

Professional Agreement

Between

Onsted School District

And

The Lenawee County
Education Association
Affiliated with the O.E.A.,
M.E.A.-N.E.A

August 15, 1997 to August 14, 2000

1997-1998 1998-1999 1999-2000

Onsted Community Schools

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Introductory Paragraph

This agreement entered into this 18th day of August, 1997 between the Lenawee County Education Association, hereinafter called the "Association", affiliated with the Onsted Education Association, hereinafter called the "OEA", the Michigan Education Association, hereinafter called the "MEA" and the National Education Association, hereinafter called the "NEA", and the Onsted Community School District, County of Lenawee, Michigan, hereinafter called the "Board." The signatories shall be the sole parties to this agreement.

I. WITNESSETH

Whereas, the Board and the Association recognize and declare that providing a quality education for the children of Onsted Community Schools is their mutual aim, and the character of such education depends predominantly upon the quality and morale of the teaching service, and

Whereas, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

Whereas, the Board has the statutory obligation, pursuant to the Public Employment Act, 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 have reached certain understandings which they desire to confirm in this agreement.

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

II. RECOGNITION

The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all professional personnel including full time and part tenured and probationary classroom teachers, librarians and guidance counselors employed under contract by the Board (whether or not assigned to a public school building). The bargaining unit shall exclude all administrative employees including superintendents, assistant superintendents, directors of school community relations, principals, assistant principals, school business managers, director of counseling, athletic director, Chapter I director and all other employees including teacher substitutes. A substitute teacher will be classified a member of the bargaining unit when he/she occupies a position for more than ninety (90) days.

III. ASSOCIATION AND TEACHERS' RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board included in this bargaining unit shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental powers under cover of law of the State of Michigan, the Board undertakes and agrees that it will not deprive or coerce any teacher in the enjoyment of any rights conferred by the Act of other laws of Michigan or the constitutions of the United States or Michigan; that it will not discriminate against any teacher with respect to hours, wages, or any terms of employment or

conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, and his/her institution of any grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

- B. Nothing contained herein shall be construed to deny or restrict any teacher rights he/she may have under the Michigan General School Laws or other laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. Onsted employees within the bargaining unit represented by the Association may be allowed to use school buildings at reasonable times with prior approval of the Superintendent. No competing teacher organization shall be granted the right to use school buildings for meetings. When custodian services are required, the Board may make a reasonable charge therefor. No charge shall be made for use before commencement of the school day or until 6:00 P.M.
- D. Duly authorized representatives of the Association who are employees of the Onsted School District shall be permitted to transact official Association business on school property, provided that this shall not interfere with or interrupt normal school operations, nor in any case shall it be discussed during scheduled classes or scheduled study hall periods or during preparation time except upon the express prior approval of the administration.
- E. Employees in the bargaining unit shall be granted the right to use school facilities and equipment, including typewriters, computers, copier and fax machines, audio-visual equipment and calculating machines, other than during school hours when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. All arrangements must be made through the building principal.
- F. The Association shall have the exclusive right to post notices on teacher bulletin boards. At least one shall be provided in each building on a location agreeable to both parties. The Association may use the intraschool mail service and the teachers mailboxes for communication to teachers. Items to be posted shall be submitted to the Secretary of the Association. The administration and the Board of Education shall not be held liable for Association materials which may be placed in their possession. All Association material will clearly be marked "Lenawee County Education Association, OEA, M.E.A.-N.E.A."
- G. The Board agrees to furnish to the Association in response to reasonable requests all publicly available information concerning the financial resources of the district, tentative budgetary requirements and allocations, and other generally available public information.
- H. The Board agrees in principle that it is advisable to consult the Association on tax programs, construction programs, or major revisions of educational policy which are proposed, and where possible, the Association may be given the opportunity to advise and consult with the Board on said matters prior to their adoption.
- I. The private and personal life of any teacher is not within the appropriate concern of the Board unless his/her conduct should adversely affect his/her relationship with students or the discharge of his/her teaching and other school related duties.
- J. The Board shall place on the agenda of each regular meeting, as an early item, under items listed as "new business", any matters being presented by the Association as long as these matters are presented to the Superintendent's office 56 hours prior to said regular meeting. Position on the agenda will be determined by the Superintendent.
- K. The rights granted herein to the Association shall not be granted or extended to any competing teacher organization.
- L. Each teacher shall have the right, upon written appointment, to review the contents of his/her own personal file, which is located in the Board of Education office. A representative of the Association

may, at the teacher's request, be present at this review. Each teacher's personal file shall contain the following minimum items of information:

1. All teacher evaluation reports
2. Copy of teacher's certificate
3. Transcript of academic records
4. Tenure recommendation, dated
5. Birth certificate, or certified copy
6. Social Security number

The time of review shall be no later than three (3) working days after the written request is submitted. All copies of past annual contracts shall also be available at the time set for the review.

The contents of any teacher's file shall not be divulged to any unauthorized person. Privileged information such as confidential credentials, letters of reference from universities, individuals, or previous employers are specifically exempted from such review. The administration shall remove such credentials and confidential reports from the file prior to a review of the file by the teacher.

In the event a third party is requesting the personnel file of an employee, the affected employee will be notified immediately. The district will allow five (5) business days before disclosing the employee's personnel file to a third party.

Teachers will receive written notification if documents of a disciplinary nature or complaints regarding the teacher by parents or the community are placed in the teacher's personnel file. Notification will be within three (3) days.

Teachers shall have the right to review all other personal files.

- M. In the event any bargaining unit member has responsibilities and/or duties in different buildings, said member shall be assigned by the administration to a building principal, for the purpose of teacher evaluations, staff meetings, and other duties of said member.
- N. In the event any bargaining unit member has responsibilities and/or duties in a building where the member's principal does not maintain his/her office, e.g. a fourth grade class housed in the middle school building, consideration will be given to providing a personal two way communication system with said office.
- O. A copy of the Board's minutes will be sent to the Association president.

IV. BOARD OF EDUCATION RIGHTS

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and/or the United States, including, but without limiting the generality of the foregoing; the management and control of school properties, facilities, grade levels and courses of instruction, athletic and recreational programs, methods of instruction, library

resources, materials used for instruction, and the selection, direction, transfer and promotion or demotion, discipline or dismissal of all personnel. The exercise of these powers, rights, authority, duties and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary, shall be limited only by the specific and express terms of this agreement.

V. PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

- A. Any bargaining unit member who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the first day of active employment shall, as a condition of employment, pay a Representation Benefit Fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and Administrative Procedures adopted pursuant to that policy. The Representation Benefit Fee shall not exceed the amount of the Association dues collected from Association members. The bargaining unit member may pay such fee directly to the Association or authorize payment through payroll deduction, as herein provided. In the event that the bargaining unit member shall not pay such Representation Benefit Fee directly to the Association, or authorize payment through payroll deduction, the employer shall upon completion of the procedures contained in paragraph C. and pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association deduct the Representation Benefit Fee from the bargaining unit member's wages and remit same to the Association.

In the event there is a change in the status of the law, so that mandatory deduction from wages pursuant to the paragraph above is prohibited, the employer, at the request of the Association, shall terminate employment of a bargaining unit member that refuses to authorize the deduction of the representation benefit fee. The termination of employment shall not occur until the procedures set forth in paragraphs B. and C. have been fully met. The parties expressly agree that failure of any bargaining unit member to comply with the provisions of this article is just cause for discharge from employment.

- B. 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 such 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, or to any other administrative or judicial procedure.

The Association assumes all responsibility for furnishing non-union bargaining unit members a copy of the policy, timetables for payment and administrative procedures to the non-association bargaining unit member and will hold the Board of Education harmless for its failure to do so.

- C. The Association in all cases of mandatory fee deduction pursuant to MCLA 408.477; MSA 17.277(7) shall notify the teacher of 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. If the teacher fails to remit the service fee or authorized deduction for same, the Association may request the Board to make the deduction. The Board upon receipt of the request for an 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.

