

3671

8/31/2000

# MASTER AGREEMENT

between

ONEKAMA CONSOLIDATED

SCHOOL DISTRICT

and

ONEKAMA EDUCATION

ASSOCIATION

FOR THE SCHOOL YEARS

1997-1998

1998-1999

1999-2000

*Onekama Consolidated Schools*

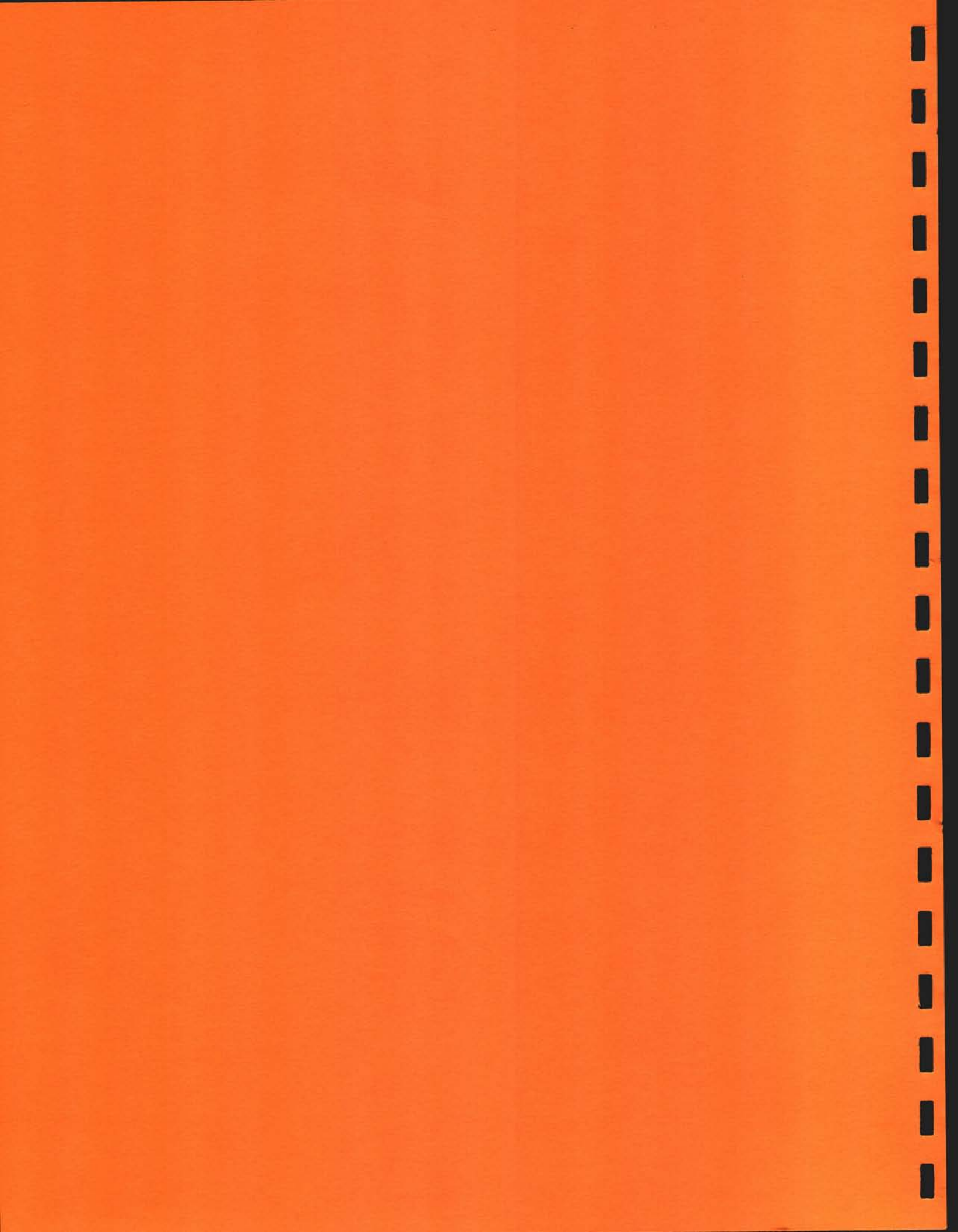


TABLE OF CONTENTS

ARTICLE		PAGE
	AGREEMENT AND WITNESSETH	1
I	RECOGNITION AND DEFINITION	2
II	FINANCIAL RESPONSIBILITY	3
III	TEACHER RIGHTS	5
IV	MANAGEMENT RIGHTS	7
V	PAID LEAVES	8
VI	UNPAID LEAVES	11
VII	REDUCTION OF PERSONNEL	13
VIII	TEACHING CONDITIONS	15
IX	TEACHER EVALUATION	18
X	STUDENT DISCIPLINE AND TEACHER PROTECTION	20
XI	NEGOTIATION PROCEDURE	21
XII	GRIEVANCE PROCEDURE	22
XIII	PROFESSIONAL GROWTH	25
XIV	MISCELLANEOUS PROVISIONS	26
XV	SCOPE OF AGREEMENT	28
APPENDIX I-A	SALARY SCHEDULE 1997-1998	29
APPENDIX I-B	SALARY SCHEDULE 1998-1999	30
APPENDIX I-C	SALARY SCHEDULE 1999-2000	31
APPENDIX I-D	STANDARDS FOR ADVANCEMENT ON THE SALARY SCHEDULE	32
APPENDIX II	EXTRACURRICULAR COMPENSATION	33
APPENDIX III	COMPENSATORY TIME-CLASS SUPERVISION	35
APPENDIX IV	INSURANCE BENEFITS	36
APPENDIX V	DISABILITY	37
APPENDIX VI	NONCONTRIBUTORY TEACHER RETIREMENT PLAN	37
APPENDIX VII	EARLY RETIREMENT INCENTIVE	38
APPENDIX VIII	INTERIM REPORT	40
APPENDIX IX	COACH'S EVALUATION SHEET	42
APPENDIX X	TEACHER EVALUATION SHEET	44
APPENDIX XI	LIBRARIAN EVALUATION SHEET	47
APPENDIX XII	GUIDANCE COUNSELOR EVALUATION SHEET	50
APPENDIX IX-A	CALENDAR 1997-1998	52
	SIGNATURE PAGE AND DURATION OF AGREEMENT	53

## AGREEMENT

An agreement made this 11th day of August, 1997 by and between the Board of Education of Onekama Consolidated School District, hereinafter called the "Board" and the Onekama Education Association, hereinafter called the "Association".

### WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of Onekama Consolidated Schools is their mutual aim and that the success of such education depends predominately upon the quality and morale of the teaching service and,

WHEREAS the Board has statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and,

WHEREAS the parties, following extended and deliberate professional negotiations have reached certain understandings which they desire to memorialize.

In consideration of the following mutual covenants, it is hereby agreed as follows:

## ARTICLE I

### RECOGNITION AND DEFINITION

- A. The Board recognizes the Association as the sole and exclusive bargaining representative for all elementary and secondary classroom teachers who are certificated and regularly employed by the Board, it specifically being the intent of the parties hereto that membership in the Association shall not be a condition of employment nor used as a point of discrimination in the rights, benefits or obligations under this contract.
- B. The term certificated as used herein shall mean a teacher who is presently holding a valid certificate issued by the State Board of Education under the requirements of Act 202 of Public Acts of 1903.
- C. The term regularly employed classroom teacher as used herein shall include all those teachers employed full-time throughout the school year and in addition thereto, special education teachers, guidance counselor, librarian, social worker, teachers regularly employed on a part-time basis, probationary teachers, driver education instructor, athletic director, game manager, telecommunications instructors, and work experience instructors. Specifically excluding from the bargaining unit all others, and particularly the supervisory staff consisting of the Superintendent, Assistant Superintendent, Principals and Assistant Principals, non-supervisory staff consisting of the substitute teachers, non-regularly employed part-time teachers and teacher aides, even if they hold a valid teaching certificate, and all non-certified personnel.
- D. The term teacher shall refer to all employees represented by the Association as herein defined and masculine gender shall include feminine.

## ARTICLE II

### FINANCIAL RESPONSIBILITY

A. Each bargaining unit member shall, as a condition of employment, (1) on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association, or (2) pay a Service Fee to the Association. The Service Fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee directly to the Association, or authorize payment through payroll deduction, the Board shall, pursuant to MCLA 408.477 and MSA 17.277 and at the request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association. Payroll deduction made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Moneys so deducted shall be remitted to the Association or its designee no later than twenty (20) days following deduction.

