

MASTER CONTRACT

Between:

***Onaway Area Community Schools
Board of Education***

And

The Onaway Federation of Teachers

2007-2010

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Onaway Area Community Schools
Master Contract
(Teacher –Board)

DEFINITIONS

1. Advisory Group - The function of this advisory group is to discuss matters of mutual concern and make members aware of items regarding the Master Contract that may, through informal discussion and recommendation, alleviate the need for formal negotiation and/or procedures.
The Advisory Group shall consist of: Chief negotiator and salary chairperson or those designated by the OFT President; At least two, but not more than three, Board members and the directly concerned administrator(s).
2. Day shall mean a school day for all purposes used in this Agreement unless specifically stated otherwise for purposes of expediting a process.
*For leave purposes, any portion less than one half of a day will be counted as one half day.
3. Duty-free shall mean “No work duties may be assigned to a teacher by the administration.”
4. Emergency shall be defined as “An unforeseen circumstance, arising unexpectedly, which call for immediate action, which must be mutually agreed upon by the Superintendent and the OFT President.”
5. The term “teacher” when used hereinafter in this Agreement shall refer to all professional employees represented by the Federation in the bargaining or negotiating unit.

DURATION

This Agreement shall be effective as of September 1, 2007 shall continue in effect through the 31st day of August 2010. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

All articles may be reopened only by the mutual consent of both parties during the duration of this contract.

WHEREAS the Board of Educations (as defined by school law) and the Onaway Federation of Teachers (OFT) recognize and declare that providing a quality education for the children of the Onaway area is their mutual aim and that the character of such education depends predominately upon the quality and morals of the teaching staff, Board of Education and Administration, 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 a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Federation as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment and

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

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

ARTICLE I Recognition

- A. The Board hereby recognizes the Onaway Federation of Teachers as the exclusive and sole bargaining representative for all tenure and probationary teachers certificated by Michigan State Board of Education, whether under contract, on leave, employed or to be employed by the Board, excluding: supervisory and executive personnel, substitute teachers and service and clerical employees.
- B. The Board agrees not to negotiate with any teachers' organization other than the Federation for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Federation if the adjustment is not inconsistent with the terms of this Agreement, provided that the Federation has been given an opportunity to be present at such adjustment.
- C. Within 15 days of the beginning of their employment hereunder, as facilitated by OFT leadership, teachers shall sign and deliver to the Board an assignment authorizing deduction of membership dues for the American Federation of Teachers, Michigan Federation of Teachers and OFT, or the amount specified in Article 1, Section D, upon such conditions as the Federation shall establish. Such sum shall be deducted from the regular salaries of all such teachers and remitted to the proper Federation.
- D. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary and directly deposit same sum into any qualified financial institution. Teacher needs to contact the business office to make arrangements for, or changes to, direct deposit deductions.

- E. Each bargaining unit member shall, as a condition of employment, (1) on or before thirty (30) days from the date of commencement of duties or the effective date of the Agreement, whichever is later, join the Federation/Union, or (2) pay a Service Fee to the Federation, pursuant to the Federation's "Policy Regarding Objections to Political – Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy. The Service Fee shall not exceed the amount of the Federation dues collected from Federation members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall pay such Service Fee the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Federation, deduct the Service Fee from the bargaining unit member's wages and remit same to the Federation. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Money so deducted shall be remitted to the Federation, or its designee, no later than twenty (20) days following deduction.
- F. In the event of any legal action against the Employer, including individual members of the Board of Education, brought in a court or administrative agency because of its compliance with this Article, the Federation agrees to defend such action, at its own expense and through its own counsel provided: (1) The Employer gives timely notice of such action to the Federation and permits the Federation intervention as a party if it so desires, and; (2) The Employer gives full and complete cooperation to the Federation and its counsel in securing and giving evidence, obtaining witnesses, and make relevant information available at both trial and appellate levels.
- G. The Federation agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and cost imposed by final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article I, part D, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.
- H. Any bargaining unit member who is a member of the Federation, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions in the Federation as established by the Federation. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the MFT Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct one-twelfth of such dues, assessments and contributions from the regular salary check of the bargaining unit member each month for six (6) months, beginning on the first pay in October and ending on the second pay of March of each year, with a third pay of any such month having no dues deduction.
- I. Upon appropriate written authorization from the bargaining unit member, the employer shall deduct from the salary of any such bargaining unit member and make appropriate remittance for MFTSA's MFT-sponsored programs (tax-deferred annuities, saving bonds, charitable donations, MFT-PAC/AFT-PAC contributions or any other plans or programs jointly approved by the Federation and Employer.

J. Due to certain requirements established in 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 (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment shall take effect (30) days following the Federation's notification to non-members of the fee for that given school year.

ARTICLE II
Teacher's Rights

- A. Pursuant to Act 397 of the Public Acts of 1965, the Board hereby agrees that every teaching employee of the Board shall have the right freely to organize, join and support the Federation for the purpose of engaging in negotiations and other concerted school contracted and related activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any right conferred by Act 397 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or terms or conditions of employment by reason of his membership in the Federation, the teacher's participation in any activities of the Federation, or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. The Board specifically recognizes the right of its teaching employees appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency.
- C. The Federation and its members shall have the right to use school building facilities before or after school hours when permission has been granted and the date placed on the school calendar. No teacher shall be prevented from wearing small insignia or pins as identification of membership in the Federation either on or off school premises. Bulletin boards and other established media of communication shall be made available to the Federation and its members in the Onaway/Millersburg Teacher's Lounges.
- D. The Board agrees to make available to the Federation all available information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as will assist the Federation in developing intelligent, accurate, informed, and constructive programs on behalf of the teachers and their students, together with reasonable information which may be necessary for the Federation to process any grievance.
- E. The teachers shall be entitled to full rights of citizenship and no religious or political activities (excluding activities and/or organizations that directly or indirectly advocate subversive activities or the overthrow of the government) of any teacher of the lack thereof shall be grounds for discipline or discrimination with respect to the professional employment of such teacher.

