

# **MASTER AGREEMENT**

between

**ONEKAMA CONSOLIDATED  
SCHOOL DISTRICT**

and

**ONEKAMA EDUCATION  
ASSOCIATION**

**FOR THE SCHOOL YEAR**

**2008 – 2009  
2009 - 2010**



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## AGREEMENT

An agreement made this 13th day of October, 2008 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 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 and meets the requirements of NCLB.
- 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, 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 Onkama Consolidated Schools. All requests must be submitted in writing.

C. Just Cause No bargaining unit member shall be disciplined or discharged without just cause. The term "discipline" as used in this Agreement includes warnings; reprimands; suspensions with or without pay; reductions in rank, compensation, or occupational advantage; discharges; nonrenewal of probationary bargaining unit members, including bargaining unit members deemed to be in a period of probation under the Michigan Teachers' Tenure Act; or other actions of disciplinary nature. Any such discipline shall be subject to the grievance procedure, hereinafter set forth including arbitration. The specific grounds for disciplinary action will be presented in writing to the bargaining unit member and the Association no later than at the time discipline is imposed.

A program of progressive discipline shall be followed. The following progression of discipline shall be followed prior to the imposition of any other economic discipline on any member of the bargaining unit:

1. Oral warning, then
2. Oral reprimand, then
3. Written reprimand, then
4. One day suspension without pay, then
5. Two days suspension without pay, then
6. Three days suspension without pay, then
7. Discharge

No suspension shall adversely affect any other rights or benefits under this Agreement. The parties recognize that the severity of an offense may provide just cause for the acceleration of the above progression of discipline. Progressive discipline reasons do not have to be related to proceed to next step. The progressive discipline steps will start over when two successive years occur during which no disciplinary action was taken.

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. The initial disciplinary action shall be temporary until the Association representative and Administrator involved have met in conference.

F. 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.

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

H. 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.

I. 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.

J. 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.

K. 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.

L. All job vacancies in the district will first be posted internally in the appropriate staff work areas and if no internal candidates are qualified and hired for the position, then an external search will commence.

## ARTICLE IV

### MANAGEMENT RIGHTS

A. Subject to this agreement and Public Act 379 of the Michigan Public Acts of 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 HOURS/DAYS: Each teacher shall be allowed 70 hours leave with pay. A full 70 hours of leave will become available on the first day of school. Unused leave hours may be accumulated from year to year to a maximum of 120 days (840 hours). Each day is the equivalent of 7 hours. The accumulated leave days shall be paid upon discontinuation of employment at a rate of \$60.00 per day for the 2008-2009 school years after a minimum of four (4) continuous years of service in the Onekama Consolidated School District.

Leave hours 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, however 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 except under the following circumstances:

In an emergency or prolonged illness of a staff member, a staff member may be allowed to use up to ten (10) days of sick leave prior to accumulation without loss of compensation provided they return the "used but not earned days" to the district. The staff member will return two (2) days per year over the next five (5) years. If a staff member leaves before the days are paid back, they shall be docked for the remaining days out of their final payroll check. No more than ten (10) days can be taken until unearned days are paid back.

It is understood that any person on sick leave shall not be employed elsewhere during the period covered by the leave. If so, the leave is void and therefore cancelled. The above restriction does not apply to leaves on compensation time.

Attendance Incentive: Teachers who use 0 to 2 sick or personal days will be paid \$500 at the end of the school year. Those teachers who use 3 - 4 sick or personal days will be paid \$250 at the end of the school year.

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 by March 1.
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 and if employed 70% or more the person would be placed on the next full step.

## 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. Termination date for lay-offs at the beginning of an ensuing school year shall be the last teacher day of the current school year.
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 in the reverse order of time and date of hire, 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 in the reverse order of time and date of hire, 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 in the reverse order of time and date of hire, 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 comply with NCLB Standards.

C. Length of service (system seniority) is defined as unbroken service in the Onekama Consolidated Schools System, leaves of absences, with or without pay, and absences due to layoff are not to be considered a break in service; but the time spent on unpaid leave or layoff 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 provided they are fully certified and highly qualified by NCLB standards.
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.
4. Recall rights end after four (4) years.

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 at the end of the contract year. 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 for the senior high school (grades 9-12) and the middle school (grades 6-8) will be six (6) teaching/supervisory periods and one preparation period. There will be 170 student days and 176 teacher days.

1. The daily schedule will be as follows:

Monday - Friday

| 1 <sup>st</sup> hour | 2 <sup>nd</sup> Hour | 3 <sup>rd</sup> Hour | 4 <sup>th</sup> Hour | Seminar<br>Lunch                                   | 5 <sup>th</sup> Hour | 6 <sup>th</sup> Hour | 7 <sup>th</sup> Hour |
|----------------------|----------------------|----------------------|----------------------|----------------------------------------------------|----------------------|----------------------|----------------------|
| 8:00 –<br>8:51       | 8:54 –<br>9:45       | 9:49 –<br>10:39      | 10:42 –<br>11:33     | 11:33 – 11:48<br>Seminar<br>11:48 – 12:24<br>Lunch | 12:24 –<br>1:15      | 1:18 –<br>2:09       | 2:12 –<br>3:03       |

2. Middle school and High school teachers will receive a minimum of 250 minutes/week for preparation time and 30 minutes of duty-free lunch per day.