B. The procedure in all cases of non-payment of the service fee shall be as follows:

1. The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
2. If the teacher fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to the opening paragraph above.
3. The Board, upon receipt of request for involuntary deduction shall provide the teacher with an opportunity for a due process hearing limited to the question of whether or not the teacher has remitted the service fee to the Association or authorized payroll deduction for same.

C. Pursuant to Chicago Teachers' Union v Hudson, 106 S Ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-association bargaining unit members. The remedies set forth in that Policy shall be exclusive and, unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim, or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.

D In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

1. The Board gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
2. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and appellate levels.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with this Article, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

**ARTICLE III**  
**TEACHERS RIGHTS**

A. The Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution or any grievance, complaint or proceeding under this agreement or otherwise with respect to terms or conditions or employment.

B. The Board agrees to furnish the Association specifically requested information which pertains to the operation of the Onekama Consolidated Schools. All requests must be submitted in writing.

C. No teacher shall be disciplined or discharged without just cause.

D. Each teacher shall have the right upon request to review the contents of his own personnel file maintained by the school. A representative of the Association may, at the teacher's request, accompany the teacher in this review. The review shall be made in the presence of the administrator responsible for the safekeeping of the file.

Privileged information such as confidential credentials and related personal references normally sought at the time of employment are specifically exempted from review. The administrator shall, in the presence of the teacher-authorized representative, remove these credentials and confidential reports from the file prior to a review of the file by the teacher. All communications, including evaluations by Onekama administrators, commendations, and validated complaints directed toward the teacher which are included in the personnel file, shall be called to the teacher's attention at the time of inclusion.

E. A teacher shall be entitled to have present a representative of the Association for any disciplinary action that is more serious than a written warning. The initial disciplinary action shall be temporary until the Association representative and Administrator involved have met in conference.

F. Disciplinary action shall be defined as any warning, reprimand, suspension, time off, layoff with pay, discharge, reduction in rank, reduction in compensation, or deprivation of professional or contractual advantage.

G. Notice to Association - The district will provide immediate notice to the Association of any contact, correspondence, or inquiry regarding a public school academy application made to the district, or an application to an ISD, community college, or public university of which it has knowledge.



H. No teacher shall be required to provide school health services except in an emergency situation.

I. Any teacher required to provide school health services on an emergency basis shall be provided with the following:

- 1) A copy of a written medical procedural authorization signed by a doctor and the student's parent/guardian.
- 2) Appropriate training by a licensed health professional regarding the emergency treatment authorized.

J. Any teacher who may be required to provide school health services to a student, shall be invited to participate in the student's individual educational planning committee. Unless directed to attend by the employer, the teacher may choose not to do so.

K. This Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this district shall be consolidated or otherwise reorganized including cooperatives and consortiums. All rights accrued by bargaining unit members under this Agreement shall be assumed by the successor contracting board. No bargaining unit member shall be adversely affected by a change in hours, wages, terms or conditions of employment in the existing Agreement as a result of reorganization, including but not limited to seniority, salary, fringes, transfer rights, maintenance of standards, layoff and recall and assignments.

L. Bargaining unit members will have the right to review the contents of their personnel file. Should a request be made for personnel file information under the Freedom of Information Act, the employer will notify the teacher within one business day of the request.

## ARTICLE IV

### MANAGEMENT RIGHTS

A. Subject to this agreement and Public Act 379 of the Michigan Public Acts or 1965, the Board, on its own behalf of the electors of the school district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibility conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities.
2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or dismissal or demotion, and to promote, and transfer all such employees.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the United States.

## ARTICLE V

### PAID LEAVES

A. **LEAVE DAYS:** Each teacher shall be allowed ten (10) full days leave with pay. A full ten (10) days of leave will become available on the first day of school. Unused leave days may be accumulated from year to year to a maximum of 120 days. The accumulated leave days shall be paid upon discontinuation of employment at a rate of \$47.50 per day for 1997-98, \$50.00 per day for 1998-99, and \$52.50 per day for 1999-2000 after a minimum of four (4) continuous years of service in the Onekama Consolidated School District.

Leave days are intended to be used for illness of self or family and bereavement. These days are not to be used for recreation or vacation.

In addition to the above leave days, each teacher shall have two (2) personal days which, if not used, will accumulate as sick days. The intent of these days is not to extend a holiday, but a personal day, unpaid leave day, and/or compensatory leave time day can be used to extend a holiday, but with a limitation of five (5) teachers. The first five (5) teachers presenting requests in writing to the association president and secretary, and the superintendent shall be granted this leave. Holidays shall be defined as Labor Day, Thanksgiving vacation, Christmas vacation, winter break, spring vacation, Memorial Day, and summer vacation.

A request for a personal day shall be filed with the principal at least 48 hours in advance of the use of a personal day. Exceptions to this will be for emergencies.

The borrowing in advance of leave days not yet accrued is not possible.

It is understood that any person on such leave shall not be employed elsewhere during the period covered by the leave. If so, the leave is void and therefore canceled.

#### B. SABBATICAL LEAVES:

1. Sabbatical leaves for study and research may be granted by the Board to teachers who have completed three (3) years of service in Onekama Consolidated Schools and hold a minimum of a continuing certificate. Such sabbatical leaves shall be in recognition of significant service through teaching and for the purpose of encouraging scholarly achievement which contributes to the professional effectiveness of members of the staff and the value of their subsequent service to the school system. Selection of the teacher to whom the sabbatical leave shall be given shall be made by the Board.
2. Each year, the Board may provide two (2) sabbatical leaves to the professional staff.

3. A sabbatical leave may be granted for one (1) semester or one (1) full year. Each teacher on sabbatical leave shall receive 50% of the pay he would otherwise receive and all fringe benefits during the period of the sabbatical leave. The salary schedule increment shall continue when the teacher is on sabbatical. A teacher on sabbatical leave shall not render service for compensation in another educational institution provided however this shall not preclude the acceptance of a fellowship or other assistance in research. In calculation of the number of sabbatical leaves, a sabbatical leave for one (1) semester shall be considered as a leave for one-half person.
4. Application for a sabbatical leave shall be made in writing not later than three (3) months preceding the semester for which the leave is desired. The application must be accompanied by a statement of a well conceived plan for spending the leave in a manner calculated to contribute to the professional effectiveness of the applicant and to the best interests of the school district.
5. Each teacher who is granted a sabbatical leave will be expected to return to the employ of the Board for at least a two-year (2) period, and upon returning shall present to the Board a full report regarding the use of his sabbatical leave. Upon acceptance of his sabbatical leave, said teacher shall sign a promissory note with the Board in the amount of the sabbatical stipend to be granted by the Board, said promissory note may be redeemed by the teacher in one of the two following manners:
  - a. In the event said teacher does not wish to return to the employ of the school district at the conclusion of the sabbatical leave, said teacher shall repay the Board all money advanced by the Board during his sabbatical leave.
  - b. Said teacher may by returning to the employ of the Board redeem said promissory note by teaching for two (2) years. Said promissory note is considered one-half paid at the end of the first year of teaching and may be redeemed by employment at the end of the one-year following the sabbatical by paying one-half of the sabbatical stipend plus six (6) percent interest on the one-half. This amount may be repaid over a two-year (2) period. By completing the second full year of teaching, the promissory note will be considered paid in full.

C. LEAVES OF ABSENCE FOR JURY DUTY:

Leaves shall be granted when a teacher is called for jury service during the school year, or is subpoenaed as a witness in a school connected dispute, except this shall not apply to any dispute in which the Association is a party to or representing a party. It is expressly understood that any compensation received by the teacher in the form of witness fees or jury pay will be deducted from the teacher's normal salary.

D. ASSOCIATION LEAVE DAYS:

The Board shall grant the Association four (4) days of leave each year without loss of pay or benefits for use at the discretion of the Association, provided that the administrators affected are notified at least two (2) days in advance, except in case of emergency, and provided further that certified substitutes can be secured. The Association shall provide the personnel office with written verification of all days used.

The association shall reimburse on current basis the employer 100% the amount paid to a substitute teacher(s) related to the time member(s) is/are on Association leave.

## ARTICLE VI

### UNPAID LEAVE

A. SHORT-TERM LEAVE NO 1: The Board may approve a request for a Special Short Term Leave, with or without pay, for a period of up to one (1) semester. Each request will be considered on its individual merits and related circumstances. Professional growth, personal or financial hardship, military service, exchange teaching, Job Corp, Peace Corp, recreation, or other reasons deemed appropriate by the Board may be approved. The Board will also take into consideration the individuals attendance, length of service, and teaching records as well as the possible disruption to the instructional program when considering a request for a leave. The leave request shall also be contingent on the Administration being able to find a qualified substitute to meet their expectations and requirements for the subject matter being taught for the teacher on leave. Said requests shall be filed with the Superintendent.

