## 1997-98 MASTER AGREEMENT

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between the

#### ONTONAGON AREA SCHOOL DISTRICT BOARD OF EDUCATION

and

ONTONAGON TEACHER'S EDUCATION ASSOCIATION (an affiliate of the Western Upper Peninsula Education Association and of the Michigan Education Association)

Effective July 1, 1997

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#### AGREEMENT BETWEEN THE ONTONAGON AREA SCHOOL DISTRICT AND THE ONTONAGON TEACHERS' EDUCATION ASSOCIATION

This Agreement effective the 1st day of July, 1997 by and between the Ontonagon Area School District Board of Education of Ontonagon, Michigan, and the Ontonagon Teachers' Education Association of Ontonagon, Michigan, hereinafter called the "Association".

#### WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of the Ontonagon Area School District is their mutual aim, and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

WHEREAS the Board has a statutory obligation, pursuant to Michigan law, to bargain with the Association as the representative of its certified 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 reduce to writing.

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

#### ARTICLE 1 Recognition

A. The Board hereby recognizes the Ontonagon Teachers' Education Association an affiliate of Western Upper Peninsula Education Association and of the Michigan Education Association, as the exclusive bargaining representative, as defined by Michigan law, for all certified teachers presently employed or to be employed by the Board.

B. "Teacher" for the purpose of the contract is defined as a person employed by the Board on a full year contract who regularly teaches school or is a counselor or librarian for at least 50% of his or her working hours.

C. The Board agrees not to negotiate with any individual employee or organization other than the Association for the duration of this agreement, except with the agreement of the Association.

D. Within thirty days of the beginning of their employment hereunder, teachers will sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the local Association, the Michigan Education Association and the National Education Association and upon such conditions as the Association shall establish. Such sum shall be deducted as dues from the regular salaries of all teachers as provided below.

Ten (10) consecutive payments beginning with the second pay period in September. Dues shall be remitted to the local Association treasurer within ten (10) work days.

Non-members of the Association will be required to pay a representation fee equal to the State, Local and National fees.

E. In the event the Board, acting on the request of the Association, discharges or attempts to discharge any employee at the Association's request, the Association shall indemnify the Board, the Administration, and individual Board members against any and all claims, demands, suits, expenses, or other forms of liability of whatsoever kind or nature that shall arise out of action taken by the Board for the purpose of complying with the provisions of this Agreement.

F. Nothing contained herein shall be construed to deny or restrict to any teacher nor to the Board rights under the Michigan General School Laws. The rights granted to teachers and to the Board shall be deemed to be in addition thereto, and anything in this agreement in conflict therewith shall be void.

G. The parties hereto agree that particularly grievance procedures and posting procedures of this contract shall apply to members of the bargaining unit while employed by the Community School Program, which shall be considered an extracurricular program for purposes of this contract. Non-certified personnel and certified personnel from other districts utilized in the Community School Program shall not be covered by this Agreement.

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#### ARTICLE 2

#### Management Rights

A. The Board on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by law and the Constitution of the State of Michigan, and of the United States.

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 the specific and expressed terms of this Agreement and then only to the extent such specific and expressed terms hereof are in conformance with provisions of P.A. 379 of 1965, the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

C. Nothing contained herein shall be considered to deny or restrict the Board if its rights, responsibilities and authority under the Michigan General School Laws or any other Ontonagon, Ontonagon District or local laws or regulations as they pertain to the Employer.

#### ARTICLE 3 Teacher Rights

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher under full year contract with the Board, shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations. A duly elected body exercising governmental power under the law of the State of Michigan, the Board undertakes and agrees that it will not discharge 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.

B. With administrative approval, the Association and its members shall have the right to use school building facilities at all reasonable hours for Association business under the same conditions that other organizations are so authorized and subject to the same rules and regulations governing such use as are now or hereafter promulgated by the Board except that no usage fee(s) shall be levied upon the Association for such use, except that the Association shall reimburse the Board only if custodial costs are incurred as a result of such use. Any such requests shall not be arbitrarily denied.

C. No bargaining unit member shall be disciplined without just cause. Disciplinary action may include warnings, reprimands, suspensions, docking of pay, demotion and discharge. Disciplinary action shall be progressive in nature. Discipline will be appropriate to the seriousness of the offense.

D. The just cause standard shall not apply to Appendix B positions (extracurriculars), but there shall be a reasonable basis for failure to reappoint such an employee.

#### ARTICLE 4 Professional Compensation

A. The salaries of teachers covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement.

B. The parties agree that the Board shall honor individual requests by teachers to participate in tax sheltered annuity plans upon the teacher filing with the Board the "Salary Reduction Agreement" as required to give affect to any such plan. The Board reserves the right to designate one insurance company to receive and disburse to the various companies designated by the individual teachers all sums to be applied to such annuity plans, but the selection of the company whose plan the teacher elects to participate in shall be at the sole option of the teacher.

C. The parties further agree that the Board shall honor individual requests made at the start of the school year by teachers to deduct a predetermined sum from the teacher's paychecks for deposit in the credit union to which the employees of the Ontonagon Area School District own shares. Additional changes may be made with the consent of the Administration.

D. Those teachers who, in their professional opinion, deem it advisable to attend National, State or Regional meetings related to their teaching assignment, or such inservice workshops or institutes as may be of ultimate benefit to their students may attend such meetings with the permission of the Administration and actual expenses will be paid by the Board. Mileage for such meetings shall be paid for actual distances traveled, and whenever possible, a school automobile may be provided in lieu of paying mileage with the Board covering the expenses of operation of said automobile. Criteria to be used in making a decision as to who may attend professional conferences and meetings shall include, but not be limited to, the needs of the District, areas of specialization of the teacher, cost, the validity of the program and the number of conferences or seminars attended of the program and opposed to other applicants for other programs. If a request for attendance at such conferences at Board expense is rejected, the reason for such rejection shall be in writing, and such rejection shall not be subject to review under the grievance procedure. However, if a teacher requests permission to attend a conference, at his or her own expense, and the Administration grants such permission in writing and specifies that such shall be at the teacher's own expense, the Board need not pay such expenses.

E. Outside experience shall count the same as experience in the system for the first six (6) years; all years experience outside the system over six (6) shall be counted as one-half (1/2) credit.

#### ARTICLE 5 Teaching Hours: Faculty Meetings

A. The student day for elementary students shall be from 8:25 a.m. to 3:05 p.m. The student day for the high school shall be from 8:20 a.m. to 3:20 p.m. The teacher day for elementary teachers shall be from 8:15 a.m. to 3:05 p.m. The teacher day in grades 7-12 shall be from 8:15 a.m. to 3:20 p.m. However, teachers shall remain after their scheduled day if students need assistance and/or in emergencies.

Teachers shall be excepted to remain in class at all times students are present except in situations of special need when another employee is available to oversee the classroom or in case of an emergency.