3. The schedule will revert back to the 2003-2004 schedule when finances improve or the State requirements mandate a change.

B. The daily teaching schedule in the elementary grades (K-5, Young 5's and 4 Stars) will run from 8:00 a.m. to 3:03 p.m. each day. Elementary teachers may use for conference and preparation time those times when students are having recess period and when students are receiving specialized instruction from another teacher. Elementary (K-5, Young 5's and 4 Stars) teachers will receive a minimum of 250 minutes of preparation time per week and 30 minutes duty-free lunch per day.

C. The daily teaching load for instructors providing instruction at all three levels is determined by the combined high school/middle school and elementary school schedule with a minimum of 250 minutes of preparation time per week and 30 minutes of duty-free lunch per day.

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 the Onekama Education Association.

E. All teachers are expected to dress professionally. Jeans, sweatshirts, shorts and revealing clothing are not acceptable attire.

1. Exceptions to the above will be made for Physical Education teachers and when class activities would make professional attire restrictive.

F. Teachers shall be on duty at least twenty-five (25) 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 seventeen (17) minutes after the dismissal of school, unless otherwise authorized by the Administration. Teachers shall be outside their teaching station to greet students at the beginning of each class period.

1. Teachers are expected to be on site during their preparation period unless prior approval to leave the building/grounds has been granted from the appropriate administrator.

G. An effort will be made to schedule IEPC's during the school day when possible.

H. 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 the class size is not to exceed the number of workstations. In courses where state and/or federal guidelines require a lower pupil/teacher ratio those standards will be followed.

I. 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, computers 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.

J. 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.

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

L. 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.

M. 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.

N. 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.

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

P. The Board shall provide the Onekama Education Association with one (1) current copy of its policies and rules and regulations of Onekama Consolidated Schools on the first teacher day of each school year.

Q. 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.

R. 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, not later than the end of the school year.

S. 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 four (4) 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.

#### T. Internet Acceptable Use Agreement

To provide an intellectual atmosphere that includes access to the Internet, Onekama Consolidated Schools District and Onekama Education Association believes that all teachers should have the opportunity to develop skills in using computer technology. Having access to the Internet will allow the teacher to access and use the Internet to transmit material, which is consistent with the education goals of the school district, as well as allow the teacher to access and transmit appropriate material to be used in the education environment.

Whereas the parties do recognize the educational value of Internet access at school using district equipment they hereby agree to the following:

1. The parties seek to educate young people in the use of the Internet as an assistive device to support student learning and achievement.
2. The parties recognize that in order to support student learning and achievement the teacher must use the Internet access in a responsible manner.
3. The parties agree that the classroom teacher(s) are released from any liability based upon information retrieved from the internet by the student.
4. The parties agree that the use of the District's electronic resources are for the purpose of (in order of priority):

- a. Support of the academic program
  - b. Telecommunications
  - c. General information
  - d. Recreational
5. The parties agree that the District will periodically make determinations on whether specific uses of the electronic resources are consistent with the acceptable-use practice of the school.
6. The District reserves all rights to any material stored in files which are generally accessible to others and will remove any material which the District believes may be unlawful, obscene, pornographic, abusive, or otherwise objectionable. Staff members will not use his/her District-approved computer account except to obtain, view, download, or otherwise gain access to such material.

U. Onekama Consolidated School Interactive Telecommunication System

1. PURPOSE AND PARTICIPATION

- a. The Onekama Consolidated School Interactive Telecommunications Systems (OCSITS) is an electronic educational network designed to provide an alternative means of delivery.
- b. During the life of this Agreement, any party offering DK-12 credit courses over the OCSITS during the regular school day shall adhere to the following OCSITS contract language. Regular school day shall be defined as the daytime DK-12 teacher workday for the school district as determined by the local collective bargaining agreement.

2. DEFINITIONS

- a. "Telecommunication" or "Telecommunications Classes" shall be defined as the teaching of students via an interactive delivery system for schools (OCSITS)
- b. "Originating District" shall be defined as the location/designation in which the responsible teacher is located and wherein the telecommunication class is being taught.
- c. "Remote District" shall be defined as the location/designation where class instruction is being received via television.
- d. "OCSITS", an educational utility, shall be defined as an interactive delivery system for the school.
- e. "Teacher" shall be defined as professional, holding a valid Michigan teaching certificate, or otherwise State approved instructor, based on

credit awarded and employed by the school district ratifying this document.

f. The OCSITS "Program council" shall consist of one teacher from each level, DK-5, 6-8, and 9-12 as well as the counselor, a building principal, and the superintendent.