The provisions of paragraph B. shall apply equally in the event discharge of the bargaining unit member is sought by the Association, if mandatory deduction is not permitted by law.

- D. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year. Consequently, the parties agree that the procedures in this article relating to the payment or non-payment of the representation fee by non members shall be activated thirty (30) days following the Association's notification to non-members of the fee that given school year. In such event, it is agreed that the employee remains obligated for the entire annual representation fee.
- E. The Board of Education agrees to deduct from the salaries of teachers the professional dues of the Association or a non-member's service fee when authorized in writing by each teacher desirous of having such dues or fees deducted.

Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct one tenth (1/20) of such dues or service fees from the first (20) regular pays, beginning in September and ending in June of each year and forward the dues/fees monthly to the LCEA designate. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by the following June.

- F. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for membership dues, or representation fee, the Board agrees promptly to disburse said sums to the Association's designate.
- G. All refunds claimed for deductions under such dues authorizations shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of any deduction made by the Board and paid to the Association, which deduction is by error in excess of the proper deduction.
- H. Any dispute between the Association and the Board which may arise as to whether or not an employee properly executed or properly revoked an authorization slip pursuant to this article shall be reviewed with the employed by a representative of the Board until the matter is resolved, no further deduction shall be made. The Board assumes no liability for the authenticity, execution or revocation of the authorization form.
- I. The Association agrees to indemnify and save the district including individual school board members and their agents, harmless against any and all fees, awards, claims, demands, costs, suits, judgment or other forms of liability which may arise out of or by reason of action taken by the district or its agents in complying with this article. If at any time this save harmless is declared unenforceable or void, the agency shop provision of this agreement shall be declared nugatory. The association has the right to choose legal counsel to defend any said suit or action.

VI. TEACHING HOURS AND CLASS LOAD

- A. The teaching day for all teachers shall start 15 minutes prior to the regularly scheduled school day and end 20 minutes after the regularly scheduled school day, except that on Fridays and the day before holidays the teachers may leave five minutes after dismissal. Teachers should be at their stations 15 minutes prior to the start of the school day and remain at their last hour station for 10

minutes at the conclusion of the school day. Teachers shall make themselves available for general staff meetings during the school year which will not last or extend beyond 3:45 P.M. In case of emergency, or for professional improvement, changes may be made for individual teachers at the discretion of the Principal.

- B. The normal teaching assignments in grades 7, 8, 9, 10, 11 and 12 shall be scheduled class periods and one unassigned preparation period of not less than 40 minutes in length. The preparation period shall be used for class preparation, correcting papers, assisting pupils, parent conferences and is not to be considered free time for personal or Association business. Teachers may be assigned other supervisory duties during the regularly scheduled day not to include the scheduled teacher's lunch period and/or the unassigned preparation period.

The Board shall provide a daily fifteen (15) minute recess period in the morning and a fifteen (15) minute recess period in the afternoon with non-teacher supervision for kindergarten through the fourth grade. The Board should provide two scheduled planned study hall periods Monday through Friday for all non-band students in the fifth and sixth grades with one fifth and one sixth grade teacher acting as study hall supervisors. The teachers not assigned to study hall on a particular day will use the time off for planning and preparation. In the event the Board cancels special classes due to financial difficulties, this section shall not continue in effect.

- C. If at any time during the life of the contract, the instructional hours of any student is below the minimum state requirement, the board and the Association agree to reopen this section of the contract.
- D. All teachers shall be entitled to a duty free lunch period of no less than thirty (30) minutes.
- E. A teacher engaged during the school day in negotiations or arbitration on behalf of the Association regarding Onsted teachers with any representative of the Onsted Board, shall be released from regular duties without loss of salary not to extend beyond two days.
- F. There shall be no overload assignments in High School and Middle School. (Definition: A teacher who takes an extra class for the semester for extra pay during the regularly scheduled school day - this does not include emergency substitutes.) No teacher in grades 7-12 shall be assigned more than six (6) teaching hours during the regularly scheduled school day. In the event a teacher is requested to teach in place of another teacher during his/her conference hour, the teacher will be compensated at the teachers hourly rate per Schedule A. This shall be voluntary unless in cases of emergency and opportunities will be assigned on a rotating basis. All teacher payments and time off will be recorded on time sheets and documented as established by the business office.
- G. The maximum load of elementary students is listed below. Elementary teachers whose assigned classes exceed 32 students shall be supplied with the services of an aide for two (2) hours per day to the maximum of 37. Beyond 37, the teacher shall be supplied the services of an aide at the rate of one (1) hour per day per student. Teachers who are assigned students identified on an IEPC will receive training in an effort to increase awareness for special education student needs

It is the board's intention that these special education inclusion students will be spread out among all sections unless mutually agreed upon.

Additional aides shall be supplied for full day sessions of developmental kindergarten and kindergarten classes which exceed 25 students - up to six (6) hours per day (based upon DK and K running full day sessions.)

Teacher aides shall be under the supervision of the teacher while in the class room and shall be under the general supervision of the building Principal.

The Board will provide inservice training for both teacher aides and the teachers who receive the services of the aides. Teachers who do not attend the inservice training sessions may be denied the services of an aide.

H. Pupil Teacher Ratio

1. **Elementary**

	Optimum	Maximum
Dev Kindergarten	16	22
Kindergarten	16	25
Junior Primary	16	22
First-Second Grades	16	35
Third-Sixth Grades	20	35

2. **Middle School-High School**

English	20	30
General Education	20	30
Mathematics	20	30
Science	20	30
Language	20	30
Business	20	30
Typing	20	30
Industrial Arts	15	20
Drafting	25	30
Vocational Shops	15	20
Homemaking	15	20
Music	30	--
Art	15	25
Physical Education	30	40
Health	20	35
Social Studies	20	30
Computer(grades 5-12)	20	30

No more than two students shall be assigned to a computer. This restriction does not apply to classes when the computer is used as a supplement.

3. **Special Education**

Mentally Impaired	10	15
Special Needs (local program)	10	12

4. **Pupil-Teacher Ratio - Average shall not be used to determine maximums.**

- I. In the Middle School and High School the Board of Education will strive to remain below the maxima as stated in G-2.

- J. During High School and Middle School exam week, two days shall be spent on review followed by two days of exams with teachers available to students in their classrooms. (The actual schedule is to be determined by the teachers and the administrators involved, these two days shall be 2/3 days.) The classroom learning environment will not be interrupted with public address announcements or bell sounds when teachers are administering semester exams, MEAP tests or high school proficiency tests except in cases of emergency.
- K. Parent-teacher conferences shall be scheduled for each semester for DK-8. There shall be one 2-hour afternoon session and one 3-hour evening session. There shall be one additional evening for DK-4 conferences paid at the hourly rate. Further, there shall be additional sessions for DK and K conferences as deemed necessary by the classroom teacher and the principal. Students shall be dismissed after the lunch period on days of parent-teacher conferences. These conferences shall be held the week following the first and third marking periods.

One evening parent-teacher conference shall be scheduled for each semester for grades 9-12. These conferences shall be held following the first and third marking periods. The High School will hold a 2-hour curriculum meeting or inservice in the afternoon and a 3-hour parent teacher conference in the evening.

Librarians shall not be required to attend these parent-teacher conferences.

1. The Board of Education shall have the right to suspend the parent-teacher conferences due to lack of funds.
2. All teachers in grades 7-12 shall attend parent class night as designated by the Board of Education.
3. All teachers in grades K-12 shall be required to attend one curriculum meeting per semester for their department or area of study. Meeting dates shall be scheduled during orientation.