- B. Teacher time shall be assigned as follows:
  - 1. Classroom/study hall time at the high school will be 1,560 minutes per week. For the second semester of 1997-98 only, class periods will be 53 minutes in length and passing time will be four (4) minutes. Effective for the 1998-99 school year, class periods will be 51 minutes in length and passing time will be four (4) minutes. Classroom time at the elementary school will be 1,530 minutes per week.
  - 2. Preparation time will be 250 minutes per week.
  - 3. Lunch time will be 30 minutes per day, duty free.
  - 4. The additional time shall consist of the time before the first morning classes begin and the time after students are dismissed. Such time will be used as the teacher sees fit for the purpose of individual work or for assisting students.

C. Teachers shall share the responsibility of maintaining student discipline and order in their respective building.

D. On the last school day of regularly scheduled classes in a given week, before each holiday, or before an evening parent-teacher conference, the faculty may leave the building at the conclusion of the students' school day.

E. Teachers shall be entitled to a duty-free, uninterrupted lunch period, except that noon hour duties will be assigned in the discretion of the building principal or head teacher on a rotating basis, with an equitable division among the staff. No assignment will be made unless volunteers are unavailable. Any teacher accepting or assigned to lunch period supervisory duties shall be permitted to leave school that day at the conclusion of the students' class day. If the teacher prefers, such time may be accumulated to no more than three (3) school days per semester which the teacher may take as additional personal leave days at a time approved by the building principal. The teacher shall have the option of applying the earned personal days to severance. Any such days are separate from and are in addition to unused sick leave. Personal days used for severance purposes are cumulative to a maximum of sixty (60) days. The days are payable upon termination of employment for any reason. The days are payable at a rate of fifty dollars (\$50) per day. In the event of the teacher's death, accumulated days will be paid to the designated beneficiary. Furthermore, teachers may use for preparation time those periods when their regular class is receiving instruction from the various teaching specialists, or out for recess.

F. The Administration may schedule general faculty meetings or departmental meetings two (2) afternoons monthly, when needed, to last no later than 4:05 p.m. for elementary faculty and 4:20 for high school faculty. In the event no meeting is needed, the Administration will advise the teachers as soon as possible of such cancellation. Except in emergencies, meetings will be announced at least twenty-four (24) hours in advance and will not be held on Fridays.

G. 1. One (1) day within the school year will be added for professional development. Attendance of teachers on this day will be voluntary. Those in attendance will be paid a stipend of one (1) day's pay at the BA base per diem. If needed, transportation will be arranged by the District for those attending.

For 1997-98, a day will be scheduled during the second semester with the program planned by the school principals and faculty. This day will be voluntary and no stipend will be paid.

2. The weekday prior to the start of the school year will be scheduled for professional development. Attendance will be mandatory for probationary teachers and voluntary for tenured teachers. No stipend will be paid.

#### ARTICLE 6 Teaching Load and Assignments

A. The North Central Association of Colleges and Secondary Schools which accredits our school has definite regulations governing both loads and assignments with which the Board will attempt to comply.

B. The normal weekly teaching load for grades 7-12 will be thirty-five (35) teaching periods including thirty (30) class instructional periods which may include study halls and/or class conference periods and five (5) unassigned preparation periods. Extra preparation beyond four may be assigned. The rate of compensation shall be \$300 per semester for each preparation over four (4), except in special areas such as music and physical education. Assignment to a supervised study period shall be considered a teaching period for purposes of this article. The number of minutes of pupil-teacher contact time shall be as specified in Article 5 of this Agreement.

C. If a teacher shall teach more than the normal teaching load as set forth in this Article, he/she shall receive additional compensation of his/her present hourly rate for teaching each period in excess of such norms. When a suitable substitute is not available for an absent teacher, the Principal shall attempt to locate a suitable substitute with the faculty member(s) who may then be on preparation periods. A reasonable attempt shall be made through this procedure to avoid referring students to study hall. Any teacher who accepts such assignment shall be paid at 1/7th of his or her daily salary for each such period. Teaching personnel undertake the responsibility to accept such assignment when requested unless compelling responsibilities in connection with required duties make such assignment impractical at that particular time.

An extra secondary assignment under this Provision in which the teacher must prepare lesson plans, teach and submit grades in said classes, shall be paid at 1/7th of his or her daily salary for each such period.

Elementary teachers shall receive one-seventh (1/7th) of his or her daily salary as compensation in the event of lost "specials", such sum to be paid in the following pay period, 1/7th for each lost special.

An employee may elect to earn additional personnel leave at the rate of 1/7th day per period of substitution in lieu of compensation. Said additional leave shall be capped at one (1) day per school year. In the event the employee does not earn sufficient credit for a full day by the end of the year, he/she shall be compensated as per paragraph one (1) or three (3) of this section. The Administration will be responsible for maintaining proper records and for paying teachers in a timely fashion.

D. No student teacher shall be used as a substitute teacher except in the capacity of his/her supervising teacher and only in the particular area in which he/she is student teaching.

E. After sixty (60) consecutive days in the same assignment, a substitute teacher shall be obligated to pay dues or representation fees under Article 1-D of this Agreement, but that substitute shall not be granted seniority unless later selected to fill an actual vacancy. The substitute, even after sixty (60) days, shall not be regarded as a regular teacher, unless a vacancy arises for which that teacher is hired. In the event that teacher is hired for such vacancy, his/her seniority shall date back to the date on which consecutive employment began.

It is further understood that frequent changes of substitutes is disruptive to the learning process of the pupils and will be avoided unless no other course of action is available.

A day-to-day substitute shall be defined as a teacher who fills in for regular teachers who are absent. Such assignments are short term and may vary in length and frequency.

A long-term substitute shall be defined as a teacher who fills a single assignment over consecutive days for a teacher who is absent or on leave for a specific length of time, and who, depending on the length of said assignment, may accrue rights in accordance with Michigan law.

F. Multi-level shall be defined as a K-6 combined classroom where two (2) separate grade levels are taught by the same teacher in the same classroom. K-6 multilevel teachers shall receive additional compensation of \$500 per year. Bi-level shall be defined as two (2) levels of the same subject and format being taught during the same instructional period. Teachers assigned 7-12 bilevel classes shall receive an additional \$100 per class per year or be prorated according to the length of the course (a two hour block class shall count as a single bilevel class).

Independent study shall be defined as a program arranged to meet the academic needs of an individual student. Any such study shall be subject to the approval of both the teacher and building principal.

#### ARTICLE 7

#### **Teaching Conditions**

A. The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher and Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school should be directed at insuring that the energy of the teacher is primarily utilized to this end.

The Administration will, on request of any teacher, review the adequacy of textbooks used in classes taught by that teacher, and, if such review is unavailing, the Association shall have the right to take the matter directly to the Board. The Board agrees, within budgetary restraints, to consider textbook requests as a priority item.

Furthermore, teachers will be consulted and advised of budgeted allotments in his/her own classroom upon individual request.

B. The Board agrees to engage such teacher's aides and/or clerk-typists responsible to the Administration, as may be needed. However, the first duty of a teacher aide and/or clerk-typist is to relieve teachers of cafeteria, patrol, bus, inventorying, typing, duplicating, collection of moneys, and similar non-professional responsibilities.

