

**2006 – 2009  
MASTER AGREEMENT**

BETWEEN THE  
ONTONAGON AREA SCHOOL  
DISTRICT  
BOARD OF EDUCATION

AND

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

Effective July 1, 2006

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

This Agreement effective the 1<sup>st</sup> day of July, 2006 by and between the Ontonagon Area School District Board of Education of Ontonagon, Michigan, and the Ontonagon Teacher's Education Association of Ontonagon, Michigan, hereinafter called the "Association".

WITNESSETH

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

WHEREAS the Board has a statutory obligation, pursuant to Michigan law, to bargain with the Association as the representative of its certified teaching personnel with respect to hours, wages, terms and conditions of employment, and

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

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

ARTICLE 1  
Recognition

- A. The Board hereby recognizes the Ontonagon Teachers' Education Association an affiliate of Western Upper Peninsula Education Association and of the Michigan Education Association, as the exclusive bargaining representative, as defined by Michigan law, for all certified teachers presently employed or to be employed by the Board.
- B. "Teacher" for the purpose of the contract is defined as a person employed by the Board on a full year contract who regularly teaches school or is a counselor, librarian or technology coordinator for at least 50% of his or her working hours.
- C. The Board agrees not to negotiate with any individual employee or organization other than the Association for the duration of this agreement, except with the agreement of the Association.
- D. As used in this Agreement, the terms "District", "Employer" and "Board" all refer generally to the Ontonagon Area School District (unless the context otherwise requires).
- E. Within thirty days of the beginning of their employment hereunder, members of the bargaining unit will sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the local Association, the Michigan Education Association and the National Education Association and upon such conditions as the Association shall establish. Such sum shall be deducted as dues from the regular salaries of all teachers as provided below.

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

Bargaining unit members not joining the Association will be required to pay a Service Fee to the Association as determined in accordance with the NEA Policy and Procedures regarding objections to political-ideological expenditures, to the extent required by law (the amount of dues uniformly required of bargaining unit members of the Association).

- F. In the event the Board, acting on the request of the Association, discharges or attempts to discharge any employee at the Association's request, the Association shall indemnify the Board, the Administration, and individual Board members against any and all claims, demands, suits, expenses, or other forms of liability of whatsoever kind or nature that shall arise out of action taken by the Board for the purpose of complying with the provisions of this Agreement
- G. Nothing contained herein shall be construed to deny or restrict to any teacher nor to the Board rights under the Michigan General School Laws. The rights granted to teachers and to the Board shall be deemed to be in addition thereto, and anything in this agreement in conflict therewith shall be void.

ARTICLE 2  
Management Rights

- A. The Board on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by law and the Constitution of the State of Michigan, and of the United States.
  
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and expressed terms hereof are in conformance with provisions of P.A. 379 of 1965, the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.
  
- C. Nothing contained herein shall be considered to deny or restrict the Board's rights, responsibilities and authority under the Michigan General School Laws, Revised School Code as amended through State School Aid Acts, and other applicable federal, state, or local laws or regulations as they pertain to the Employer.

ARTICLE 3  
Teacher Rights

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher under full year contract with the Board, shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations. As a duly elected body exercising governmental power under the law of the State of Michigan, the Board undertakes and agrees that it will not discharge or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States.
  
- B. With administrative approval, the Association and its members shall have the right to use school building facilities at all reasonable hours for Association business under the same conditions that other organizations are so authorized and subject to the same rules and regulations governing such use as are now or hereafter promulgated by the Board except that no usage fee(s) shall be levied upon the Association for such use, except that the Association shall reimburse the Board only if custodial costs are incurred as a result of such use. Any such requests shall not be arbitrarily denied.
  
- C. No bargaining unit member shall be disciplined without just cause. Disciplinary action may include warnings, reprimands, suspensions, docking of pay, demotion and discharge. Unless the employee is discharged for just cause, disciplinary action shall be progressive in nature. Discipline will be appropriate to the seriousness of the offense. Probationary teacher contracts are subject to non-renewal in accordance with the Michigan Teacher Tenure Act.
  
- D. The just cause standard shall not apply to Appendix B positions (extracurriculars), but there shall be a reasonable basis for failure to reappoint such an employee.

ARTICLE 4  
Professional Compensation

- A. The salaries of teachers covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement.
- B. The parties agree that the Board shall honor individual requests by teachers to participate in tax sheltered annuity plans upon the teacher filing with the Board the "Salary Reduction Agreement" as required to give affect to any such plan. The Board reserves the right to designate one insurance company to receive and disburse to the various companies designated by the individual teachers all sums to be applied to such annuity plans, but the selection of the company whose plan the teacher elects to participate in shall be the sole option of the teacher.
- C. The parties further agree that the Board shall honor individual requests made at the start of the school year by teachers to deduct a predetermined sum from the teacher's paychecks for deposit in the credit union to which the employees of the Ontonagon Area School District own shares. Additional changes may be made with the consent of the Administration.
- D. Those teachers who, in their professional opinion, deem it advisable to attend National, State or Regional meetings related to their teaching assignment, or such in-service workshops or institutes as may be of ultimate benefit to their students may attend such meetings with the permission of the Administration and actual expenses will be paid by the Board. Mileage for such meetings shall be paid for actual distances traveled, and whenever possible, a school automobile may be provided in lieu of paying mileage with the Board covering the expenses of operation of said automobile. Criteria to be used in making a decision as to who may attend professional conferences and meetings shall include, but not be limited to, the needs of the District, areas of specialization of the teacher, cost, the validity of the program and the number of conferences or seminars attended by the applicant as opposed to other applicants for other programs. If a request for attendance at such conferences at Board expense is rejected, the reason for such rejection shall be in writing, and such rejection shall not be subject to review under the grievance procedure. However, if a teacher requests permission to attend a conference, at his or her own expense, and the Administration grants such permission in writing and specifies that such shall be at the teacher's own expense, the Board need not pay such expenses.
- E. Outside experience shall count the same as experience in the system as determined to be appropriate by the District provided no less than one-half (1/2) credit, and no more than full credit, will be counted
- F. The first payday for the fall semester will be either the first day of student attendance or the first regular District payday after the school year begins. Regardless, the first payday will be no later than the Friday of the first week that school resumes. Each teacher, at his or her option, shall have the choice of one of the following methods of being paid his/her annual salary and shall notify the school of his/her choice during the first week of school:
- a. Twenty-one (21) equal bi-weekly paychecks;
  - b. Twenty-six (26) equal bi-weekly paychecks distributed 1) over the course of 52 weeks or 2) with twenty one checks issued bi-weekly with the remaining five (5) checks dispersed at the end of the school year.
- Teachers shall have the option of electronic direct deposit of their payroll checks.



ARTICLE 5  
Teaching Hours: Faculty Meetings

- A. The teacher day will begin five (5) minutes before the student's day and will end five (5) minutes after the student's day. However, teachers shall remain as necessary if students need assistance and/or in emergencies.

Teachers shall be expected to remain in class at all times students are present except in situations of special need when another employee is available to oversee the classroom or in case of an emergency. On the last day of regularly scheduled class in a given week, before each holiday, or before an evening parent-teacher conference, the faculty may leave the building at the conclusion on the students' school day.