ARTICLE III

Board of Education Rights Clause

The Board, on it's own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested upon in it by the laws and the Constitutions of the State of Michigan and the United States of America, including but without limiting the generally of the foregoing, the right;

- A. To the executive management and administrative control of the school system and its properties and facilities, and the school contracted and related activities of its employees.
- B. To hire all employees and, subject to the provisions of laws, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion; and to promote, and transfer all such employees.
- C. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the board.
- D. To decide upon the name and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.
- E. To determine class schedules, the hours of instruction, and the duties and responsibilities, and the assignments of teachers and other employees with respect there to, and with respect to administrative and non-teaching activities, and the terms and conditions of school contracted and related employment.
- F. The exercise of the foregoing rights, authority, duties and responsibilities by the Board shall be subject to the provisions of Public Act 379 and the State Tenure Act, the laws and constitution of Michigan, the laws and constitution of the United States, and the specific provisions of this Agreement.

Article IV
Negotiations Procedure

- A. At least (60) sixty days prior to the expiration of this Agreement, the parties will likewise begin negotiations of a new Agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.

- B. In any negotiations described in this article, neither party shall have any control over the selection of the negotiating representatives form within or outside the school district. It is the recognized that no final Agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Federation, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations subject only to ultimate ratifications.

Article V
Professional Provisions

- A. All teachers shall have a thirty (30) consecutive minute duty-free lunch period.
- B. When weather prevents students from going outdoors, the teacher will not be responsible for the supervision of the students in his/her classroom.
- C. Parent/Teacher Conferences & Time Schedules
 - 1. There will be two parent/teacher conferences each school year; according to the calendar at the times listed below:
 - Onaway Elementary – Thurs., 1-4 p.m. & 5-7 p.m.
 - Jr. & Sr. High – Thurs., 1-4 p.m. & 5-7 p.m.
 - Millersburg Elementary – Tue., 5-7 p.m. & Thurs. 1-4 p.m.
 - 2. Special appointments will be scheduled as needed.
 - 3. A half-day for the purpose of record keeping shall be provided for all K-12 teachers at the end of each semester. Second semester grades may be submitted no later than two business days following the closing of school.
- D. Teaching Hours and Prep Time
 - 1. Teacher's in the elementary and secondary schools will report to work at 7:45 a.m. and end their day at 3:35 p.m. during which time they will be given at least 60 minutes of prep. No block of prep time will be less than 30 consecutive minutes.
 - 2. Prep time is defined as time to be used explicitly to:
 - a. Assess/evaluate student work;
 - b. Develop lesson plans;
 - c. Write classroom curriculum;
 - d. Make improvements to the teacher's instructional environment;
 - e. Provide support to students, as the teacher deems necessary.
 - 3. For 06-07 school year the calendar committee will try to create a calendar that meets the state requirement of student contract hours. If all parties agree that a calendar cannot be created given the parameters of this contract and extra professional development will be required of the teachers, they will be paid at a per diem rate.
- E. On half-days school will be dismissed at 11:30 a.m.
- F. School will be dismissed at 2:30 p.m. on the day prior to Thanksgiving, Christmas and Spring Break.
- G. Teaching loads and assignments.
 - 1. Since the students are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned outside the scope of their teaching certificates or their major/minor field of study except in emergency measure and with the consent of the staff member(s) involved.

2. Teachers who will be affected by a change in grade assignment in the elementary school grades and by changes in subject assignment in the secondary school grades will be notified and consulted by their principal as soon as the need for change is determined.
3. Because the student-teacher ratio is an important aspect of an effective educational program, an attempt will be made to meet the following class size goals:
 - Grades K-3.....25 students maximum
 - Grades 4-5.....30 students maximum
 - Grades 6-12.....30 students maximum
4. Tentative teaching assignments and approximate class sizes will be available to teachers 30 days prior to the end of the current school year, except in case of emergency.

H. Telephone facilities shall be made available to teachers.

I. The employer shall provide within each school at least one lounge-type area.

J. Discrimination

The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, or association with the activities of any employee organization. The Board and Federation pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color, or national origin and seek to achieve full equality of educational opportunity to all students.

K. School Calendar

The school calendar is attached as an addendum. The right to set the opening date of each school year is specifically reserved to the Board of Education. The Board does agree to negotiate with OFT representatives on other dates within the school calendar, and must abide with any jointly approved (administration and staff) proposal. The calendar committee shall be composed of no more than seven persons: up to three chosen by the Superintendent, up to three chosen by the President of the OFT, and one member of the support staff. The calendar is to be agreed upon through consensus in a unanimous decision, not a simple majority.

ARTICLE VI

Policies

A. Vacancies and Promotions

1. Whenever any OFT-bargaining unit position occurs in the district, the Board shall publish the same by giving written notice of such vacancy, as soon as officially known, to the Federation President and by providing for appropriate posting in every school building, and in the local newspaper. A copy will be sent to the Federation President for filing in the Business Office, and the President shall post that copy in the Onaway Faculty Lounge. The Federation President shall be sent a copy of the vacancy during the summer months. Positions as above described shall be posted at least ten (10) school days prior to being filled except in cases of emergency.
2. Any teacher may apply in writing to the appropriate/involved building principal for such vacancy. In filling such vacancy the Board of Education agrees to give weight to the professional background and attainment of all applicants and to strongly consider such qualified candidates as exist on the present staff. The written application must contain specific information as to certificates, majors, minors and experiences, which specifically apply to the job areas.
3. In the event that an in-house candidate applies for a vacant position, and is deemed equally qualified for the position, it shall be awarded to that candidate based on seniority.
4. Teachers should notify the Superintendent's office by the first of April, if they are considering not returning the following school year. Any teacher, who is not returning, must notify the Superintendent no later than July 15.