C. The Board will provide the Union with one (1) copy of the Master Agreement for each new hire.

D. Teachers and the Administration shall cooperate with each other in the supervision of students. Both parties recognize that the responsibility exists to maintain discipline any time a situation arises on school premises which requires immediate action.

#### ARTICLE 8

#### Class Size

A. Because the pupil-teacher ratio has been shown to be of prime importance in an effective educational program, the parties agree that class size must be lowered whenever possible. The Board and the Association agree that, except for study halls, band, chorus, vocational education classes, physical education classes, and elementary specials, every effort shall be made to meet the class size limit set forth below:

DI	ζ-	Κ	22 pupils	
1	-	3	24 pupils	
4	-	6	29 pupils	
7	-	12	32 pupils	

Staffing levels shall be determined by the district-wide count in effect as of the July reorganizational meeting.

B. In the event the class size limits as specified above are exceeded, overload shall be determined by computing the average daily enrollment. For elementary classes average daily enrollment shall utilize pupil counts between the fourth Friday in September and the last scheduled school day in April. For high school two (2) counts shall be taken: for the first semester, the average daily enrollment from the fourth Friday in September until the last day of the semester; and for the second semester, the average daily enrollment from the school day of April. The averages will be rounded to the nearest two (2) decimal places and prorated accordingly. Elementary teachers will be paid \$750 per pupil overload per year, and high school teachers will be paid \$125 per pupil overload per year. One-half (1/2) day programs shall be prorated accordingly. Further, in the event a teacher's scheduled pupil count in grades 7-12 exceeds 150 at the end of the first marking period of a semester, a supplement of \$15 per student will be paid to the teacher at the end of the semester.

C. Overloads shall not exceed a maximum of three (3) students. The total K-3 class size average shall not exceed twenty-five (25) students, including overloads. No teacher in grades 7-12 shall have more than three (3) sections overload.

D. When a given overload involves an odd number of students and more than one (1) class is scheduled concurrently, the most senior bargaining unit member shall have the option of whether or not to accept the additional student.

E. In the event handicapped students are required to be in regular classrooms through the inclusive education concepts and/or laws, the parties to this agreement agree to negotiate a weighted factor for said student with regard to the class size limits specified above.

F. In the event an individual teacher believes his/her class size should be weighted and given special consideration, said teacher may at his/her option draft a written proposal for relief. The proposal shall be submitted to a committee consisting of two (2) representatives of the Association and two (2) designated representatives of the Board. The committee shall meet with the teacher and review the proposal. Within ten (10) workdays of the meeting, the committee shall submit a written recommendation to the Board of Education. The full Board shall review the recommendation and shall be fully responsible for determining whether or not the recommendation will be implemented.

#### ARTICLE 9 Vacancies and Promotions

A. Whenever any new position, full or part-time, or vacancy in any bargaining unit position in the District shall occur, the Board shall publicize the same by giving written notice of such new position or vacancy to the Association and providing for appropriate posting in every school building. No new position or vacancy shall be filled, except in case of emergency on a temporary basis, until such new position or vacancy shall have been posted for at least fifteen (15) days. Summer postings will be handled as follows:

- 1. Copies of all postings will be included with checks for those teachers on 26 pays.
- 2. Copies of all postings will be available at the superintendent's office for others.
- 3. Copies of all postings will be mailed to others if provided with selfaddressed, stamped envelopes.
- 4. The Board will not be responsible for teachers not receiving information concerning job postings if said teachers have not complied with this section.

Administrative vacancies shall be posted in each building.

B. Any qualified teacher may apply for such new position or vacancy. In filling such a position, the Board agrees to give due weight to the professional background of all applicants, the length of time each has been in the school system of the District, and other relevant factors.

C. Vacancies in positions covered or to be covered by Appendix B shall be subject to the posting provisions of Article 9 and shall be compensated in accordance with Appendix B. In the event that no qualified Association members apply for such positions, non-association members may be hired. Non-association members shall not be covered by this Agreement. No teacher may be regarded as receiving tenure in any extracurricular activity.

D. Vacancies which arise during the school year shall be considered temporary vacancies to be filled on an interim basis. Temporary vacancies occurring during the first sixty-one (61) days of the school year, shall be filled on an interim basis until the end of the first semester at which time a regular vacancy will exist. Temporary vacancies occurring after the sixty-first (61st) day of the school year shall be filled on an interim basis until the end of the school year at which time a regular vacancy will exist.

For the purposes of this section, school year shall be defined as the one hundred eighty (180) days of student instruction.

A teacher filling a temporary vacancy shall not accrue seniority. If the teacher is hired to fill a permanent vacancy at the beginning of the next semester, said teacher's seniority shall date back to the first work day he/she was hired for the temporary vacancy.

#### ARTICLE 10 Transfers

A. Since the frequent transfers of teachers from one school to another is disruptive of the educational process and interferes with optimum teacher performance, the parties agree that unrequested transfers of teachers are to be avoided. If there should be need for said transfer, it shall be based upon the transfer of the teacher with the least seniority in that specific area of instruction.

If a transfer is necessary, the most senior teachers shall be retained, and the teacher with the least amount of seniority shall be transferred. The transfer decision shall be based upon certification and competency.

B. A bargaining unit member who transfers to a non-bargaining unit position shall be subject to the following:

- 1. The vacancy created by the transfer shall be posted as a temporary one year position.
- 2. Bargaining unit members transferring to non-bargaining unit positions shall be given a one (1) year grace period to determine whether or not they wish to continue in said position.
- 3. Seniority shall not accumulate during this one (1) year period.
- 4. In the event the bargaining unit member elects not to continue in the nonbargaining unit position, he/she shall return to his/her previous assignment. In the event the previous assignment has been eliminated, he/she may exercise his/her seniority to fill a position occupied by a less senior teacher.
- 5. If the bargaining unit member elects to remain in the non-bargaining unit position after the first year, he/she shall lose all seniority rights and the right to return to a bargaining unit position.

#### ARTICLE 11 Paid Leave

At the beginning of each school semester, each teacher shall be granted six and A. one-half (6 1/2) days sick leave allowance to be used for absences caused by illness or physical disability of the teacher. The unused portion of such allowance shall accumulate from year to year to one hundred eighty (180) days. Unused sick leave at the time of retirement or death shall be paid at the rate of \$25.00 per day to the employee or in the event of the death of the teacher to the beneficiary as designated by the school provided life insurance policy. Such payment shall be limited to no more than one hundred sixty (160) days. Unused sick leave at the time of voluntary termination or termination due to reduction in staff shall be paid to those teachers who have four (4) years in the system provided that notice is given by the teacher on or before May 1 of the year of termination. Pink-slipped teachers shall be exempted from the May 1 notification requirement. Any such teacher who is not recalled shall, upon request, receive their termination pay on the first payday in September. No such payment shall be made if the teacher resigns by request of the Administration or is discharged for cause. Sick leave may be denied for any day on which advance notice of illness is not given to the Administration at least one hour prior to the time the teacher is to report for work, unless good cause is shown for such failure of notification. The Administration may require a doctor's certificate whenever abuse of sick leave is reasonably suspected. If a teacher is hospitalized, the Administration may require certification from a doctor that the teacher is physically fit to return to work following an illness.