B. SHORT TERM LEAVE NO 2: The superintendent may approve a request for a Short Term Leave, without pay, for a period of up to five (5) days. Each request will be considered on its individual merits and related circumstances.

C. LONG TERM: A leave of absence of up to one (1) year may be granted to any bargaining unit member upon application, for the purpose of professional growth, personal or financial hardships, military service, exchange teaching, Job Corp, Peace Corp, recreation or cultural travel.

Each year, the Board may provide two (2) long term leaves to the professional staff.

D. INFANT CHILD CARE: Leaves of absence without pay of up to one (1) year shall be granted for the purpose of child care.

Except in cases of an emergency nature, the employee shall notify the Board, in writing, at least ninety (90) calendar days prior to the start of the leave. However, the commencement of said leave shall begin no later than the date of birth or adoption.

E. Except in cases of an emergency nature, the employee will be obligated to the following conditions relative to intent to return:

1. An employee intending to return at the beginning of a new school year must provide the Board with written notice ninety (90) calendar days prior to June 30th.
2. An employee intending to return at the beginning of the second semester must provide the Board with a written notice ninety (90) calendar days prior to the beginning date.

3. In all other circumstances, the employee must provide the Board with at least ninety (90) calendar days written notice of intent to return.
4. The employee may request a return to work prior to the termination of said leave because of a change of circumstances.
5. The employee shall return to his/her former position or to similar position.

F. A teacher returning from leave provided in this article shall be placed on the step of the salary schedule from which he/she went on leave, unless he/she was employed for at least fifty (50) percent of his/her last teaching year, in which case he/she shall be advanced to the next half-step on the salary schedule.

## ARTICLE VII

### REDUCTION OF PERSONNEL

A. In the event it becomes necessary to reduce the number of teachers through layoff of employment or to reduce the number of teachers within a given subject area, field or program or in the elimination or consolidation of position(s), the Board shall follow the procedure listed below:

1. There will be no layoffs unless a teacher is notified sixty (60) days prior to termination date.
2. Voluntary termination and/or voluntary layoff.
3. Teachers not holding a regular Michigan provisional, permanent, life, continuing or vocational certificate will be laid off first, provided there are fully qualified, fully certificated teachers to replace and perform all of the needed duties of the laid-off teacher.
4. If reduction is still necessary, then probationary teachers with the least number of continuous years of teaching in the Onekama Consolidated Schools System will be laid off first, provided there are fully qualified, fully certificated teachers available to replace the laid off teacher(s).
5. If reduction is still necessary, then tenured teachers with the least number of years of continuous teaching experience in the Onekama Consolidated Schools System will be laid off first, provided there are fully qualified, fully certificated teachers available to replace the laid off teachers.

B. Fully qualified and fully certificated shall be defined as follows:

1. Teachers who have earned a provisional, permanent, life, vocational or continuing teaching certificate in a given subject area.
2. Teachers who have a major/minor or who have completed fifteen (15) semester hours of college credit in the subject area or have taught in the subject area on a regular basis within the last five (5) years preceding the layoff.

C. Length of service (system seniority) is defined as unbroken service in the Onekama Consolidated Schools System. Leaves of absences, with or without pay, the absences due to layoff are NOT to be considered a break in service; and the time spent on leave or laid off will NOT count toward continuous service time.



The district shall prepare and present to the Association a current seniority list prior to October 15th of each year. This list will include the part-time teachers.

D. RECALL: In the event of a layoff - the Board will institute a recall procedure which will be in the inverse order of the above layoff procedure:

1. No new bargaining unit members hired until all laid off bargaining unit members are recalled.
2. Right to accept or reject positions less than full-time without affecting right to full-time position.
3. No loss of rights if under teaching contract at time of recall.

E. The Board shall give written notice of recall from layoff by sending a restricted delivery letter to the teacher(s), with a copy sent to the Association President. Seniority rights shall be lost by the teacher if the teacher does not respond from a return recall notice within fifteen (15) calendar days.

F. Any layoff pursuant to this Agreement shall automatically terminate the individual's employment contract and all benefits allowed therein including all benefits under this Master Agreement. Upon recall, the individual's employment contract and all benefits allowed therein, including all benefits under this Master Agreement, shall be reinstated in full.

G. It is intended that this Article takes precedence over and governs the individual contracts; and the individual contract is expressly conditioned upon this article.

## ARTICLE VIII

### TEACHING CONDITIONS

- A. The daily teaching load in the junior and senior high school will be six (6) teaching or supervisory periods and one preparation period. There will be 182 student days and 186 teacher days for 1997-98, 183 student days and 187 teacher days for 1998-99, and 184 student days and 188 teacher days for 1999-2000. The total daily minutes will be adjusted according to state regulations.
- B. The normal teaching load in the elementary grades will not be more than twenty-six (26) teaching hours per week. Elementary teachers may use for conference and preparation time those times when students are on the playground during recess period and when students are receiving specialized instruction from another teacher.
- C. Each teacher shall have a minimum thirty (30) minute duty-free lunch period.
- D. Recognizing the need for flexibility and the necessity dictated by scheduling the above, Sections A, B, and C may be changed upon the consent of the teacher or teachers involved and notification of the Onekama Education Association.
- E. Teachers shall be on duty at least thirty (30) minutes prior to the convening of school and at their teaching stations at least fifteen (15) minutes prior to the convening of school. Teachers shall also be on duty fifteen (15) minutes after the dismissal of school, unless otherwise authorized by the Administration. Teachers shall be outside their first hour teaching station to greet students.
- F. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size shall be lowered when necessary and wherever possible, except in traditional large-group instruction or experimental classes where teacher(s) have voluntarily agreed to exceed these maxims.
- G. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests, questionnaires, equipment, and similar materials are the tools of the teaching profession and will provide the same within its financial means. Teachers will be involved in the selection of their textbooks and equipment and their recommendations will be strongly considered in the selection of supplies.
- H. The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference material in maintaining a high level of professional performance. In furtherance of that recognition, the Board shall provide a teachers' professional library in each school in the district and include therein all books and publications which are reasonably requested by the teachers.

I. The Board agrees to make available in each school adequate typing, duplication, stencil facilities and clerical personnel to aid teachers in the preparation of instructional material.

J. The Board shall provide:

1. A separate desk for each teacher in the district.
2. Suitable space for each teacher to store coats, overshoes and personal articles.
3. Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach.
4. Dictionary in every classroom where requested.

K. Under no conditions shall a member of this bargaining unit be required to drive a school vehicle or to perform other work normally assigned to other employee groups.

L. The Board shall make available in each school adequate restroom and lavatory facilities exclusively for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge. Provision for such facilities will be made in all future buildings. There shall be no smoking in any of the school buildings.

M. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.

N. The Board shall provide the Onekama Education Association with three (3) current copies of its policies and rules and regulations of Onekama-Consolidated Schools at the beginning of the school year.

O. Any assignment in addition to the normal teaching schedule shall not be obligatory, but shall be with the consent of the teacher. Preference will be given to capable and qualified teachers regularly employed within the district.

P. Teachers shall be notified in writing of their tentative programs for the coming year- including the schools to which they will be assigned and the grades and subjects that they will teach. The notice will be given as soon as possible, and under normal circumstances, not later than the end of the school year.

Q. Mentor Teacher

1. Mentor teacher shall be defined as a Master Teacher as identified in section 1526 of the School Code and shall perform the duties of a Master Teacher as specified in the code. Whenever possible, the Mentor Teacher shall be a member of the bargaining unit.

2. Each bargaining unit member in his/her first three (3) years in the classroom shall be assigned a Mentor Teacher by the Administration. The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a nonthreatening fashion.
3. A Mentor Teacher shall be assigned in accordance with the following:
  - a. Whenever possible, the Mentor Teacher shall be a tenured member of the bargaining unit.
  - b. Participation as a Mentor Teacher shall be voluntary.
  - c. The District shall notify the Association of those members requiring a mentor assignment.
  - d. The Administration shall notify the Association when a Mentor teacher is matched with a bargaining unit member (Mentee).
  - e. Every effort will be made to match Mentor Teachers and Mentees who work in the same building and have the same area of certification.
  - f. Mentee shall only be assigned to one (1) Mentor Teacher at a time.
4. Because the purpose of the mentor/mentee match is to acclimate the bargaining unit member and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be confidential and shall not, in any fashion, be a matter included in the evaluation of the Mentor Teacher or Mentee. Neither the Mentor Teacher nor the Mentee shall be permitted to participate in any matter related to the evaluation of the other.
5. The administration shall provide reasonable release time for the mentor teacher to attend mutually agreeable training seminars and workshops.