B. Transfers

1. Involuntary transfers may be affected only for reasonable and just cause. Thirty (30) days (except in case of emergency) prior to the effectuation of any involuntary transfer, the Administration shall provide the effected teacher and the Federation with written reason for the transfer.
2. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as they may have had under this Agreement prior to such transfer to supervisory or executive status.

C. Medical & Bereavement Leave/Sick Days

1. All teachers, absent from duty, shall be allowed ten (10) days per year; such days may be accumulated (if not used) to a maximum of 185 days. Those teachers with 0-5 years who contract a serious illness or injury that would cause them to be absent beyond their accumulated days will not be docked providing they can provide medical verification for up to (1) year with full benefits and pay, excluding pregnancies which will be covered by FMLA.
2. Leave will be granted for:
 - a. Personal illness, quarantine, or certified disability;
 - b. Serious illness in the family;

- c. Bereavement purposes.
 - d. Leave will be granted for personal doctor and dentist appointments, as well as doctor and dental appointments for spouse and/or dependents. All appointments, except emergencies, should be requested 24 hours in advance. If possible, teachers should attempt to schedule these appointments outside of the normal school day.
 - e. Other reasons (emergency) only as approved by the involved principal.
3. If requested by the involved principal, a doctor's verification shall be required.
 4. Staff will follow Will Sub procedures set up by administration for sick leave and pre-arranged absences. In the event Will sub is not functioning, all requests for absence should be directed to the building administrator. In the event Willsub substantially changes systems that create procedural issues, the board will agree to open negotiations to discuss this issue only.
 5. Teachers who use 3 or less sick days will be paid compensation at a rate of \$200 (total) in their last June paycheck.

D. Leave of Absence

1. Personal Days – Annually three (3) days may be used for personal days, the unused portion accumulating to not more than six days. For purposes of securing substitutes, teachers are to notify the building principal at least 72 hours in advance except in case of emergency. No personal day will be allowed during the first 5 days of the school year, semester exam week, the last five days of the school year, Senior Exhibition Day, nor during parent teacher conference times, except in cases of emergency. No personal days will be granted the day prior or after an early release break (Thanksgiving, Christmas, Spring Break). Additionally, teachers who call in sick during this time must present documentation from a doctor indicating a doctor's visit. There will be a stipend of 80 dollars per day for unused personal days beyond (6) six or at the request of the teacher for beyond (3) personal days which will be paid automatically in the last June paycheck. No more than 5 staff members may use personal days at one time, unless a substitute can be found. Days will be allocated on a first come first served basis and does not include district business.
2. Leave of absence with pay, not charged against the teacher's sick leave allowance, shall be granted for the following reasons:
 - a. Absence when a teacher is called for jury duty. Notice must be given as soon as possible. (The difference between fee allowed and daily salary based on 175 days).
 - b. Court appearance as a witness in any case connected with the teacher's employment or the school or whenever a teacher is subpoenaed to attend any proceedings. Notice must be given as soon as possible. (The difference between fee allowed and daily salary based on 175 days).
 - c. Administrative-approved visitation at other schools, or for attendance of educational conferences or conventions.
3. Leave of absence without pay shall be granted provided:
 - a. A suitable replacement can be found;
 - b. The requesting teacher has completed three consecutive years of service in this system upon application and;

- c. The teacher gives a reasonable advanced notice before the end of the school year. If a teacher has not returned by the agreed date, the teacher will forfeit all tenure and employment rights. Any teacher taking more than one semester leave of absence under this subsection (D 3) will not receive credit for an increment or for seniority accumulation; otherwise, salary improvements occurring during such period shall be allowed.
4. Leave of absence without pay shall be granted for the following purposes:
 - a. Study related to the teacher's license field;
 - b. Study to meet eligibility requirement for a license other than that held by the teacher;
 - c. Other reason(s) or emergency as approved by the involved administrator. For any leave in this section (D 4. c.) to be granted, an approved substitute must be available (except in an emergency).
 - d. Teachers after each 4th consecutive year of service may be granted one-week leave of absence without pay for personal reasons. After one leave of absence has been taken, an additional 4 consecutive years of service must expire. The building principal must approve leave of absence. Leave will not accumulate; days must be consecutive and taken in one block.
 - e. For the purpose of serving as an officer of the Union. Upon return from such leave, the teacher shall be placed at the same position on the salary schedule as they would have been had they taught during the period. Notification of extension of leave shall be made in writing by July 15th of each year.
 - f. For the purpose of campaigning for, or serving in, a public office. A teacher returning from such leave will be placed into the next vacancy for which the teacher is certified and qualified according to the applicable terms of this contract. Upon return from such leave, a teacher shall be placed on the next position on the salary schedule above the position the teacher was on when the leave was taken, unless the teacher returns during the same year.
 - g. Other reason(s) or emergency as approved by the involved administrator. For any leave in this section (E 4. g.) to be granted an approved substitute must be available (except in emergency).
5. Pregnancy related leave.
 - a. The teacher shall provide to the involved principal at least thirty (30) days prior to the anticipated birth of the child the following information:
 - i. Anticipated date of birth of the child;
 - ii. Date disability is to begin as certified by a medical doctor;
 - iii. Date of return as certified by a medical doctor.
 - b. A teacher may utilize accumulated sick leave during that period if the teacher's doctor certifies the teacher to be medically unable to work because of pregnancy or complications arising there from. The teacher agrees to provide the involved principal weekly certification of the continued disability. A teacher utilizing accumulated days shall upon termination of the certified disability immediately return to work.
6. Military leave of absence shall be granted to any teacher who shall be drafted for military duty into any branch of the armed forces of the United States. Teachers on military leave shall be given the benefit of any salary improvements that would have been credited to them had they remained in active service in the school system and/or as provided by Federal Regulations. "Failure to return on the agreed upon written date (except in case of emergency as determined by the

principal and which must have advance submission or written proof) shall cause the teacher to forfeit all rights to job tenure and the job position itself, which shall immediately be declared open and posted as such.”