B. Sick leave, emergency leave and personal leave shall be credited to any teacher beginning employment after the start of the school year proportionate with the time remaining in the semester during which the teacher is employed.

C. Of the thirteen (13) days annual accumulation provided for hereinabove, two (2) days shall be deducted from each teacher and placed in a sick leave bank to be administered by a committee as such Sick Leave Bank Committee deems appropriate. The decision of said Committee in any matter shall be final, and not subject to grievance procedures. The Committee shall be comprised of three teachers appointed by the Ontonagon Teachers Education Association, one of whom shall represent elementary teachers, one representing Junior High teachers, and one representing High School teachers. Two members shall be appointed by the Board, one of whom shall be an administrator and the other a Board member.

D. All teachers regularly employed by the Ontonagon Area School District shall be granted two (2) days personal leave and three (3) days emergency leave per year. These five (5) days will be included within the regular thirteen (13) days of annual sick leave but will be reserved exclusively for emergency or personal leave days. Emergency leave days shall not be cumulative. Personal leave days may accumulate from year to year to a maximum of four (4) days. No more than two (2) days may be used during any given week. Emergency days may be used for emergency or for illness in the immediate family. Unused days not accumulated as personal days shall be added to cumulative sick leave.

Personal leave days shall be taken only with twenty-four (24) hours advance notice to the Administration and only with the approval of the Superintendent or the Principal. Such approval shall not be withheld except for administration problems. Emergency leave shall be taken as needed, but when possible, advance notice shall be given to the Administration. For teachers who take personal leave days without approval of the Administration one time and for one day only, no penalty shall be imposed other than deduction of one day's wage from his or her salary. In the event all current sick leave days are utilized, additional sick leave days shall be charged from accumulated sick leave without utilizing current emergency or personal leave days.

E. For death in the immediate family of a teacher or his/her spouse, absence is to be limited to no more that five (5) days in any one case. The immediate family shall be interpreted as grandmother, grandfather, father, mother, husband, wife, child, sister, brother, or other person physically or financially dependent within the meaning of the policies of the Internal Revenue Service on the immediate household residence or other person regularly residing in the immediate household.

F. "Teachers regularly employed" is construed as not including substitute teachers in any capacity.

G. At the beginning of every school year, the Association shall be credited with a total of three (3) days to be used by teachers who are officers or agents of the Association for business which is not related to negotiations. The Association may buy additional days at the teacher's regular salary, with the approval of the Administration.

H. Any teacher called for jury duty or subpoenaed to give testimony before a judicial or administrative tribunal shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation. This provision shall not apply in any judicial proceeding where the teacher is party to a case against the Board of Education.

J. If personal and emergency leave days for the year have been used, a teacher may, for bona fide reasons due to ill health of the teacher's parent, spouse, or child, in the discretion of the Administration, be granted additional days of leave chargeable as sick leave.

#### ARTICLE 12

#### Extended Leaves of Absence

A. One (1) year's leave of absence without pay will be granted for illness certified by a physician. Seniority shall not accrue and the teacher shall not receive experience credit on the salary schedule.

Any teacher who has tenure will be granted a year's leave of absence without pay for professional growth or to seek public office with the approval of the Administration, if the teacher requests it. Said teacher, upon returning from a sabbatical leave (professional growth leave) shall be restored to his/her former teaching position or to a position of like nature and status and shall be placed on the salary schedule as if he/she would have been if he/she had taught in the Ontonagon Area School District during such period. No more than two (2) of the teaching staff shall be placed on sabbatical leave for professional growth or to seek public office upon request during any one year. Any teacher seeking public office during this period will be restored to his/her former teaching position or a position or a position of like nature and status and shall be placed on the salary schedule and the seniority list in a place reflecting actual time teaching in the District.

B. The Administration may, upon written request of the teacher in advance, grant short term leaves of absence. Such absences shall be without pay. No leave for vacation purposes will be authorized during the school term.

C.1. Disability due to pregnancy shall be treated the same as any other disability. Sick leave shall be available at the teacher's option as long as current or accumulated days are available. Such leave shall not exceed one (1) year. The parties agree that the normal time of return from maternity leave shall be at the beginning of the next marking period, and that the Administration may delay the return to the beginning of the next semester if to do otherwise would disrupt the orderly progress of a class.

At the termination of such leave the teacher shall return to work or make application for a child care leave as provided for under FMLA in accordance with Section C.2. below.

The District may require a physician's statement certifying the teacher is able to return to work.

C.2. Notice of intent to return to work should be given according to Section C.1. above.

D. Any teacher of the Jewish faith may observe Yom Kippur, Hanukkah and Rosh Hashanah with time off without pay upon request to the Administration.

# A. The performance of all teachers shall be evaluated in writing. Evaluation shall be conducted in accordance with the requirements of the Teacher Tenure Act. The purpose of evaluation is to determine the extent to which a bargaining unit member is performing his/her professional duties.

B. Evaluation shall be conducted by a Building Principal or Assistant Principal or other Administrator assigned to this task and will address the employee's overall work performance.

C. An evaluation cycle shall be defined as: 1) Monitoring work site performance; 2) Classroom observation(s); 3) Post observation conference(s); 4) A written evaluation.

D. All observation or monitoring of the work performance of bargaining unit members shall be conducted openly and with full knowledge of the employee. A classroom observation is defined as a work station visit for at least thirty (30) minutes.

E. No later than ten (10) workdays after the initial classroom observation in an evaluation cycle, the evaluator shall prepare, present, and review the written evaluation with the bargaining unit member. The evaluation may be based on more than one (1) observation.

F. Should the evaluation demonstrate that an employee has any area(s) that need(s) improvement, the evaluator shall develop a plan of improvement which:

- 1. Identifies specifically the area(s) that need(s) improvement.
- 2. Provides the employee with specific, appropriate recommendations for improvement.
- 3. Develops a fair and workable timeline for such improvement. This timeline shall include follow-up visit(s) to evaluate the area(s) of concern.

The teacher shall sign the form to indicate the review conference was held. The signature shall not be interpreted to necessarily mean the employee agrees with the content of the evaluation. At the employee's option a response may be attached.

G. The evaluation instrument and individual development plan will be jointly developed by a representative of the Administration and a representative of the Association.

H. Each teacher shall have the right upon request to review the contents of his/her own personnel file, except the original placement file. A representative of the Association may be requested to accompany the teacher in such review. In the event that the teacher feels that material placed, or to be placed in his/her file is inappropriate or in error, he/she may receive adjustment through the grievance procedure.

An Association member's signature upon material in the file will be interpreted to mean that the teacher knows of its presence, but is not necessarily in agreement with the material. The teacher may or may not, upon exercise of personal option, attach a statement of agreement or disagreement of any adverse evaluation placed in his/her file.

13

I. Bargaining unit members shall be provided a copy of any non-confidential material (as determined by the courts and/or laws) placed in or to be placed in his/her file.

Each file shall contain a cover sheet to be signed and dated by any person reviewing the file.