### 3. WORKING CONDITIONS

a. Class size.

The parties mutually agree that the purpose of OCSITS is to provide quality, cooperative academic programming in order to enrich education opportunities for students. Accordingly, class sizes shall be based upon the appropriate number of students for the specific learning activity and full interactive participation.

b. Class Preparations.

1. The District agrees that for a teacher acting as a presenter of a telecommunications class, the telecommunications course taught shall count as one (1) preparation.

c. Classes Taught Outside the Normal School Day/School Year

1. Additional class periods before or after the regular DK-12 instructional day may be established where possible with mutual agreement between the origination teacher and district. The total length of the teacher's workday in such instances, however, will not exceed the total length of the regular DK-12 instructional day at the originating district as defined by the Master contract.

2. Classes taught in addition to the normal teacher load shall be compensated for according to the local Master contract of each district.

d. Equipment

1. The District shall be responsible for the repair and maintenance of telecommunications equipment. While teachers will not be held primarily responsible for the setup or dismantling of equipment, teachers will be responsible for routine daily procedures necessary to activate and operate the system.

2. The District shall not be restricted in the use of the OCSITS outside of the regular DK-12 instructional day or school year.

e. Responsibilities of Originating and Remote Site Districts and Staff

1. The originating district shall be responsible for the course content, material selection, instruction, testing and evaluation of students at the originating district and at all remote site districts.

2. Teachers assigned to telecommunications classes shall not be responsible for maintaining classroom discipline at remote sites. Originating district teachers will cooperate with and provide necessary assistance to remote site supervisory personnel. Classroom management of students at remote sites shall be the responsibility of the remote site district. Personnel assigned to classroom management at the remote site shall be expected to cooperate with the originating site and shall be expected to cooperate with the originating district teacher. If a teacher is assigned to supervise students at a remote site, the assignment will be subject to working conditions as outlined in this contract.

3. The originating district will be responsible for establishing the necessary procedures to accommodate the transport documents, homework, class work, tests and other classroom materials.

4. Scheduled telecommunication classes are intended only for those persons scheduled in the classes. Nothing shall prohibit an administrator, parent, or visitor from observing the class as long as such observation is done openly and with the knowledge of the instructor.

f. Training

1. Teachers who will be presenting telecommunications classes as well as others who will be monitoring students at remote sites, will be provided with initial and ongoing training in using telecommunications as an alternative educational delivery system.

2. When training occurs outside normal/working hours, teachers who are present at initial and ongoing training in the presentation of telecommunications classes other related matters regarding OCSITS shall be compensated at the rate of \$20/hr.

g. Evaluation

The evaluation of teachers in teleinstructional teaching assignments shall be subject to the evaluation procedures in the district Master Agreement.

h. Mileage

Bargaining unit members who, from time to time, may be required to use their personal auto to travel between sites or to training or to other meetings regarding OCSITS shall be reimbursed for their mileage at the rate allowed by the Master Agreement.

#### 4. EFFECT ON TEACHER EMPLOYMENT

- a. The intent and purpose of the OCSITS PROJECT is to provide a vehicle for additional educational opportunities for students in the district.
- b. The OCSITS PROJECT is designed to provide an alternative means of delivery for use by the districts and not to reduce positions, hours, or the total number of bargaining unit members.

#### 5. SCHEDULING AND ASSIGNMENTS

- a. The OCSITS Program Council shall develop processes, procedures and recommendations for the annual determination of course offerings and the designation of originating and remote site district locations.

The Program Council shall make the final determination of course offerings, and site locations.

- b. The employer will post, in each participating district building, a list of classes to be provided via instructional television during the following school year. The list will indicate, with respect to each class, the districts that will be receiving same. The list will also identify the number and type of positions required to provide the classes listed. Each local Association President, if applicable, will be sent a copy of each posting.

- c. Teachers shall make their interest in teaching such classes known by sending notification of same to the Superintendent.

- d. Assignments to telecommunications courses shall be made on a yearly or semester basis. Such positions shall be filled on the same basis as outlined in the Master contract of the district, except that the following process will be followed:

1. The Employer will first attempt to assign an employee from among a volunteer pool of bargaining unit employees.

2. If no qualified/certified volunteers are available, the Employer shall notify the Association. If no bargaining unit volunteers are identified by the Association within ten (10) weekdays after such notification, the Employer may assign an employee after providing telecommunication in-service training to an employee who is otherwise qualified.

- e. In all cases, teaching staff assigned to telecommunications classes who are regularly employed outside of the originating district shall remain the employees of their home district for purposes of salary, benefits and tenure. However, said teaching staff shall be subject to all other working conditions and policies of the originating district, including calendar and "Act of God" days procedures.

Such teachers shall have no contractual rights in other originating districts or remote site districts.

