day K-8 Records Day
	Full Day of School 9-12
Oct 10	Half Day K-12/Conferences
Oct 11	No School K-12
Nov 1	No School K-12
	Staff PD
Nov 27 - Nov 29	No School Thanksgiving
Dec 23 - Jan 3	No School Winter Break
Jan 15 - Jan 16	Half Day 9-12 (Exams)
	Full Day of School K-8
Jan 17	Half Day K-12
Jan 20	No School K-12
	MLK Jr Day
Feb 12	Count Day
Feb 14 - Feb 17	No School
	President's Day Weekend
Mar 7	Half Day K-12 Records Day
Mar 13	Half Day K-12/Conferences
Mar 20 - Mar 21	No School K-12
Mar 24 - March 28	No School K-12
	Spring Break
Apr 28	No School K-12
	Staff PD
May 26	No School K-12
	Memorial Day
Jun 2 - Jun 3	Half Day 9-12 (Exams)
	Full Day of School K-8
Jun 4	Half Day K-12
	Last Day of School

2024-2025 OPS CALENDAR

Day Counter Spreadsheet

August 12-16: 1 Flex Teacher Work Day
(Includes 1hr KickStart/Welcome Back)

August 19: Welcome Day

(1 Welcome/2BB/3 hrs. Classroom Work Time)

August 20: Full Day Teacher PD

August 21: First Day, Half Day K-12
(3 hrs A-Synch PD in PM, Safe Schools)

(Aug: Teacher Work Days = 10)

AUGUST 2024						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

JANUARY 2025						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

January 1-3: No School - Winter Break

January 15-16: Half Day 9-12 (Exams AM / (Records PM) Full Day K-8

January 17: Half Day K-12

January 20: No School - MLK, Jr. Day

(Jan: Teacher Work Days = 18.5)

August 30-September 2: No School
Labor Day Weekend

September 23: Full Day Teacher PD

SEPTEMBER 2024						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

FEBRUARY 2025						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

February 14: No School K-12

February 17: No School K-12
President's Day

(Feb: Teacher Work Days = 18)

(Sept: Teacher Work Days = 20)

October 4: Half Day K-8, (Records K-8 PM) Full Day 9-12

October 10: Half Day K-12 (PM Conferences)

October 11: No School K-12

(3 3-hour Conference Sessions K-12; 1 afternoon and 2 evening, specific times and dates TBD)

(Oct: Teacher Work Days = 23 including conference comp. day)

OCTOBER 2024						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

MARCH 2025						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

March 7: Half Day K-12 (PM Records)

March 13: Half Day K-12 (PM Conferences)

(3 3-hour Conference Sessions K-12; 1 afternoon and 2 evening, specific times and dates TBD)

March 20-21: No School K-12

March 24-28: No School - Spring Break

(Mar: Teacher Work Days = 15 including conference comp day)

April 28: Full Day Teacher PD

November 1: Full Day Teacher PD

November 27-29: No School
Thanksgiving Break

NOVEMBER 2024						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

APRIL 2025						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

(Apr: Teacher Work Days = 22)

(Nov: Teacher Work Days = 18)

December 23-31: No School
Winter Break

DECEMBER 2024						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

MAY 2025						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

May 26: No School - Memorial Day

(May: Teacher Work Days = 21)

(Dec: Teacher Work Days = 15)

Teacher Work Day

Full Day Professional Development

Half Day K-12 or 9-12

No School

Parent/Teacher Conferences

JUNE 2025						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

June 2-3: Half Day 9-12, (Records PM) Full Day K-8

June 4: Half Day K-12

Last Day of School (Records K-12 PM)

(Jun: Teacher Work Days = 2.5)

APPENDIX C - GRIEVANCE REPORT FORM

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

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

GRIEVANCE # _____

Distribution:

1. Superintendent
2. Principal
3. Association
4. Teacher

Article I. GRIEVANCE REPORT

Submit to Principal in duplicate

Building _____

Assignment _____

Name of Grievant _____

Date Filed _____

STEP I

A. Date Cause of Grievance Occurred _____, 20 _____

B. 1. Statement of Grievance

2. Relief Sought

Signature _____

Date _____

C. Disposition by Principal

Signature _____

Date _____

D. Position of Grievant and/or Association

Signature _____

Date _____

STEP II

A. Date received by Superintendent or Designee 20__

B. Disposition of Superintendent or Designee

Signature _____

Date _____

C. Position of Grievant and/or Association

Signature _____

Date _____

STEP III

A. Date received by Board of Education or Designee , 20__

B. Disposition by Board

Signature _____

Date _____

C. Position of Grievant and/or Association

Signature _____

Date _____

STEP IV

A. Date submitted to Arbitration _____, 20__

B. Disposition and Award of Arbitrator

Signature _____

Date _____

LETTERS OF AGREEMENT

Letters of Agreement

LOA.1 - PART-TIME EMPLOYMENT WHILE ON SABBATICAL LEAVE

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

Part-Time Employment While on Sabbatical Leave

WHEREAS the parties seek to accommodate part-time employment that is offered by a Board other than the Okemos Public Schools while a bargaining unit member is on a sabbatical leave pursuant to the provisions of [\(5.6.B\)](#) of the Master Agreement, it is agreed as follows:

1. A bargaining unit member who has been granted a sabbatical leave shall execute an individual written employment contract with the Okemos Public Schools
2. Said individual contract shall specify and entitle the bargaining unit member to compensation that is equal to one-half (1/2) the annual contract salary at their step of the salary schedule.
3. The bargaining unit member shall execute a promissory note for the salary to be received during the term of the leave from the Okemos Public Schools. Said promissory note shall be void upon the bargaining unit member's return from leave and the completion of one (1) year of employment with the Okemos Public Schools.
4. A bargaining unit member may earn up to one-half (1/2) of their annual contract salary through another Board provided:
 - a. The bargaining unit member submits written notification of the name and address of said Board to the Director of Personnel and Public Information within five (5) workdays of an offer of employment; and
 - b. Said Board submits written notification of the amount of compensation that will be remitted to the bargaining unit member to the Director of Personnel and Public Information within five (5) workdays of the date of hire.