- E. To receive compensation for prearranged non-contractually specified duties, the requesting teacher must submit a compensation form which includes the following: Name of the teacher, date of the service, time served, purpose of the service, and approval of teachers supervisor.
- F. All professional development will be kept track of on Willsub. Teachers are required to type up a description of the professional development under the appropriate section when filling out their Willsub request.

ARTICLE VII

Protection of Teachers

- A. The Board recognizes its responsibility to render support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular student requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, or whenever it appears that the presence of a particular student in the class will impede the education of the balance of the class because of disruptions caused by said student, the Board will attempt to provide special help for the student.
- B. Teachers will adhere to Board Policy regarding the exclusion or "snap suspension" of a student at any particular time.
- C. Any case of assault (either verbal or physical) upon a teacher shall be promptly reported to the involved principal, in writing by the involved teacher. The Administration will advise the teacher of their rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- D. The Board, in consultation with the Federation, shall promulgate rules and regulations setting forth the procedures to be utilized in disciplining, suspending or expelling students for misbehavior. Such rules and regulations shall be distributed by the Board to students, teachers and parents at the commencement of each school year.
- E. Time lost by a teacher in connection with any incident mentioned in this article shall not be charged against the teacher unless the teacher is proven negligent. (Daily salary based on 175 days-benefits from Worker's Compensation).
- F. Any complaints directed toward a teacher shall be promptly called to the teacher's attention.
- G. Teachers shall be expected to exercise reasonable care with respect to the safety of students and property.
- H. No teachers shall be reprimanded, disciplined or deprived of any professional advantage without just cause. All reprimands shall be delivered in private.

I. Due Process

1. Those non-tenure teachers whose immediate supervisor decides that they will not recommend for retention, will be afforded the right to a hearing by the Board of Education at the same meeting that the supervisor makes his recommendation known to the Board. The teacher will be given written notice at least one school week prior to such a hearing with reason(s) for that teacher's dismissal. If the non-tenure teacher declines such an invitation that teacher shall be given a written statement signed by the appropriate principal. Voluntary resignations are specifically excluded from this requirement. Said statement shall be handed to them by the appropriate principal no later than 48 hours (excluding weekends and school non-attendance days) following the decision of the Board of Education to terminate employment.
2. In order to prevent prolonged delays in the awarding of a vacant/open position, the Board agrees to seek any qualified applicant on staff first (see ART. VI for the manner of search). If this creates another vacant/open position the process would repeat until there is only one vacant/open position that would need to be posted.
3. Any teacher relieved of a position shall be accorded the same right. Said notice shall state the reason(s) presented by the Administration and considered by the Board in rendering its decision. It shall be the right of said teacher to appear before the Board at its next regular meeting to discuss the decision.

ARTICLE VIII
Miscellaneous Provisions

- A. This Agreement shall supersede any rules, regulations or practices of the Board, which shall be contrary or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher's contracts. All individual teachers' contracts shall be made expressly subject to the terms of this Agreement and shall be incorporated into and be considered part of the established policies of the Board.
- B. Original copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed. These copies shall be presented to all teachers as soon as possible and shall become their property. Maintaining the Master Agreement on disk will be the joint responsibility of the Administration and the OFT President. In the event of a new hire, an additional copy will be printed and provided to the new employee.
- C. There shall be 5 non-student attendance days required of all teachers for professional development each year as set in the calendar. The provision will not increase the number of teacher contract days beyond 175 days. If student contact time is to be increased by **state mandate** beyond the provisions in this contract (1098 hours minimum), teachers will be compensated at the driver education hourly rate. This would pertain to the school year of the change. Future years would become negotiable.
- D. All new teachers shall have 3 additional in-service days (non-compensated) at the beginning of each school year. All non-tenured teachers shall have an additional 2 in-service days (non-compensated) at the beginning of each school year.* An agenda for the 2 days will be established by the Advisory Group.
*First Day/All new teachers report for familiarization with the school system. Next two days/New & Non-tenured teachers report for professional development.
- E. "Act of God" Days policy.
Any emergency, or inclement weather, which closes school and is required by Michigan Department of Education to be rescheduled, shall be scheduled by mutual agreement of the Federation's Chief Negotiator and the Superintendent, rescheduled days or hours may be scheduled at other times. Professional compensation to teachers shall not be reduced because of such school closings and make up days shall be rescheduled with no additional salary paid to teachers.
- F. The Board shall provide at no cost to the Federation 10 days per school year of released time for the handling of Federation business as requested by the Federation President and approved by the involved principal. This may be taken in ½ day blocks. No union business may be conducted during class time, without prior consent of the Superintendent.