## 6. BROADCAST AND REBROADCAST

In accepting any assignment to teach a telecommunications course, the teacher assigned agrees to and acknowledges the following:

- a. A telecommunications class may be televised for other purposes by mutual consent of the teacher, the originating district, and the local E.A. Videotapes of telecommunications classes may be used for other purposes by mutual consent of the teacher and the originating district.
- b. Videotapes of a telecommunications class may be used for makeup work for all students currently enrolled in that telecommunications class or for in-servicing of existing staff.

## 7. DURATION REVIEW ENFORCEMENT AND FUTURE NEGOTIATIONS

- a. Enforcement relative to alleged violations of the terms and conditions of the OCSITS shall be subject to the teacher's district, Master contract grievance procedure.

## 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 every two (2) years by April 1st of that 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 or when a teacher is exercising their contractual rights granted under this contract.

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. In addition teachers may suspend students on a per class basis. 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.

## H. Safety and Crisis Management Committee

The Employer acknowledges that it is in the best interest to provide a safe learning and working environment for the District's students, teachers, administrators and support staff. The Employer also acknowledges that it is its responsibility to provide said safe and healthy environment. Furthermore, the Employer acknowledges that it must have a board policy on student conduct as required by MCL 380.1309; and that crisis plans for the district and for all buildings/work sites shall be in place.

1. A joint labor-management Safety and Crisis Management Committee shall be formed for the purpose of promoting and preserving a safe environment by creating, reviewing, evaluating and/or revising the following:
  1. The Student Code of Conduct to comply with MCL 380.1309
  2. A district wide Safety and Crisis Management Plan
  3. Individual Building/Work Site Emergency and Safety Plans
  4. An Emergency and Safety Plan for non-building sites such as playgrounds, and athletic field, school busses and vans, and off site events
2. The Committee shall be composed of two (2) employees from each bargaining unit or unorganized employee group within the District that chooses to participate. Each bargaining unit or group shall identify the employees that will represent them on the Committee.
3. Each building or work site shall provide the Safety and Crisis Management Committee with their emergency plan no later than December 31<sup>st</sup> of each school year. In the case of other work sites, employees working in those areas may submit plans to the Safety and Crisis Management Committee by the date given in this section.
4. Any time during the creation, review and or revision of the above mentioned policy or plans the Committee may include, in a consulting capacity: police, fire and emergency medical service personnel representative; clergy; medical professionals; citizens, and, the psychologists, social workers or any District employee trained in crisis management.
5. The creation, review and/or revision of said policy and plans shall be completed no later than December 31<sup>st</sup> of each school year.
6. Said policy and plans shall not conflict with the law or the Collective Bargaining Agreement between the parties. Adequate time shall be provided for the Association to conduct a legal review of the policy and plans.
7. Within the first week of each school year, all District employees shall attend a meeting during which the Employer shall provide a review and discussion of

the policy and plans. At that time, or before the meeting, any revisions shall be made available to all employees. The Employer shall review and discuss any further activities related to the policy or plans.

8. In the event that the policy or any of the plans include training of employees, the cost of such training shall be borne by the Employer. Training shall occur during the employee regular work hours as provided for in the Collective Bargaining Agreement.
  9. At the first building faculty meeting of each school year, there shall be a review and discussion of the Building/Work Site Emergency Plan for all employees in that building. The meeting shall be held during regular work hours, or during faculty meeting times as provided for in the Collective Bargaining Agreement. The administration shall make provisions, during the regular work hours, for any employee who is unable to attend said faculty meeting so that they may receive the information and any materials distributed.
  10. The District shall provide each new employee at the time of employment; a copy of the current Collective Bargaining Agreement; the most recent version of the Code of Student Conduct; the Safety and Crisis Management Plan; a copy of their Building/Work Site Emergency Plan; and, any other documents related to safety, violence and crisis management.
- I. Any case of employee assault shall be promptly reported to the building principal or the employee's immediate supervisor. It is the Employer's responsibility to then report the assault to the appropriate state or local law enforcement officials and prosecutors [Sections 1308 of the School Code].
1. The Employer shall provide, without cost to the Employee, legal counsel to advise the employee of his/her rights and obligations with respect to such assault. The Employer shall provide additional business days for handling of the incident in connection with law enforcement and/or judicial authorities.
  2. If the Employer has knowledge that an individual has made a threat to the safety and well being of one of its employees, the employee's family or the employee's property; then, it is the District's responsibility, upon gaining knowledge of said threat, to immediately inform the employee.
  3. The District acknowledges the importance of protecting their employees. No employee shall be expected or ordered to search for or handle any weapons, bombs, incendiary devices or other harmful or deadly substances or devices. Nor shall the employee be expected or ordered to disarm and/or detain an intruder or any person yielding a weapon or other harmful or deadly substance or device, or who is causing a disturbance.

4. An employee shall not be disciplined for using reasonable physical force to; remove or restrain a student in order to maintain a safe environment if the student refuses to discontinue his/her behavior after being asked; prevent the student from harm or from haring others; quell a disturbance that threatens injury to any person; obtain possession of a weapon; or, protect property [MCL 380.1312].