Material placed in the personnel file, including evaluations, shall not be released to any person without written permission from the employee or valid court order, excepting that materials requested subject to Michigan's Freedom of Information Act may be released in accordance with the following.

1. The District shall notify the teacher(s) who is subject to the request and provide the teacher with a copy of the request.

#### ARTICLE 14 Protection of Teachers

A. Since the teacher's authority and effectiveness in the classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students nor to be charged with the responsibility for psychotherapy. Whenever it appears to the Administration that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Administration will contact the pupil's parents and/or appropriate agencies and inform them of the need for services.

B. Any case of assault upon a teacher or incident of vandalism or willful destruction to a teacher's property occurring on school property shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault. The Board's cost in any such case shall be limited to five hundred dollars (\$500).

C. Should the Administration receive any written, signed complaint from a parent or student which is deemed by the Board or Administration to be justifiable, the teacher will be informed of the complaint, and the teacher may, ask that a meeting be requested with the complainant. However, if a parent requests a meeting with a teacher concerning his or her child's progress or problems, the request should be granted and a meeting held at a time mutually agreeable to both parent and teacher. If the teacher desires to have another teacher and/or administrator participate in such conference, the teacher request shall be granted.

D. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of negligence or neglect of duty, for any damage or loss to person or property.

#### ARTICLE 15 Negotiation Procedures

# A. Matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this Agreement upon request by either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

B. At least ninety (90) days prior to the expiration of this Agreement, the parties will begin negotiations for a new Agreement covering wages, hours, terms and conditions of employment for teachers.

#### ARTICLE 16

#### Grievance Procedure

Grievance procedures shall provide for the fair disposition of disputes as to the violation or interpretation or application of this Agreement at the lowest level consistent with justice. Procedure for processing grievances shall be as follows:

A. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any rule, order, policy, or regulation of the Board may be processed as a grievance as hereinafter provided. Grievance procedures shall not be available to or utilized in relation to any teacher holding tenure when the issue involves dismissal procedures for unsatisfactory performance, jurisdiction over which is exercised by the State Teachers Tenure Commission, under the provisions of the Teachers Tenure Law.

In the event that a teacher believes there is a basis for a grievance, the teacher shall first discuss the alleged grievance with his/her building principal either personally or accompanied by his/her Association representative.

If, as a result of the informal discussion with the building principal, a grievance still exists, the teacher may invoke the formal grievance procedure through the association on a form provided by the Association representative in each building.

The grievance must be filed within fifteen (15) work days of the violation, misinterpretation or misapplication, or within fifteen (15) work days of the discovery thereof.

A copy of the grievance form shall be delivered to the principal or his/her secretary. If the grievance involves more than one school building, it may be filed with the superintendent a representative designated by the superintendent, or a business office secretary.

Step 1: Within five (5) work days of receipt of the grievance, the principal shall meet with the Association in an effort to resolve the grievance. The principal shall indicate his/her disposition of the grievance in writing within five (5) work days of such meeting and shall furnish a copy thereof to the Association.

Step 2: If the matter is not resolved at the Step 1, the Association shall within seven (7) work days from the decision of the principal, forward the grievance to the superintendent. Within five (5) work days of receipt of the grievance, the superintendent shall meet with the Association in an effort to resolve the grievance. The superintendent shall indicate his/her disposition of the grievance in writing within five (5) work days of such meeting and shall furnish a copy thereof to the Association.

Step 3: If the grievance is not resolved at the Step 2, the Association shall, within seven (7) work days from the decision by the superintendent, notify the superintendent that the Association requests a grievance hearing with a Board Committee. The notice shall be in writing. The Association and Administration representatives shall meet within seven (7) work days from the date of notice to the superintendent. At that meeting, the representatives shall attempt to resolve the matter.

Step 4: If the grievance is not resolved at Step 3, within fifteen (15) work days the Association shall notify the superintendent in writing that the grievance be submitted to arbitration. The arbitrator shall be selected in accordance with procedures established by the American Arbitration Association.

The time requirements may be waived or extended by written agreement of the parties.

The arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association. The arbitrator shall have no power to alter, add to, or subtract from the terms of this written agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. Fees and expenses of the arbitrator shall be shared equally between the parties.

\*During the summer break, <u>work</u> days shall mean Monday through Friday, excluding holidays.

### A. The parties to this Agreement mutually agree that the services performed by employees covered by this Agreement are essential to the welfare of the community.

B. The Association therefore agrees that there shall be no interruption of these services through means of a job action by the employees it represents during the school year. Nor shall employees absent themselves from work, or abstain in whole or in part from the full and proper performance of their duties, during the school year, except as is sanctioned or may be sanctioned by the laws of the State of Michigan.

#### <u>ARTICLE 18</u> <u>Qualifications and Assignments</u>

A. The Board shall not hire any teacher who does not possess the necessary certification for a given position. The Board shall have full authority to dismiss a teacher who has lost certification or who fails to obtain continuing certification by April 1 of the preceding school year before said certificate is necessary. Certification verification shall be given to the Association upon the Association request.

B. Since pupils are entitled to be taught by teachers who are working within their areas of competence, teachers shall not be assigned, except for good cause, outside the scope of their teaching certificates or their major or minor field of study, as recommended by the North Central Association.

C. All teachers shall be given written notice of their schedules for the forthcoming year no later than the 15th day of July, if at all possible. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly and consulted.

D. Any assignment in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties enumerated in Appendix B, and summer school courses, shall not be obligatory but shall be with the consent of the teacher. Preference in making such assignments will be given to teachers regularly employed in the District and to parties who have signed a letter of intent to teach the next year. The parties recognize that participation in extracurricular activities is part of the professional responsibility of a teacher, and the Ontonagon Teachers' Education Association recommends as a minimum standard that each teacher should be willing to accept at least one extracurricular assignment. These assignments will be made by July 15 when possible. In the event changes in such assignments are necessary, all teachers affected shall be notified promptly and consulted.

E. Any teacher assigned to extracurricular activities shall be entitled to notification in writing prior to any decision by the Board relieving him/her any such responsibility, which notice shall include the time and place of the meeting at which the matter will come before the Board. Such notification shall be given by notice personally delivered at least four (4) days prior to the meeting, if at all possible. If the teacher is not available for personal service then such notice shall be sent by mail. If he/she desires, he/she may attend that meeting with or without representation, and shall be permitted to meet with the Board in session closed to the public, if he/she so requests. Representation may be by counsel or by a representative of the Ontonagon Teacher's Education Association. Any decision reached by the Board shall be made in open meeting, as required by law.

#### ARTICLE 19

#### Use of Automobile

A. The payment of mileage shall be based upon the latest Federal IRS allowance for the use of personal cars for field trips or other business of the district.

B. The Board shall provide a policy of liability insurance covering non-school owned autos used on school business. Any teacher involved in an accident while on duly authorized school business shall notify the business office within seventy-two (72) hours of any such claim, which in turn will file an accident report with the school's insurance carrier. The teacher may notify any party involved with the accident that such additional coverage is available. This coverage is to be considered excess coverage and will be used when necessary. In any such occurrence wherein the employee is not negligent, the Board agrees to pay 100% of any deductible to a maximum of \$150.

