

**PROFESSIONAL AGREEMENT**

**between the**

**Onsted Community School District**

**and the**

**Lenawee County Education Association, affiliated with  
the Onsted Education Association, the Michigan  
Education Association, and the National Education  
Association**

**August 23, 2012 through August 23, 2013**

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## Introductory Paragraph

This agreement entered into this 23<sup>rd</sup> day of August, 2012 between the Lenawee County Education Association, hereinafter called the "Association", affiliated with the Onsted Education Association, hereinafter called the "OEA", the Michigan Education Association, hereinafter called the "MEA" and the National Education Association, hereinafter called the "NEA", and the Onsted Community School District, County of Lenawee, Michigan, hereinafter called the "Board." The signatories shall be the sole parties to this agreement.

### I. WITNESSETH

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

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

*Whereas*, the Board has the statutory obligation, pursuant to the Public Employment Act, Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

*Whereas*, the parties have reached certain understandings which they desire to confirm in this agreement.

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

### II. RECOGNITION

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The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all professional personnel including full time and part tenured and probationary classroom teachers, librarians and guidance counselors employed under contract by the Board (whether or not assigned to a public school building). The bargaining unit shall exclude all administrative employees including superintendents, assistant superintendents, and directors of school community relations, principals, assistant principals, school business managers, director of counseling, athletic director, technology director, network technician, technology and instructional support technician, and all other employees including teacher substitutes.

A substitute teacher will be classified a member of the bargaining unit when he/she occupies a long term position for more than 150 teaching days in a single school year. Teaching days do not have to be continuous.

### III. ASSOCIATION AND TEACHERS' RIGHTS

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

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

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

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

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

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

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

Individual teachers shall have a right to know of and review all documents that are part of their personnel file.

- M. In the event any bargaining unit member has responsibilities and/or duties in different buildings, said member shall be assigned by the administration to a building principal, for the purpose of teacher evaluations, staff meetings, and other duties of said member.
- N. In the event any bargaining unit member has responsibilities and/or duties in a building where the member's principal does not maintain his/her office, e.g. a fourth grade class housed in the middle school building, consideration will be given to providing a personal two-way communication system with said office.
- P. Teachers shall be entitled to the IRS rate for mileage reimbursement when driving their own vehicle in the course of their duty. Teachers must check for availability of District vehicle first for transportation needed for work purposes, or forfeit mileage reimbursement. If District vehicle is available, teacher is to use that vehicle or may use own vehicle without reimbursement. If District vehicle is not available, employee may use own vehicle and seek reimbursement as described above.

#### **IV. BOARD OF EDUCATION RIGHTS**

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The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and/or the United States, including, but without limiting the generality of the foregoing; the management and control of school properties, facilities, grade levels and courses of instruction, athletic and recreational programs, methods of instruction, library resources, materials used for instruction, and the selection, direction, transfer and promotion or demotion, discipline or dismissal of all personnel. The exercise of these powers, rights, authority, duties and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary, shall be limited only by the specific and express terms of this agreement.

**V. PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS**

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

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

- B. The Association has established a "Policy Regarding Objections to Political Ideological Expenditures." That policy and the administrative procedures (including the timetable for payment) pursuant thereto, apply only to non-association bargaining unit members. The remedies set forth in such policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this article shall be subject to the grievance procedure set forth in this Agreement, or to any other administrative or judicial procedure.

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

- C. The Association in all cases of mandatory fee deduction pursuant to MCLA 408.477; MSA 17.277 (7) shall notify the teacher of non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected. If the teacher fails to remit the service fee or authorized deduction for same, the Association may request the Board to make the deduction. The Board upon receipt of the request for an involuntary deduction shall provide the teacher with an opportunity for a due process hearing limited to the question of whether or not the teacher has remitted the service fee to the Association or authorized payroll deduction for same.

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

- D. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year. Consequently, the parties agree that the procedures in this article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee that given school year. In such event, it is agreed that the employee remains obligated for the entire annual representation fee.