- B. Teacher time shall be assigned as follows:
1. Preparation time will be a minimum of 270 minutes per week.
  2. Lunchtime will be 30 minutes per day, duty free.
  3. The additional time shall consist of the time before the first morning classes begin and the time after the students are dismissed. Such time will be used as the teacher sees fit for the purpose of individual work or for assisting students.
- C. Teachers shall share the responsibility of maintaining student discipline and order in their respective building.
- D. Teachers shall be entitled to a duty-free, uninterrupted lunch period, except that noon hour duties will be assigned in the discretion of the building principal or head teacher on a rotating basis, with an equitable division among the staff. No assignment will be made unless volunteers are unavailable. Any teacher accepting or assigned to lunch period supervisory duties shall be permitted to leave school that day at the conclusion of the students' class day. If the teacher prefers, such time may be accumulated to no more than three (3) school days per semester which the teacher may take as Compensatory Leave days at a time approved by administration. The teacher shall have the option of applying the earned Compensatory Leave days to severance. Any such days are separate from and are in addition to unused sick leave. Compensatory Leave days used for severance purposes are cumulative to a maximum of sixty (60) days. The days are payable upon termination of employment for any reason. The days are payable at a rate of fifty dollars (\$50) per day. In the event of the teacher's death, accumulated days will be paid to the designated beneficiary. Furthermore, teachers may use for preparation time those periods when their regular class is receiving instruction from the various teaching specialists, or out for recess.

- E. The Administration may schedule general faculty meetings or departmental meetings two (2) afternoons monthly, when needed, to last no later than 4:15 p.m. In the event no meeting is needed, the Administration will advise the teachers as soon as possible of such cancellation. Except in emergencies, meetings will be announced at least twenty-four (24) hours in advance and will not be held on Fridays.
- F. The annual calendar shall include up to four (4) scheduled professional development days for staff. Professional development activities shall be jointly planned by the Union and the Administration.

An additional scheduled professional development day will be included on the latest non – holiday weekday prior to the start of school for non-tenured teachers. Attendance will be mandatory for probationary teachers and voluntary for tenured teachers. No stipend will be paid.

Teachers will be paid an additional ½% of his/her annual Appendix A Base Salary for each Professional Development day attended up to a maximum of three days (3). In the event a teacher misses or chooses not to attend a scheduled day, he/she may substitute a day or days from the Gogebic-Ontonagon Intermediate School District's Summer Academy or an alternative event approved in advance by the Superintendent. Payment for days attended will be made no later than the second payday following each session.

ARTICLE 6  
Teaching Load and Assignments

- A. The North Central Association of Colleges and Secondary Schools which accredits our school has definite regulations governing both loads and assignments with which the Board will attempt to comply.
- B. The normal weekly teaching load for grades 7-12 will be thirty-five (35) teaching periods including thirty (30) class instructional periods which may include study halls and/or class conference periods and five (5) unassigned preparation periods. Extra preparation beyond four (4) may be assigned. A preparation period is defined as a class period in which a teacher is responsible for teaching and evaluating one or more students. There will be a maximum of one preparation counted per class period unless the teacher can show evidence of different course planning, i.e. different lesson plans, evaluations, etc. Multi-level vocational classes must meet all State standards and requirements in order to qualify as multi-preparations. The rate of compensation shall be \$300 per semester for each preparation over four (4), except in special areas such as music and physical education. Payment shall be limited to a maximum of \$900 per teacher, per semester. Assignment to a supervised study period shall be considered a teaching period for purposes of this article. The number of minutes of pupil-teacher contact time shall be as specified in Article 5 of this Agreement.
- C. If a teacher shall teach more than the normal teaching load as set forth in this Article, he/she shall receive additional compensation of his/her present hourly rate for teaching each period in excess of such norms. When a suitable substitute is not available for an absent teacher, the Principal shall attempt to locate a suitable substitute with the faculty members(s) who may then be on preparation periods. For purposes of this Article, a student teacher is not deemed a 'suitable substitute' until bargaining unit members, who have previously requested consideration for substituting opportunities, have been approached. A reasonable attempt shall be made through this procedure to avoid referring students to study hall. Any teacher who accepts such assignment shall be paid at 1/7<sup>th</sup> of this or her daily salary for each such period. Teaching personnel undertake the responsibility to accept such assignment when requested unless compelling responsibilities in connection with required duties make such assignment impractical at that particular time. Should the District be unable to fill a particular absence, the District may assign a teacher to fill the assignment on a least senior basis first. In no case, however, shall a teacher be required to substitute more than three times per school year.

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

Elementary teachers shall receive a proration of his/her daily salary as compensation in the event of lost specials, such sum to be paid in the following pay period.

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

- D. No student teacher shall be used as a substitute teacher except in the capacity of his/her supervising teacher and only in the particular area in which he/she is student teaching.
- E. After sixty (60) consecutive days in the same assignment, a substitute teacher shall be obligated to pay dues or representation fees under Article 1-D of this Agreement, but that substitute shall not be granted seniority unless later selected to fill an actual vacancy. The substitute, even after sixty (60) days, shall not be regarded as a regular teacher, unless a vacancy arises for which that teacher is hired. In the event that teacher is hired for such vacancy, his/her seniority shall date back to the date on which consecutive employment began.

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

- F. Multi-level shall be defined as a K-6 combined classroom where two (2) separate grade levels are taught by the same teacher in the same classroom. K-6 multilevel teachers shall receive additional compensation of \$2,000 per year.
- G. Independent study shall be defined as a program arranged to meet the academic needs of an individual student. Any such study shall be subject to the approval of both the teacher and building principal.

ARTICLE 7  
Teaching Conditions

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

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

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

- B. The Board will provide the Union with one (1) copy of the Master Agreement for each new hire.
- C. Teachers and the Administration shall cooperate with each other in the supervision of students. Both parties recognize that the responsibility exists to maintain discipline any time a situation arises on school premises which requires immediate action.

ARTICLE 8

Class Size

A. Because the pupil-teacher ratio has been shown to be of prime importance in an effective educational program, the parties agree that class size must be lowered to meet the conditions described below. The Class size limits shall not apply to study halls, band, chorus, vocational education classes, physical education classes, and elementary specials. Multiple classroom sections shall not be simultaneously assigned for elementary specials.

DK-K	22 pupils
1 - 3	24 pupils
4 - 6	28 pupils
7 - 12	32 pupils

B. Overloads shall not exceed a maximum of three (3) students. No teacher in grades 7-12 shall have more than three (3) sections overload. Elementary teachers will be paid \$750 per pupil overload per year, and high school teachers will be paid \$125 per pupil overload per year. These amounts will be prorated by the scheduled number of days of instruction. One-half (1/2) day programs shall be prorated accordingly. In the event a teacher's scheduled pupil count in grades 7-12 exceeds 150 at the end of the first marking period of a semester, a supplement of \$15 per student will be paid to the teacher at the end of the semester for each student over one hundred fifty (150).

C. If an elementary section is more than three (3) students over the class size limits on the first week of school, the Board shall begin the process to add an additional section. If the overload continues to exist at the end of the first thirty (30) days of the school year, an additional teacher will be hired to begin the second marking period.