VII. SPECIAL STUDENT PROGRAMS

- A. The parties recognize that some children have special physical, mental and emotional problems. Their presence in the regular classroom may interfere with the normal instructional program and place additional demands upon teachers. A teacher believing that there is this type of student assigned to his/her class room may request the student's transfer and shall present his/her reasons for such transfer to the principal. However, such transfer will be left to the discretion of the principal. The teacher may file a grievance if he/she feels the disposition of the matter is unsatisfactory. However, the Board's disposition shall not be subject to arbitration.
- B. The Principal shall recommend to the school social worker and all specialized personnel that they correlate special aid with the classroom teacher. Teachers who are assigned students identified on an IEPC will be afforded an opportunity to attend the initial and subsequent IEPC process of such students.

VIII. CURRICULA STUDIES

- A. Realizing the importance of change, the Board wishes to encourage the involvement of teachers in curriculum revisions within the school.

In order to facilitate this action, each building Principal may form committees in the various subject areas to be studied.

Recommendations of each committee shall be presented to a general curriculum committee composed of representatives of the subject areas, representatives of the Board of Education and administration.

Decisions of this group shall be presented to the Board of Education for their study.

The Board's decision shall be submitted to the general curriculum committee.

Representatives to this committee shall be designated no later than October 1st of each year.

- B. No less frequently than every four years (commencing in 1973-1974), the Board shall establish a committee consisting of no less than two representatives each (representation to be equal) from the administration, teaching staff and Board of Education, to review the existing requirements for graduation from Onsted High School.

The committee shall present their recommendations to the Board of Education, and the resulting Board action on the recommendations will be recorded.

IX. TEACHING CONDITIONS

- A. The parties recognize that optimum school facilities are desirable for both students and teachers to insure high quality education which is the goal of both parties. The primary duty and responsibility of the teacher is to teach, and the organization of the school day should be directed toward insuring that the energy of the teacher is utilized to this end.
- B. 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 and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools.
- C. The Board agrees to make available in each school adequate typing and duplicating facilities and clerical personnel to aid teachers in the preparation of instructional material.

THE BOARD SHALL PROVIDE:

- 1 Each teacher in the school system with a lockable drawer space large enough to file exams and papers,
- 2 Suitable space for each teacher to store coats, overshoes and personal articles,
- 3 Adequate storage space in each room for materials,
- 4 Copies, exclusively for the teacher to use, of all texts in each course he/she is to teach,
- 5 A dictionary in every classroom,
- 6 Adequate attendance books, paper, pencils, pens, chalk, erasers and other materials required in daily teaching,

7 Work areas shall be provided for teachers during conference periods.

- D. The Board shall make available rest room and lavatory facilities exclusively for teacher use. Also, there shall be one room, appropriately furnished with desk and chair and facilities for use of an electric coffee maker if desired, which shall be reserved for use as a faculty lounge. Provision for such facilities shall be made in all future buildings.

The Association will maintain adequate professional decorum in rooms designated as faculty lounges.

- E. Telephone facilities shall be made available to teachers for school business. Teachers should limit their personal calls, and the school must be reimbursed for all personal long distance calls.
- F. Adequate parking facilities shall be provided and identified exclusively for teacher use. The Board shall provide personnel to police these facilities at least once each morning and once each afternoon and shall take immediate steps to remedy any violations. The Association will furnish identification.
- G. Elementary teachers may use, as they desire, any released time accorded them by dismissal of their students or by assignment of a special teacher to their room.
- H. Recognizing that efficient use of employed teachers is of the utmost importance to the district and will most benefit the students, there shall be no double assignments of teachers unless team teaching is being used.
- I. At the conclusion of each school year, the teacher shall present a written evaluation of his/her program and recommendations for improvement.
- J. General announcements to students will be limited to three times per day except in cases of emergency. The times for the announcements will be given to the teachers at the first meeting of the year.

X. PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

- A. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a Bachelor's Degree from a college or university approved for teacher candidacy by the State of Michigan and a Provisional, Permanent or Continuing Certificate. This shall apply to all contract teachers.
- B. All teaching personnel must file a copy of a birth certificate with the Board at the time of employment; or in lieu thereof, such person shall file other reasonable proof of date of birth.
- C. Teachers holding degrees shall maintain a program to fulfill State requirements for Permanent or Continuing certificates and are encouraged to show evidences of further advancement by means of resident study, correspondence work, travel, participation in professional faculty study groups and similar means of professional growth.
- D. Substitute teachers with less than a Bachelor's Degree, who are eligible only for the Michigan Substitute Permit, shall be employed by the Board on a day to day substitute basis.
- E. Each teacher must submit his/her Social Security number to the Board.
- F. Teachers shall not be assigned outside the scope of their teaching certificate and their major or minor fields unless a waiver is granted by the Department of Education.

If the district becomes North Centrally accredited, then teachers in grades 7 and 8 must be certified to teach at that level and must have either a major or minor in the subject area taught.

The district will pay for the cost of tuition upon completion of courses taken by teachers to meet the North Central standards. The classes will be mutually agreed upon by the Board and the teacher. Teachers will be given three (3) years in which to comply.

- G. All teachers shall be given notice of their tentative schedules for the forthcoming year no later than 30 days prior to their departmental budget deadline. In the event that changes in such schedules are proposed, all teachers so affected shall be notified. All teachers shall be given written notices of their schedules for the forthcoming year no later than the first Friday in August. In no event will changes in teachers' schedules be made later than the 15th of August preceding the commencement of school unless an emergency situation arises. A teacher filling a vacancy after the budget has been determined for that vacancy would of necessity have to accept said budget for that fiscal year. All teachers shall receive a copy of the master contract. All high school teachers shall receive a copy of the master schedule by Friday before school starts from the building Principal.
- H. The Board and the Association recognize the desirability of multi-ethnic representation on the teaching faculty.
- I.
 - 1. All teachers will be expected to supervise one student activity per semester.
 - 2. During the changing of classes, teachers should make themselves available in their teaching areas. All teachers shall be responsible for supervision of students. Noted infractions of school policies and rules shall be reported to the building Principal.

J. ATHLETICS AND COACHING

- 1. All coaching assignments shall be made by the Athletic Director with the approval of the Board of Education.
- 2. Coaching positions and assignments are non-tenure assignments. The Board's determination not to appoint or reappoint any individual to a coaching assignment shall not be subject to arbitration.
- 3. Coaching and athletics shall be under the supervision of the Athletic Director.

K. ADDITIONAL IN-SERVICE AND/OR WORK SESSIONS

- 1. Up to two (2) additional teacher days (9 a.m. - 3 p.m.) may be scheduled for the purpose of inservice, work sessions, etc. for a part of or the entire faculty. Teachers shall be paid \$100 per day for each day.
- 2. These days must be during the week preceding the start of the school year. If scheduled at a different time, the Superintendent and Association will mutually agree to a date. Advance notice of no less than three (3) months shall be given to teachers required to attend these sessions.

L. ADDITIONAL IN-SERVICE AND/OR WORK SESSIONS

- 1. Up to two (2) additional teacher days may be scheduled for the purpose of in-service, work sessions, etc. for a part of or the entire faculty.
- 2. The teachers shall be paid their per diem rate of pay for each day.

3. Advance notice of no less than six (6) months shall be given to teachers required to attend these sessions.

XI. TRANSFER

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building or position shall be in writing on forms furnished by the Board - one copy of which shall be filed with the Supervising Principal and one copy with the Superintendent. The applicant shall set forth the reason for transfer, the school, grade or position sought and the applicant's academic qualifications. Such requests shall be renewed once each year to assure active consideration by the Superintendent.
- B. An involuntary transfer will be made only in case of emergency or to prevent disruption of instructional programs. The Principal shall notify the affected teacher of the reasons for such transfer. If the teacher objects to transfer for the reasons given, the dispute may be resolved through the professional grievance procedure.