- E. The Board of Education agrees to deduct from the salaries of teachers the professional dues/donations of the Association or a non-member's service fee when authorized in writing by each teacher desirous of having such dues or fees deducted.
- Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board may deduct one-twentieth (1/20) of such dues or service fees from the first twenty (20) regular pays, beginning in September and ending in June of each year and forward the dues/fees monthly to the LCEA designate. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by the following June.
- F. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for membership dues, donations or representation fee, the Board agrees promptly to disburse said sums to the Association's designate.
- G. All refunds claimed for deductions under such dues authorizations shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of any deduction made by the Board and paid to the Association, which deduction is by error in excess of the proper deduction.
- H. Any dispute between the Association and the Board which may arise as to whether or not an employee properly executed or properly revoked an authorization slip pursuant to this article shall be reviewed with the employee by a representative of the Board, and until the matter is resolved, no further deduction shall be made. The Board assumes no liability for the authenticity, execution or revocation of the authorization form.
- I. The Association agrees to indemnify and save the district, including individual school board members and their agents, harmless against any and all fees, awards, claims, demands, costs, suits, judgment or other forms of liability which may arise out of or by reason of action taken by the district or its agents in complying with this article. If at any time this save harmless is declared unenforceable or void, the agency shop provision of this agreement shall be declared invalid. The association has the right to choose legal counsel to defend any said suit or action.
- J. All payroll transactions will be conducted through Electronic Deposit.

## **VI. TEACHING HOURS AND CLASS LOAD**

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- A. The teaching day for all teachers shall start 15 minutes prior to the regularly scheduled school day and end 10 minutes after the regularly scheduled school day, except that on Fridays and the day before holidays, the teachers may leave five minutes after dismissal. Start and end times of the school day schedule will be mutually agreed upon with the Association prior to changes being made. Up to two (2) one-hour general staff meetings may be held per month during the months of September through the duration of the school year. Teachers will have forty-eight (48) hours notice prior to such meetings except in the case of an emergency. Meeting notice will include an agenda and supplementary materials to prepare for the meeting. In case of emergency, or for professional improvement, changes may be made for individual teachers if mutually agreed upon with the Principal.
- B. The normal teaching assignments in grades 6, 7, 8, 9, 10, 11 and 12 shall be scheduled class periods and one unassigned preparation period of not less than 40 minutes in length. The preparation period shall be used for class preparation, correcting papers, assisting pupils, parent conferences and is not to be considered free time for personal or Association business. Teachers may be assigned other supervisory duties during the regularly scheduled day not to include the scheduled teacher's lunch period and/or the unassigned preparation period. Students in grades kindergarten through fifth grade may have a daily fifteen (15) minute recess period in the morning or afternoon, but will be supervised by certified teachers or bargaining unit members. Elementary teachers may use any released time accorded them by dismissal of their students or by assignment of a special teacher to their room for professional planning and conferences with parents or other staff or other work related duties.

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

It is the Board's intention that these special education inclusion students will be spread out among Sections unless mutually agreed upon. A teacher assistant shall be assigned with a workday of no less than 3.25 hours per school day for full day sessions of developmental kindergarten, transition, and kindergarten classes. The teacher assistant will work in the assigned developmental kindergarten, transition, or kindergarten classes in classroom activities directly connected to the teachers' class.

The Board may assign teacher assistants to development kindergarten, transition and kindergarten classes in the following manner:

18 or less students	No teacher assistant
19 to 26 students	Teacher assistant at least 3.25 hours/day
27 or more students	Teacher assistant at least 5.0 hours/day

Teacher assistants shall be under the supervision of the teacher while in the classroom and shall be under the general supervision of the building Principal. The Board will provide in-service training for both teacher assistants and the teachers who receive the services of the assistants. Teachers who do not attend the in-service training sessions may be denied the services of an assistant. Teachers will have input on the testing of teacher assistants.



I. Pupil Teacher Ratio

1. Elementary-Intermediate

	Optimum	Maximum
Dev Kindergarten	16	22
Kindergarten	16	25
Transition	16	22
First-Second Grades	16	35
Third-Fifth Grades	20	35

2. Middle School - High School

English	20	33
Mathematics	20	33
Science	20	33
World Languages	20	33
Business	20	33
Industrial Arts	15	33
Vocational Courses	15	33
Music	30	--
Art	15	33
Physical Education	30	40
Health	20	33
Social Studies	20	33
Computer(grades 6-12)	20	33
Tech Ed	15	33

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

3. Special Education class loads will follow state guidelines and the LISD plan, including waivers.

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

J. In the Middle School and High School the Board will strive to remain below the maximums as stated in I-2. The teacher will be compensated a stipend of \$125.00 per class period in excess of thirty-three (33) students, per trimester. Determination of the stipend will be based on class list of the third Monday of each marking period. Physical Education and music are excluded from the stipend.