- G. "T.W.I.T." – In the event that two-way interactive television becomes an alternative to be used for the instruction of students in the Onaway Area Community Schools the following will be complied with:
- a. Teacher assignments to teach classes utilizing two-way interactive television will be voluntary for teachers. However, teachers will be encouraged to develop classes for use in the system.
 - b. Any class that will be granted credit, will be taught by certified teachers.
 - c. Teachers will be provided with training in methods of teaching for the new system. This will be at the expense of the school system and at no cost to the teacher.
 - d. The sending school district shall be the employer.
 - e. Classes produced shall not be copied or reproduced in any manner so as to cause any teacher to be replaced.
 - f. The use of the two-way interactive TV program shall not cause any teacher to be laid off.
 - g. As this would be an exploratory program, the parties agree to reach prior agreement on hour and terms or conditions of employment that are not herein covered.
- H. Any medical requirements constituted for employment by the State of Michigan or other governing bodies shall be made available and paid for by the school including any co-pays made to obtain said medical requirement (for example Hepatitis vaccinations for Special Education teachers).

ARTICLE IX

Grievance Procedure

- A. Definition – A claim by a teacher or the Federation that there has been an alleged violation, misinterpretation, or application of any provision of this Agreement or policy.
- B. Time Limits – All time limits herein shall consist of school days except that when a grievance is submitted on or after May 15 time limits shall consist of calendar days so the matter may be resolved before the close of school or as soon thereafter as possible. Time limits may be extended only with the written consent of the Administration and the Federation. If time limits as required in this Article are not observed by the grievant or the Federation, the grievance must be considered as abandoned. If time limits as stated in this Article are not observed by the Board or Administration, the grievant or Federation has the right to move the grievance automatically to the next level.
- C. Grievance levels are defined in the following order:
1. The immediate supervisor.
 2. Superintendent of Schools.
 3. Board of Education.
 4. Committee.
 5. Arbitration.
- D. In the event that a teacher (Grievant) believes there is a basis for a grievance, the teacher shall first discuss the alleged grievance with their immediate supervisor either personally or accompanied by his Federation representative. Such discussion must be held within 3 days of the alleged violation, misinterpretation or misapplication, or within 10 days of the discovery thereof. In the event such discussion cannot be held within this time limit due to extended absence of the teacher, then the time limit at this level only shall come into effect upon the return to duty of the absent teacher. In the event, such discussion cannot be held within this time limit due to the extended absence of the teacher's immediate supervisor, then at the conclusion of such time limit the teacher shall be free to proceed to the next level of this grievance procedure.
- E. If, as a result of the informal discussion with the immediate supervisor, a grievance still exists, a grievant may invoke the formal grievance procedure on the form set forth, signed by the grievant and an OFT officer (President, Vice-President, Secretary, Treasurer, or Chief Negotiator) of the Federation. Said form shall be available from the Federation representative in each building. A copy of the grievance form shall be delivered to the immediate supervisor within 3 days after the informal discussion. If the grievance involves more than one school building, it may be filed with the Superintendent or a representative designated by him.
- F. Within 3 days of receipt of the grievance, the immediate supervisor shall meet with an OFT officer (President, Vice-President, Secretary, Treasurer, or Chief Negotiator) in an attempt to resolve the grievance. The immediate supervisor shall indicate his

disposition of the grievance in writing within 3 days of such meeting, and shall furnish two copies thereof to the Federation.

- G. If the grievant or the Federation is not satisfied with the disposition of the grievance, or if no disposition has been made within 3 days of such meeting, the grievance shall be transmitted to the Superintendent within 3 days. Within 3 days the Superintendent or his designee shall meet with an OFT officer (President, Vice-President, Secretary, Treasurer, or Chief Negotiator) on the grievance, and shall indicate his disposition of the grievance in writing within 3 days of such meeting, and furnish two copies thereof to the Federation.
- H. If the Federation or the grievant is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within 3 days of such meeting, the grievance shall be transmitted to the Board by filing written copies thereof with the Secretary of the Board and the Superintendent within 3 days. The Board, shall hold a hearing on the grievance or review such grievance in executive session or give such other consideration, as it shall deem appropriate at the next scheduled Board meeting, providing it has been submitted to the Administrative Office on Wednesday prior to that Board meeting. Disposition of the grievance by the Board in writing shall be made no later than 3 days thereafter. Two copies of such disposition shall be furnished to the Federation.
- I. If the Federation is not satisfied with the disposition of the grievance by the Board, if no disposition has been made within the period above provided, the grievance may be submitted to a committee, composed of 3 Board members and 3 teachers, by written notice given to the Superintendent within 15 days after the above specified period. The Committee, no later than 2 calendar weeks, shall hold a hearing on the grievance. Disposition of the grievance by the committee in writing shall be made no later than 3 days thereafter. Two copies of such disposition shall be furnished to the Federation.
- J. If the Federation is not satisfied with the disposition of the grievance by the Committee, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration by written notice given within 15 days after the above, specified period. If the parties cannot agree as to the arbitrator within 5 calendar days from the notification the arbitration will be pursued, an impartial arbitrator shall be selected by the American Arbitration Association in accordance with its rules, which shall likewise govern the arbitration proceeding.
- K. Powers of the arbitrator – It shall be the function of the arbitrator, and the arbitrator shall be empowered except as their powers are limited below, after due investigation to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.
 - 1. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - 2. The arbitrator shall have no power to establish new salary scales.
 - 3. The arbitrator shall have no power to rule on any of the following:
 - a. The termination of services of, or failure to re-employ any probationary teacher unless the termination did not follow due process and use just cause.