XII. VACANCIES AND PROMOTIONS

- A. The Association recognizes that when vacancies occur three weeks prior to the start of or during the school year, it may be difficult to fill them from within the district without disruption to the existing instructional program. If the Superintendent, in his reasonable judgment so determines, such vacancies may be filled on a temporary or tentative basis until the end of the current school year at which time the position will be considered vacant. A vacancy shall be defined for the purpose of this agreement as a position unfilled.
- B. The Board declares its support of a policy of filling vacancies from qualified teaching personnel within the district. Whenever a vacancy arises, the Superintendent shall promptly post notice of such vacancy on a bulletin board in each school, for no less than three weeks before the position is filled and notify the Association in writing that this position is being posted.

Vacancies shall be filled on the following basis:

- 1 Experience - number of years in position
- 2 Competency - satisfactory performance
- 3 Qualifications - educational background, training outside of district and certification
- 4 Length of service in district - total years of service in district
- 5 Seniority - total years of continuous service

When experience, competency, qualifications and length of service are substantially equal, the applicant with greater seniority shall be selected to fill the vacancy. Any new position shall be posted with an accompanying job description. The most highly qualified applicant for a particular vacancy will be selected by the district; however, when in the determination of the district, qualifications of both internal and external applicants are equal the internal applicant with the most seniority will be granted the position.

XIII. TEACHER EVALUATION AND PROGRESS

The parties recognize the importance and value of developing a procedure for assisting and evaluating the progress and success of both newly employed and experienced teaching personnel. Therefore, the following procedure has been agreed to in an effort to accomplish these goals.

- A. Teachers will be informed on the first teacher work day of the school year of specific effective teaching criteria upon which they will be evaluated. A written copy of the district's criteria agreed to by the parties shall be distributed to each teacher.
- B. A district administrator will orient the teachers to the district's specific effective teaching criteria, and will present an analysis of a model lesson design on the first teacher work day of the school year. It is understood that a particular lesson or lesson plan may not include all the components of a model lesson design.
- C. Tenure teachers shall be evaluated no less than once every three years.
- D. A district administrator will conduct a pre-observation conference which will review again the evaluation process and preview the day's lesson objectives, place in course, teaching/learning activities, teaching behaviors, methods of measuring learning and any other behaviors the teacher might want monitored. This pre-observation conference will be held two (2) school days prior to the formal observation.
- E. A district administrator will conduct an open classroom observation of not less than one (1) class period at the secondary level and one (1) teaching lesson within fifty (50) consecutive minutes at the elementary level. No evaluation observation shall unduly interfere with the normal teaching-learning process. All classroom monitoring or observation of the performance of a teacher for evaluative purposes shall be conducted openly and with the full knowledge of the teacher.
- F. Within five (5) school days of an observation, the teacher will have a post-observation conference with the evaluator to discuss the observation. If an administrator believes a teacher is doing satisfactory work, a discussion will take place in the conference reinforcing the strengths of the teacher's performance. Within seven (7) school days of the conference, a written teacher performance evaluation will be given to the teacher. At the teacher's request, a final personal conference may be held within five (5) school days of receipt of the written evaluation. If an administrator believes a teacher is doing unsatisfactory work, the reasons and specific ways in which the teacher is to improve, and the assistance to be given by the administrator will be discussed with the teacher and reflected in a written job improvement target plan. The teacher may submit a response to the plan which shall be attached to the plan. A period of forty-five (45) teaching days will be granted in order to improve the teaching performance during which time conferences between the administrator and teacher will take place. The teacher shall have the right of representation in any conference.

(The following section G does not apply to a first year probationary teacher who has been through the 45 day job improvement target plan when a decision has been made for non-renewal.)

- G. Following the expiration of the above mentioned period, if the teacher has not improved, a copy of the written job improvement target plan will be placed in the personnel file, and a written teacher performance evaluation will be given to the teacher, diagnosing the teacher's deficiencies. An intensive assistance program, prescribing further requirements, shall be instituted.
- H. The intensive assistance program will include the specific areas of deficiencies, a prescription for improvement, a set time limit of no less than one hundred thirty five (135) teaching days to correct the deficiencies, and precise consequences should the teacher fail to attain the level of improvement prescribed by the administration.

- I. All administrators involved in observations/evaluations shall be trained in the techniques and criteria to be used in the evaluation process.
- J. In accordance with Public Act 335 of 1993, Section 1426, for the first 3 years of employment in classroom teaching, a teacher shall be assigned 1 or more master teachers, or college professors or retired master teachers who shall act as a mentor or mentors to the teacher. The building principal shall make the assignment(s). The Mentor Teacher assignment shall be subject to review by the Mentor Teacher and the Mentee after each semester. Either the Mentor Teacher or the Mentee may terminate the relationship at that time. Participation as Mentor Teacher is voluntary.

The building principal shall publish a listing of mentors and mentees annually.

The Mentor Teacher shall not be involved in evaluating the Mentee. A Mentor Teacher shall receive \$150 per semester for being a Mentor Teacher. The Mentee shall be paid \$50 per day if the fifteen (15) professional development days required by P.A. 335 are not within the parameters of the regular workday and work year.

- K. By the end of each probationary year, a final written evaluation report shall be furnished to the Superintendent covering each probationary teacher. Attempts will be made to furnish this report by April 15th. A copy shall be furnished to the teacher and the Association. If the report contains any information not previously made known to and discussed with the probationary teacher, the probationary teacher shall have an opportunity to submit additional information to the Superintendent. The non-renewal of a probationary teacher shall not be subject to arbitration. The grievance procedure shall not apply to those areas covered by the Tenure Act, including, but not limited to the discharge and/or demotion of a tenure teacher.
- L. The Board agrees that evaluations shall not be used as punishment, discipline or reprimand; however, the process outlined above shall not be interpreted as punishment, discipline or reprimand. It is understood and agreed by the parties that the evaluation procedure is subject to the grievance procedure. It is expressly understood that the evaluation of the teacher and the criteria used to evaluate the teacher are not subject to the grievance and arbitration procedure.
- M. In the event the teacher feels an evaluation is unjust, he/she may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her personnel file.
- N. Commencing in the 1997-98 school year, the Board shall establish a committee to study the instrument used to evaluate the teaching staff. The committee shall be composed of two representatives each from the teaching staff, the administration and the Board of Education.

Upon completion of the study, the committee shall present their recommendations to the Board of Education, and the resulting Board action on the recommendations will be recorded.

The committee will meet every four (4) years for the purpose of reviewing the evaluation instrument.

XIV CALENDAR - ACT OF GOD DAYS

- A. For the term of this agreement, the annual school calendar (Appendix A) shall coincide as nearly as possible with the Intermediate School District calendar. The school calendar shall consist of:

Year	Student Days	Teacher Prep Days	Record Days	Staff Dev Days	Total Days
1997-1998	181	1	1	1	184
1998-1999	182	1	1	2	185
1999-2000	183	1	1	2	186

The total annual salary of each teacher is based upon the total number of days scheduled. If the Onsted Schools are canceled because of an Act of God during the week of final exams and there has been at least one (1) other Act of God cancellation during the first semester, final exams will be given the Friday morning of that week and records day will be held in the afternoon of said Friday. The second semester will begin the following Monday. In the event the first Act of God day occurs on a scheduled exam day, exams will be administered on Records day with Records Day being moved to the subsequent Monday.

In the event additional instructional days become necessary the first days to be used for makeup will be mid-winter break. If within two (2) weeks of mid-winter break, additional makeup days are not necessary the mid-winter break will remain as scheduled.

- B. Should a closing occur because of conditions not within the control of school authorities require the scheduling of additional days of student instruction, because previously scheduled days could not be counted to meet State minimum student attendance requirements, the days shall be made up at the end of the school year unless negotiated differently.
- C. If, at any time during the life of this Agreement, it becomes lawful to count as days of pupil instruction, days when pupil instruction is not provided due to conditions not within the control of school authorities, such as due to inclement weather, fires, epidemics or health conditions, it is agreed that the following school closing provision shall become immediately effective:

When an Act of God or an employer directive forces the closing of a school or other facility of the employer, bargaining unit members shall be excused from reporting to duty without loss of pay. Days lost due to school closing under the foregoing circumstances shall not be rescheduled.