J. The Board recognizes that it is the responsibility of the administrative staff to give support and assistance to employees with respect to the maintenance of student discipline in the classroom, the general school facilities, or non-school sites.

1. A teacher may temporarily exclude a pupil from class or from an activity for up to one (1) full day if the teacher believes that the student has violated the Board policy on student conduct [MCL 380.1309] or, when in the judgement of the teacher, the gravity of the offense, or the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student unsafe or intolerable.
2. When temporarily excluding a student from the classroom or an activity, the teacher shall direct the student to the appropriate administrative office. It shall be the teacher's responsibility to show cause as to why the student should be excluded. The teacher shall provide this information in writing.
3. The administrator must respond in writing as to the disposition of the student prior to his/her return to class. If the incident that created the removal of the student from class is repeated behavior for which the student was excluded from class before or of a grave nature, the teacher may ask to meet with the administrator prior to the student returning to class.
4. The student cannot be returned to the teacher's class the same day without concurrence of the teacher [MCL 380.1309]. A day shall be defined as the time during any given day when the teacher is expected to meet with said student.
5. It is also the duty of the teacher to ask for a conference with the parent of the student [MCL 380.1309]. The conference should include the school counselor or social worker and may, at the request of the teacher or parent, include a school administrator. If the parent does not respond to the request for a conference, does not attend the conference, or states they do not want to attend the conference; the teacher, by having made the request for a parent conference shall have fulfilled his/her obligation under the law and the provision of the Collective Bargaining Agreement.

6. The Employer recognizes that the Michigan law imposes a mandatory expulsion of no less than 180 days for any student in grade six or above who physically assaults a school employee [MCL 380.1311a(1)]; and, of no longer than 180 days for any student, grade six or above who commits a verbal assault against an employee at school or a student who makes a bomb threat against a school, school property, or a school event [MCL 380.1311a(2)].

## 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 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 prescribes 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 and the Association is notified.

#### 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 monetary 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 contractually scheduled 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. Meetings cannot be required on Saturdays or Sundays.

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 approved Financial Institutions and 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 selected by the teacher.

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

A second opinion may be requested by the Board. The requesting Board 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 part of the minimum days of instruction by the State Department of Education definition, said days will be rescheduled without any additional compensation to the employees. Said days will be made up according to State minimum required days and hours of instruction. They will be made up in the manner prescribed in the appropriate calendar appendix

H. The parties to this agreement shall meet at least thirty (30) days prior to the end of the school year to determine necessary action to be taken to comply with the state requirement regarding clock hours of instructional time.

1. If ESEA (Education Yes), NCLB or any other State or Federal mandates impact any part of this agreement the Board must negotiate said areas with the Onkama Education Association.

I. School vehicles are available and preferred for staff use for school business. If a school vehicle is unavailable any teacher using their own vehicle for school business will be paid the IRS rate 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 changes to this Agreement, for the purposes of ratification, and a final ratified contract, shall be printed at the expense of the Board. Copies of the ratified contract shall be presented to all teachers in a timely matter.

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.

E. The Association is responsible for producing the finished contract.

## ARTICLE XVI

### JOB SHARE

A. Two (2) employees may make application by March 1<sup>st</sup> to share one (1) full-time position with the approval of the Principal or supervisor. The Principal or supervisor shall meet with the applicants to discuss their proposal and thereafter make their decision granting or denying the application in writing by March 21<sup>st</sup>. In the event the Principal or supervisor denies the job share request, and the employee(s) believe the permission was unreasonably denied, the employee(s) may appeal the decision to the Superintendent. The decision of the Superintendent is not subject to the grievance process.

1. No job share shall be permitted if the arrangement will in any way adversely affect the seniority, layoff or recall rights of another bargaining unit member, including those on layoff. In such situations, the adversely affected teacher(s) and the Association may, in writing, elect to waive their seniority rights for that specific situation. Failure of said teacher(s) or the Association to waive such rights shall in no way result in adverse effects upon the refusing teacher(s)

a) If there is no change in an approved job share, then a letter will serve as a request for renewal of a job share.

B. Should an application for job sharing be approved, compensation for the teachers included shall be as follows:

1. Salary/benefits compensation will follow the contract language.

C. Candidates for shared positions must agree to accept full-time employment in the event the other employee in the shared position terminates employment. This provision may be waived in the event an acceptable alternative is available

D. The participating employees must agree to share a position for the duration of the school year.

E. A leave of absence without pay shall not be available to the one (1) employee unless:

1. The other employee agrees to assume the position full-time
2. An acceptable alternative is available
3. The employee is disabled

F. Both employees agree to participate fully in required activities.

G. Teachers desiring to return to full-time status shall have the right to return to full-time employment at the end of the school year provided that:

1. They have provided written notice to the Superintendent by March 1<sup>st</sup> of the year preceding their return to full-time employment.