## ARTICLE IX

### TEACHER EVALUATION

A. Evaluations shall include all duties and functions of the work performed and of the teaching performance of the teacher. The work performance of all teachers shall be evaluated in writing. Probationary teachers shall be evaluated at least once each semester using Appendix X. Tenure teachers shall be evaluated at least once by April 1st of each year using Appendix X.

B. Monitoring, observation or review of the teaching performance shall be conducted by the immediate supervisor and/or administrator working in the same building or otherwise familiar with the teacher's performance. However, this is not intended to preclude other administrators of Onekama Consolidated Schools, from observing or reviewing the teacher's performance.

C. All monitoring or observation of the teaching performance shall be conducted openly and with knowledge of the teacher. All classroom observation used for evaluation purposes shall be made in person and at least one shall be thirty (30) minutes in length.

D. Interim report and/or evaluation sheet shall be in writing and filled out after each observation. Teachers shall receive their interim report and/or evaluation sheet within one (1) calendar week from the time of their observation. A copy of the interim report and/or evaluation sheet shall be submitted to the teacher before the time of the personal interview and the teacher shall have the opportunity to review the report with the interviewer. (See Appendix VIII and XI) The interviewer may be the teacher's director, immediate supervisor or building administrator. If the teacher does not agree with the interim report and/or evaluation sheet, he/she may submit an addendum to the interim report and/or evaluation sheet which must be filed with the interviewer within one (1) calendar week after the interview. In that event, both interim report and/or evaluation sheet with attached addendum shall be placed in the teacher's personnel file in the Personnel Office.

E. The Interim report and/or evaluation sheet will be furnished to the Superintendent by the appropriate administrator covering all teachers. A copy shall be furnished to the teacher. If the interim report and/or evaluation sheet contains any information not previously made known to and discussed with the teacher, the teacher shall have an opportunity to submit additional information to the Superintendent, provided it is submitted in writing within one (1) calendar week.

F. If a teacher is dissatisfied with his/her interim report and/or evaluation sheet, he/she may appeal in writing to the superintendent. If dissatisfied with this decision, he/she may appeal in writing to the Board for relief.

G. Direction for improvement, if any, must be provided in either Appendix VIII or Appendix XI under comments.

H. Classroom evaluations shall be completed by April 1st.

I. The provisions of the Article, Section A through G shall not be subject to the grievance procedure except where the procedures set forth in those sections have not been followed.

J. In the event a probationary teacher is not continued in employment the Board will notify the teacher, in writing, at least sixty (60) days prior to June 30th.

K. Coaches evaluations (Appendix IX) shall be conducted for personnel contained in Article I. Section C.

## ARTICLE X

### STUDENT DISCIPLINE AND TEACHER PROTECTION

A. It is recognized that discipline problems are less likely to occur in classes which are well-taught and where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. A teacher may use such means as is necessary to protect himself from attack or to prevent injury to another student.

B. A teacher may exclude a pupil from classes when the severity of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incidents. The excluded student may not be returned to class until after the Administration consults with the teacher.

C. Suspension of a student from school may be imposed only by the Principal and/or the Superintendent. School administrators and teachers will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his parents when warranted. Transfer of the student to another teacher or other measures, short of suspension, may first be exhausted.

D. If any teacher is involved in litigation as a result of any allowable legal action taken by the teacher while in pursuit of employment, while under the policy of the Board, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense.

E. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.

F. Any case of assault upon a teacher shall be promptly reported to his principal. The Board will provide legal counsel to advise the teacher of his rights, and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.

G. No action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned. If any question of breach of professional ethics is involved, the Association shall be notified.

## ARTICLE XI

### NEGOTIATION PROCEDURE

- A. During the professional negotiations leading up to this Agreement, each party has the right to make proposals and bargain on all negotiable matters. This contract contains the entire agreement of the parties. During its life, each party agrees that the other will not be required to engage in further bargaining on any matter, except by mutual agreement of the parties involved.
- B. Notwithstanding the foregoing paragraph, it is agreed that any teacher, the Association or the Board shall have the right during the term of this Agreement to bring matters not covered herein but of common concern to the attention of the Administrative staff or to the Professional Negotiations Committee of the Association for its study and recommendation, it being understood that no such matters shall become the subject of arbitration or mediation during the life of this contract.
- C. Negotiations for a new contract will begin no later than June 1st preceding the expiration date of the present contract.
- D. In the negotiations procedure, neither party shall have any control over the selection of the negotiating team of the other party and each party may select its representative from within or outside the school district. It is recognized that no final agreement between parties may be executed without ratification by a majority of the Board and by a majority of the membership of the Association, but parties mutually pledge that representatives selected by each shall be clothed with all the necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- E. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.



## ARTICLE XII

### GRIEVANCE PROCEDURE

A. A grievance shall be defined as an alleged violation of the expressed terms of this contract.

The following matters shall not be the basis of any grievance filed under this procedure outlined in this Article.

1. The termination of services of or failure to re-employ any probationary teacher.
2. The placing of a non-tenure teacher on a third year of probation.
3. The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule.

It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act proscribes a procedure or authorized a remedy (discharge and/or demotion).

B. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. Both parties agree these proceedings shall be kept as informal and confidential as may be appropriate at any level or procedure.

Nothing contained herein shall be construed as limiting the rights of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is consistent with the terms of this Agreement.

C. PROCEDURE:

1. The teacher shall notify the designated representative of the Association of his grievance and may request his presence at the presentation of the grievance or proceed to step (2) without the designated representatives at the teacher's option. The designated representative may be present at any adjustment of the alleged grievance at any level. All grievances shall be in written form.

The term "days" as used in this Article shall mean calendar days.

2. The teacher and/or the designated representative shall discuss, with the Principal, the grievance, within ten (10) days of the alleged violation(s). If no resolution is obtained within five (5) days of the discussion, the teacher and/or the designated representative shall present in writing, within ten

(10) days from the discussion, the alleged violation and request an interview with the Principal. Within five (5) days after the written request is filed with the Principal he shall have a hearing concerning the alleged grievance. A decision in writing by the Principal shall be given to the employee and/or the designated representative within five (5) days after the hearing.

3. If the decision of the Principal is unsatisfactory to the grievant, the grievant may within five (5) days of the receipt of said decision, present the written grievance to the Superintendent and request an interview. Within five (5) days after the written request is filed with the Superintendent, he shall have a hearing concerning the alleged grievance. A decision in writing by the Superintendent shall be given to the teacher and/or the designated representative within five (5) days after the hearing.
4. If this decision is not satisfactory, the teacher may file his alleged grievance with the Board, in writing, countersigned by the designated representative at least seven (7) days prior to the next regular Board meeting. The Board shall place said grievance on the agenda of its next regular meeting at which time the teacher and/or the designated representative shall be given an opportunity to be heard. This hearing may be open or in an executive session at the teacher's request. The Board shall render its decision in writing within twenty (20) days to the teacher and/or designated representative.
5. If the Association is not satisfied with the disposition of the grievance at the Board level, it may within ten (10) days after the decision of the Board refer the matter for arbitration to either the Michigan Employment Relations Commission, or to the American Arbitration Association, in writing, with a copy to the employer. The appropriate rules of such agency shall apply to the arbitration and the same shall be final and binding as hereinafter set forth.
6. Neither party may raise a new defense or grounds in arbitration not previously raised or disclosed.
7. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association. Subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.

Powers of the arbitrator are subject to the following limitations:

- a. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.

- b. He shall have no power to change any practice, policy or rule of the Board nor substitute his judgment for that of the Board as to the reasonableness of any practice, policy or rule. It is clearly understood, however, that any Board practice, policy or rule shall not be in conflict with the specific terms of this written agreement. To the extent that it shall be, the arbitrator shall have the power to ignore such practice, policy or rule of the Board and the contract shall prevail in that area.
  - c. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
  - d. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
  - e. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed.
8. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher or participating Association representative are to be at their assigned duty stations.
9. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, the Board shall use its best efforts to process such grievance by the end of the school term or as soon thereafter as possible.
10. The fee and expenses of the arbitrator shall be shared equally by the parties.

## ARTICLE XIII

### PROFESSIONAL GROWTH

A. Teachers shall be required to participate in in-service training programs during school hours when initiated by the Administration and paid for by the Board.