To the extent that any other provision of the collective bargaining agreement such as the school closing provision, school calendar or the like shall be inconsistent with the foregoing, such provisions shall be null and void as to the extent of the inconsistency.

XV. CONTINUITY OF OPERATIONS

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this agreement. The Association accordingly agrees that it will not, during the period of this agreement, directly or indirectly engage in or assist in any strike, as defined by Section I of the Public Employment Relations Act.
- B. Nothing in this article shall require that the Board keep the schools open in the event of severe or inclement weather or otherwise when prevented by an Act of God. When the schools are closed to students due to the above conditions, teachers shall not be required to report for duty.

XVI. LEAVES

A. Illness or Disability

At the beginning of each school year, each teacher shall be credited with twelve (12) sick days sick leave allowance to be used for absences caused by illness or disability of the teacher. The unused portion of such allowance shall accumulate from year to year but at the end of the year, the maximum number carried over to the following year is sixty-seven (67) days except those teachers having more than 67 days prior to September 1, 1975. Unused business days shall be added to the accumulative sick days. The building secretary shall furnish a written statement at the end of each school year setting forth the total sick leave credit to be carried over to the following year.

Teachers who have accumulated sixty seven (67) sick leave days at the beginning of a school year who use some of the sick leave days prior to becoming eligible for L.T.D. will be credited for the full 67 sick leave days if they are placed on long term disability in that school year.

If a teacher having met the requirements for terminal leave pay, exercises that provision of the contract, the maximum sick leave days accumulation used to determine the rate of terminal leave pay shall not exceed sixty seven (67) days or the grandfathered maximum at the beginning of that school year.

Unused sick day and personal business day payout for those days over 67 will be at \$40/day provided the employee does not use more than 5 days combined in that year and will be paid out at the end of the school year.

1. A teacher who is unable to teach because of personal illness or disability, and who has exhausted all sick leave available, shall be granted a leave of absence without pay for the duration of such illness or disability up to one year, and the leave may be renewed each year upon written request by the teacher.
2. A teacher on leave covered by L.T.D. shall have the option to return to his/her present position during the year of his/her taking leave plus a first full school year after his/her leave began. After this time, a position must be available for which he/she is qualified before he/she may return to the staff.

3. A teacher reporting for duty at the beginning of his/her work period who is forced to leave because of illness or accident after two hours of duty will be considered absent for sick leave purposes for one half (1/2) day. If forced to leave one and one half (1 1/2) hours after the beginning of the afternoon session, he/she is considered present for the entire day, and no deduction of salary or sick leave shall be made,
4. Following a prolonged or serious illness, the teacher shall, on request of the Superintendent or the Board of Education, present a doctor's certificate certifying he/she is capable of returning to work.
5. A teachers who is absent from school and does not call in prior to 7:15 A.M. may have one day's salary deducted from his/her pay except in case of emergency.
6. A teacher may be required to submit to a physical examination by a physician upon request by the superintendent.
7. A teacher proven guilty of using sick leave days, as defined in the contract, for purposes other than illness will be dismissed as an employee of the Onsted Schools.
8. A teacher shall be required to furnish medical certification of his/her continued ability to perform his/her duties as often as the Board may, in its discretion, request.

B. Leaves of absence with pay, chargeable

against the teacher's sick leave allowance, shall be granted for the following reasons:

1. A maximum of five (5) days per school year for a critical illness in the immediate family. (spouse, parents, children or equivalent).
2. One day when emergency illness in the immediate family requires a teacher to make arrangements for necessary medical or nursing care.
3. The time necessary for the conducting of personal medical attention which cannot normally be handled outside school hours, such as medical and dental appointments which cannot be made at any other time.
4. In an emergency situation the teacher may apply to their administrator for additional sick days for family (spouse, parents, children or in-laws) illness. These days shall not exceed 12 days.

C. Leaves of absence with pay,

not chargeable against sick leave allowance of the teacher shall be granted for the following reasons:

1. At the beginning of every school year each teacher shall be credited with two (2) days to be used for personal business. Personal business is interpreted to ~e legal or business matters which cannot be conducted outside regular school hours. A teacher may be entitled to one (1) additional personal business day upon request, stating the nature of the business to be transacted and upon prior approval by the administration. This one (1) personal business day may be granted at the discretion of the administration whose decision shall be final and not subject to the grievance procedure. Personal business days must be requested by said teacher five (5) days in advance. In cases of emergency,

the administration may waive the advance request period. Personal business days shall not be granted on the last work day prior to a school recess or the first work day of school after a school recess. Personal business days may not be used for social, recreational, travel or other nonessential reasons.

2. The maximum of five (5) days per school year for a death in the immediate family. (spouse, children, parents, brothers, sisters or equivalent)
3. When a teacher is called for jury service, the compensation shall be the difference between the daily wage and the amount received for jury service.
4. Two teaching days shall be granted for court appearance in any case connected with the teacher's employment or whenever a teacher is subpoenaed to attend any proceeding, except that this provision shall not apply in the event a teacher is requested or subpoenaed by the L.C.E.A., O.E.A., M.E.A.-N.E.A. to appear in any proceeding.

D. Leaves of absence without pay

shall be granted upon application for the reasons listed in sections D through J which follow:

1. Study related to the teacher's license field.
2. Study to meet eligibility requirements for license other than that held by the teacher. A teacher under contract by the Board shall be considered on leave of absence for any time spent in the district to meet requirements for provisional certification, or any special certification continuations the state may allow.
3. Study, research or special teaching assignment involving probable advantage to the school district.
4. Leaves of absence in this section shall not exceed one year.
5. When the leave of absence is for one (1) year, the teacher shall return to the same step on the salary schedule as prior to said leave. If the leave of absence is for less than one (1) year, a teacher completing ninety (90) days shall be placed on the next higher step on the salary schedule. A teacher completing less than ninety (90) days shall return to the same step as prior to said leave.

E. Military leaves of absence

1. Military leaves of absence shall be given any teacher who shall be inducted or shall enlist for military duty to assure choice of branch of service into the Armed Forces of the United States.
2. Sick days accumulated prior to entrance into service will be retained in their account. Increment benefits not to exceed two years shall be granted upon return to the district up to the number of years allowable for outside experience.

F. Association

Onsted teachers who are officers of the L.C.E.A. shall, upon proper application, be given a leave of absence without pay not to exceed two days per year for the purpose of performing duties of the Association.

G. General

1. Upon written request of a teacher, the Board of Education may grant a leave of absence for a period not to exceed one year, subject to renewal at the will of the Board. When the leave of absence is for one (1) year, the teacher shall return to the same step on the salary schedule as prior to said leave. If the leave of absence is for less than one (1) year, a teacher completing ninety (90) days shall be placed on the next higher step on the salary schedule. A teacher completing less than ninety (90) days shall return to the same step as prior to said leave.
2. A teacher whose leave of absence will be terminated must notify the Board of his/her intentions not less than sixty (60) days prior to July 1st of the school year for which he/she is on leave. Failure to notify the Board of said intentions will denote his/her resignation from the faculty.

H. Professional and Association Leave

Teachers may submit to their building Principal application for a professional or Association leave which will be referred to the Board of Education for consideration of approval.

The Board of Education may approve visitations at other schools, attendance at educational conferences, conventions or Association meetings.

The application will be submitted to the building Principal.

The Board may provide under approved circumstances, the necessary funds for teachers who desire to attend selected professional conferences. Application should be submitted to the Principal.