K. The classroom learning environment will not be interrupted with public address announcements or bell sounds when teachers are administering semester exams, MEAP tests or high school proficiency tests except in cases of emergency.

Each building will have a committee or appropriate format that involves input from teaching staff related to schedules for any abbreviated day.

- L. Parent-teacher conferences shall be scheduled for each trimester for DK-12. There shall be one conference of an agreed upon length for each trimester.
  - 1. The Board shall have the right to suspend the parent-teacher conferences due to lack of funds.
  - 2. All teachers in grades K-12 shall be required to attend no more than one curriculum meeting per trimester for their department or area of study.
- M. Extra-curricular activities may begin immediately after the close of the pupil's regular school day, provided arrangements have been made with the principal for the teacher to fulfill his regular obligations.

## **VII. SPECIAL STUDENT PROGRAMS**

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The Principal shall recommend to the school counselor and special education staff and all specialized personnel that they correlate special aid with the classroom teacher. Teachers who are assigned students identified on an IEPC will be afforded an opportunity to attend the initial and subsequent IEPC process of such students.

## **VIII. CURRICULA STUDIES**

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

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

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

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

The Board's decision shall be submitted to the District School Improvement and Curriculum Committee.

Representatives to this committee shall be designated no later than October 1<sup>st</sup> of each year.
- B. No less frequently than every four years, the Board shall establish a committee consisting of no less than two representatives each (representation to be equal) from the administration, teaching staff and Board of Education, to review the existing requirements for graduation from Onsted High School.

The committee shall present their recommendations to the Board, and the resulting Board action on the recommendations will be recorded.
- C. Realizing the importance of adequately yearly progress and to review staff portfolios under Elementary-Secondary Education Act/No Child Left Behind (ESEA/NCLB) the Board wishes to encourage the involvement of teachers.

In order to facilitate this action, the District School Improvement and Curriculum Committee will review the failure of achieving adequately yearly progress and will study various remedies to resolve the failure of adequately yearly progress.

## **IX. TEACHING CONDITIONS**

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- A. The parties recognize that optimum school facilities are desirable for both students and teachers to insure high quality education, which is the goal of both parties. The primary duty and responsibility of the teacher is to teach, and the organization of the school day should be directed toward insuring that

the energy of the teacher is utilized to this end. Academic freedom, subject to accepted standards of professional responsibility, will be guaranteed to all teachers.

- B. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools.
- C. The Board agrees to make available in each school adequate typing and duplicating facilities and clerical personnel to aid teachers in the preparation of instructional material.

THE BOARD SHALL PROVIDE:

1. Each teacher in the school system with a lockable drawer space large enough to file exams and papers.
  2. Suitable space for each teacher to store coats and personal articles.
  3. Adequate storage space in each room for materials.
  4. Copies, exclusively for the teacher to use, of all texts in each course he/she is to teach.
  5. A dictionary in every classroom.
  6. Adequate attendance books, paper, pencils, pens, chalk, erasers and other materials required in daily teaching.
  7. Work areas shall be provided for teachers during conference periods.
- D. The Board shall make available restroom and lavatory facilities exclusively for teacher use. Also, there shall be one room, appropriately furnished with desk and chair and facilities for use of an electric coffee maker if desired, which shall be reserved for use as a faculty lounge. Provision for such facilities shall be made in all future buildings.
- The Association will maintain adequate professional decorum in rooms designated as faculty lounges.
- E. Telephone facilities shall be made available to teachers for school business. Teachers should limit their personal calls, and the school must be reimbursed for all personal long distance calls.
  - F. Adequate parking facilities shall be provided and identified exclusively for teacher use.
  - G. Recognizing that efficient use of employed teachers is of the utmost importance to the district and will most benefit the students, there shall be no double assignments (“double assignment” is defined as teaching two different courses during the same class period) of teachers unless team teaching is being used or with teacher agreement.
  - H. At the conclusion of each school year, the teacher may present a written evaluation of his/her program and recommendations for improvement.
  - I. General announcements to students will be limited to three times per day except in cases of emergency. The times for the announcements will be given to the teachers at the first meeting of the year.
  - J. Teachers will receive in his/her opening day packet and/or upon hire the Board’s policy on acceptable uses of Internet/Intranet agreement. The Internet/Intranet or other electronic devices shall not be used in a negative fashion for evaluation purposes of a teacher. The Board agrees to provide appropriate, regularly, updated virus detection software on all of the Board’s computers. The software shall function in an automatic, passive fashion. Teachers will be given notice of any changes and/or policies regarding the Internet/Intranet prior to implementation. The staff and administration will settle disputes about the planned computer program and the evaluation of computer usage through consensus building.
  - K. In the event the Board desires to add a Virtual High School Distance Learning program, the Board will inform and discuss the program with the Association.
  - L. All teachers are required to prepare and keep up-to-date student records and up-to-date lesson plans.