5. The amount of compensation that the bargaining unit member receives from the Okemos Public Schools together with any other Board shall not exceed the annual contract salary that the bargaining unit member would have received had they been employed full time with the Okemos Public Schools.

For the Board of Education

Date

For the Association

Date

LOA.2 - ELEMENTARY SPECIALS

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

Elementary Specials: 2019-20

Recognizing that the existing elementary art, music and physical education model has created unintentional challenges with class size and travel, the joint committee reconvened during the 2018-19 school year.

For the 2019-20 school year, the parties agree to the following:

1. For initial staffing decisions, the following model will be implemented:
 - Elementary schools will break up grade levels-(# of total sections must be divisible by 3)
 - If the “remainder” is 1 or 2, then combine 4 sections into 3 sections.
 - If an elementary school has greater than 18 sections, then for 19 and 20 sections, there will be a core enrichment special making it a 4 day rotation for the impacted grade(s). If there are 21 sections, a 7th block may be added to the day, with possible adjustments to the time between blocks (as necessary).

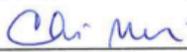
Examples:

- Elementary school has 18 sections; divisible by 3 = no need to combine 4 sections into 3 sections.
- Elementary school has 16 sections; there is a remainder of 1: so must take one grade level and combine 4 into 3.
- Elementary school has 17 sections; there is a remainder of 2: so must take two grade levels and combine 4 sections into 3.
- Elementary school has 19 sections; there is a remainder of 1; so must take one grade level or grouping of grades and implement a “core enrichment special.”
- Elementary school has 19 sections; there is a remainder of 1; so must take one grade level or grouping of grades and implement a “core enrichment special.”

2. In situations where 4 sections are combined into 3 sections, the Association, Administration and bargaining unit member will meet to problem solve available solutions in either compensation equal to \$1500 per year; prorated at a semester = \$750; or an aide.

3. The joint committee will analyze, seek feedback and evaluate this model prior to the end of the 2019-20 school year, with the possibility of recommending further revisions to the bargaining teams.

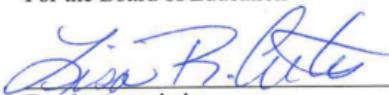
Note: This Letter of Agreement pertains to Bennett Woods, Cornell, and Hiawatha.



For the Board of Education

6/29/19

Date



For the Association

6/29/19

Date

INDEX

GLOSSARY

<u>ASSOCIATION</u>	the Okemos Education Association of Ingham Clinton Education Association/MEA/NEA
<u>BARGAINING UNIT MEMBER</u>	all employees of the Board who are represented by the Association in the bargaining unit as above defined
<u>BOARD</u>	the Board of Education of Okemos Public Schools and where appropriate, the Superintendent or administrative designee
<u>CERTIFIED</u>	defined by the Department of Education of the State of Michigan - holding the required certificates, endorsements, licenses, and/or approvals required by law to serve in the position assigned
<u>CLASS</u>	a given course outlined in a subject area
<u>COMPLAINT</u>	a minor disagreement, which may become a grievance if left unattended
<u>CONTINUOUS SERVICE</u>	the last date of hire with the Okemos School Board
<u>DAYS</u>	working days except during the summer months when school is not in session; the term "days" shall refer to Monday through Friday, excluding holidays.
<u>DISCIPLINE</u>	includes warnings, reprimands, suspensions with or without pay, reductions in rank or compensation, discharges, nonrenewal of probationary bargaining unit members, non-renewal of bargaining unit members deemed to be in a period of probation under the Teachers' Tenure Act #4 of 1937 (as amended), or other actions of disciplinary nature

EGREGIOUS

an illegal, extraordinary, or flagrant action or behavior that has been investigated thoroughly and for which evidence has been found to support the claim

**FACULTY
PERSONNEL**

all employees of the Board who are represented by the Association in the bargaining unit as above defined

GRIEVANCE

a claim by a teacher, a group of teachers or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement, and may be processed as a grievance.

**IMMEDIATE
FAMILY**

mother, father, husband, wife, child, stepchild, adopted child, mother-in-law, father-in-law, sister or brother, grandparents and any other person for whose physical care they are principally responsible

**LAST DATE OF
HIRE**

the first day of contracted work

**MENTOR
TEACHER**

as a Master Teacher as identified in [Section 380.1526](#) of the Revised School Code and shall perform the duties of a Master Teacher as specified in the Revised School Code and State Administrative Rules and Regulations

SENIORITY

the number of continuous years of employment by Okemos Public Schools

SPECIALS

elementary art, music, physical education, and exploratory

TEACHER

all employees of the Board who are represented by the Association in the bargaining unit as above defined

TENURE

completing a minimum of four years of teaching in a probationary period and by earning three consecutive year-end performance evaluations with a rating of Effective whether it be in this district or in another tenure granting district (Per Michigan Teacher Tenure Law)

**PROFESSIONAL
DEVELOPMENT**

as training or workshops that are provided by the district in connection with the educational program and/or the enhancement of educational skills.