I. Maternity and Child Care Leave

1. Upon application, maternity leave without pay shall be granted to any member of the bargaining unit who becomes pregnant. Such leave shall begin at a time determined by the teacher, after medical verification of pregnancy, and shall continue for the duration of the pregnancy and postpartum recovery at which time the teacher shall return to her duties or commence an unpaid child care leave as provided below, or
2. Any pregnant teacher who continues to perform her duties until she becomes physically disabled by her pregnancy or childbirth shall be entitled to utilize her accumulated sick leave for the period of disability caused by a pregnancy or childbirth under the terms of Article X. Should accumulated sick leave be exhausted prior to recovery from such disability, the teacher will be placed on unpaid disability leave as provided in Section A. of this article.
3. In order to obtain a maternity leave, notification of pregnancy will be filed with the Superintendent four months prior to the expected date of delivery along with a statement of pregnancy from her physician. At this time, the teacher shall submit a written request for maternity leave.
4. The teacher will specify the beginning and ending dates of the leave of absence, which will correspond as nearly as possible with the beginning or ending of a school semester or grading period.

5. A teacher may make application for reinstatement prior to expiration of said leave or extension of said leave. However, the Board reserves the right to approve or disapprove each application on the basis of each individual case.
6. Upon return from such leave, a teacher will be assigned a teaching position for which she is qualified.
7. When the leave of absence is for one (1) year, the teacher shall return to the same step on the salary schedule as prior to said leave. If the leave of absence is for less than one (1) year, a teacher completing ninety (90) days shall be placed on the next higher step on the salary schedule. A teacher completing less than ninety (90) days shall return to the same step as prior to said leave.
8. The teacher shall be eligible to return from maternity leave upon filing a physician's statement that she is physically fit for full time employment.
9. To receive sick leave payments, the teacher must perform all duties until physically disabled and return to service as soon as physically able to perform all duties as certified by her physician.
10. For all sick leave days claimed, the teacher must have a physician's certificate verifying physical disability which prevents her from fulfilling her teaching responsibilities.
11. The teacher shall provide in writing a syllabus for the duration of the absence in order to maintain curricular continuity through the substitute, except in emergency situations.
12. Upon application, a child care leave without pay shall be granted to any member of the bargaining unit for the primary care of a dependent infant child. In the case of pregnant women, the child care leave shall commence at the conclusion of the maternity leave provided in No. 1 above or the conclusion of the period of disability should the teacher elect to utilize paid sick leave.

If the birth of the child occurs during the school year, the child care leave shall be for the remainder of the semester during which the child was born or up to two additional semesters, at the employee's discretion. If the birth occurs during the summer, the child care leave shall be for up to two semesters at the employee's discretion.

Return will be made only at the beginning of a semester or a grading period unless a staff vacancy occurs earlier and she/he is qualified to fill that position.

Other circumstances which warrant earlier re-employment may occur, and these will be considered as they occur.

The teacher requesting child care leave must request said leave at least four (4) months prior to the expected date of delivery, and the above provisions 5, 6 and 13 shall also apply to the child care leave.

J. Family Medical Leave Act.

As prescribed and required by the FMLA, the Employer will provide insurance benefits as per Article XIII of this Agreement. Before allowing any leaves for medical purposes under the FMLA, the employer may require the employee to obtain a second and/or third medical opinion or provide any necessary documentation for the need for such a leave from an Employer appointed physician. Any second or third opinion not covered by insurance will be paid for by the Employer. The employee may elect to use paid leave time accrued while on a FMLA leave. Any alleged Employer

violations of the FMLA shall be dealt with under the procedures set up in the FMLA and will not be subject to the grievance procedure contained herein.

K. Sabbatical Leave

1. Teachers who have been employed for seven (7) years shall be granted a sabbatical leave for one year upon request.
2. A teacher, upon return from a sabbatical leave, shall be restored to his/her former position or to a position of like nature and status, and shall receive the benefits as defined in section 572 of the School Code of 1955.
3. Not more than 5% of the teaching staff shall be placed on sabbatical upon request.
4. A one-year credit on the salary schedule will be given to teachers on sabbatical leave provided this time is used for professional improvement in his/her teaching area.
5. A sabbatical for a full time teaching position or a full time position in a non-related field may only be granted at the discretion of the board.

L. Terminal Leave

A teacher who has ten (10) years of continuous service in the Onsted Community Schools shall be granted 18% of his or her accumulated sick leave to be paid as a termination bonus. The rate will be based on the teacher's daily rate of the last year of which the teacher was actively working in the district.

M. Return From Leave

Teachers returning from any leave must notify the board sixty (60) days prior to July 1st.

If an individual bargaining unit member is scheduled for a paid leave day, e.g. sick leave, personal business day, Association leave, or any other leave with pay and the district is closed, then the individual will receive pay for the day in question and the leave day will not be deducted from the employees credited days. However, if the employee is on an unpaid leave, the individual will not receive pay.

XVII. SPECIAL AND STUDENT TEACHING ASSIGNMENTS INCLUDING SUBSTITUTES

- A. Assignments for Adult Education, Driver Education and Summer School programs will be made by the Superintendent on the basis of teacher application. Due consideration will be given to tenure teachers possessing Permanent Certificates or Continuing Certificates regularly employed as full time teachers in the district during the normal school year. Compensation shall be as set forth in Schedule A.
- B. The Principal agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call to report unavailability for work. Once a teacher has reported such unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

- C. Supervisory teachers of student teachers shall be tenure teachers with no less than a Permanent Certificate or Continuing Certificate and five years teaching experience. They shall be regularly employed full time teachers who voluntarily accept the assignment. These supervisory teachers of student teachers shall not be considered as supervisors under Public Act 379, 1965.
- D. Supervisors of student teachers shall work directly with the university or college program coordinator and the Principal to assist in developing opportunities for the student teachers to observe and practice the arts and skills of the profession.
- E. The Board agrees to make available to the supervising teacher, a copy of the most recent accrediting report, texts, teachers' guides, building and district policies and a copy of this agreement to assist the student teacher.

XVIII. PROFESSIONAL BEHAVIOR

- A. The Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.
- B. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the profession and create undesirable conditions in the school. The Board, in recognition of the concept of progressive correction, shall notify the teacher in writing of alleged delinquencies, indicate expected corrections, and indicate a reasonable period for such corrections. Alleged breaches of discipline of the Code of Ethics of the Education Profession shall be reported promptly to the offending teacher.
- C. Teachers are expected to comply with all reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well being.
- D. Reprimanding of a teacher by an administrator shall not be done in the presence of students. The teacher shall have the right to have an official representative of the Association present at any reprimand, except in case of emergency or except when the situation warrants.

XIX. STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance and control of discipline in the classroom.
- B. A teacher may exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in class intolerable. In such cases, the teacher will furnish the Principal, as promptly as his/her teaching obligations will allow, full particulars of the incident in writing.
- C. Any case of assault upon a teacher shall be promptly reported to the Board of Education or its designated representative. The Board may provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- D. If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of his/her employment, the Board may provide legal counsel and render all necessary assistance to the teacher in his/her defense.

- E. Time lost by a teacher in connection with any incident mentioned in this article may not be charged against the teacher with the teacher's pay continuing to the time of the teacher qualifying for monthly long term disability or weekly workers compensation..
- F. Any complaint by a parent of a student directed toward a teacher shall be made known to that teacher by his/her Principal. When there are parent contacts in person at the school involving complaints and handled by the Principal without involving the teacher, the teacher shall be informed, naming the student and the situation and shall be informed as to the disposition of the complaint.

XX. REDUCTION OF PERSONNEL

A. REDUCTION

- 1. In the event that this district shall be combined with one or more districts, the Board will use its influence to persuade the new organization to retain the present staff members.
- 2. In considering staff reduction, the rights of the teacher as per the tenure law will be observed.
- 3. Non-tenure teachers employed in the school system at the time of reduction of personnel will be given first opportunity for re-employment after the qualified tenure teacher. In the event that a reduction of personnel shall become necessary, the Board of Education shall retain those teachers with the longest period of continuous service in the school district and who are qualified to teach in those subject areas to be retained.
- 4. Seniority shall be defined as total years of continuous service to the Onsted School District in positions that require teacher certification. Unpaid leaves of absence shall not count towards seniority, but shall not be construed to be a break in continuous service. A current seniority list shall be made available to the Association at the beginning of each school year.