- M. Bargaining unit members may choose appropriate supplemental and general accepted teaching techniques consistent with the educational goals and objectives of the Board of Education.

## **X. PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS**

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- A. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a Bachelor's Degree from a college or university approved for teacher candidacy by the State of Michigan and a Provisional, Permanent, Continuing, Professional Education Certificate, or a Full-year or Emergency Permit. This shall apply to all contract teachers.
- B. All teaching personnel must file a copy of a birth certificate with the Board at the time of employment; or in lieu thereof, such person shall file other reasonable proof of date of birth.
- C. Teachers holding certificates shall maintain a program to fulfill State requirements for Continuing or Professional certificates and are encouraged to show evidences of further advancement by means of resident study, correspondence work, travel, participation in professional faculty study groups and similar means of professional growth.
- D. Each teacher must submit his/her Social Security number to the Board.
- E. All teachers shall receive a copy of their individual contract. All teachers shall receive a copy of the master schedule by Friday before school starts from the building Principal. All teachers who will be affected by a change in grade or assignment will be notified and consulted. Any change from this assignment will be brought to the attention of the teacher as soon as it becomes apparent that a change will be made. Such change will not be made until all attempts have been made to notify and consult with the teacher.
- F. The Board and the Association recognize the desirability of multi-ethnic representation on the teaching faculty.

### **G. ADDITIONAL DUTIES**

1. All teachers will be expected to supervise a student activity two times per year.
2. During the changing of classes, teachers should make themselves available in their teaching areas. All teachers shall be responsible for supervision of students. Noted infractions of school policies and rules shall be reported to the building Principal.

### **H. ATHLETICS AND COACHING**

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

### **I. ADDITIONAL IN-SERVICE AND/OR WORK SESSIONS**

1. Up to two (2) additional teacher days may be scheduled for the purpose of in-service, work sessions, etc. for a part of or the entire faculty.
2. The teachers shall be paid their per diem rate of pay for each day.
3. Advance notice of no less than six (6) months shall be given to teachers required to attend additional sessions.

**XI. TRANSFER**

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

**XII. VACANCIES AND PROMOTIONS**

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- A. Whenever a vacancy arises, the Superintendent shall promptly post notice of such vacancy on a bulletin board in each school, for no less than three weeks before the position is filled and notify the Association in writing that this position is being posted.
- B. A vacancy exists only when positions exceed current staff and/or employees. The Board reserves the right to transfer employees when the number of employees does not exceed the number of positions available.

**XIII. TEACHER EVALUATION AND PROGRESS**

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- A. Mentor - In accordance with Public Act 335 of 1993, Section 1426, for the first three (3) years of employment in classroom teaching, a teacher shall be assigned one or more master teachers, or college professors or retired master teachers, who shall act as a mentor or mentors to the teacher. The building principal shall make the assignment(s). The Mentor Teacher assignment shall be subject to review by the Mentor Teacher and the Mentee after each semester. Either the Mentor Teacher or the Mentee may terminate the relationship at that time. Participation as Mentor Teacher is voluntary. The building principal shall publish a listing of mentors and mentees annually. The Mentor Teacher shall not be involved in evaluating the Mentee. A Mentor Teacher shall receive \$100 per trimester for being a Mentor Teacher. The Mentee shall be paid \$50 per day if the fifteen (15) professional development days required by P.A. 335 are not within the parameters of the regular workday and work year. The probationary teacher's mentor will be involved in meetings regarding the IDP. New teachers need to report conflicts with building administrator to their mentor/Association Representative. Mentor/Association Representative will use conflict resolution to resolve issues.
- B. The non-renewal of a probationary teacher shall not be subject to arbitration. The grievance procedure shall not apply to those areas covered by the Tenure Act, including but not limited to the discharge and/or demotion of a tenure teacher.
- C. It is expressly understood that the evaluation of the teacher and the criteria used to evaluate the teacher are not subject to the grievance and arbitration procedure.
- D. In the event the teacher feels an evaluation is unjust, he/she may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her personnel file.