2. That the teacher shall be subject to assignment according to the normal assignment procedures of the Master Contract provided no lay-off is required.

APPENDIX 1-A  
2008 - 2009

Teachers will be placed on steps for years within the system, plus not more than eleven (11) years in other systems: (Includes teachers presently in our system).

2.5%    34,808

| Step | BA     | BA+20  | BA+30<br>MA | BA+50<br>MA+20 | BA+60<br>MA+30 | BA+70<br>MA+40 | BA+80<br>MA+50 |
|------|--------|--------|-------------|----------------|----------------|----------------|----------------|
| 1    | 34,808 | 36,165 | 37,556      | 38,915         | 39,970         | 41,025         | 42,079         |
| 2    | 37,302 | 38,658 | 39,731      | 41,087         | 42,146         | 43,201         | 44,254         |
| 3    | 39,237 | 40,593 | 41,897      | 43,256         | 44,311         | 45,365         | 46,420         |
| 4    | 41,167 | 42,525 | 44,064      | 45,421         | 46,476         | 47,530         | 48,585         |
| 5    | 43,102 | 44,460 | 46,240      | 47,597         | 48,655         | 49,709         | 50,763         |
| 6    | 45,030 | 46,388 | 48,406      | 49,765         | 50,820         | 51,874         | 52,929         |
| 7    | 46,741 | 48,324 | 50,574      | 51,930         | 52,988         | 54,042         | 55,098         |
| 8    | 48,899 | 50,256 | 52,745      | 54,102         | 55,160         | 56,215         | 57,270         |
| 9    | 50,833 | 52,191 | 54,913      | 56,270         | 57,328         | 58,383         | 59,438         |
| 10   | 52,762 | 54,119 | 57,085      | 58,442         | 59,501         | 60,555         | 61,610         |
| 11   | 54,699 | 56,056 | 59,254      | 60,611         | 61,667         | 62,722         | 63,777         |

Longevity pay will be as follows:

| Years of teaching experience<br>at Onekama Consolidated Schools | Amount To<br>Be Paid |
|-----------------------------------------------------------------|----------------------|
| 12 - 13                                                         | \$500                |
| 14 - 15                                                         | \$700                |
| 16 - 17                                                         | \$900                |
| 18 - 19                                                         | \$1,100              |
| 20 +                                                            | \$1,300              |

Per Diem Compensation--will be computed by dividing the individuals salary by 176 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.

**Salary for 2009 -2010 will be negotiated at the same time as the insurance benefits, no later than February 1, 2009.**

## APPENDIX I-C

### 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 Professional Growth 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

| EXTRA CURRICULAR<br>COMPENSATION<br>Experience  | % of Base for<br>Years of Experience | % of B.A. Step<br>For Years of |
|-------------------------------------------------|--------------------------------------|--------------------------------|
|                                                 | 1 - 3                                | 4 - 8                          |
| Head Football                                   | 8                                    | 10                             |
| Assistant Football                              | 6                                    | 8                              |
| J.V. Football                                   | 6                                    | 8                              |
| 7 <sup>th</sup> -8 <sup>th</sup> grade Football | 4                                    | 5                              |
| Head Basketball                                 | 8                                    | 10                             |
| J.V. Basketball                                 | 6                                    | 8                              |
| 7-8 <sup>th</sup> Grade Basketball              | 4                                    | 5                              |
| Head Volleyball                                 | 8                                    | 10                             |
| J.V. Volleyball                                 | 6                                    | 8                              |
| 7-8 <sup>th</sup> Grade Volleyball              | 4                                    | 5                              |
| Golf                                            | 8                                    | 10                             |
| Head Baseball                                   | 8                                    | 10                             |
| Girls Varsity Softball                          | 8                                    | 10                             |
| Head Track-Boys                                 | 8                                    | 10                             |
| Head Track-Girls                                | 8                                    | 10                             |
| Assistant Track                                 | 6                                    | 8                              |
| 7-8 <sup>th</sup> 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                     |                                |
| Noon Duty                                       | 7                                    |                                |
| Robotics Advisor                                | 5                                    |                                |

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

|                              |                         |
|------------------------------|-------------------------|
| Drivers Education            | \$17.00 per hour.       |
| Journalism                   | 10                      |
| Web Master                   | 13                      |
| 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                       |
| Athletic Director-Girls/Boys | 13.5 + 1 release period |
| Game Manager                 | 12                      |

The 2004 –2005 Bachelor's Degree teacher salary schedule below shall be used for the index system for the duration of this contract.

| Step | BA     |
|------|--------|
| 1.0  | 32,003 |
| 1.5  | 33,149 |
| 2.0  | 33,296 |
| 2.5  | 35,185 |
| 3.0  | 36,075 |
| 3.5  | 36,963 |
| 4.0  | 37,850 |
| 4.5  | 38,740 |
| 5.0  | 39,629 |
| 5.5  | 40,516 |
| 6.0  | 41,402 |
| 6.5  | 42,292 |
| 7.0  | 42,975 |
| 7.5  | 44,063 |
| 8.0  | 44,958 |

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 eighth (8th) 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. Payment of extra curricular salaries will be made at the end of the season or the end of the school year, whichever pertains.