If an elementary section becomes more than three (3) students over the class size limits between the start of the second week and before the first sixty-one (61) days of the school year, the Board shall begin the process to add an additional section. If the overload continues to exist at the end of the first 80 days of the school year, an additional teacher will be hired to begin the second semester.

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

E. Reasonable attempts will be made to equalize class sizes. Equalization of class sizes, including consideration of students with special needs, will be discussed with the classroom teachers.

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

G. There will be no overloads in elementary multi-grade classrooms.

ARTICLE 9  
Vacancies and Promotions

- A. Whenever any new position, full or part-time, or vacancy in any bargaining unit position in the District shall occur, the Board shall publicize the same by giving written notice of such new position or vacancy to the Association and providing for appropriate posting in every school building. No new position or vacancy shall be filled, except in case of emergency on a temporary basis, until such new position or vacancy shall have been posted for at least ten (10) work days. Summer postings will be handled as follows:
1. Copies of all postings will be included with checks for those teachers on 26 pays.
  2. Copies of all postings will be available at the superintendent's office for others.
  3. Copies of all postings will be mailed to others if provided with self-addressed, stamped envelopes.
  4. The Board will not be responsible for teachers not receiving information concerning job postings if said teachers have not complied with this section.
  5. The length of a posting may be shortened by mutual agreement of the Association and the administration.
  6. Administrative vacancies shall be posted in each building.
- B. Any qualified teacher may apply for such new position or vacancy. In filling such a position, the Board agrees to give due weight to the professional background of all applicants, the length of time each has been in the school system of the District, and other relevant factors.
- C. Vacancies in positions covered or to be covered by Appendix B shall be subject to the posting provisions of Article 9 and shall be compensated in accordance with Appendix B. Bargaining unit members shall be given first preference for all Appendix B positions. In the event that no qualified bargaining unit members apply for such positions, non-bargaining unit members may be hired. Non-bargaining unit members shall not be covered by this Agreement. Positions held by non-bargaining unit members shall be posted annually. No teacher may be regarded as receiving tenure in any extracurricular activity.

Upon completion of the 2006-07 school year, any non-bargaining unit member holding a position for three years shall be considered grandfathered into that position and the position shall not be posted until such time as the position becomes vacant.

- D. Vacancies that arise during the school year shall be considered temporary vacancies to be filled on an interim basis until the end of the school year at which time a regular vacancy will exist.

For the purposes of this section, school year shall be defined as the scheduled days of student instruction.

A teacher filling a temporary vacancy shall not accrue seniority. If the teacher is hired to fill a permanent vacancy, said teacher's seniority shall date back to the first workday he/she was hired for the temporary vacancy.

A teacher filling a temporary vacancy shall be eligible for all other wages and benefits provided for in the Master Agreement.

ARTICLE 10

Transfers

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

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



ARTICLE 11  
Paid Leave

- A. At the beginning of each school year, each teacher shall be granted eight day's Sick Leave allowance to be used for absences caused by illness or physical disability of the teacher or his/her spouse, designated domestic partner, parent, or child. The unused portion of such allowance shall accumulate from year to year to one hundred eighty (180) days. Unused Sick Leave at the time of retirement or death shall be paid at the rate of \$35.00 per day to the employee or in the event of the death of the teacher to the beneficiary as designated by the school provided life insurance policy. Such payment shall be limited to no more than one hundred eighty (180) days. Unused Sick Leave at the time of voluntary termination or termination due to reduction in staff shall be paid to those teachers who have four (4) years in the system provided that notice is given by the teacher on or before April 15 of the year of termination. Pink-slipped teachers shall be exempted from the April 15 notification requirement. Any such teacher who is not recalled shall, upon request, receive their termination pay on the first payday in September. No such payment shall be made if the teacher resigns by request of the Administration or is discharged for cause. Sick Leave may be denied for any day on which advance notice of illness is not given to the Administration at least one hour prior to the time the teacher is to report for work, unless good cause is shown for such failure of notification. The Administration may require a doctor's certificate whenever abuse of Sick Leave is reasonably suspected. If a teacher is hospitalized, the Administration may require certification from a doctor that the teacher is physically fit to return to work following an illness.
- B. Sick Leave, Emergency Leave and Personal Leave shall be credited to any teacher beginning employment after the start of the school year proportionate with the time remaining in the school year during which the teacher is employed.
- C. Of the eight (8) days annual Sick Leave days, two (2) days will be deducted from each teacher, as required, and placed in a Sick Leave bank to be administered by a committee as such Sick Leave Bank Committee deems appropriate provided employees must be required to use all available leave, including Sick Leave, Personal Leave and Emergency Leave, prior to utilizing days from the Sick Leave Bank. (Employees will have the option of retaining the current year's Personal Leave days – minus any 'carryover' Personal Leave days – if the request is made in writing by the teacher when applying for Sick Leave Bank usage.) The decision of said Committee in any matter shall be final, and not subject to grievance procedures. The Committee shall be comprised of three teachers appointed by the Ontonagon Teachers Education Association, one of whom shall represent elementary teachers, one representing Junior High teachers, and one representing High School teachers. Two members shall be appointed by the Board, one of whom shall be an administrator and the other a Board member.
- D. All teachers regularly employed by the Ontonagon Area School District shall be granted two (2) days Personal Leave and three (3) days Emergency Leave per year. Emergency Leave days may accumulate from year-to-year to a maximum of five (5) days carryover. Personal Leave days may accumulate from year to year to a maximum of four (4) days carryover. No more than three (3) days utilizing any combination of Personal Leave days and Compensatory Leave days (as defined in Article 5D) may be used during any given week without the prior approval of the superintendent. Emergency Leave days may be used for emergency or for illness of the teacher's parent, or of another individual living in the teacher's residence for whom the teacher is responsible. Unused Emergency Leave days and Personal Leave days in excess of the maximum accumulation shall be added to cumulative Sick Leave, not to exceed a combined total of one hundred eighty (180) days.

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

Personal Leave and Comp Leave shall not be used after May 15 except under extenuating circumstances as approved by the superintendent.

- E. An employee shall be allowed five (5) working days as funeral leave days not to be deducted from sick leave for a death in the immediate family of the bargaining unit member or his/her spouse. Immediate family is to be defined as follows: mother, father, stepparents, brother, sister, wife, husband, designated domestic partner, son or daughter, step child, mother-in-law, father-in-law, and grandparents. Three (3) days shall be granted for grandchildren, daughter-in-law or son-in-law, aunt or uncle. Additional leave may be granted, deducted from sick leave, if approved by the administration in individual cases. Any employee selected to be a pallbearer for a deceased employee will be allowed one (1) funeral leave day with pay, to be deducted from sick leave. An employee selected to be a pall bearer for a friend or acquaintance will be allowed one-half (1/2) day funeral leave with pay, to be deducted from sick leave, when prior approval is obtained from the Administration providing the employee has available sick leave.
- F. "Teachers regularly employed" is construed as not including substitute teachers in any capacity.
- G. At the beginning of every school year, the Association shall be credited with a total of three (3) days to be used by teachers who are officers or agents of the Association for business which is not related to negotiations. The Association may buy six (6) additional days at the substitute teacher's rate for each day. Additional days would require the Association to have prior approval, pay the teacher's regular salary and fringe benefit amount for the day, and pay for the teacher's substitute when one is provided.
- H. Any teacher called for jury duty or subpoenaed to give testimony before a judicial or administrative tribunal shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation. The provision shall not apply in any judicial proceeding where the teacher is party to a case against the Board of Education.