#### ARTICLE 20 Reduction of Staff

In the event layoff becomes necessary, the Board shall prescribe to the following criteria:

A. In the event of the layoff of teachers, teachers shall be laid off in the reverse order of their consecutive years of experience in teaching within the District and within their area of competence and certification. Thus, a teacher who has taught within the District for three (3) consecutive years shall not be laid off before a teacher who has taught only two (2) consecutive years within the district when both possess similar certification.

B. In selecting a teacher for layoff a probationary teacher shall be released before a tenure teacher.

C. No teacher shall be laid off unless he/she has been notified of said layoff by April 1 of the school year. The teacher must be given written notification stating the reason for the layoff.

D. The Board shall assist any released teacher in an effort to secure other employment, and shall tender re-employment to any teacher released when a vacancy arises within his or her area of competence and certification. Mailing of notice of tender of re-employment to the last address on file with the School District shall constitute tender within the intent of this contract.

Following mailing of such tender of re-employment, Restricted Delivery, Return Receipt Requested, if the former teacher fails to accept such tender within the fifteen (15) day time limit provided for in posting of positions under the terms of this contract after receipt or after return if undeliverable, the former teacher shall be deemed to have rejected such tender of re-employment. It is the terminated teacher's responsibility to keep the Board advised of his or her current mailing address.

E. For purposes of reduction of staff and all other purposes where seniority is a factor, "seniority" shall relate solely to consecutive service with the School District without any break in service. Seniority shall be prorated for part-time teachers. Effective with the 1991-92 school year, teachers who are working as part-time administrators shall gain their seniority prorated based on their actual student contact time in a teaching capacity.

F. The Board will provide one (1) copy of the seniority list to the Association prior to October 1 of each year. The list will have the names and lengths of service of all certified professional employees of the district. The Board agrees to allow the OTEA to use the copier to make copies of the seniority list.

#### ARTICLE 21 Education Reimbursement

A. The board shall pay to any teacher for study beyond the Bachelor's Degree while in the employ of the Board, the lesser of one hundred fifty dollars (\$150) per credit hour or the actual cost of the credit, excluding the first eighteen (18) hours after the Bachelor's Degree provided such course of study is approved by the Administration.

B. If tuition and/or expenses for a course are paid fully or partially by an outside source, such amount shall be deducted from this section.

#### ARTICLE 22 Insurance

A. Effective July 1, 1991, the Board shall provide a fully paid MESSA insurance PAK for each teacher or family unit thereof. Teachers shall opt to enroll in either PAK A or PAK B as defined below:

#### <u>PAK A</u>

#### <u>PAK B</u>

Health: MESSA Super Care 1 Dental: Delta 100:75/75/75 - \$1300 Vision: VSP-3 Life: \$20,000 AD&D

Delta 100:80/80/80 - \$1500 VSP-3 Plus \$40,000 AD&D

The board shall be responsible for paying the deductible as follows: On the first payday in February, bargaining unit members who have elected two-person or family coverage shall receive a separate check in the amount of one hundred thirty dollars (\$130) before taxes to cover the cost of their deductible. Bargaining unit members who have elected single-person coverage shall receive a separate check in the amount of sixty-five dollars (\$65) before taxes to cover their deductible.

B. The Board shall adopt a Section 125 Cafeteria Plan in accordance with IRS requirements. The Board shall be responsible for administering the plan. The plan shall minimally include a benefit selection option to be filled out by all bargaining unit members on an annual basis.

For those bargaining unit members opting to participate, the District shall offer the option of receiving cash in lieu of benefits or of utilizing a salary reduction plan to maintain a tax-deferred status.

The cash value of the option in lieu of insurance shall be limited to or equal to the annual cost of PAK B.

#### ARTICLE 23 Early Retirement Incentive Plan

A. Full-time teachers must meet requirements for retirement as established by the Michigan Public School Retirement System.

B. Persons retiring due to medical disability qualifying them for retirement benefits from the Social Security Administration, the State Retirement Board, or any insurance company are not eligible for benefits under this plan.

C. With the exception of extenuating circumstances, notice shall be given by March 1 of the year of retirement.

D. A bargaining unit member who has acquired a minimum of ten (10) years of service in the Ontonagon Area Schools may, at his/her option, take early retirement. Bargaining unit members electing to retire in accordance with this article must retire during the first year they become eligible to retire through the Michigan Public School Employees Retirement System's Basic or MIP program. It shall be the bargaining unit member's responsibility to accurately notify the Board of his/her eligibility to retire. Qualifying individuals who do not opt for this incentive shall forfeit the right to early retirement under this article. Service credit purchased by the teacher shall not be used to determine eligibility but may be used at the teacher's option to retire at an earlier date.

The retirement incentive payment shall be made in the following manner: the sum of \$ 16,000 will be paid to qualifying persons retiring. Payment shall be made over a three (3) year period; year one \$ 6,000; year two \$ 5,000; year three \$ 5,000. Payment shall be in January each year.

E. In the event of death of a bargaining unit member between the date of retirement and the first pay period in January, all sums due in accordance with section D above shall be paid to the bargaining unit member's designated beneficiary.

F. Individual agreements related to the teacher's retirement date may be mutually arranged between the teacher and the Board.

G. A bargaining unit member who has been terminated for cause or who does not possess a valid teaching certificate, shall not be eligible for the incentive as provided for above.

#### ARTICLE 24 Calendar

A. 1997-98 calendar attached. (See Appendix D)

B. Up to two (2) days may be set aside each school year for conferences between teachers and parents, on a teacher request basis. Such conferences will be conducted and scheduled on a basis agreed to between the teachers and the Administration.

C. Act of God days shall be handled in accordance with whatever the State law or regulations permit. If the school district is required to make up instruction days, the parties shall meet within ten (10) days (request by Board) and mutually decide where to place these additional days on the calendar.

If no agreement is reached within the ten (10) days, the Board shall make the final decision.

#### ARTICLE 25 School Improvement - Site Based Decision Making

A. School Improvement Plans (SIP)

The provisions contained in this section shall apply to all School Improvement Plans (SIP) as provided in Public Act 197 of 1989, Section 15.1919 (919b) MSA.

B. In the event that any provision(s) of a SIP or application thereof violates, contradicts, or is inconsistent with the collective bargaining agreement, the collective bargaining agreement shall prevail.

C. Any provision(s) of a SIP or application thereof affecting the wages, hours, and/or other terms and condition of employment, or the impact of any wages, hours and/or other terms and condition of employment of any bargaining unit members must have the written approval of the Association prior to being adopted and/or implemented.

D. The conditions which follow shall govern employee participation in any and all plans, programs or projects included in the term "SIP":

- 1. Participation by the employee is voluntary.
- 2. Participation or non-participation shall not be used as a criterion for evaluation, discipline or discharge.

E. The Board shall have the right to determine the composition of the SBDM and SIP committees. The Board agrees teachers shall be on the committees. Once the Board has determined the composition of the committees, the OTEA shall have the right to select the teacher representatives.