B. Any teacher desiring transfer to a different position or desiring a different assignment may apply in writing to the Superintendent stating his qualifications for the assignment. All reasonable requests will be considered. When a vacancy shall occur in positions covered by the terms of this Agreement, the Administration will see that written notice is given to the Association.

C. Teachers shall serve on professional committees concerned with school problems during the school day, as deemed necessary by the Administration.

D. Teachers shall attend building meetings called by the principal sixty (60) minutes prior to the convening of school or for a period of sixty (60) minutes after the dismissal of school. Attendance at such meetings may not be required more than twice a month.

Teachers may be required to attend four evening meetings each year. These meetings must pertain to Parent-Teacher Conference, open house, Graduation, or other such activities pertaining to education.

E. The teacher shall be required to complete a Fall Planning Conference Goals and Objectives Work Sheet and meet with the Building Principal to discuss his/her goals by October 15th.

The teacher and Building Principal will meet to review the goals and objectives discussed at the Fall Planning Conference by May 15.

## ARTICLE XIV

### MISCELLANEOUS PROVISIONS

A. A teacher unable to report for duty because of illness or an emergency shall call as directed by their Principal. Such absences should be reported by 7:00 a.m. if possible on the day the teacher is unable to report to work. It shall be the responsibility of the Principal or designee to arrange for a substitute teacher.

B. No polygraph or lie detector device shall be used by school personnel nor at the direction of school personnel on any teacher.

C. The Board agrees to make payroll deductions for United Professional Dues. The deductions will be made in ten (10) equal installments.

D. The Board agrees to make payroll deductions to one (1) Credit Union only, and deductions to a limit of six (6) Tax Deferred Annuities Agencies.

E. In the event the Board has reason to believe that a bargaining unit member is not able to adequately carry out his/her responsibilities, the employee may be required to submit a written statement from a physician, psychologist, or psychiatrist which would indicate that there is no physical/mental problem identified that would render the employee unable to perform their normal responsibilities.

The examining doctor shall be mutually agreed upon by the teacher and the Board.

Examination costs not covered by the teachers' health insurance will be assumed by the Board.

A second opinion may be requested by either party. The requesting party shall be responsible for payment of the examination.

F. Teachers of middle school grades shall be assigned to teach within their major or minor fields of preparation unless scheduling difficulties dictate otherwise as determined by the Administration.

G. Whenever a school day is not counted as a day of instruction by the State Department of Education definition, said days will be rescheduled without any additional compensation to the employees. Lost days will be made up to 180 of the 182 scheduled days. Said days will be made up in the manner prescribed in the appropriate calendar appendix.

H. The teachers, administration, and Board of Education will work together to implement the provisions of Public Act 1284 of the Revised School Code. (Hours/Day Mandate)

I. Any teacher using their own vehicle for school business will be paid 31 cents per mile for each mile traveled.

J. A standing committee comprised of two association members, an administrator, and a board member will be formed to add any new positions to the extra curricular schedule and determine compensation during the course of the contract.

## ARTICLE XV

### SCOPE OF AGREEMENT

A. This Agreement shall supersede any rules, regulations or practices of the Board which are contrary to or inconsistent with its terms. It shall supersede any contrary or inconsistent terms contained in any individual teacher's contract heretofore in effect. All future individual contracts shall be made expressly subject to the terms of this Agreement.

B. Copies of this Agreement, for the purposes of ratification, and final ratified contract, shall be printed at the expense of the Board and presented to all teachers within ten (10) days after both parties concur that negotiations have been completed and the contract is ready to be ratified.

C. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law; then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law. But all other provisions or applications shall continue in full force and effect.

D. It is the responsibility of the Board to present a copy of the Master Agreement to each newly hired teacher.

**APPENDIX I- A**

1997 - 1998

Teachers will be placed on steps for years within the system, plus not more than five (5) years in other systems: (Includes teachers presently in our system)

STEP	3% BA	28,154 BA+20	BA+30 MA	BA+50 MA+20	BA+60 MA+30	BA+70 MA+40	BA+80 MA+50
1.0	28,154	29,252	30,377	31,476	32,329	33,182	34,035
1.5	29,162	30,260	31,257	32,355	33,210	34,064	34,917
2.0	30,171	31,268	32,136	33,233	34,089	34,942	35,795
2.5	30,954	32,051	33,012	34,111	34,964	35,818	36,670
3.0	31,736	32,833	33,888	34,987	35,840	36,693	37,546
3.5	32,518	33,616	34,764	35,863	36,716	37,569	38,422
4.0	33,298	34,396	35,640	36,738	37,591	38,444	39,297
4.5	34,080	35,178	36,520	37,614	38,470	39,324	40,176
5.0	34,863	35,961	37,400	38,498	39,354	40,207	41,060
5.5	35,643	36,744	38,276	39,373	40,224	41,077	41,930
6.0	36,423	37,521	39,152	40,252	41,105	41,958	42,811
6.5	37,206	38,304	40,032	41,127	41,978	42,831	43,684
7.0	37,806	39,086	40,906	42,003	42,859	43,712	44,565
7.5	38,768	39,869	41,784	42,879	43,737	44,590	45,443
8.0	39,551	40,649	42,663	43,760	44,616	45,469	46,322
8.5	40,333	41,431	43,540	44,635	45,491	46,344	47,197
9.0	41,116	42,214	44,416	45,514	46,370	47,223	48,076
9.5	41,896	42,997	45,295	46,392	47,245	48,098	48,951
10.0	42,676	43,774	46,173	47,271	48,126	48,980	49,833
10.5	43,459	44,557	47,050	48,149	49,002	49,855	50,708
11	44,242	45,340	47,927	49,025	49,879	50,732	51,585

Longevity pay will be as follows:

Years of teaching Experience      Amount To  
at Onekama Consolidated Schools      Be Paid

15	\$600
20	\$800
25	\$1,000
30	\$1,200

Per Diem Compensation--will be computed by dividing the individuals salary by 186 days.

The Board and Association shall appoint two (2) persons to serve on a committee to screen new classes for credit towards the BA+20, 30, 50, 60, 70, and 80 and MA+20, 30, 40, and 50. See Appendix I-C



**APPENDIX I- B**

1998 - 1999

Teachers will be placed on steps for years within the system, plus not more than five (5) years in other systems: (Includes teachers presently in our system)

STEP	3% BA	28,998 BA+20	BA+30 MA	BA+50 MA+20	BA+60 MA+30	BA+70 MA+40	BA+80 MA+50
1.0	28,998	30,129	31,287	32,420	33,298	34,177	35,056
1.5	30,037	31,167	32,194	33,325	34,206	35,085	35,963
2.0	31,076	32,205	33,099	34,229	35,111	35,989	36,868
2.5	31,882	33,011	34,002	35,134	36,013	36,891	37,769
3.0	32,687	33,817	34,904	36,036	36,914	37,793	38,672
3.5	33,493	34,624	35,806	36,938	37,816	38,695	39,574
4.0	34,296	35,427	36,709	37,839	38,718	39,597	40,475
4.5	35,102	36,233	37,615	38,741	39,623	40,503	41,380
5.0	35,908	37,039	38,522	39,652	40,533	41,412	42,290
5.5	36,711	37,845	39,424	40,554	41,429	42,308	43,187
6.0	37,514	38,646	40,326	41,458	42,337	43,216	44,094
6.5	38,321	39,452	41,232	42,360	43,236	44,115	44,993
7.0	38,939	40,258	42,132	43,262	44,144	45,022	45,901
7.5	39,930	41,064	43,037	44,164	45,048	45,927	46,806
8.0	40,736	41,867	43,942	45,072	45,953	46,832	47,710
8.5	41,543	42,673	44,845	45,973	46,855	47,734	48,612
9.0	42,348	43,480	45,748	46,878	47,760	48,638	49,517
9.5	43,152	44,286	46,653	47,783	48,662	49,540	50,419
10.0	43,955	45,086	47,557	48,688	49,569	50,448	51,326
10.5	44,761	45,892	48,461	49,592	50,471	51,350	52,228
11	45,569	46,700	49,364	50,494	51,374	52,253	53,131

Longevity pay will be as follows:

Years of teaching Experience      Amount To  
at Onekama Consolidated Schools Be Paid

15	\$600
20	\$800
25	\$1,000
30	\$1,200

Per Diem Compensation--will be computed by dividing the individuals salary by 187 days.