ARTICLE 12  
Extended Leaves of Absence

- A. Up to one (1) year's leave of absence without pay will be granted for illness or injury when the need for such leave is certified by a physician. The District may require a second opinion concerning the need for such leave from a physician designated and compensated by the District. Should the physicians disagree, the two physicians shall agree in good faith on a third impartial physician who shall examine the teacher and whose medical opinion concerning the need for such leave shall be binding upon the parties. The expenses of the third examination will be paid by the District. Seniority shall not accrue and the teacher shall not receive experience credit on the salary schedule, during such leave.

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

- B. The Administration may, upon written request of the teacher in advance, grant short term leaves of absence. Such absences shall be without pay. No leave for vacation purposes will be authorized during the school term.
- C1 Disability due to pregnancy shall be treated the same as any other disability. Sick leave shall be available at the teacher's option as long as current or accumulated days are available. Such leave shall not exceed one (1) year. The parties agree that the normal time of return from maternity leave shall be at the beginning of the next marking period, and that the Administration may delay the return to the beginning of the next semester if to do otherwise would disrupt the orderly progress of a class.

At the termination of such leave the teacher shall return to work or make application for a child care leave as provided for under FMLA in accordance with Section C2 below.

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

- C2 Parent/Child Care: Leaves of absence without pay or benefits up to one (1) year in duration shall be granted upon written request from a teacher following birth or adoption of a child. A teacher returning from parental child care shall be restored to the same position and classification he/she held when the leave.

Notice of intent to return to work should be given according to Section C1 above.

ARTICLE 13  
Teacher Evaluation

- A. The performance of all teachers shall be evaluated in writing. Evaluation shall be conducted in accordance with the requirements of the Teacher Tenure Act. The purpose of evaluation is to determine the extent to which a bargaining unit member is performing his/her professional duties.
- B. Evaluation shall be conducted by a Building Principal or Assistant Principal or other Administrator assigned to this task and will address the employee's overall work performance.
- C. An evaluation cycle shall be defined as: 1) Monitoring work site performance; 2) Classroom observation(s); 3) Post observation conference(s); 4) A written evaluation.
- D. All observation or monitoring of the work performance of bargaining unit members shall be conducted openly and with full knowledge of the employee. A classroom observation is defined as a workstation visit for at least (30) minutes.
- E. No later than ten (10) workdays after the initial classroom observation in an evaluation cycle, the evaluator shall prepare, present, and review the written evaluation with the bargaining unit member. The evaluation may be based on more than one (1) observation.
- F. Should the evaluation demonstrate that an employee has any area(s) that need(s) improvement, the evaluator shall develop a plan of improvement which:
  - 1. Identifies specifically the area(s) that need(s) improvement.
  - 2. Provides the employee with specific, appropriate recommendations for improvement.
  - 3. Develops a timeline for such improvement. This timeline shall include follow-up visit(s) to evaluate the area(s) of concern.

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

- G. The evaluation instrument and individual development plan will be jointly developed by a representative of the Administration and a representative of the Association.
- H. Each teacher shall have the right upon request to review the contents of his/her own personnel file, except the original placement file. A representative of the Association may be requested to accompany the teacher in such review. In the event that the teacher feels that material placed, or to be placed in his/her file is inappropriate or in error, he/she may receive adjustment through the grievance procedure.

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

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

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

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

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

ARTICLE 14  
Protection of Teachers

- A. Any case of assault upon a teacher or incident of vandalism or willful destruction to a teacher's property occurring on school property shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault. The Board's cost in any such case shall be limited to five hundred dollars (\$500).
  
- B. Should the Administration receive any written, signed complaint from a parent or student which is deemed by the Board or Administration to be justifiable, the teacher will be informed of the complaint, and the teacher may ask that a meeting be requested with the complainant. However, if a parent requests a meeting with a teacher concerning his or her child's progress or problems, the request should be granted and a meeting held at a time mutually agreeable to both parent and teacher. If the teacher desires to have another teacher and/or administrator participate in such conference, the teacher request shall be granted.
  
- C. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of negligence or neglect of duty, for any damage or loss to person or property.

ARTICLE 15  
Negotiation Procedures

- A. At least ninety (90) days prior to the expiration of this Agreement, the parties will begin negotiations for a new Agreement covering wages, hours, terms and conditions of employment for teachers.
  
- B. Matters not specifically covered by this Agreement but of common concern to the parties shall be subject to discussion between them from time to time during the period of this Agreement upon request by either party to the other. Either party may request in writing that a subject of the discussion be upgraded to professional negotiations. Prior to beginning professional negotiations both parties will meet one final time to attempt to resolve differences by informal discussion. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

ARTICLE 16  
Grievance Procedures

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

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

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

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

The grievance must be filed within thirty (30) calendar days of the alleged violation, misinterpretation or misapplication. Any remedial action resulting from a continuing violation grievance will begin from the filing date.

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

Step 1: Within seven (7) workdays of receipt of the grievance, the principal and Association shall meet in an effort to resolve the grievance. The principal shall indicate his/her disposition of the grievance in writing within seven (7) workdays of such meeting and shall furnish a copy thereof to the Association.

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

Step 3: If the grievance is not resolved at the Step 2, the Association shall, within seven (7) work days from the decision by the superintendent, notify the superintendent that the Association requests a grievance hearing with the Board Committee. The notice shall be in writing. The Association and Administration representatives shall meet within fourteen (14) workdays from the date of notice to the superintendent. At that meeting, the representatives shall attempt to resolve the matter.



Step 4: If the grievance is not resolved at Step 3, within twenty-one (21) workdays the Association shall notify in writing that the grievance be submitted to mediation. Mediation services shall be requested from MERC.

Step 5: If the grievance is not resolved at Step 4, within twenty-one (21) work days the Association shall notify the superintendent in writing that the grievance be submitted to arbitration. The arbitrator shall be selected in accordance with procedures established by the American Arbitration Association, or by mutual agreement to another arbitration service provider.

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

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

\*During the summer break, workdays shall mean Monday through Friday, excluding holidays.

ARTICLE 17  
Work Interruptions

- A. The parties to this Agreement mutually agree that the services performed by employees covered by this Agreement are essential to the welfare of the community.
  
- B. The Association therefore agrees that there shall be no interruption of these services through means of a job action by the employees it represents during the school year. Nor shall employees absent themselves from work, or abstain in whole or in part from the full and proper performance of their duties, during the school year, except as is sanctioned or may be sanctioned by the laws of the State of Michigan.