**XIV. CALENDAR - ACT OF GOD DAYS**

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- A. For the 2012-13 school year, the school calendar shall consist of: One hundred eighty-four (184) staff days (minimum of 1,152 hours) and up to one hundred seventy- seven (177) student instructional days (minimum of 1,110 hours). A combination of half days and full days of in-service for professional development will be used. On the last day of each trimester, teachers will not be required to work once the students have left. Some staff development will be incorporated into the instructional hours. Any changes in the school calendar will be negotiated with the Association annually on or before April 1 and attached to the contract, as Schedule C, amended. The total annual salary of each teacher is based upon the total number of days scheduled. In the event of make-up of student instructional days/hours lost due to circumstances outside the control of the district, make-up of student instructional days/hours will be no more than the state mandated student instructional days/hours needed to qualify for state aid without penalty.
- B. Should a closing that occurs, because of conditions not within the control of school authorities, require the scheduling of additional days/hours of student instruction, because previously scheduled days/hours could not be counted to meet State minimum student attendance requirements, the days/hours shall be made up at the end of the school year unless negotiated differently. Professional development hours will be used to compensate for any hours lost to fog delays or early Act of God dismissals as long as the District does not lose State Aid. If the District is allowed state compensation for Professional Development instead of counting it as instructional hours, this paragraph shall be void.
- C. If, at any time during the life of this Agreement, it becomes lawful to count as days/hours of pupil instruction, days when pupil instruction is not provided due to conditions not within the control of school authorities, such as due to inclement weather, fires, epidemics or health conditions, it is agreed that the following school closing provision shall become immediately effective. When an Act of God or an employer directive forces the closing of a school or other facility of the employer, bargaining unit members shall be excused from reporting to duty without loss of pay. Days/hours lost due to school closing under the foregoing circumstances shall not be rescheduled. To the extent that any other provision of the collective bargaining agreement such as the school closing provision, school calendar or the like shall be inconsistent with the foregoing, such provisions shall be null and void as to the extent of the inconsistency.

**XV. CONTINUITY OF OPERATIONS**

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

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**XVI. LEAVES**

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**A. Illness or Disability**

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

Teachers who have accumulated sixty-seven (67) sick leave days at the beginning of a school year who use some of the sick leave days prior to becoming eligible for L.T.D. will be credited for the full 67 sick leave days if they are placed on long-term disability in that school year. If a teacher having met the requirements for terminal leave pay, exercises that provision of the contract, the maximum sick leave days accumulation used to determine the rate of terminal leave pay shall not exceed sixty seven (67) days or the grandfathered maximum at the beginning of that school year.

Unused sick day and personal business day payout for those days over 67 will be at the rate of forty-five dollars (\$45.00) a day and will be paid out at the end of the school year. Regardless of age, the payment can be made in cash or via a tax sheltered annuity plan from an approved vendor. Anyone selecting the tax sheltered annuity option should notify the business office by June 1 of the current school year. Any limits on tax sheltered annuity plans will be the individual employee/retiree's responsibility.