All extra-curricular positions will be contracted through an outside contractor. The only exception to this will be for those employees within three (3) years of retirement on the MIP PLAN and within five (5) years on the BASIC PLAN. It is the responsibility of the employees to notify the district when they are within the above time limits.

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 credit equal to the length of the period covered toward one (1) class period credit of compensatory leave time. For each day a teacher is in charge when an administrator is absent he/she will receive one class period 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 7 hours 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 CONTRACTUAL DAYS.**  
Certified employees who are formally requested in writing by the administration to work beyond the 176 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.

C. Teachers who are required to attend IEPC meetings or other mandated meetings during their prep time or outside of the contractual day will earn compensation time up to a maximum of (5) five hours. It is understood that this time is not cumulative and any unused time does not carry over to the following year.

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

## **APPENDIX IV**

### **INSURANCE BENEFITS**

1. The Board agrees to provide to full-time teachers the premium toward the purchase of MESSA-PAK Onekama Plan A insurance plan effective September, 2008 thru August 31, 2009.

Teachers selecting Plan B, MESSA-Super Care I, will pay the difference between the Choices II insurance premium and Super Care I insurance premium.

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

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

The following format will be used to determine percentage of employment:

1. Total minutes of instruction provided by part-time teacher
2. Before school or after school required time (25 minutes prior or 20 minutes post)
3. Total passing time covered, one less than the number of classes taught, i.e. if three classes taught credit would be given for two passing times.
4. Percentage of the prep minutes consistent with the percentage of instructional time.
5. The final percentage is determined by taking the total minutes from steps 1-4 above and dividing by the total minutes in a full-time teacher's day. For the 2008-2009 school year this will be 435 minutes (7:35 – 3:20 minus the 30 minute duty free lunch).

Employees not desiring health insurance shall receive MESSA-PAK Onekama Plan C. When two members of a family are employed, one member will receive this option. Any employee who does not take health insurance will receive cash in lieu. The amount of cash in lieu will be calculated by taking the Choices II PPO health premium cost less the Plan C cost divided by two. This cash may be redirected to an annuity or other salary reduction agreement authorized by Section 125 of the Internal Revenue Service.

The MESSA-Choices (Plan A) shall consist of and limited to the following during the period noted above.

|                      |                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Health Insurance     | Choices II-PPO (\$10/\$20 prescription co-pay)                                                                                                                                                                                                                                                                                                                                                                                      |
| 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      | \$50,000 AD & D employee only                                                                                                                                                                                                                                                                                                                                                                                                       |
| Vision               | MESSA/VSP 3 Gold                                                                                                                                                                                                                                                                                                                                                                                                                    |

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

|                      |                                              |
|----------------------|----------------------------------------------|
| Health Insurance     | Super Care I (\$10/\$20 prescription co-pay) |
| Long Term Disability | Same as Plan A                               |
| Delta Dental Plan    | Same as Plan A                               |
| Negotiated Life      | \$50,000 AD & D employee only                |
| Vision               | Same as Plan A                               |

The MESSA-PAK (Plan C) 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      | \$50,000 AD & D employee only |
| Vision               | Same as Plan A                |

2. Both the Board and the OEA agree to negotiate the insurance benefits for the 2009 - 2010 school year. The negotiations shall commence no later than February 1, 2009 and end no later than the traditional open enrollment period.

It is clearly understood that the employee shall be the policyholder, 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

### RETIREMENT INCENTIVE

1. To be eligible for the 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 March 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 retirement incentive shall be eligible for one of the following benefits:

- A Teachers retiring in their 1<sup>st</sup>, 2<sup>nd</sup>, or 3<sup>rd</sup> year of eligibility (by either Basic or MIP Standards) will be compensated on the scale below:
  - 1<sup>st</sup> year eligible \$30, 000
  - 2<sup>nd</sup> year eligible \$20,000
  - 3<sup>rd</sup> year eligible \$10,000

OR

- B. The district will contribute towards the purchase of retirement credit based on the following scale:
  - Five Years = \$30,000
  - Four Years = \$20,000
  - Three Years = \$10,000

Payments of \$500 per month will be made until the eligible amount is paid in full.

- C. These payments will be made to a 403(b) account unless requested to be paid directly to retiree.

1. It is understood that the "FICA" costs to the school will be subtracted from the total if such request occurs.

3. Additional Provisions

- A. The Board of Education reserves the option of making a lump sum payment of the balance due the teacher.
- B. A less than full time teacher will be prorated for full dollar amounts in relation his/her employment time.
- C. In the event the teacher 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 have, had the teacher lived throughout the period.
- D. 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.