ARTICLE 18  
Qualifications and Assignments

- A. The Board shall not hire any teacher who does not possess the necessary certification for a given position. The Board shall have full authority to dismiss a teacher who has lost certification or who fails to obtain continuing certification by April 1 of the preceding school year before said certificate is necessary. Certification verification shall be given to the Association upon the Association request.
- B. Since pupils are entitled to be taught by teachers who are working within their areas of competence, teachers shall not be assigned, except for good cause, outside the scope of their teaching certificates or their major or minor field of study, as recommended by the North Central Association.
- C. All teachers shall be given written notice of their schedules for the forthcoming year no later than the 15<sup>th</sup> day of July, if at all possible. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly and consulted.
- D. Any assignment in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties enumerated in Appendix B, and summer school courses, shall not be obligatory but shall be with the consent of the teacher. Preference in making such assignments will be given to teachers regularly employed in the District and to parties who have signed a letter of intent to teach the next year. The parties recognize that participation in extracurricular activities is part of the professional responsibility of a teacher, and the Ontonagon Teachers' Education Association recommends as a minimum standard that each teacher should be willing to accept at least one extracurricular assignment. These assignments will be made by July 15 when possible. In the event changes in such assignments are necessary, all teachers affected shall be notified promptly and consulted.
- E. Any teacher assigned to extracurricular activities shall be entitled to notification in writing prior to any decision by the Board relieving him/her of any such responsibility, which notice shall include the time and place of the meeting at which the matter will come before the Board. Such notification shall be given by notice personally delivered at least four (4) days prior to the meeting, if at all possible. If the teacher is not available for personal service then such notice shall be sent by mail. If he/she desires, he/she may attend that meeting with or without representation, and shall be permitted to meet with the Board in session closed to the public, if he/she so requests. Representation may be by counsel or by a representative of the Ontonagon Teacher's Education Association. Any decision reached by the Board shall be made in open meeting, as required by law.

ARTICLE 19  
Use of Automobile

- A. The use of personal vehicles for school sanctioned activities must have prior Central Office approval. The payment of mileage shall be based upon the latest Federal IRS allowance for the use of personal cars for field trips or other business of the district.
  
- B. The Board shall provide a policy of liability insurance covering non-school owned autos used on school business provided a school owned vehicle is not available. Any teacher involved in an accident while on duly authorized school business shall notify the business office within seventy-two (72) hours of any such claim, which in turn will file an accident report with the school's insurance carrier. The teacher may notify any party involved with the accident that such additional coverage is available. This coverage is to be considered excess coverage and will be used when necessary. In any such occurrence wherein the employee is not negligent, the Board agrees to pay 100% of any deductible to a maximum of \$150.

ARTICLE 20  
Reduction of Staff

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

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

In the event a teacher's current assignment is partially or totally eliminated, said teacher will be able to select an assignment for which he/she is certified and qualified, and currently held by a less senior teacher. The displaced teacher will have the same reassignment rights. Teacher decisions in this process will be made within five (5) workdays.

In the event this process would result in the layoff of a more senior teacher possessing the certification and qualification necessary for a position assigned to a less senior teacher, involuntary transfers will be made in an attempt to layoff the teacher or teachers with the least seniority. Any such transfer shall not result in a senior teacher assuming a part-time position.

- B. In selecting a teacher for layoff a probationary teacher shall be released before a tenure teacher.
- C. No teacher shall be laid off unless he/she has been notified of said layoff by April 15 of the school year. The teacher must be given written notification stating the reason for the layoff.
- D. The Board shall assist any released teacher in an effort to secure other employment, and shall tender re-employment to any teacher released when a vacancy arises within his or her area of competence and certification. Mailing of notice of tender of re-employment to the last address on file with the School District shall constitute tender within the intent of this contract.

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

- E. For purposes of reduction of staff and all other purposes where seniority is a factor, "seniority" shall relate solely to consecutive service with the School District as a teacher without any break in service. Seniority shall be prorated for part-time teachers. Effective with the 1991-92 school year, teachers who are working as part-time administrators shall have their seniority prorated based on their actual student contact time in a teaching capacity.
- F. The Board will provide one (1) copy of the seniority list to the Association prior to October 1 of each year. The list will have the names and lengths of service of all certified professional employees of the district.

ARTICLE 21  
Education Reimbursement

- A. The board shall pay to any full-time teacher for study beyond the Bachelor's Degree while in the employ of the Board, the actual cost of tuition not to exceed the higher of the NMU or MTU rate per credit hour, excluding the first eighteen (18) hours after the Bachelor's Degree, provided such course of study is approved by the Administration and the teacher attains a passing grade in the course. The teacher shall provide the district with a grade report, containing the teacher's name and the course of study/grade, prior to such reimbursement.
- B. If tuition and/or expenses for a course are paid fully or partially by an outside source, such amount shall be deducted from this section.
- C. The total education reimbursement to be paid by the District to all teachers during any one (1) school year will not exceed \$10,000.

ARTICLE 22

Insurance

- A. The Board shall provide a fully paid MESSA insurance PAK for each teacher or family unit thereof unless modified by terms of the agreement below for 2008-09. Teachers shall opt to enroll in either PAK A or PAK B as defined below:

PAK A	PAK B
Health: MESSA CHOICES 2 (effective Dec. 1, 2006)	
Dental: Delta 100:75/75/75-\$1300	Delta 100:80/80/80-\$1500
Vision: VSP-3	VSP-3 Plus
Life: \$20,000 AD&D	\$40,000 AD&D

For the 2008-09 school year, the District shall be responsible for no more than a 6% increase in costs over and above the actual amount spent on insurance for PAK A during the 2007-08 school year. The bargaining unit members who elect PAK A will be responsible for any costs over and above 106% of the 2007-08 costs. The bargaining unit will have the option of paying the difference, modifying their plans to reduce costs, or modifying the salary schedule in order to reduce or eliminate their share of the payments.

If the bargaining unit's actual Board paid insurance costs for 2008-09 are less than 106% of the actual 2007-08 Board paid insurance costs, the difference in the costs will be dispersed to the membership in equal amounts off schedule. The maximum total amount payable under this section is 6% of the 2007-08 PAK A insurance costs.

Example 1:	07-08 unit insurance costs	\$500,000
	08-09 unit insurance costs	\$515,000
	Difference	+\$15,000, 3%
	Total unit off-schedule one time	\$ 15,000, 3%

Example 2:	07-08 unit insurance costs	\$500,000
	08-09 unit insurance costs	\$465,000
	Difference	-\$ 35,000, 7%
Total unit off-schedule one time		\$30,000, 6% (maximum)

All calculations in regards to the 2008-09 District costs shall be based upon the total number of bargaining unit members enrolled for PAK A in 2007-08.

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

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

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

ARTICLE 23  
Early Retirement Incentive Plan

- A. This article shall include two (2) distinct and separate early retirement plans. A bargaining unit member shall not have the option of electing one plan over another.
- B. If it is determined a bargaining unit member does not fit into any of the plans, the parties agree to negotiate that employee's circumstance.