#### ARTICLE 26 Mentor Teachers

A. Each teacher 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 non-threatening collegial fashion.

B. A Mentor Teacher shall be assigned in accordance with the following:

- 1. Participation of bargaining unit members as a Mentor Teacher shall be voluntary and without compensation.
- 2. Every effort will be made to match the teacher with a Mentor Teacher who works in the same building.
- 3. Teachers may be assigned to one (1) or more Mentor Teachers. Where possible, at least one (1) shall be a member of the bargaining unit.

C. The purpose of the Mentor/teacher match is to acclimate the teacher 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 any evaluation.

## Public School Academies

A. The District will provide notice to the Association of any formal 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,

B. The District agrees to furnish the Association with a copy of any application seeking authorization of a public school academy and all required information concerning the application to authorize a public school academy.

#### ARTICLE 28 Miscellaneous Provisions

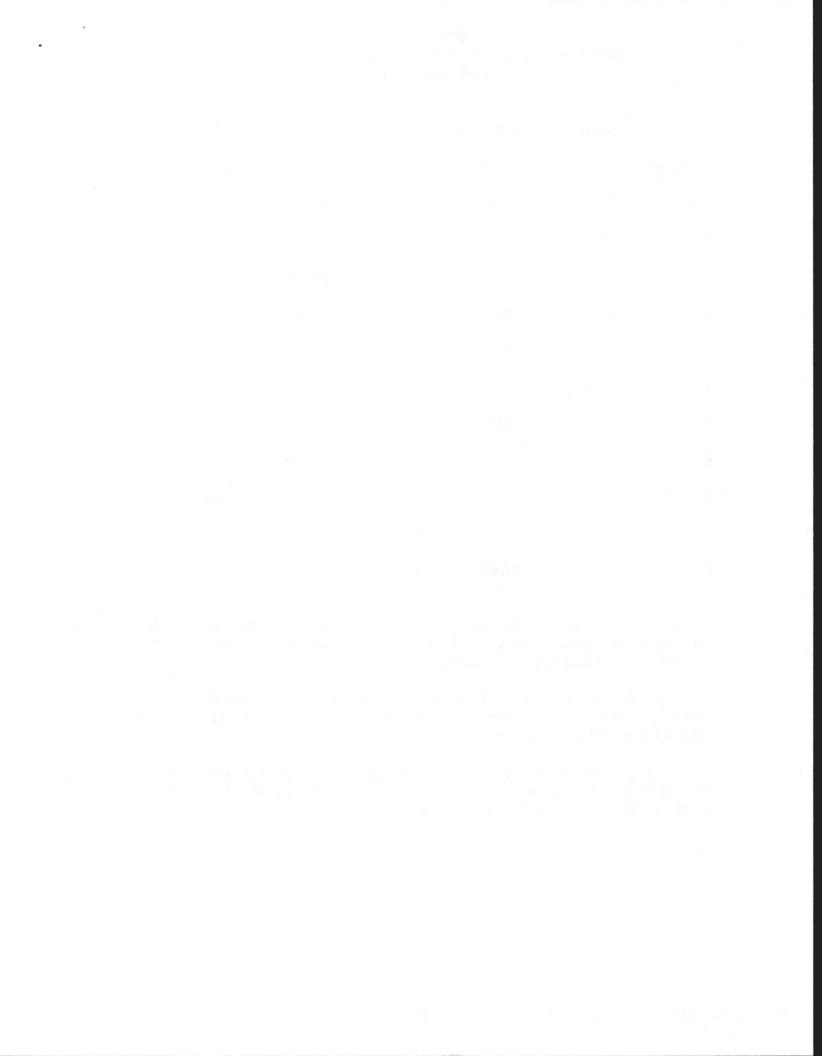
A. The Association shall deal with the ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof, and the Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable or professional behavior.

B. One (1) copy of this Agreement shall be provided to each teacher; then ten (10) additional copies will be held by the Board and any additional copies must be purchased from the Board.

C. Faculty members will be admitted free to all school events.

D. The Board of Education and the Ontonagon Teachers Education Association agree to join into a partnership to promote and to attain equitable educational funding for Michigan's children.

E. Letters of Agreement shall be automatically included in the contract.



#### APPENDIX A ONTONAGON TEACHER'S EDUCATION ASSOCIATION 1997-98 Salary Schedule

STEP	BA/BS	BA+PERM or BA+18	MA/MS	MA+10	MA+20
Increment	(1325)	(1450)	(1551)	(1551)	(1551)
1	24,619	25,343	26,065	26,639	27,215
2	25,944	26,793	27,616	28,190	28,766
3	27,269	28,243	29,167	29,741	30,317
4	28,594	29,693	30,718	31,292	31,868
5	29,919	31,143	32,269	32,843	33,419
6	31,244	32,593	33,820	34,394	34,970
7		34,043	35,371	35,945	36,521
8		35,493	36,922	37,496	38,072
9		36,943	38,473	39,047	39,623
10		38,393	40,024	40,598	41,174
11		39,843	41,575	42,149	42,725

1. Experience Adjustment Factor: Effective with the 1993-94 contract, any teacher at the top of the schedules shall receive \$165 per year for every verifiable year of teaching experience in the Ontonagon Area Schools only.

2. Experience Adjustment Factor (for bargaining unit members prior to 1993-94 school year): Any teacher at the top of the schedules shall receive \$165 per year for every verifiable year of teaching experience.

3. Teachers shall have the option of receiving their pay over twenty-six (26) equal pays. If all teachers elect this option, each teacher shall receive an additional one hundred dollars (\$100) above his/her base schedule rate.

## APPENDIX B ONTONAGON AREA SCHOOL DISTRICT 1997-98 Extracurricular

***		
FOOTBALL	1997-98	
Head	\$4,446.00	
Assistant	3,780.00	
Jr Varsity	3,334.00	
Asst Jr Varsity	1,389.00	
BASKETBALL		
Head	\$4,446.00	
Jr Varsity	3,334.00	
Frosh	1,389.00	
Junior High	500.00	
TRACK	\$2,112,00	
Head	\$2,112.00	
Assistant (1)	1,112.00	
Junior High	500.00	
VOLLEYBALL		
Head	\$2,668.00	
Assistant	1,667.00	
Equalize Volleyball with Basketball	over three (3) year period.	
GOLF	\$1,222.00	
INTERMURALS*	\$445.00	
	n are subject to administrative	approval
STUDENT COUNCIL		
Head	\$445.00	
	445.00	
Junior High	445.00	
MISCELLANEOUS		
Clubs	\$178.00	
Paper	1,000.00	
Yearbook	1,112.00	
Play	1,112.00	
Cheerleading	1,667.00	
ACADEMIC COMPETITION	\$200.00	
ADVISORS		
12-2	\$278.00	
11-2	278.00	
10-1	167.00	
9-1	167.00	
8-1	167.00	
7-1	167.00	
6-1	139.00	
0-1	102.00	

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## APPENDIX B CONTINUED

SCOREKEEPERS			
Basketball & Football		\$32.18	
Track (all day)		40.18	
CHAPERONES			
Under 75 miles		\$37.24	
Over 75 miles		46.57	
BAND*			
In District (per day)		\$38.90	
Out of District (per day)		66.70	
*This compensation may be adjusted	subject to con	nfirmation of ave	erage hours worked.