- b. The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule.
4. The arbitrator shall have no power to change any practice, policy, or rule of the Board nor to substitute the arbitrator's judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board. The arbitrator's power shall be specifically limited to deciding whether the Board has violated the express articles or sections of this Agreement.
5. The arbitrator shall have no power to decide any question, which under this Agreement, is within the responsibility of management to decide.
6. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall first determine the question of arbitrability. In the event that a case is appealed to an arbitrator, on which the arbitrator has no power to rule, it shall be referred back to the parties without a decision or recommendation on its merits.
7. There shall be no appeal from an arbitrator's decision.
8. The fees and expenses of the arbitrator shall be shared equally by the Board and the Federation. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

ARTICLE X

Tenure

- A. Each teacher, upon employment or at the beginning of the school year, whichever is later, shall be apprised in specific terms of the teacher's responsibilities. Teacher(s) will be informed of the specific criteria upon which they will be evaluated. The performance of all teachers shall be evaluated in writing. Probationary teachers shall be evaluated at least two times during the school year, commencing thirty days following the opening of school and to be completed by March first. The principal will confer with the teacher & mentor at least three days, but not more than five days, prior to scheduling tenure visitation. In that conference the teacher will provide lesson plans, objectives, and methods that will be used to obtain the objectives. The principal will explain the purpose and the goals they will be looking for in the evaluation and explain the tool that will be used for the evaluation. Tenured teachers shall be evaluated at least once every three years through classroom visits, adhering to the same timeframes, procedures (except mentor, at teacher's request Union rep may be substituted) and using the same forms as non-tenured teachers. Tenure visitations may be waived for teachers with ten or more years in the system.
- B. Observations shall be made primarily by the involved principal.
- C. Each classroom observation shall be made in person for a minimum of thirty (30) consecutive minutes. All observation of the performance of a teacher shall be conducted openly and with the full knowledge of the teacher.
- D. It shall be the responsibility of the administration to assist teachers to become oriented to the district and improve instruction through direct observation of the teacher's work and provide written summaries of those observations together with any recommendations the administrator may have for the teacher. Three copies of the written evaluation shall be submitted to the teacher for their signature at the time of each classroom observation or within three days thereafter. Two copies are to be signed and returned to the administration, the other copy is to be retained by the teacher. In the event that the teacher feels that their evaluation was incomplete or unjust they may, within five days after the report is handed them put their objections in writing and have them attached to the evaluation report to be placed in their personnel file. All evaluations shall be based upon valid criteria for evaluation of professional growth.
- E. No later than the regular March Board meeting date of each probationary year the final written evaluation report will be furnished to the Board of Education covering each probationary teacher. A copy of the report shall be furnished to the teacher. The teacher shall have an opportunity to submit additional information to the Superintendent. The teacher shall have the right to process a grievance through the procedure as provided in the Agreement. A bargaining unit member, who has not previously attained tenure, under the Michigan Teacher Tenure Act, MCLA 38.71 et seq, MSA 15.1971 et seq, in a position other than as a classroom teacher, who is placed in a position by virtue of this contract or any individual contract for such non-classroom position, but shall be deemed to have continuing tenure as an active classroom teacher. The employer shall adjust individual contracts (if any) to

specifically eliminate Tenure in Position and will notify all current and future members who hold or will hold such positions that they will not gain Tenure in Position.

- F. Each teacher shall have the right, upon request, to review the contents of their own personnel file. A representative of the Federation may, at the teacher's request, accompany the teacher in this review. Each teacher's personnel file should contain the following minimum items of information:
1. All evaluation reports
 2. Copies of annual contracts
 3. A transcript of academic record
 4. Tenure recommendation

ARTICLE XI
Reduction of Staff

A. General order of reduction priority: (from first gone to last gone)

1. Non-degree, degree w/o valid teaching certificate, or special permit.
2. Probationary teachers*
3. Tenure teachers*

*Based on seniority as follows: teachers hired (prior to July 1, 1997) shall have a seniority date of July 1 (for the year hired). The seniority date for teachers hired after July 1, 1997 shall be the date of official Board approval. In the event of a tie, a draw of straws will determine the affected seniority step. An annual seniority list will be provided to the staff at the beginning of each school year.

4. No employee following the seniority system for reduction of staff shall be reduced to ½ days of employment except on a voluntary basis. In cases of financial crisis in which the entire system must be placed on ½ days, the fringe benefits would continue to be paid in full for all teachers remaining on staff.

B. Specifics

1. After the automatic reduction through step one as outlined above the Board of Education shall determine the basic curriculum, schedule, and subject areas to be retained. On this criteria, the Board of Education shall then determine teachers to be retained based on subject matter preparation, area of certification, date of employment and seniority of personnel plus specific tenure recommendations; provided, however, that such action shall not be contrary to the proprieties established under the Tenure Act. The Board of Education shall give sixty (60) days notice of lay-off (from their last day of employment) to the individuals involved.
2. Involuntary openings created by seniority bumping are posted openings. These openings shall be posted at least 60 days prior to the end of the school year and take effect the following school year.
3. Lay-off pursuant to this article shall automatically terminate the individual employment contract of all non-tenure teachers and shall suspend for the duration of the lay-off the Board of Education's obligation to pay salary or fringe benefits under all tenure teacher's individual employment contract inclusive of all performed duties or under this Agreement (Master Contract).
4. The Board of Education shall recall teachers in reverse order of lay-off, assuming certifications are met for the position(s) being filled.
5. The Board of Education shall give written notice of recall from lay-off by sending a registered or certified letter to said teacher at his last known address. It shall be the responsibility of each teacher to notify the Board of Education of any change in address. The teacher's address as it appears on Business Office records shall be conclusive when used in connection with lay-offs, recalls or other notice to the teacher. If a teacher fails to report to work within ten (10) days from the date of mailing of the recall, unless an extension is granted, in writing by the Board of Education, the said teacher(s) shall terminate their individual employment contract and any other employment relationship with the Board of Education. Pursuant to the Tenure Act, tenured teachers laid off maintain their eligibility for recall for three years from the incidence of lay-off.