PLAN 1

- 1.1 Upon written notice of retirement, the Board shall pick up (pay) the contribution to the Michigan Public School Employees Retirement System an amount equal to the cost to purchase three (3) years of universal service credit for bargaining unit members in the MIP program who have completed their 27<sup>th</sup> year of credited service; or to purchase two years of universal service credit for bargaining unit members in the MIP program who have completed their 28<sup>th</sup> year of credited service; or to purchase one year of universal service credit for bargaining unit members in the MIP program who have completed their 29<sup>th</sup> year of credited service. It is understood that said pick-up has been agreed to in the collective bargaining of this agreement in lieu of an otherwise larger salary increase, i.e. as an offset against future salary increases.
- 1.2 If a bargaining unit member has previously purchased universal service credit, the Board shall purchase the remaining amount up to a maximum of three (3) years, if any, that said bargaining unit member is eligible to purchase. The difference between the cost of the remaining amount of universal service credit, if any, and the amount determined by section 1.1, shall be paid to the bargaining unit member as deferred payments made in three equal installments. The first installment shall be in January of the school year immediately following retirement with subsequent installments in each January thereafter. Payment of these sums shall be subject to the appropriate federal and state taxes which shall be withheld at the time payment is received.
- 1.3 Bargaining unit members shall not have the option of choosing to receive the above directly instead of having them paid by the employer to the Michigan Public School Employees Retirement System.
- 1.4 From the annual list of employees wishing to retire under this plan, the Board shall pick up the contribution to the MPERS the cost to purchase up to ten total years of universal service credit for the eligible employees. The ten-year annual limit is based on the school district's fiscal year. At its sole option, the Board may annually increase or decrease the amount of years, but to not less than ten years if ten years are requested. If more than ten collective years are requested in any given year, years shall be purchased for the eligible employees with the greatest seniority. The maximum number years purchased for an individual employee shall not exceed three (3). Eligible employees shall not have the option of choosing to receive the above amounts directly instead of having them paid by the employer to MPERS.
- 1.5 Any income tax or social security tax necessary to be paid as a result of the employer pick up of retirement contributions is the sole responsibility of the retiree.
- 1.6 Teachers retiring under this plan (1) must retire at the end of their 30<sup>th</sup> year of service credit. Service credit includes any universal service purchased by the Board, but excludes any service credit purchased as referenced in the general conditions affecting all plans.



## PLAN 2

- 2.1 Bargaining unit members who do not elect to retire in accordance with Plan 1, shall be eligible for Plan 2.
- 2.2 To be eligible for this plan, a bargaining unit member must retire at the conclusion of his/her 30<sup>th</sup> year of credited service.
- 2.3 Bargaining unit members who opt to retire under this plan shall be compensated a sum equal to the cost to purchase one (1) year of service credit. Said payment shall be deferred to January of the school year immediately following retirement and shall be subject to applicable federal and state taxes.

### GENERAL CONDITIONS AFFECTING ALL PLANS

- A. An employee must meet the requirements for retirement as established by the Michigan Public School Employees Retirement System.
- B. An employee must have acquired a minimum of ten (10) years of service in the Ontonagon Area School District.
- C. There shall be no age requirements for the incentives.
- D. Employees retiring due to a medical disability which qualifies them for retirement benefits from the Social Security Administration, the State Retirement Board, or any insurance company are not eligible.
- E. Employees dismissed through tenure proceedings are not eligible.
- F. Employees lacking a current valid teaching certificate are not eligible.
- G. Upon retirement, former employees forfeit any and all recall rights and all accumulated seniority. The retiring employee shall execute a Release and Waiver which specifically refers to rights or claims under the ADEA and which comports with the provisions of the Age Discrimination in Employment Act of 1967.
- H. Individual agreements related to the teacher's retirement date may be mutually arranged between the teacher and the Board.
- I. Bargaining unit members retiring at the conclusion of the school year must provide written notification of their intent to retire, along with a letter of resignation, on or before March 1. Bargaining unit members retiring at the semester break must provide written notification of their intent to retire, along with a letter of resignation, on or before September 1.
- J. Previously purchased non-universal service credit shall not be used to determine eligibility, but may be used at the teacher's option to retire at an earlier date.

ARTICLE 24

Teacher Purchase or Re-payment of Retirement Service Credit

- A. The Internal Revenue Code (IRC) Section 414(h)(2) permits employer pick-up of the employee portion of contributions to a retirement plan, thereby resulting in tax deferral of employee contributions. Under the Michigan Public School Employees Retirement System (MPSERS) plan conditions, teachers may be allowed to: (1) redeposit contributions previously withdrawn plus interest, and when full repayment is made before termination of employment, the previously forfeited service is reinstated in full; and/or: (2) purchase permissive service credit (such as universal service credit, maternity/paternity/child care and non-public school teaching, military active duty, sabbatical leave of absence, etc.)
- B. Therefore, in order to permit tax deferral for these additional employee contribution amounts, the employer shall adopt the payroll resolution attached to this Agreement as Appendix "Y" and implement the salary reduction (payroll authorization) agreement attached to this Agreement as Appendix "Z" for any teacher wishing to purchase additional retirement service credit or to repay retirement contributions previously withdrawn (plus interest). The teacher that wishes to purchase additional retirement service credit or to repay retirement contributions previously withdrawn (plus interest) shall enter into a binding irrevocable payroll deduction authorization by completing a copy of Appendix "Z". The teacher shall not have the option of choosing to receive the amounts directly instead of having them paid by the employer to MPSERS.

ARTICLE 25  
Calendar

- A. The 2006-2007 calendar is attached. (See Appendix D)
- B. Up to two (2) days may be set aside each school year for conferences between teachers and parents, on a teacher request basis. Such conferences will be conducted and scheduled on a basis agreed to between the teachers and the Administration.
- C. Act of God days shall be handled in accordance with whatever the State law or regulations permit. If the school district is required to make up instruction days, the parties shall meet within ten (10) days (request by Board) and mutually decide where to place these additional days on the calendar.

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

ARTICLE 26  
School Improvement – Site Based Decision Making

- A. School Improvement Plans (SIP)  
The provisions contained in this section shall apply to all School Improvement Plans (SIP) as provided in Public Act 197 of 1989, Section 15.1919 (919b) MSA.
- B. In the event that any provision(s) of a SIP or application thereof violates, contradicts, or is inconsistent with the collective bargaining agreement, the collective bargaining agreement shall prevail.
- C. Any provision(s) of a SIP or application thereof affecting the wages, hours, and/or other terms and condition of employment, or the impact of any wages, hours and/or other terms and condition of employment of any bargaining unit members must have the written approval of the Association prior to being adopted and/or implemented.
- D. The conditions which follow shall govern employee participation in any and all plans, programs or projects included in the term "SIP":
  - 1. Participation by the employee is voluntary.
  - 2. Participation or non-participation shall not be used as a criterion for evaluation, discipline or discharge.
- E. The Board shall have the right to determine the composition of the SBDM and SIP committees. The Board agrees teachers shall be on the committees. Once the Board has determined the composition of the committees, the OTEA shall have the right to select the teacher representatives.

ARTICLE 27  
Mentor Teachers

- A. Participation of bargaining unit members as mentor teachers shall be voluntary and without compensation.
- B. The relationship between any mentor, whether or not he/she is a bargaining unit member, and the probationary teacher shall be confidential and shall not, in any fashion, be a matter included in any evaluation.
- C. A mentor teacher will be released for three (3) hours per semester to observe, meet with, or work with a probationary teacher.

ARTICLE 28  
Miscellaneous Provisions

- A. One (1) copy of this Agreement shall be provided to each teacher; then ten (10) additional copies will be held by the Board and any additional copies must be purchased from the Board.
- B. Faculty members will be admitted free to all school events.
- C. If a Letter of Agreement states it is to be incorporated into the Master Agreement at the time it is written, it will be considered part of the Master Agreement and will be included in the Master Agreement language when subsequently retyped.