#### OTHER

Driver's Education Coordinator	\$500.00
Driver's Education (per hour)	19.45
Chorus	667.00
Weight Room Supervisor(per hour/max)	\$7.78/\$555
Distance Learning (per period, per semeste	er) \$525.00
Counselors working beyond the normal scl	nool calendar shall receive an
additional 2 day's pay.	

## APPENDIX B CONTINUED COACH'S EVALUATION

1. Coaches shall be evaluated at least once every three (3) years by the Administration. Additional evaluations may be done at the discretion of the Administration

2. Evaluations shall be based on the direct observations and/or knowledge of the evaluator. The evaluations shall minimally include the observation of one (1) full game or event and a minimum of a one-half (1/2) hour practice session.

3. Upon completion of the evaluation, the Administration shall meet and discuss the evaluation with the coach. The coach shall be required to sign the evaluation. However, said signature shall not be interpreted to mean agreement with the content of the evaluation. The coach shall have the right to attach a response to the evaluation.

# APPENDIX C

Grievance No \_\_\_\_\_

# ONTONAGON AREA SCHOOL DISTRICT GRIEVANCE FORM

BUIL	DING	ASSIGNMENT	NAME OF GRIEVANT	DATE FILE
			Step 1	
A.	Date c	cause of Grievance O	ccurred	
B.1.	Staten	nent of Grievance		
B.2.	Relief	Sought		
			· · · · · · · · · · · · · · · · · · ·	
			Grievant Signature	Date
			Association Signature	Date
C.	Dispo	sition by Principal		
			Signature of Principal	Date

D.	Position of the Association	5	
			i i sta
			$W_{i}^{(1)} = W_{i}^{(1)} =$
	Associat	ion Signature	Date
	Step 2		
A.	Date Received by Superintendent		
B.	Disposition of Superintendent		
		1	Data
C.	Position of the Association	endent Signature	Date
	Signatur	e of Association	Date
	<u>Step 3</u>		
A.	Date Received by Grievance Committee		
B.	Position of Administration Committee Membe	ers	
	Adminis	tration Signature	Date
C.	Position of Association Committee Members		
	Associat	ion Signature	Date

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		~	ure of Arbitrato	e Bastini juni	Date
			1.89		1
		- 1990 - 1985			5
B.	Disposition & Award of Arbitra	tors			
A.	Date Submitted to Arbitration Pa	anel			
		Step 4			

Signature of Arbitrator

Date

Signature of Arbitrator

Date

#### APPENDIX D

# ONTONAGON AREA SCHOOL DISTRICT 1997-98 CALENDAR

September 2, 1997 October 31, 1997 November 27 & 28, 1997 December 1, 1997 December 24, 1997 thru January 2, 1998 January 5, 1998 January 16, 1998 March 20, 1998 April 10, 1998 thru April 19, 1998 April 20, 1998 May 25, 1998 May 26, 1998 May 31, 1998 June 4, 1998

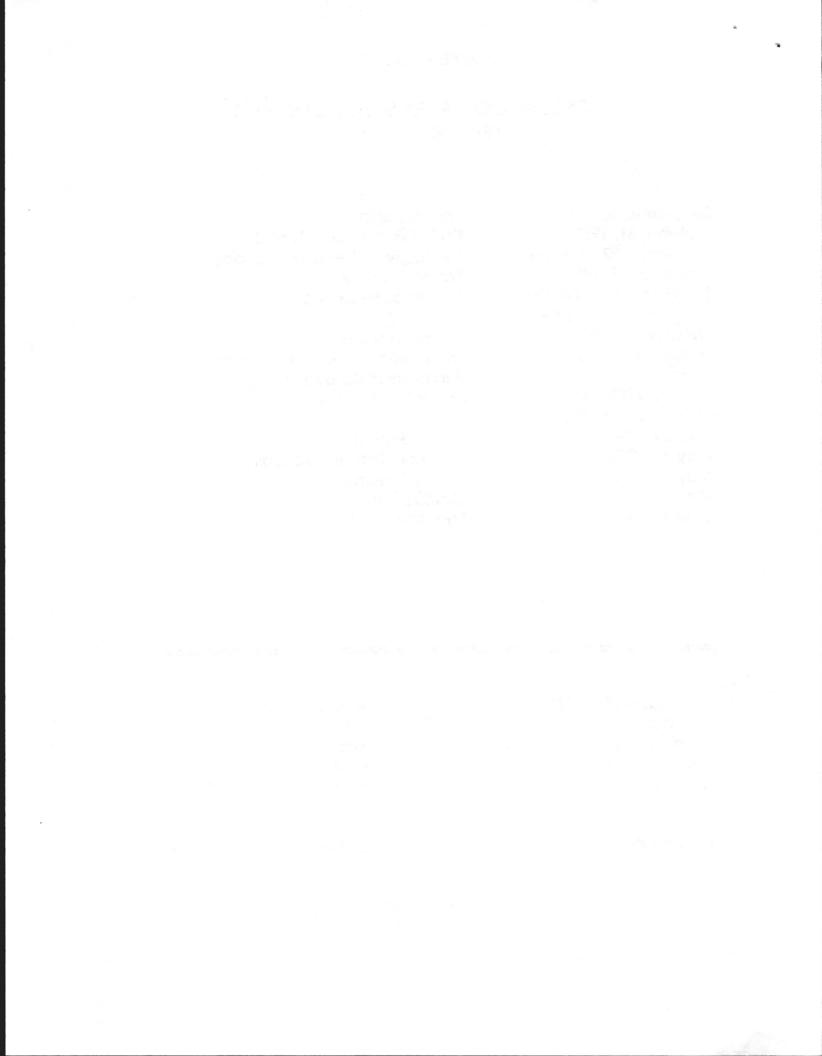
School Begins End of First Marking Period Thanksgiving Break (no school) School Resumes Christmas Break (no school)

School Resumes End of Second Marking Period End of Third Marking Period Easter Break (no School)

School Resumes Memorial Day (no School) School Resumes Graduation Last Day of School

September 1997 October November December January 1998	21 days 23 18 17 10	January 1998 February March April May June	10 20 22 16 20 4
1st semester	89 days	2nd semester	92 days

TOTAL 181 days



## Letter of Understanding between the Ontonagon Area School District and the Ontonagon Teachers' Education Association

The above referenced parties hereby agree to the following regarding Article 23, Early Retirement Incentive Plan:

Any employee presently employed by the Ontonagon Area School District who is in his/her 28th year, or more, of service at the beginning of the 1997-98 school year, shall continue to be eligible to retire at any time during the threeyear window referenced in Article 23, Section D, of the 1994-97 Master Agreement between the parties.

FOR THE ONTONAGON AREA SCHOOL DISTRICT BOARD OF EDUCATION:

\_\_\_\_\_

FOR THE ONTONAGON TEACHERS' EDUCATION ASSOCIATION:

Larry Ford, Superintendent

Gray Webber, President

Date:

Date:\_\_\_\_\_