The Board and Association shall appoint two (2) persons to serve on a committee to screen new classes for credit towards the BA+20, 30, 50, 60, 70, and 80 and MA+20, 30, 40, and 50. See Appendix I-C

**APPENDIX I- C**

1999 - 2000

Teachers will be placed on steps for years within the system, plus not more than five (5) years in other systems: (Includes teachers presently in our system)

STEP	3% 29,867 BA	BA+20	BA+30 MA	BA+50 MA+20	BA+60 MA+30	BA+70 MA+40	BA+80 MA+50
1.0	29,867	31,032	32,225	33,391	34,296	35,201	36,106
1.5	30,937	32,101	33,159	34,323	35,231	36,136	37,041
2.0	32,007	33,170	34,091	35,255	36,163	37,068	37,973
2.5	32,837	34,001	35,021	36,187	37,092	37,997	38,901
3.0	33,667	34,831	35,950	37,116	38,021	38,926	39,831
3.5	34,496	35,661	36,879	38,045	38,950	39,855	40,759
4.0	35,324	36,489	37,809	38,973	39,878	40,783	41,688
4.5	36,154	37,319	38,742	39,902	40,810	41,716	42,620
5.0	36,984	38,149	39,676	40,840	41,748	42,653	43,558
5.5	37,812	38,979	40,605	41,769	42,671	43,576	44,481
6.0	38,639	39,804	41,535	42,701	43,606	44,511	45,416
6.5	39,469	40,634	42,468	43,630	44,532	45,437	46,342
7.0	40,106	41,464	43,395	44,559	45,467	46,371	47,276
7.5	41,127	42,295	44,327	45,487	46,398	47,303	48,208
8.0	41,957	43,122	45,259	46,422	47,330	48,235	49,140
8.5	42,787	43,952	46,189	47,351	48,259	49,164	50,069
9.0	43,617	44,783	47,119	48,283	49,191	50,096	51,001
9.5	44,445	45,613	48,051	49,215	50,120	51,025	51,930
10.0	45,272	46,437	48,982	50,147	51,055	51,960	52,865
10.5	46,103	47,268	49,913	51,079	51,984	52,888	53,793
11	46,934	48,099	50,843	52,007	52,914	53,819	54,723

Longevity pay will be as follows:

Years of teaching Experience      Amount To  
at Onekama Consolidated Schools Be Paid

15	\$600
20	\$800
25	\$1,000
30	\$1,200

Per Diem Compensation--will be computed by dividing the individuals salary by 188 days.

The Board and Association shall appoint two (2) persons to serve on a committee to screen new classes for credit towards the BA+20, 30, 50, 60, 70, and 80 and MA+20, 30, 40, and 50. See Appendix I-C

## APPENDIX I-D

### STANDARDS FOR ADVANCEMENT ON THE SALARY SCHEDULE

The standard for advancement on the salary schedule are as follows:

1. The satisfactory completion of semester hours at the graduate or undergraduate level which is related to the teacher's assignment, or is part of a degree program in education, or will apply toward certification in a subject area.
2. The satisfactory completion of the equivalent of not more than two (2) semester hours of workshops. Non-college credit and college credit workshops which must meet the school system's standards shall be given credit for advancement on the salary schedule or change in the level of training when they are related to the teacher's assignment or provide additional training in an area for which certification is either needed or held. Such workshops must have prior approval of the Professional Growth Committee. If prior approval is not obtained credit for the workshop might not be granted. The hours of participation in these workshops shall be accumulative, and each unit of eighteen (18) such hours shall be considered the equivalent of one (1) semester hour.
3. All college courses must be from an accredited institution.
4. All requests for approval should be submitted as soon as possible but not later than one (1) week in advance of the starting date of the class or workshop.
5. September 1st of each year is the deadline for reporting college credits and workshops. An exception to this deadline will be made when a regular summer session of a recognized college or university extends past this date, but in no case will proof of credit be accepted for retroactive changes in salary status after November 1st. Courses completed after November 1st will be pro-rated for the second semester upon receipt of proof of credit.
6. The committee shall be composed of two administrators and two faculty members. The faculty representatives shall be appointed by the O.E.A. and shall serve two (2) year terms.
7. If the decision of the committee is not satisfactory, the teacher may appeal to the Board of Education at their next regularly scheduled meeting.

\*Pro-rated pay after November 1st deadline will be one-half of the normal yearly amount.

## APPENDIX II

EXTRA CURRICULAR COMPENSATION Experience	% of Base for Years of Experience	% of B.A. Step For Years of
	1 - 3	4 - 8
Head Football	8	10
Assistant Football	6	8
J.V. Football	6	8
Head Basketball	8	10
J.V. Basketball	6	8
9th Grade Basketball	5	6.5
7-8th Grade Basketball	4	5
Head Volleyball	8	10
J.V. Volleyball	6	8
Golf	8	10
Head Baseball	8	10
J.V. Baseball	6	8
Girls Varsity Softball	8	10
Head Track-Boys	8	10
Head Track-Girls	8	10
Assistant Track	6	8
7-8th Grade Track-Boys/Girls	4	5
Ski Team	8	10
Varsity Cheerleading		
Advisor-Fall/Winter	4	5
J.V. Cheerleading		
Advisor-Fall/Winter	3	4
7-8th Grade Cheerleading Advisor		
Fall/Winter	3	3.5
Music Director	6	8
Choral Director	6	8
Forensics	5	
Theater Director	5	8
Asst. Theater Directors	2	
Yearbook Advisor	10	
Ski Club	\$19.00 per trip	
Work Experience	Two weeks additional pay for two weeks additional work on teacher step.	
Noon Duty	10	
Drivers Education	\$17.00 per hour. Staff member would get first option.	

**Appendix II**  
**Extra-Curricular Compensation**  
**Page 2**

Journalism	10
Class Advisors:	
Middle School	.5
9th Grade	1
10th Grade	1
11th Grade	2
12th Grade	2
National Honor Society	1.5
Student Council HS	2
Student Council MS	.5
H.S. Quiz Bowl	2
S.A.D.D.	2
Mentor Teacher	2
Odyssey of Mind Head	.5
Athletic Director-Boys	13.5 + 1 release period
Athletic Director-Girls	13.5 + 1 release period
Game Manager	12

The Bachelor's Degree teacher salary schedule shall be used for the index system.

The number of years as a coach or director of a particular activity shall determine the position on the index system for three (3) years of experience up to a maximum of the eight (8) step.

Each person who holds an extra-curricular position shall be provided with a job description by the Administration, and a written agreement stating the amount or pay and the duration of the statement.

When a person holding a position on the extra-curricular schedule is to be terminated from that assignment, he/she shall be notified within ninety (90) days after the end of such assignment that he/she will not be retained and the specific reasons therefore. Such person may request and receive an interview with the director of extra-curricular activities in order to discuss the matter. The person agrees to assume the position the following year unless notification is received in the principal's office within ninety (90) days after completion of the assignment.

## APPENDIX III

### COMPENSATORY TIME -- CLASS SUPERVISION

A. The supervision of a class during the teacher's preparation period will enable the teacher to receive one (1) class period credit towards an hour of compensatory leave time. For each day a teacher is in charge when an administrator is absent he/she will receive one (1) hour of compensatory leave time. The compensatory leave time may be accumulated from year to year, and shall be paid at the rate and condition of ARTICLE V, SECTION A. One compensatory leave day will be the equivalent of seven (7) class periods of supervision. A request for compensatory time shall be filed with the principal at least 48 hours in advance of the use of compensatory time. Exceptions to this will be for emergencies.

B. CERTIFIED PERSONNEL WORKING BEYOND 186 (1997-1998), 187 (1998-1999), 188 (1999-2000) CONTRACTUAL DAYS. Certified employees who are formally requested in writing by the administration to work beyond the 186 contractual days shall be paid 1/7 of their current per diem wage for each hour worked. The contractual year is defined as September 1 through August 31 as stipulated in the DURATION OF AGREEMENT. The exception to the contractual year would be responsibilities that pertain to the succeeding school year and occur after July 1. In such cases, certified personnel will be paid at the new contractual rate. Certified personnel may elect, as an option, compensatory time subject to the conditions of Section A of this article.

It is understood that Section B of this article does not include unfinished responsibilities remaining at the conclusion of the 186 contractual days.

## APPENDIX IV

### INSURANCE BENEFITS

The Board agrees to provide to full-time teachers the premium toward the purchase of MESSA-PAK Onekama Plan A insurance plan effective September 1, 1997 thru August 31, 2000.

Teachers employed less than 50% are not eligible for benefits.

Teachers employed 50% or more of the time are entitled to pro-rated benefits.

Employees not desiring health insurance shall receive MESSA-PAK Onekama Plan B. When two members of a family are employed, one member will receive this option.

The MESSA-PAK Onekama Plan A shall consist of and limited to the following during the period noted above.