## 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).

#### 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 |
| <u>I. Professional Relations</u> |                                                                                                                                                                                                           |                           |              |              |                   |                |
| 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                                                                                                                                                              |                           |              |              |                   |                |
| <u>II. Coaching Performance</u>  |                                                                                                                                                                                                           |                           |              |              |                   |                |
| 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.

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

| SATISFACTORY<br>(Meets or Exceeds<br>Standards) | UNSATISFACTORY<br>(Does not meet<br>Standards) | NOT OBSERVED<br>(Not evaluated<br>at this time) |
|-------------------------------------------------|------------------------------------------------|-------------------------------------------------|
|                                                 |                                                |                                                 |
|                                                 |                                                |                                                 |
|                                                 |                                                |                                                 |
|                                                 |                                                |                                                 |
|                                                 |                                                |                                                 |
|                                                 |                                                |                                                 |
|                                                 |                                                |                                                 |
|                                                 |                                                |                                                 |
|                                                 |                                                |                                                 |

#### 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: \_\_\_\_\_

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|  |  |  |

| SATISFACTORY<br>(Meets or Exceeds<br>Standards) | UNSATISFACTORY<br>(Does not meet<br>Standards) | NOT OBSERVED<br>(Not evaluated<br>at this time) |
|-------------------------------------------------|------------------------------------------------|-------------------------------------------------|
|                                                 |                                                |                                                 |

### 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.

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.

Comments:

| SATISFACTORY<br>Meets or Exceeds<br>Standards) | UNSATISFACTORY<br>Does not meet<br>Standards) | NOT OBSERVED<br>(Not evaluated<br>at this time) |
|------------------------------------------------|-----------------------------------------------|-------------------------------------------------|
|                                                |                                               |                                                 |
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| SATISFACTORY<br>Meets or Exceeds<br>Standards) | UNSATISFACTORY<br>Does not meet<br>Standards) | NOT OBSERVED<br>(Not evaluated<br>at this time) |
|------------------------------------------------|-----------------------------------------------|-------------------------------------------------|
|                                                |                                               |                                                 |
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## 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.

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.

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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.

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

- ## I. Professional Characteristics

## 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

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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

## 2008 – 2009 SCHOOL CALENDAR

|                         |                   |                                                                      |
|-------------------------|-------------------|----------------------------------------------------------------------|
| September 3             | Wednesday         | Inservice                                                            |
| September 4             | Thursday          | 1/2 Day Inservice                                                    |
| September 8             | Monday            | First Student Day-Full Day                                           |
| November 7              | Friday            | End of First Card Marking Period                                     |
| November 25             | Tuesday           | Parent/Teacher Conf. – 5:00-8:00 PM<br>Student Dismissed at 12:30 PM |
| November 26             | Wednesday         | Parent/Teacher Conf. – 8:00 -11:00 AM                                |
| November 27 & 28        | Thursday-Friday   | Thanksgiving Vacation-No School                                      |
| December 19             | Friday            | Last Day before Christmas Vacation                                   |
| December 20 – January 4 | Saturday - Sunday | Christmas Break – No School                                          |
| January 5               | Monday            | School Resumes                                                       |
| January 19-22           | Monday - Thursday | Mid Term Exams                                                       |
| January 22              | Thursday          | End of Second Card Marking Period                                    |
| January 23              | Friday            | Records Day/Professional Development                                 |
| January 26              | Monday            | School Wide District Inservice                                       |
| February 16             | Monday            | Mid-Winter Break – No School                                         |
| March 27                | Friday            | End of Third Card Marking Period                                     |
| March 28 – April 6      | Saturday - Monday | Spring Break Vacation-No School                                      |
| April 7                 | Tuesday           | School resumes                                                       |
| April 15                | Wednesday         | P-T Conferences 5:00 – 8:00 p.m.                                     |
| April 24                | Friday            | County-Wide Inservice - No School                                    |
| May 25                  | Monday            | Memorial Day-No School                                               |
| June 1 – June 4         | Monday - Thursday | Final Exams                                                          |
| June 4                  | Thursday          | End of Fourth Card Marking Period<br>Last Day for Students           |
| June 5 (1/2 day)        | Friday            | Last Day for Teachers-Half Day-Records                               |
| 170 Student Days        | 176 Teacher Days  |                                                                      |

Whenever a school day is not counted as a day of instruction, said days will be rescheduled in the following manner: June 1 and thereafter as required. Hours of instruction will made up on mutually agreed days thereafter.

The calendar for 2009-20010 will be negotiated by May 1, 2009.

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

ONEKAMA EDUCATION ASSOCIATION

Kathleen A. Zajac  
President

Dana K. Wolf  
Secretary

BOARD OF EDUCATION OF THE  
ONEKAMA CONSOLIDATED SCHOOLS

Robert Evans  
President

Kathleen J. Block  
Secretary

Dated this 13<sup>th</sup> day of October, 2008

**DURATION OF AGREEMENT:**

This Agreement shall be effective as of September 1, 2008 and shall continue in effect until the 31st day of August 2010. 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.