ARTICLE XII
Salaries, Benefits & Co-Curriculars

A. Basic Financing

The Board of Education and the Onaway Federation of Teachers agree to:

1. Guarantee each rehired (tenure/nontenure) teacher, fringe benefits and a year-to-year credit to appropriate scheduled salary maximum through step increment and schedule improvement, co-curricular areas are excluded.
2. Recognize that all teachers are to be treated as equal in raises irrespective of years of experience, race, creed, religious background, sex and/or handicap.
3. Teachers shall receive 26 equal pays.

B. Salary Agreement

	2007-2008	2008-2009	2009-2010
1	32,680	33,252	33,834
2	33,943	34,537	35,141
3	35,285	35,903	36,531
4	36,719	37,362	38,016
5	38,227	38,896	39,577
6	39,773	40,469	41,177
7	41,411	42,136	42,873
8	42,963	43,714	44,479
9	44,497	45,275	46,068
10	46,228	47,037	47,860
11	48,153	48,995	49,853
12	50,440	51,323	52,221
13	50,440	51,323	52,221
14	50,440	51,323	52,221
15	51,666	52,571	53,491
16	51,666	52,571	53,491
17	51,666	52,571	53,491
18	51,666	52,571	53,491
19	51,666	52,571	53,491
20	53,095	54,025	54,970

BA + 20	2,996	3,048	3,101
MA/BA + 40	6,298	6,409	6,521
MA + 12	7,117	7,242	7,369
Drivers Ed.	20.71	21.07	21.44

C. Benefits.

1. Health Insurance is provided through a Community Blue PPO Plan 4, furnished through Cadillac Insurance. The deductible will be funded by the School through a HRA plan. The policy will have a \$10/\$40 RX reimbursed down to \$10/\$20 through a HRA plan. Hospital Co-pays will be reimbursed through the HRA

plan. This plan would be in place for 5 years or until August 31, 2012. In the event the cost of the PPO Plan 4 with HRA reimbursements exceeds the cost of a PPO 1 plan, the teachers will agree to switch back to a PPO 1 Plan. Other than this provision, raises in monthly premiums will be absorbed by the Board of Education. Dental and Optical insurance will be maintained at their current 2006-2007 levels. The dental and optical plans will be with no "in lieu of" option. In the event that the district decides to bid insurance or that the state creates a unified teacher health plan, a committee of 2 teachers and 2 Board members (or their representatives) will be formed to determine that the benefits remain equal or are improved.

2. A \$20,000 term life insurance policy will be provided for all teachers.
3. Prescription co-pay will be \$10.00 for generic and \$20.00 for brand name items.
4. Teachers whose assignments are less than full-time will have their pay and benefits prorated to meet their assignment, but at no time will they fall below ½ time.
5. Teachers shall notify the business office within 30 days of any change in dependent or spousal health insurance coverage.

D. Teachers would be given the option of accepting 80% of the current health care premium to acquire health insurance from a source other than the School. Any teacher hired 1988 or before would receive their existing "in lieu of". If an employee is receiving health insurance coverage, that employee is not eligible for "in lieu of" benefits. No "in lieu of" benefits would be given to married staff who were both employed at the School.

E. Retirement Severance Pay - \$80.00 per day times the number of unused sick days. A minimum of 10 years or more in the Onaway system, is necessary, to be eligible for this benefit, which will be spread over a three year period. The first payment will be one year after the employee separates from the district. The second payment will be made one year later. The third and last, payment will be made one year later. If the teacher dies, their beneficiary will receive the payments. A teacher will be guaranteed a minimum of 30 days for severance purposes.

F. Any teacher who exceeds 185 sick days will be paid \$40 for each day over that limit. Payment will be made at the end of the school year. EXAMPLE: A teacher has 182 days to start the school year, and they receive their allotment of 10 days. They now have a total of 192 days. During the school year they use 3 days, and have a balance of 189 days left. They will be paid \$160 for the days over the limit, and they now have 185 days. The teacher will receive this payment in their check; or they may have it deposited in their annuity.

G. Early Retirement – Teachers, who are retiring and have completed a minimum of 15 years of service at Onaway Area Community Schools, may elect to choose one of the two following options:

1. At 25 years of service*, the district agrees to purchase 5 years of universal retirement time. At 26 years of service, the district would purchase 4 year of universal retirement time. At 27 years of service the district would purchase 3 years of universal retirement time. At 28 years of service the district would

purchase 2 years of universal retirement time. At 29 years of service the district would purchase 1 year of universal retirement time.

2. At 25 years of service the district will pay 50% of the individual teacher's salary**. At 26 years of service, the teacher would receive 40% of their salary. At 27 years of service, the teacher would receive 30% of their salary. At 28 years of service, the teacher would receive 20% of their salary. At 29 years of service, the teacher would receive 10% of their salary.

* A Year of Service as defined by the Office of Retirement Systems

**Excludes any co-curricular.

H. Miscellaneous compensation provisions

1. Incoming degreed experience:
 - a. A teacher coming into the Onaway Area Community School system shall receive credit for up to five (5) years providing that these years occurred within a ten (10) year period immediately prior to their employment by the Onaway Area Community Schools or;
 - b. A teacher with experience prior to this ten (10) year period shall be hired in at 0 years experience and shall receive credit for the prior experience only after the successful completion of their tenure probation. Such credit shall be for up to and including five (5) years of degreed experience only.
2. Incoming degreed teachers shall be accepted under any type of approved State Certification.
3. Degrees earned in spring or summer terms will constitute full pay the ensuing September through August contract period. Degrees earned fall and winter terms will constitute one-half allowance pro-rated for the balance of the year. Advanced degrees earned shall constitute additional pay as outlined per Section B.
4. Teaching an overage (one semester block beyond the normal 6 scheduled blocks) at the secondary level during the school year will result in the teacher earning an additional 1/8 of their regular salary. Advisory period does not constitute an overload assignment.
5. Driver Education – Hours and student assignment/loads as approved by the High School Principal.
6. With the approval of the Superintendent, if a staff member including the guidance counselor or librarian is required to work prior to the opening or following the closing of school, they shall be compensated at their regular daily pay rate.
7. The Board agrees to pay the librarian and counselor at the same rate they would pay a teacher to sub during their conference period.
8. The band director will be paid a stipend of 11% of the base salary to perform duties above and beyond normal classroom duties.