1. A teacher who is unable to teach because of personal illness or disability, including illness or disability due to pregnancy or childbirth, and who has exhausted all sick leave available, shall be granted a leave of absence without pay for the duration of such illness or disability up to one year, and the leave may be renewed each year upon written request by the teacher.
2. A teacher on leave covered by L.T.D. shall have the option to return to his/her present position during the year of his/her taking leave plus a first full school year after his/her leave began. After this time, a position must be available for which he/she is qualified before he/she may return to the staff.
3. A teacher reporting for duty at the beginning of his/her work period who is forced to leave because of illness or accident after two (2) hours of duty will be considered absent for sick leave purposes for one half (1/2) day. If forced to leave one and one half (1 1/2) hours after the beginning of the afternoon session, he/she is considered present for the entire day, and no deduction of salary or sick leave shall be made.
4. Following a prolonged or serious illness, the teacher shall, on request of the Superintendent or the Board, present a doctor's certificate certifying he/she is capable of returning to work.
5. A teacher who is absent from school and does not call in prior to 7:15 A.M. may have one day's salary deducted from his/her pay except in case of emergency.
6. A teacher may be required to submit to a physical examination by a physician upon request by the superintendent and will be paid by the Board.
7. A teacher proven guilty of using sick leave days, as defined in the contract, for purposes other than illness will be dismissed as an employee of the Onsted Schools.
8. A teacher shall be required to furnish medical certification of his/her continued ability to perform his/her duties as often as the Board may, in its discretion, request.

**B. Leaves of absence with pay, chargeable**

Leaves of absence with pay, chargeable against the teacher's sick leave allowance, shall be granted for the following reasons:

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

**C. Leaves of absence with pay**

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

1. At the beginning of every school year each teacher shall be credited with two (2) days to be used for personal business. Personal business is interpreted to be legal or business matters which cannot be conducted outside regular school hours. A teacher may be entitled to one (1) additional personal business day upon request, stating the nature of the business to be transacted and upon prior approval by the administration. This one (1) personal business day may be granted at the discretion of the administration whose decision shall be final and not subject to the grievance procedure. Personal business days must be requested by said teacher five (5) days in advance. In cases of emergency, the administration may waive the advance request period. Personal business days shall not be granted on the last workday prior to a school recess or the first workday of school after a school recess. Personal business days may not be used for social, recreational, travel or other nonessential reasons.
2. Up to five (5) days for the death of a spouse, children, parents, step-parents, brothers, sisters, stepchildren, in-laws, grandchildren and grandparents.
3. When a teacher is called for jury service, the compensation shall be the difference between the daily wage and the amount received for jury service.
4. Teaching days shall be granted for court appearance in any case connected with the teacher's employment. Two teaching days will be granted whenever a teacher is subpoenaed to attend any proceeding, except that this provision shall not apply in the event a teacher is requested or subpoenaed by the L.C.E.A., O.E.A., M.E.A.-N.E.A. or for a personal matter to appear in any proceeding.
5. In the event a bargaining unit member holds a statewide association position, the bargaining member will be released with pay to attend statewide board meetings.

**D. Leaves of absence without pay**

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

1. Study related to the teacher's license field.
2. Study to meet eligibility requirements for license other than that held by the teacher. A teacher under contract by the Board shall be considered on leave of absence for any time spent in the district to meet requirements for provisional certification, or any special certification continuations the state may allow.



3. Study, research or special teaching assignment involving probable advantage to the school district.
4. Leaves of absence in this section shall not exceed one year.
5. When the leave of absence is for one (1) year, the teacher shall return to the same step on the salary schedule as prior to said leave. If the leave of absence is for less than one (1) year, a teacher completing ninety (90) days shall be placed on the next higher step on the salary schedule. A teacher completing less than ninety (90) days shall return to the same step as prior to said leave.

E. Military leaves of absence

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

F. Association

At the beginning of the school year, the Association shall be credited with eight (8) days to be used by the Association officers or designated members providing there is not excessive disruption of school operations (i.e. parent/teacher conferences, professional development). The Association agrees to request such days no less than three (3) calendar days in advance and shall pay for the cost of the substitute.

G. General

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

H. Professional and Association Leave

Teachers may submit to their building Principal application for a professional or Association leave, which will be referred to the Board of Education for consideration of approval. The Board of Education may approve visitations at other schools, attendance at educational conferences, conventions or Association meetings. The application will be submitted to the building Principal. The Board may provide, under approved circumstances, the necessary funds for teachers who desire to attend selected professional conferences. Application should be submitted to the Principal.

I. Child Care Leave

1. Upon application, childcare leave without pay shall be granted to any member of the bargaining unit to care for an infant, including an adopted child.
2. The teacher shall specify the beginning and ending dates of the child care leave which will correspond as nearly as possible with the beginning and ending of a school trimester or grading period and shall not exceed one (1) year.