When one or more certified staff have the same total years of continuous service, seniority will be defined as the earliest date of official hiring. Hiring means the date of Board of Education approval.

Effective August 29, 1983, no new administrators (not presently employed in the system) shall be placed on the seniority list, and current administrators shall be credited only one half (1/2) their service as administrators towards seniority accumulation.

B. REHIRING

- 1. In the event of layoff, the Board of Education will recall teachers in reverse order of layoff as provided for in the Tenure Act, Provided the teachers are certified and qualified for the position..
- 2. In the event of layoff, the Board will make every effort to insure that separated personnel may be placed in other teaching situations.
- 3. Employees who are notified of recall by registered letter and fail to respond within ten (10) days, or who fail to report to duty within twenty-one (21) days of such recall notice shall be considered as resigned.

C. QUALIFICATION

1. Elementary level (DK-6) teachers must hold a valid elementary certification or equivalent. In the areas of music, special education, Spanish, early childhood, library, reading, physical education, computers, and counseling, etc., a special endorsement will be required.
2. In grades 7 and 8 a teacher must hold a major or minor within the subject area with either elementary or secondary certification or equivalent or subject matter experience.. In the areas of music, vocational education, computers, special education, library, and counseling, etc., a special endorsement will be required.
3. In grades 9 through 12 a teacher must hold a valid secondary certification or equivalent with a major or minor in the subject area. In the areas of music, vocational education, computers, special education, library, and counseling, etc., a special endorsement will be required.

XXI. PROFESSIONAL GRIEVANCE PROCEDURE

- A. An allegation by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provisions of this agreement, may be processed as a grievance as hereinafter provided,
- B. In the event that a teacher believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with his/her building Principal either personally or accompanied by his/her Association representative.
- C. If, as a result of the informal discussion with the building Principal, a grievance still exists, he/she may invoke the formal grievance procedure through the Association. The grievant must file the formal grievance within 30 days of occurrence on the form set forth in the Appendix C signed by the grievant and a representative of the Association, which form shall be available from the Association. A copy of the grievance form shall be delivered to the Principal. If the grievance involves more than one building, it may be filed with the Superintendent.

D. STEP I

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

E. STEP II

If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) calendar days of such meeting (or ten (10) calendar days from the date of filing, whichever shall be later) the grievance shall be transmitted to the Superintendent. Within seven (7) calendar days, the Superintendent shall meet with the Association on the grievance. The Superintendent shall indicate his/her disposition of the grievance in writing within five (5) calendar days of such meeting and shall furnish a copy thereof to the Association.

F. STEP III

If the Association is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within five (5) calendar days of such meeting (or ten (10) calendar days

from the date of filing, whichever shall be later), the grievance shall be transmitted to the Board by filing a written copy thereof with the secretary or other designee of the Board. The board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be later, shall meet with the Association on the grievance. Disposition of the grievance in writing by the Board shall be made no later than seven (7) calendar days thereafter. A copy of such disposition shall be furnished to the Association.

G. STEP IV

- If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator, mutually acceptable to the parties. If the parties cannot agree as to the arbitrator within five (5) calendar days from the notification date that arbitration will be pursued, the arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party.
- H. The arbitrator shall have no power to alter, add to, or subtract from, the terms of this agreement. Both parties agree to be bound by the award of the arbitrator and agree that the judgment thereon may be entered in any court of competent jurisdiction.
 - I. The fees and expenses of the arbitrator shall be shared equally by the parties.
 - J. 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 15th of any year, and the strict adherence to the time limits may result in hardship to any party, the parties shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
 - K. Notwithstanding the expiration of this agreement, any claim of grievance arising thereunder may be processed through the grievance procedure until resolved.

XXII. MISCELLANEOUS PROVISIONS

- A. This agreement shall constitute the full and complete commitments between both parties, and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this agreement.
- B. Any individual contract between the Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this agreement. Any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this agreement. If an individual contract contains any language inconsistent with this agreement, this agreement, during its duration, shall be controlling. The Board shall not solicit execution of any individual contract at such time or in such manner as shall constitute an unfair labor practice under the Michigan Public Employment Relations Act.
- C. This agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.
- D. If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found to be contrary to law, then such provision 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.
- E. A copy of the Professional Agreement between the Onsted School District and the Lenawee County Education Association will be jointly edited by the negotiating teams. Copies of this agreement

titled "PROFESSIONAL AGREEMENT BETWEEN THE ONSTED SCHOOL DISTRICT AND THE LENAWEE COUNTY EDUCATION ASSOCIATION, AFFILIATED THE O.E.A., M.E.A.-N.E.A." will be printed at the expense of the Board within 30 days after the agreement is signed.

A copy shall be presented to each teacher now employed and those hereafter employed. Additional copies will be furnished to the Association for its use at cost.

XXIII NEGOTIATION PROCEDURE

- A. Representatives of the Board and the Association's negotiating team may meet on the first Tuesday of alternate months, by request of either party to discuss any problems that may arise. These meetings are not intended to bypass the grievance procedure.
- B. Each party shall submit to the other, on or before Friday prior to the meeting, an agenda covering the items they wish to discuss.
- C. The Association shall designate teachers to act as Association representatives. The Principal and the Association representatives shall meet at least once each month for the purpose of reviewing the administration of the contract and to resolve problems which may arise. These meetings are not intended to bypass the grievance procedure.
- D. Between March 1st. and March 15th, the parties shall initiate negotiations for the purpose of entering into a successor agreement.
- E. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- F. There shall be three signed copies of the final agreement for the purpose of record; one retained by the Board, one by the Association and one by the Superintendent.

XXIV INSURANCE

- A. The Board of Education shall provide to each teacher full family MESSA PAK medical insurance coverage annually. A MESSA PAK will include the following specifications:

Plan A (Capped at \$600 1997-98, \$660 1998-99, \$726 1999-00)

Super Care I
Long Term Disability \$3,000 Maximum
12,000 Life with AD&D
VSP 1
Delta Dental 80/80/50:\$500

Plan B (Capped at \$146, 160, 176)

Same as above without health-employee waives health insurance
Cash stipend/IRS Section 125 plan (employee can opt to place in annuity).

It is the employee's responsibility to be properly enrolled with the carrier of his/her choice to be eligible for coverage. Double coverage will not be allowed.

XXV RETIREMENT

Please refer to Board Policy for current early retirement incentive plan.

Teacher Salary Schedule

	1997-1998		1998-1999		1999-2000	
	B. A.	M.A.	B. A.	M.A.	B. A.	M.A.
0	27,923	29,703	28,691	30,520	29,480	31,359
1	29,012	30,950	29,810	31,802	30,630	32,676
2	30,144	32,250	30,973	33,137	31,825	34,049
3	31,319	33,605	32,181	34,529	33,066	35,479
4	32,541	35,016	33,436	35,979	34,355	36,969
5	33,810	36,487	34,740	37,490	35,695	38,521
6	35,129	38,019	36,095	39,065	37,087	40,139
7	36,499	39,616	37,502	40,706	38,534	41,825
8	37,922	41,280	38,965	42,415	40,036	43,582
9	39,401	43,014	40,485	44,197	41,598	45,412
10	40,938	44,821	42,063	46,053	43,220	47,320
15	44,131	48,585	45,344	49,922	46,591	51,294
20	46,558	50,626	47,838	52,667	49,154	54,936
25		52,752		54,879		57,244

XXVI PAYMENT FOR ADVANCED DEGREES

- A. The Board of Education agrees to pay all teachers who have been in the system two years a special gratuity of forty dollars (\$40) per semester hour for all hours beyond permanent certification and/or continuing certification required to attain the Masters Degree. This will be paid in full upon receiving the Masters degree.
- B. In order to encourage self-improvement beyond the Masters Degree, the Board of Education agrees to pay fifteen dollars (\$15) per semester hour for all hours necessary to complete work for the next higher degree.