ONAWAY AREA COMMUNITY SCHOOLS

TO: APPROPRIATE/INVOLVED BUILDING PRINCIPAL

NOTE: THIS FORM MUST BE FILLED OUT IN FULL TO WARRANT CONSIDERATION! USE TYPE OR BLACK OR BLUE INK ONLY! IF IN INK, PLEASE PRINT!

DEAR _____:

This is to inform you that I wish you to arrange an interview. I desire to be considered an applicant for:

_____ (teaching position) _____ (grade or subject) _____ (school)

AND/OR

_____ (co-curricular category) _____ (co-curricular activity)

I am currently the holder of a valid Michigan teaching certificate:

_____ (number) _____ (expiration date)

_____ (type) _____ (other vocational/driver ed./etc. certificates)

My teaching majors and minors per my valid certificate are:

Majors: _____

Minors: _____

My experience in the same field (teaching area-subject matter) is as follows:

Reason for change: _____

Other: _____

Sincerely,

GRIEVANCE REPORT FORM

Grievance # _____ Onaway Area Community School District

Distribution of Form: Superintendent, Principal, Federation and Teacher

Building: _____ Assignment: _____

Name of Grievant: _____ Date Filed: _____

STEP I

A. Date cause of Grievance Occurred _____

B. 1. Statement of Grievance (Cite Contractual Violation) _____

2. Relief Sought _____

C. Disposition by Principal _____
Signature Date

Signature Date

D. Position of Grievant and/or Federation _____

Signature Date

STEP II

A. Date received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

Signature

Date

C. Position of Grievant and or Federation _____

Signature

Date

STEP III

A. Date received by Board of Education or Designee _____

B. Disposition by Board: _____

Signature

Date

C. Position of Grievant and/or Federation _____

Signature

Date

STEP IV

A. Date received Committee will meet: _____

B. Disposition by Committee: _____

Signature

Date

C. Position of Grievant and/or Federation _____

Signature

Date

STEP IN ARBITRATION

A. Date Submitted _____

B. Disposition _____

Signature

Date

ONAWAY AREA COMMUNITY SCHOOLS

Tenure Visitation

DATE

TEACHER'S NAME

TYPE OF CLASS OR GRADE

OBSERVATIONS:

RECOMMENDATIONS:

TEACHER'S SIGNATURE

ADMINISTRATOR'S SIGNATURE

DATE RECEIVED LETTER OF UNDERSTANDING

Comp Time is allowable for the following reasons:

1. Subbing during a conference hour.
2. If required by the administration to perform added duties outside the regular scheduled time.

*****Comp Time is not granted for professional duties like award ceremonies/graduation/etc. If unsure, discuss in advance.**

*****The form for Comp Time must be filled out, and filed, the same day.**

*****Comp Time which will exceed 4 hours must be approved, in advance, by the Superintendent.**

*****Comp Time may not be carried over from one school year to another.**

Record of Comp Time

Teacher doing the Comp Time: _____

Date Service rendered: _____

Time served: _____

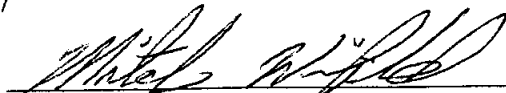
Purpose: _____

Supervisor's Approval: _____

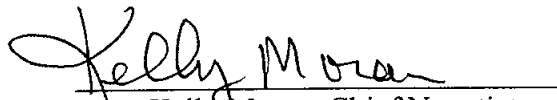
Comp Time over 4 hours must be approved by the Superintendent. Make 4 copies and give one to the principal, Superintendent, union binder, and serving teacher.

The preceding have been duly presented and approved by a total group action as policy affecting both parties as specified in this document, it is now as such formally attested to by the two parties.

Date: August 14, 2007



Mitch Winfield, President
Board of Education
Onaway Area Community Schools



Kelly Moran, Chief Negotiator
Onaway Federation of Teachers

Onaway Area Community Schools...

Working together to prepare students for life.

P.O. Box 307, Onaway, MI 49765

(989) 733-4950

fax (989) 733-4998

Bob Szymoniak, Superintendent
bszymoniak@oacsd.com

Memo: Kelly Moran, OFT Chief Negotiator

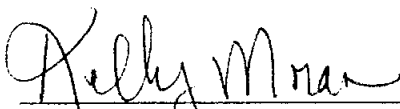
From: Bob Szymoniak

Date: August 22, 2007

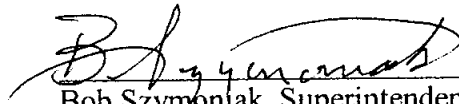
RE: Letter of Understanding

On behalf of the Board of Education, I am joining you in signing this letter of understanding which clarifies a contractual point as follows:

Administrative time will run from 7:45-8:25 a.m. and will be used for school improvement and other activities as directed by the administration to improve student achievement. It will not be used as "prep" time.



Kelly Moran, OFT Chief Negotiator



Bob Szymoniak, Superintendent

Date

8/22/07

Date

8-22-07