3. Subject to the Family and Medical Leave Act, the teacher shall return from child care leave only at the beginning of a trimester or grading period unless a staff vacancy occurs earlier and the teacher is qualified to fill the vacant position. Other circumstances, which warrant earlier reemployment, may occur and these may be considered as they occur.
4. A child care leave shall run concurrent with any Family and Medical Leave Act leave granted for the same purpose and shall be subject to the requirements of the FMLA, including the FMLA requirement to give at least thirty (30) days advance notice of the date the teacher expects to begin the leave and its anticipated duration when a leave is foreseeable and when not foreseeable to give advance notice as soon as practicable.
5. Credit on the salary schedule shall be as forth in paragraph G1 of this Article XVI.
6. Upon return from such leave, a teacher will be assigned a teaching position for which she is qualified.
7. When the leave of absence is for one (1) year, the teacher shall return to the same step on the salary schedule as prior to said leave. If the leave of absence is for less than one (1) year, a teacher completing ninety (90) days shall be placed on the next higher step on the salary schedule. A teacher completing less than ninety (90) days shall return to the same step as prior to said leave.
8. The teacher shall be eligible to return from maternity leave upon filing a physician's statement that she is physically fit for full time employment.
9. To receive sick leave payments, the teacher must perform all duties until physically disabled and return to service as soon as physically able to perform all duties as certified by her physician.
10. For all sick leave days claimed, the teacher must have a physician's certificate verifying physical disability, which prevents her from fulfilling her teaching responsibilities.
11. The teacher shall provide in writing a syllabus for the duration of the absence in order to maintain curricular continuity through the substitute, except in emergency situations.
12. Upon application, a childcare leave without pay shall be granted to any member of the bargaining unit for the primary care of a dependent infant child (defined in FMLA as a child under one (1) year of age). In the case of pregnant women, the child care leave shall commence at the conclusion of the maternity leave provided in No. 1 above or the conclusion of the period of disability should the teacher elect to utilize paid sick leave. If the birth of the child occurs during the school year, the child care leave shall be for the remainder of the trimester during which the child was born or up to two additional trimesters, at the employee's discretion. If the birth occurs during the summer, the child care leave shall be for up to two trimesters at the employee's discretion.

**J. Family Medical Leave Act**

As prescribed and required by the FMLA, the Employer will provide insurance benefits as per Article XIII of this Agreement. Before allowing any leaves for medical purposes under the FMLA, the employer may require the employee to obtain a second and/or third medical opinion or provide any necessary documentation for the need for such a leave from an Employer appointed physician. Any second or third opinion, not covered by insurance, will be paid for by the Employer. The employee may elect to use paid leave time accrued while on a FMLA leave. Any alleged Employer violations of the FMLA shall be dealt with under the procedures set up in the FMLA and will not be subject to the grievance procedure contained herein. Pursuant to the Family and Medical Leave Act of 1993, a teacher who has been employed at least twelve (12) months and worked at least 1,250 hours during the prior 12-month period is entitled to twelve (12) work weeks of leave during any 12-month period without pay but with group health insurance coverage maintained for one or more of the following reasons:

1. Due to the birth of a teacher's child and/or in order to care for the child;
2. Due to the placement of a child with a teacher for adoption or foster care;
3. Due to the need to care for the teacher's spouse, child or parent who has a serious health condition;
4. Due to a serious health condition that renders a teacher incapable of performing the functions of his/her job.

A "serious health condition" is defined by the law as an illness, injury, impairment, or physical or mental condition that involves (1) in-patient care in a hospital, hospice, or residential medical care facility or (2) continuing treatment by a health care provider. Other conditions of the Family and Medical Leave Act shall apply to leaves in this section. Eligible teachers are entitled up to twelve (12) weeks during what would otherwise be an unpaid leave of absence. The twelve (12) month period will be measured forward from the date the teacher's first FMLA leave begins (i.e., the "leave year" is specific to each individual teacher.) A teacher will elect whether or not to utilize paid leave allowance during FMLA leave.

K. Unpaid Leaves/Sabbatical

The Board may grant unpaid leave of absence for up to one (1) year provided that the teacher requests such leave of absence in writing to the Board on or before May 1<sup>st</sup> of each school year. This deadline will be extended to June 20<sup>th</sup> if a teacher notifies the superintendent by May 1<sup>st</sup> that he/she has applied for a fellowship or similar grant but does not expect to receive notification of his his/her acceptance in such a program prior to May 1<sup>st</sup>.