This will be paid in full to teachers who have been in the system no less than two years upon the completion of the degree.

SCHEDULE A

I. Annual Increments

shall be paid for each year in this school system up to the maximum allowed in the salary schedule for each preparation level.

II. Teaching Experience Outside the System

Regular increments as set forth in the salary schedule may be allowed for teaching experience outside the system. A maximum of two (2) years military service can be included.

III. Degree Qualification Compensation

When teachers qualify for a degree which places them at a new salary on the salary schedule, their salary shall be changed to the new amount, but prorated according to the balance of the school year for that contract period.

IV. Curriculum Committee

Members working on curriculum, including accreditation, shall receive either a stipend of thirty five dollars (\$35) per half day, fifty five dollars (\$55) per day during summer recess. Released time shall be granted during the regular school year.

V. Summer Teaching Teachers

In all summer programs shall be regular full time staff members unless no such staff members are able or willing to accept such summer teaching assignments, in which case temporary staff additions may be made. Teachers of academic subjects in summer school, Chapter I, band and vocational agriculture shall be paid at the following hourly rate:

Teacher Hourly Rate:

1997-98	\$15.42
1998-99	\$15.84
1999-00	\$16.28

VI. Full time counselors

Counselors who are contracted to work additional days immediately before and/or after the school year, shall be compensated at their per diem rate for those days. Any additional summer work for counselors shall be paid at the summer hourly rate reflected in section V.

VII Extracurricular Assignments and Pay

- A. Extracurricular activities will be distributed among the faculty at the discretion of the Principal involved. The assignments made shall be announced during the pre-school planning meetings in each school and a list of such assignments posted in each school office. No change from this assignment shall be made without notification to the Association.

- B. Payment for the following activities shall be twice a year on the first, but not later than the second, payday following the end of each semester, one half of the state amount per semester in the regular check.

Class Advisors	1997-98	1998-99	1999-00
9 th & 10 th Grade	852	852	852
11 th & 12 th grade	1,425	1,471	1,519
Band Service	1,652	1,706	1,761
Choir	620	640	660
F.F.A. Advisor	1,146	1,183	1,222
High School. Yearbook	2,137	2,206	2,278
Middle School Student Council (2)	516	533	553
Middle School Year Book	516	533	553
National Honor Society	516	533	553
OAC	700	723	746
Spanish Club	516	516	516
Youth in Government	300	310	320

Annual Advisor If the annual is handled as a class, there will be no extracurricular pay but will be considered in the regular class load.

F.F.A. Advisor If the F.F.A. is handled as a class, there will be no extracurricular pay but will be considered in the regular class load.

- C. The following activities shall be paid for at the completion of the activity:

	1997-98	1998-99	1999-00
Junior/Senior Play (1)	1,136	1,173	1,211
Middle School. Play (2)	516	533	550
Middle School Revue (2)	516	533	550
Faculty Counselors Sixth Grade Camp	176	181	187
MS./H.S. Dance Chaperones	31	32	33
Science Fair	500	516	533

SCHEDULE B

Payment for activities covered in Schedule B shall be made upon completion of the activity and upon approval of the inventory of athletic equipment, or added to and included in each regular paycheck as a teacher option. For teachers selecting the option, the last paycheck of each semester will be held if the evaluation and the inventory are not completed. The paycheck will be released upon completion of said items.

1. The following steps are designed for the coaching of athletics only.
2. The service at each step must be continuous or the step will revert to zero.

3. Changes of positions within a sport will not be considered experience unless approved by the Superintendent.
4. The Board reserves the right to place newly employed coaches to the system at positions of experience on the salary step.
5. Additional staff positions will be negotiated as necessary.

1999-2000 Coaching Salary

		0	1	2	3	4	5	6
Football	Head	3,146	3,323	3,509	3,716	3,926	4,149	4,391
	Varsity Ass't	2,107	2,226	2,351	2,490	2,631	2,779	2,943
	Jr. Varsity	2,107	2,226	2,351	2,490	2,631	2,779	2,943
	Jr. Varsity Ass't.	1,825	1,928	2,035	2,156	2,277	2,407	2,547
	Eighth Grade	1,573	1,661	1,755	1,858	1,964	2,076	2,196
	Eighth Grade Ass't	1,320	1,394	1,473	1,562	1,649	1,743	1,844
	Seventh	1,573	1,661	1,755	1,858	1,964	2,076	2,196
	Seventh Grade Ass't	1,320	1,394	1,473	1,562	1,649	1,743	1,844
Basketball	Head	3,146	3,323	3,509	3,716	3,926	4,149	4,391
	Jr. Varsity	2,107	2,226	2,351	2,490	2,631	2,779	2,943
	Freshmen	1,825	1,928	2,035	2,156	2,277	2,407	2,547
	Eighth Grade	1,573	1,661	1,755	1,858	1,964	2,076	2,196
	Seventh Grade	1,573	1,661	1,755	1,858	1,964	2,076	2,196
	Fifth & Sixth Grade	535	565	597	631	667	705	746
Baseball	Head	2,107	2,226	2,351	2,490	2,631	2,779	2,943
	Aide	661	698	737	780	824	871	922
	Jr Varsity	1,320	1,394	1,473	476	1,649	1,743	1,844
Track	Head	2,107	2,226	2,351	2,490	2,631	2,779	2,943
	Varsity Ass't.	1,320	1,394	1,473	1,562	1,649	1,743	1,844
	Seventh&EighthGrade	1,320	1,394	1,473	1,562	1,649	1,743	1,844
Cross Co	Head	2,107	2,226	2,351	2,490	2,631	2,779	2,943
	Girls	2,107	2,226	2,351	2,490	2,631	2,779	2,943
	Aide	786	831	877	930	982	1,037	1,098
Golf	Head	1,825	1,928	2,035	2,156	2,277	2,407	2,547
	Aide	661	698	737	780	824	871	922
Wrestling	Head	2,611	2,758	2,913	3,085	3,259	3,444	3,645
	Varsity Ass't	2,107	2,226	2,351	2,490	2,631	2,779	2,943
	M.S. Head	1,320	1,394	1,473	1,562	1,649	1,743	1,844
	MS. Ass't	1,038	1,097	1,158	1,227	1,296	1,370	1,450
Softball	Head	2,107	2,226	2,351	2,490	2,631	2,779	2,943
	Jr. Varsity	1,320	1,394	1,473	1,562	1,649	1,743	1,844
	Aide	661	698	737	780	824	871	922
Volleyball	Head	2,107	2,226	2,351	2,490	2,631	2,779	2,943
	Jr. Varsity	1,573	1,661	1,755	1,858	1,964	2,076	2,196
	Seventh& Eighth	1,320	1,394	1,473	1,562	1,649	1,743	1,844
Cheerlead	Fall Varsity	1,038	1,097	1,158	1,227	1,296	1,370	1,450
	Winter Varsity	1,320	1,394	1,473	1,562	1,649	1,743	1,844
	Fall Jr. Varsity	786	831	877	930	982	1,037	1,098
	Winter Jr. Varsity	1,038	1,097	1,158	1,227	1,296	1,370	1,450
	Fall MS	661	698	737	780	824	871	922
	Winter M.S.	661	698	737	780	824	871	922

Onsted Community Schools

Part of Agreement Date	
Grievance Report	
Building	
Assignment	
Name of Grievant	
Date Filed	
STEP I	
A. Grievance Occurred	
B. Statement of grievance	
C. Relief Sought	
Association authorization	
Date	
D. Disposition by principal	
Signature	
Date	
E. Grievant and/or Association position	
Signature	
Date	

STEP II

A. Date received by Superintendent

B. Disposition of Superintendent

Signature

Date

C. Position of grievant and/or Association:

Signature

Date

STEP III

A. Date received by Secretary of Board

B. Disposition of Board of Education

Signature

Date

C. Position of grievant and/or Association:

Signature

Date