Health Insurance	Super Care 2
Long Term Disability	The qualifying period shall be sixty (60) calendar days modified fill. The monthly benefits shall be sixty six and two thirds (66 2/3) percent of monthly salary, payable up to a maximum of five thousand (5,000) per month. The benefits are payable up to age seventy (70). Riders are limited to Social Security Freeze, alcoholism, drug addiction and mental/nervous same as any other illness, and cost of living allowance.
Delta Dental Plan	100/90/90 with a \$1,500 maximum orthodontic rider.
Negotiated Life	\$15,000 Ad & D employee only
Vision	MESSA/VSP 3

The MESSA-PAK Onekama Plan B shall consist of and limited to the following during the period noted above:

Long Term Disability	Same as Plan A
Delta Dental Plan	Same as Plan A
Negotiated Life	\$25,000 AD & D employee only
Vision	Same as Plan A

It is clearly understood that the employee shall be the policy holder, and as such, shall have the authority to designate the beneficiary. It is further understood that the above coverage shall be provided in accordance with the rules and conditions of the carrier.

## **APPENDIX V**

### **DISABILITY**

In the event that a teacher is disabled through an injury or illness, all fringe benefits shall continue for the duration of the school fiscal year, even though leave days have been exhausted.

## **APPENDIX VI**

### **NONCONTRIBUTORY TEACHER RETIREMENT PLAN**

The Board of Education shall adopt the Noncontributory Retirement Plan, for the Teachers, as provided in Act 244 of the Public Acts of 1974 of the State of Michigan.



## APPENDIX VII

### EARLY RETIREMENT INCENTIVE

#### PLAN A

1. To be eligible for the early retirement incentive a teacher must satisfy all of the following requirements:
  - A. The teacher must be on the step 11 of the appropriate salary schedule as set forth in the salary Schedules of the Master Agreement.
  - B. The teacher must be employed with the school district on the last work day prior to his/her retirement.
  - C. The teacher must submit a written resignation to the Superintendent not later than April 1 preceding retirement unless approval for later application is given.
  - D. Retirement may only be exercised at the end of the second semester of the school year.
  - E. The teacher must be eligible, make application and be accepted to receive retirement benefits from the Michigan Public School Employees Retirement System (MPERS). Upon request, the retiring teacher shall furnish verification to the school district that he/she will receive MPERS benefits immediately following his/her retirement.
  
2. A teacher who satisfies the requirements for the early retirement incentive shall be eligible for the following benefits:
  - A. .Payments of \$300.00 per month for 60 months (5 years) beginning with the first pay period in July following the teacher's retirement.
  - B. The Board of Education reserves the option of making a lump sum payment of the balance due the teacher.
  - C. A less than full time teacher will be prorated for full dollar amounts in relation his/her employment time.
  - D. In the event the teachers dies during the period he/she is receiving benefits under this APPENDIX the Board shall continue payment of the above severance to the deceased teacher's estate. Such payment shall continue for the same amount of time as it would had the teacher lived throughout the period.
  - E. Once a teacher is on this early retirement incentive plan, the benefit may not be withdrawn because of a subsequent negotiation of the Master Agreement.

PLAN B

To be eligible for Plan B of the Early Retirement Incentive, a teacher must have served a minimum of 25 years in education, the last 5 or more in the Onkama School System, and be within 5 years of the minimum 30 years to retire to receive full benefits from the Michigan Public School Employees Retirement System.

5 years to reach 30	The board shall purchase 5 years of retirement credit from MPSERS
4 years to reach 30	The board shall purchase 4 years of retirement credit from MPSERS
3 years to reach 30	The board shall purchase 3 years of retirement credit from MPSERS
2 years to reach 30	The board shall purchase 2 years of retirement credit from MPSERS
1 year to reach 30	The board shall purchase 1 year of retirement credit from MPSERS

## APPENDIX VIII

Teacher \_\_\_\_\_

Date issued to Teacher \_\_\_\_\_

### INTERIM REPORT

- No serious concerns noted at this time.
- Conference requested.

Areas of improvement or concern noted at this time are indicated below. The absence of a mark for a topic indicates that no continuing or new concern is being noted. **NOTICE!!** (\*=Improvement noted, #=Concern noted).

#### I. INSTRUCTIONAL SKILLS

- Promotes achievement
- Promotes personal growth of students
- Uses quality processes
- Implements curriculum
- Is knowledgeable in area of responsibility

#### II. CLASSROOM MANAGEMENT

- Manages student behavior fairly and effectively
- Prepares and organizes effectively

#### III. PERSONAL AND PROFESSIONAL CHARACTERISTICS

- Observes professional ethics
- Follows established procedures

#### IV. RELATIONSHIPS WITH OTHERS

- Contributes to school and departmental activities
- Communicates effectively with others

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Teacher's Signature Date

\_\_\_\_\_  
Administrator's Signature Date

## APPENDIX IX

### COACH'S EVALUATION REPORT

Coach's name	Building Assignment	Coaching Assignment			
		NOT OBSERVED	SATISFACTORY	NEEDS IMPROVEMENT	UNSATISFACTORY
<b>I. Professional Relations</b>					
A.	Cooperation with administration and athletic director regarding submission of physical forms, eligibility list, program information, equipment inventory and needs, athletic awards, injury reports, etc.				
B.	Leadership and direction of assistants				
C.	Rapport with other coaching staff members				
D.	Appropriate dress at practice and games				
E.	Participation in professional clinics				
F.	Public relations-media, parents, community groups				
G.	Participants concerns-grades, personal problems, scholarships, state recognition, etc.				
H.	Game conduct toward participants & officials				
<b>II. Coaching Performance</b>					
A.	Respect-sets examples				
B.	Physical condition of participants, care of injuries				
C.	Team management-road trips, training rules, etc.				
D.	Supervision of training & locker room				
E.	Care and maintenance of equipment, proper storage				
F.	Game strategy				
G.	Innovativeness & knowledge of sport				

Comments & Suggestions:

\_\_\_\_\_  
Coach's signature

\_\_\_\_\_  
Administrative signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## APPENDIX X

### TEACHER EVALUATION SHEET ONEKAMA CONSOLIDATED SCHOOLS

Teacher: \_\_\_\_\_  
 Assignment: \_\_\_\_\_  
 Status: Probationary \_\_\_\_\_ Tenure \_\_\_\_\_  
 Date of Observation: \_\_\_\_\_  
 Date of Evaluation: \_\_\_\_\_

Purpose: The purpose of teacher evaluation is a cooperative effort on the part of the teacher and evaluator(s) to improve the quality of teaching through a written evaluative process that (1) encourages professional growth and improved performance (2) identifies areas of weakness and provides specific plans for teacher improvement (3) recognizes strengths (4) provides a fair and just means for retaining or terminating the services of personnel.

#### I. Instructional Skills

1. Shows knowledge of subject taught.
2. Clear concise instructions were given.
3. Challenging material at appropriate levels provided.
4. Uses effective teaching techniques and materials.
5. Meets individual needs and abilities.
6. Exhibits consistent and careful evaluation of student work.
7. Shows systematic planning and organization.
8. Encourages good work habits in students.

SATISFACTORY (Meets or Exceeds Standards)	UNSATISFACTORY (Does not meet Standards)	NOT OBSERVED (Not evaluated at this time)

Comments:

#### II. Classroom Management

1. Maintains class control.
2. Provides atmosphere conducive to learning.
3. Maintains an attractive and stimulating classroom.
4. Encourages good housekeeping practice.
5. Exercises care for the safety and health of pupils.
6. Follows prescribed procedure for handling disciplinary problems.
7. Maintains efficient, accurate lesson plans.
8. Supervises classroom when students are present.
9. Maintains an appropriate grading procedure.


Comments:

III. Personal and Professional Characteristics

1. Is careful of appearance and grooming.
2. Is punctual and dependable.
3. Shows interest and enthusiasm about work.
4. Is able to accept helpful suggestions.
5. Does reports promptly and completely.
6. Conforms with authorized policies.
7. Accepts assigned responsibilities.
8. Endeavors to improve his/her own teaching performance.

SATISFACTORY (Meets or Exceeds Standards)	UNSATISFACTORY (Does not meet standards)	NOT OBSERVED (Not evaluated at this time)

Comments:

IV. Relationships with Others

1. Maintains student rapport.
2. Works effectively with others on the staff.
3. Communicates with parents in a courteous and helpful manner.
4. Carries his/her share of school responsibilities willingly.