ARTICLE 29  
Duration of Agreement

- A. This Agreement shall be for three (3) years, from July 1, 2006, through June 30, 2009.
- B. Appendixes A, B, C, D, Y and Z are incorporated into this Agreement.

PURSUANT TO THE AUTHORITY GRANTED BY THE GOVERNING BODIES OF THE respective parties, the parties hereto set their hands and seals the dates specified below, by their duly authorized agents, effective as of July 1, 2006.

ONTONAGON AREA SCHOOL DISTRICT  
BOARD OF EDUCATION

By: *Deane J. Juntunen*  
Its President

Date: 12-13-06

And By: *Ann Cleary*  
Its Secretary

ONTONAGON TEACHER'S EDUCATION  
ASSOCIATION:

By: *David J. Juntunen*  
Its President

Date: 12-04-06

And By: *Janelle E. Carlsgaard*  
Its Secretary

APPENDIX A  
ONTONAGON AREA SCHOOL DISTRICT  
2006-2007 Salary Schedule

STEP	BA/BS	BA+PERM or BA+18	MA/MS	MA/MS+10	MA/MS+20
1	29,836	30,708	31,581	32,274	32,968
2	31,433	32,459	33,453	34,146	34,841
3	33,033	34,210	35,326	36,018	36,715
4	34,633	35,961	37,198	37,890	38,585
5	36,234	37,711	39,068	39,762	40,458
6	37,833	39,461	40,943	41,636	42,330
7		41,212	42,815	43,507	44,203
8		42,961	44,688	45,381	46,075
9		44,710	46,558	47,251	47,947
10		46,462	48,431	49,124	49,820
11		48,212	50,302	50,995	51,692
12	Same as Step 11, plus see paragraphs one and two below.				
13		49,417	51,560	52,270	52,984

1. Experience Adjustment Factor: Effective with the 1993-94 contract, any teacher at or over STEP 12 shall receive \$200 per year for every verifiable year of teaching experience in the Ontonagon Area Schools only.
2. Experience Adjustment Factor (for bargaining unit members prior to 1993-94 school year): Any teacher at or over STEP 12 shall receive \$200 per year for every verifiable year of teaching experience.



APPENDIX A  
 ONTONAGON AREA SCHOOL DISTRICT  
 2007-2008

STEP	BA/BS	BA+PERM or BA+18	MA/MS	MA/MS+10	MA/MS+20
1	30,582	31,476	32,371	33,081	33,792
2	32,219	33,270	34,289	35,000	35,712
3	33,859	35,065	36,209	36,918	37,633
4	35,499	36,860	38,128	38,837	39,550
5	37,140	38,654	40,045	40,756	41,469
6	38,779	40,448	41,967	42,677	43,388
7		42,242	43,885	44,595	45,308
8		44,035	45,805	46,516	47,227
9		45,828	47,722	48,432	49,146
10		47,624	49,642	50,352	51,066
11		49,417	51,560	52,270	52,984
12	Same as Step 11, plus see paragraphs one and two below.				
13		50,652	52,849	53,577	54,309

1. Experience Adjustment Factor: Effective with the 1993-94 contract, any teacher at or over Step 12 shall receive \$200 per year for every verifiable year of teaching experience in the Ontonagon Area Schools only.
2. Experience Adjustment Factor (for bargaining unit members prior to 1993-94 school year): Any teacher at or over Step 12 shall receive \$200 per year for every verifiable year of teaching experience.

APPENDIX A  
 ONTONAGON AREA SCHOOL DISTRICT  
 2008-2009

STEP	BA/BS	BA+PERM or BA+18	MA/MS	MA/MS+10	MA/MS+20
1	30,582	31,476	32,371	33,081	33,792
2	32,219	33,270	34,289	35,000	35,712
3	33,859	35,065	36,209	36,918	37,633
4	35,499	36,860	38,128	38,837	39,550
5	37,140	38,654	40,045	40,756	41,469
6	38,779	40,448	41,967	42,677	43,388
7		42,242	43,885	44,595	45,308
8		44,035	45,805	46,516	47,227
9		45,828	47,722	48,432	49,146
10		47,624	49,642	50,352	51,066
11		49,417	51,560	52,270	52,984
12	Same as Step 11, plus see paragraphs one and two below.				
13		50,652	52,849	53,577	54,309
14		51,918	54,170	54,916	55,667

1. Experience Adjustment Factor: Effective with the 1993-94 contract, any teacher at or over Step 12 shall receive \$200 per year for every verifiable year of teaching experience in the Ontonagon Area Schools only.
2. Experience Adjustment Factor (for bargaining unit members prior to 1993-94 school year): Any teacher at or over Step 12 shall receive \$200 per year for every verifiable year of teaching experience.

**APPENDIX B  
ONTONAGON AREA SCHOOL DISTRICT  
EXTRACURRICULAR**

	<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
<b>FOOTBALL</b>			
Head (1 squad) .....	\$5,027.00	\$5,153.00	\$5,153.00
Assistant .....	4,274.00	4,381.00	4,381.00
Jr. Varsity .....	3,771.00	3,865.00	3,865.00
Asst. Jr. Varsity .....	1,571.00	1,610.00	1,610.00
Junior High Football (2) .....	783.00	803.00	803.00
<b>BASKETBALL</b>			
Head .....	\$5,027.00	\$5,153.00	\$5,153.00
Jr. Varsity .....	3,771.00	3,865.00	3,865.00
Frosh .....	1,571.00	1,610.00	1,610.00
Junior High .....	783.00	803.00	803.00
<b>TRACK</b>			
Head .....	\$2,388.00	\$2,448.00	\$2,448.00
Assistant (1) .....	1,257.00	1,288.00	1,288.00
Junior High .....	783.00	803.00	803.00
<b>VOLLEYBALL</b>			
Head .....	\$5,027.00	\$5,153.00	\$5,153.00
Assistant .....	3,771.00	3,865.00	3,865.00
<b>GOLF</b>			
.....	\$1,383.00	\$1,418.00	\$1,418.00
<b>INTRAMURALS*</b>			
.....	\$503.00	\$516.00	\$516.00
<i>* per individual. New programs are subject to administrative approval.</i>			
<b>STUDENT COUNCIL</b>			
Senior High .....	\$591.00	\$606.00	\$606.00
Junior High .....	591.00	606.00	606.00

**MISCELLANEOUS**

Clubs	\$322.00	\$330.00	\$330.00
Paper	1,289.00	1,321.00	1,321.00
Yearbook	1,397.00	1,432.00	1,432.00
Play	1,397.00	1,432.00	1,432.00
Cheerleading	2,154.00	2,208.00	2,208.00
Football: 1 squad 23%; 2 squads 27%			
Girls' Basketball: 1 squad 23%; 2 squads 27%			
Boys' Basketball: 1 squad 23%; 2 squads 27%			
Junior High Girls' Basketball: 10% total for both 7th and 8th squads			
Junior High Boys' Basketball: 10% total for both 7th and 8th squads			
National Honor Society /	\$430.00	\$441.00	\$441.00
Camp Nesbit	322.00	330.00	330.00
*to a maximum of \$1,650			