Comments:

V. Overall Performance: \_\_\_\_\_ Satisfactory \_\_\_\_\_ Unsatisfactory

PRINCIPAL'S SUMMARY COMMENTS:



Status Recommended by Principal:

- Continuing on probation
- Recommended for Tenure
- Continuing on Tenure
- Not recommended for a contract for the \_\_\_\_\_ school year

Principal's Signature:

\_\_\_\_\_ Date

Teacher's Signature: \*

\_\_\_\_\_ Date

\*This signature indicates that the Principal and teacher did discuss this evaluation; however, this does not necessarily mean that the teacher agrees with the evaluation.

Teacher's comments: (optional):

## APPENDIX XI

### LIBRARIAN EVALUATION SHEET ONEKAMA CONSOLIDATED SCHOOLS

Librarian: \_\_\_\_\_  
 Assignment: \_\_\_\_\_  
 Status: Probationary \_\_\_\_\_ Tenure \_\_\_\_\_  
 Date of Observation: \_\_\_\_\_  
 Date of Evaluation: \_\_\_\_\_

Purpose: The purpose of librarian evaluation is a cooperative effort on the part of the librarian and evaluator(s) to improve the quality of librarianship through a written evaluative process that (1) encourages professional growth and improved performance (2) identifies areas of weakness and provides specific plans for librarian improvement (3) recognizes strengths (4) provides a fair and just means for retaining or terminating the services of personnel.

#### I. Management & Administration of the Library Media Center

1. Recognize the critical role of information retrieval in the future of education.
2. Establishes, manages, and maintains an environment in which students and staff can work at productive levels.
3. Demonstrates competency in selection, acquisition, circulation and maintenance of materials and equipment.
4. Prepares statistical records and reports needed to administer the library media center.
5. Trains and supervises library media center personnel to perform library media center duties efficiently.
6. Administers budgets according to needs and objectives of the library media center within.
7. Evaluates the library media center programs, services, facilities, and materials to insure optimum use.
8. Uses time effectively, efficiently and professionally.

SATISFACTORY (Meets or Exceeds Standards)	UNSATISFACTORY (Does not meet Standards)	NOT OBSERVED (Not evaluated at this time)

Comments:

II. Instructional Process

1. Exercises a leadership role and serves as a catalyst in the instructional program.
2. Plans and implements the library media center program of library media skills.
3. Promotes the development of reading skills and reading appreciation.
4. Supports classroom teachers in their instructional units.
5. Provides resources for professional growth of faculty and staff.

SATISFACTORY (Meets or Exceeds Standards)	UNSATISFACTORY (Does not meet Standards)	NOT OBSERVED (Not evaluated at this time)

Comments:

III. Professional Responsibilities

1. Participates in professional growth activities.
2. Follows the policies and procedures of the school district.
3. Demonstrates a sense of professional responsibility.
4. Demonstrates positive interpersonal relationships with students, educational staff, parents/patrons.


Comments:

IV. Personal Characteristics

1. Appearance and grooming.
2. Punctuality and dependability.
3. Shows interest and enthusiasm about work.
4. Ability to accept helpful suggestions.
5. Does reports promptly and completely.
6. Accepts assigned responsibilities.
7. Strives to improve his/her performance as librarian and media specialist.


Comments:

V. Overall Performance: \_\_\_\_\_ Satisfactory \_\_\_\_\_ Unsatisfactory

PRINCIPAL'S SUMMARY COMMENTS:

Status Recommended by Principal:

\_\_\_\_\_ Continuing on probation

\_\_\_\_\_ Recommended for Tenure

\_\_\_\_\_ Continuing on Tenure

\_\_\_\_\_ Not recommended for a  
contract for the \_\_\_\_\_ school year

Principal's Signature:

\_\_\_\_\_ Date

Librarian's Signature: \*

\_\_\_\_\_ Date

\*This signature indicates that the Principal and librarian did discuss this evaluation; however, this does not necessarily mean that the librarian agrees with the evaluation.

Librarian's comments: (optional):

## APPENDIX XII

### GUIDANCE COUNSELOR EVALUATION SHEET ONEKAMA CONSOLIDATED SCHOOLS

Guidance Counselor: \_\_\_\_\_  
 Assignment: \_\_\_\_\_  
 Status: Probationary \_\_\_\_\_ Tenure \_\_\_\_\_  
 Date of Observation: \_\_\_\_\_  
 Date of Evaluation: \_\_\_\_\_

Purpose: The purpose of guidance counselor evaluation is a cooperative effort on the part of the guidance counselor and evaluator(s) to improve the quality of counselling through a written evaluative process that (1) encourages professional growth and improved performance (2) identifies areas of weakness and provides specific plans for guidance counselor improvement (3) recognizes strengths (4) provides a fair and just means for retaining or terminating the services of personnel.

#### I. Professional Characteristics

1. Dissemination of test scores and other related information.
2. Dissemination of college information.
3. Dissemination of career and job information.
4. Scheduling of classes.
5. Conducting of parent-teacher conferences.
6. Follow-up on students.
7. Dissemination of student health information.
8. Cumulative records.
9. Use of referral agencies.
10. Relating with teachers.
11. Relating with students.
12. Using time appropriately.
13. Keeping confidences.
14. Meets with students.

SATISFACTORY Meets or Exceeds Standards)	UNSATISFACTORY (Does not meet Standards)	NOT OBSERVED (Not evaluated at this time)

Comments:

#### II. Personal Characteristics

1. Appearance and grooming.
2. Punctuality and dependability.
3. Shows interest and enthusiasm about work.
4. Ability to accept helpful suggestions.
5. Does reports promptly and completely.
6. Conforms with authorized policies.
7. Accepts assigned responsibilities.
8. Endeavors to improve his/her counseling performance.


Comments:

V. Overall Performance: \_\_\_\_\_ Satisfactory \_\_\_\_\_ Unsatisfactory

PRINCIPAL'S SUMMARY COMMENTS:

Status Recommended by Principal:

- \_\_\_\_\_ Continuing on probation
- \_\_\_\_\_ Recommended for Tenure
- \_\_\_\_\_ Continuing on Tenure
- \_\_\_\_\_ Not recommended for a contract for the \_\_\_\_\_ school year

Principal's Signature:

\_\_\_\_\_ Date

Guidance Counselor's Signature: \*

\_\_\_\_\_ Date

\*This signature indicates that the Principal and guidance counselor did discuss this evaluation; however, this does not necessarily mean that the guidance counselor agrees with the evaluation.

Guidance Counselor's comments: (optional):

\_\_\_\_\_

# Onekama Consolidated Schools

## 1997-98 SCHOOL CALENDAR

September 10, 11, & 12	Wednesday-Friday	Teacher In service
September 15	Monday	First Student Day-Full Day
November 14	Friday	End of First Card Marking Period
November 25	Tuesday	Parent/Teacher Conferences 6:00-9:00 P.M.
November 26	Wednesday	No School Parent/Teacher Conferences 8:00-11:45 A.M.
November 27 & 28	Thursday/Friday	Thanksgiving Vacation-No School
December 23	Tuesday	Last Day Before Christmas Vacation
January 5	Monday	School Resumes
February 5 & 6	Thursday/Friday	2 P.M. Dismissal-Mid Term Exams
February 6	Friday	End of Second Card Marking Period
April 6-10	Monday - Friday	Spring Vacation-No School
April 17	Friday	End of Third Card Marking Period
April 23	Thursday	Parent/Teacher Conferences 6:00-9:00 P.M.
May 25	Monday	Memorial Day-No School
June 12	Friday	Graduation
June 18	Thursday	2 P.M. Dismissal-Final Exams End of Fourth Card Marking Period End of Second Semester Last Day for Students
June 19	Friday	Last Day for Teachers
182 Student Days	186 Teacher Days	

Whenever a school day is not counted as a day of instruction, said days will be rescheduled in the following manner: June 19 and thereafter as required.

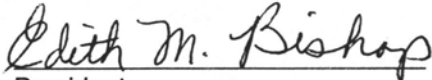




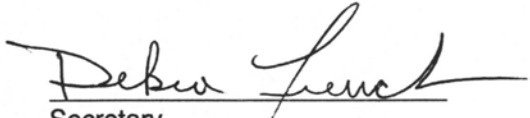
WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representative:


ONEKAMA EDUCATION ASSOCIATION  
SCHOOLS

BOARD OF EDUCATION OF THE  
ONEKAMA CONSOLIDATED

  
President

  
President

  
Secretary

  
Secretary

Dated this 11 day of August, 1997

**DURATION OF AGREEMENT:**

This Agreement shall be effective as of September 1, 1997 and shall continue in effect until the 31st day of August 2000. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated unless a written extension signed by both parties is attached thereto.