**ACADEMIC COMPETITION**

	537.00	550.00	550.00
<b>ADVISORS</b>			
12-2	\$430.00	\$441.00	\$441.00
11-2	430.00	441.00	441.00
10-1	376.00	385.00	385.00
9-1	269.00	276.00	276.00
8-1	269.00	276.00	276.00
7-1	269.00	276.00	276.00
6	215.00	220.00	220.00

**SCOREKEEPERS**

Basketball & Football	\$36.40	\$37.31	\$37.31
Track	45.44	46.58	46.58

**CHAPERONES**

Under 75 miles	\$42.11	\$43.16	\$43.16
Over 75 miles	52.67	53.99	53.99

**BAND**

In District (per day) .....	\$43.99	\$45.09	\$45.09
Out of District (per day) .....	75.42	77.31	77.31

**OTHER**

Driver's Education Coordinator .....	\$565.00	\$579.00	\$579.00
Driver's Education (per hour) .....	21.99	22.54	22.54
Chorus .....	754.00	773.00	773.00
Weight Room Supervisor (per hour/max.) .....	\$8.80/\$628	\$9.02/\$644	\$9.02/\$644

Distance Learning (per period, per semester)

\$594.00

\$609.00

\$609.00

Counselors working beyond the normal school calendar shall receive an additional 2 day's pay.  
Any additional approved days beyond the 2 mentioned above shall be compensated at the Counselor's per diem rate.

**Coach's Evaluation**

- 1 Coaches shall be evaluated at least once every three (3) years by the Administration. Additional evaluations may be done at the discretion of the Administration.
- 2 Evaluations shall be based on the direct observations and/or knowledge of the evaluator. The evaluations shall minimally include the observation of one (1) full game or event and a minimum of one-half (1/2) hour practice session.
- 3 Upon completion of the evaluation, the Administration shall meet and discuss the evaluation with the coach. The coach shall be required to sign the evaluation. However, said signature shall not be interpreted to mean agreement with the content of the evaluation. The coach shall have the right to attach a response to the evaluation.

APPENDIX C

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

ONTONAGON AREA SCHOOL DISTRICT  
GRIEVANCE FORM

BUILDING	ASSIGNMENT	NAME OF GRIEVANT	DATE FILED
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Step 1

A. Date cause of Grievance Occurred \_\_\_\_\_

B.1. Statement of Grievance \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B.2. Relief Sought \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Grievant Signature Date

\_\_\_\_\_  
Association Signature Date

C. Disposition by Principal \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Principal Date

D. Position of the Association \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Association Signature Date

Step 2

A. Date received by Superintendent \_\_\_\_\_

B. Disposition of Superintendent \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Superintendent Signature Date

C. Position of the Association \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Association Date

Step 3

A. Date received by Grievance Committee \_\_\_\_\_

B. Position of Administration Committee Members \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Administration Signature Date

C. Position of Association Committee Members \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Association Signature Date

Step 4

- A. Date submitted to Mediation \_\_\_\_\_
  - B. Disposition & Award of Mediator \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

\_\_\_\_\_  
Signature of Arbitrator Date

Step 5

- C. Date submitted to Arbitration \_\_\_\_\_
  - D. Disposition & Award of Arbitrator \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

\_\_\_\_\_  
Signature of Arbitrator Date



APPENDIX Y  
PAYROLL RESOLUTION

(Pursuant to Article \_\_\_\_\_ of the Master Agreement)

WHEREAS Internal Revenue Code (IRC) Section 414(h)(2) permits employer "pick-up" of the employee portion of contributions to a retirement plan, thereby resulting in tax deferral of employee contributions; and

WHEREAS under the Michigan Public School Employees Retirement System (MPSERS) plan conditions, members may be allowed to: (1) redeposit contributions previously withdrawn plus interest, and when full repayment is made before termination of employment, the previously forfeited service is reinstated in full; and/or: (2) purchase permissive service credit.

NOW THEREFORE BE IT RESOLVED that in order to permit tax deferral for these additional amounts, an employee shall enter into a binding irrevocable payroll deduction authorization and such employee shall not have the option of choosing to receive the amounts directly instead of having them paid by the employer to MPSERS;

BE IT FURTHER RESOLVED that additional amounts herein specified, through payroll deduction from salary, are designated as being picked up by the employer and paid by the employer in accordance with MPSERS retirement plan requirements.

This resolution shall have an effective date of \_\_\_\_\_, 20\_\_.

REPORTING UNIT NAME: \_\_\_\_\_ (School District)

REPORTING UNIT NUMBER \_\_\_\_\_

Approved by the Governing Board (school board)

DATE: \_\_\_\_\_

Secretary of the Governing Board (school board)

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

\*\*\*\*\*  
SAMPLE FORM  
CONTACT BUSINESS OFFICE FOR  
MPSERS FORMS  
\*\*\*\*\*

APPENDIX Z

Election of Retirement and Universal Service Credit benefits under Article \_\_\_\_\_  
ADDITIONAL RETIREMENT CONTRIBUTIONS  
PAYROLL AUTHORIZATION

A Michigan Public School Employees Retirement System (MPSERS) member, pursuant to statute, is permitted to: (1) redeposit member contributions previously withdrawn plus interest, and when full repayment is made before termination of employment, the previously forfeited service is reinstated in full; and/or: (2) elect permissive service credit purchase through additional contributions to the retirement system. Any additional amounts due may generally be paid by the member directly to the retirement system, or the member may request, and the employer may permit, deductions through payroll.

I understand that my employer has adopted a resolution under the "pick-up" tax deferral provisions of Internal Revenue Code (IRC) Section 414 (h)(2) and that tax deferral of my additional amounts due to the retirement system requires this irrevocable payroll deduction authorization. The employer resolution (and this agreement) shall take effect \_\_\_\_\_ (Today's date).

I hereby authorize and understand that this authorization is binding and irrevocable under IRC Section 414 (h)(2) any my employer's resolution.

1. Deductions are to be made from my salary, for a total of \_\_\_\_\_ months in the amounts of \$ \_\_\_\_\_ per month with a final payment of \$ \_\_\_\_\_.
2. These are additional retirement contributions.
3. For the effective period of the agreement, payments are to be made by my employer. While this agreement is in effect, I understand that MPSERS will only accept payment from my employer for the designated service and not directly from me.
4. My employer is obligated to make payment pursuant to this agreement only if there are sufficient funds from my earnings to do so after any other mandatory deductions.
5. This agreement shall remain in effect only until: a) payroll payments are completed, or b) termination of employment.

REPORTING UNIT NAME (school district) \_\_\_\_\_  
NUMBER \_\_\_\_\_

I irrevocably authorize the above payroll deductions under the conditions specified in my employer's resolution and this authorization.

EMPLOYEE NAME \_\_\_\_\_  
EMPLOYEE SOCIAL SECURITY NUMBER \_\_\_\_\_

EMPLOYEE SIGNATURE \_\_\_\_\_  
DATE \_\_\_\_\_

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SAMPLE FORM  
BUSINESS OFFICE FOR  
MPSERS FORMS  
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