1. In order to be eligible for an unpaid leave of absence, the teacher must have taught for a period of seven (7) consecutive years in the Onsted Community School District prior to requesting the unpaid leave of absence. The Board will consider written requests for an unpaid leave for exchange teaching programs, study in an accredited college or university in areas of the teacher's professional responsibilities, or if the teacher is an elected officer in a state or national professional organization.
2. A teacher, upon return from a sabbatical leave, shall be restored to his/her former position or to a position of like nature and status, and shall receive the benefits as defined in Section 1235 of the revised Michigan School Code.
3. The Board will not grant more than three (3) unpaid leaves of absence per year.
4. A one-year credit on the salary schedule will be given to teachers on sabbatical leave provided this time is used for professional improvement in his/her teaching area.
5. If a teacher shall have been granted an unpaid leave of absence that teacher shall not be eligible for another paid leave of absence for a period of five (5) consecutive years.

L. Terminal Leave

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

Regardless of age, the payment can be made in cash or via a tax sheltered annuity plan from an approved vendor. Anyone selecting the tax sheltered annuity option should notify the business office by June 1 of the current school year. Any limits on tax sheltered annuity plans will be the individual employee/retiree's responsibility.

M. Return from Leave

Teachers returning from any leave must notify the Board sixty (60) days prior to July 1<sup>st</sup>.

N. Leaves when district is closed

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

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**XVII. SPECIAL AND STUDENT TEACHING ASSIGNMENTS INCLUDING SUBSTITUTES**

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- A. Assignments for Adult Education, Driver Education and Summer School programs will be made by the Superintendent on the basis of teacher application. Compensation shall be as set forth in Schedule A.
- B. The Principal agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call to report unavailability for work. Once a teacher has reported such unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.
- C. Supervisory teachers of student teachers shall be tenure teachers with no less than a Permanent Certificate or Continuing Certificate and five years teaching experience. They shall be regularly employed full time teachers who voluntarily accept the assignment. These supervisory teachers of student teachers shall not be considered as supervisors under Public Act 379, 1965.
- D. Supervisors of student teachers shall work directly with the university or college program coordinator and the Principal to assist in developing opportunities for the student teachers to observe and practice the arts and skills of the profession.
- E. The Board agrees to make available to the supervising teacher, a copy of the most recent accrediting report, texts, teachers' guides, building and district policies and a copy of this agreement to assist the student teacher.

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**XVIII. STUDENT DISCIPLINE AND TEACHER PROTECTION**

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- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance and control of discipline in the classroom. The Board acknowledges that it is in the best interest of the District and its responsibility to provide a safe learning and working environment for the District's students, teachers, administrators and support staff. The Board will follow the student code of conduct and support teachers in disciplining students.
- B. A teacher may exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in class intolerable. In such cases, the teacher will furnish the Principal, as promptly as his/her teaching obligations will allow, full particulars of the incident in writing.
- C. Any case of assault upon a teacher shall be promptly reported to the Board of Education or its designated representative. The Board may provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

- D. If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of his/her employment, the Board may provide legal counsel and render all necessary assistance to the teacher in his/her defense.
- E. Time lost by a teacher in connection with any incident mentioned in this article may not be charged against the teacher, with the teacher's pay continuing to the time of the teacher qualifying for monthly long term disability or weekly worker's compensation.

## **XIX. REDUCTION OF PERSONNEL**

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### **A. REDUCTION**

1. Seniority shall be defined as total years of continuous service to the Onsted School District in positions that require teacher certification. Unpaid leaves of absence shall not count towards seniority, but shall not be construed to be a break in continuous service. A current seniority list shall be made available to the Association at the beginning of each school year.
2. If two or more teachers have the same seniority date, the teacher with the highest last 4 digits in his/her social security number will have the highest seniority date.

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

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

### **B. REHIRING**

In the event of layoff, the Board will make every effort to insure that separated personnel may be placed in another teaching position.

### **C. QUALIFICATION**

1. Developmental Kindergarten through sixth grade teachers must hold a valid elementary certification or equivalent. In the areas of music, special education, Spanish, early childhood, library, reading, physical education, computers, and counseling, etc., a special endorsement will be required.
2. In grades 6, 7 and 8 a teacher must hold a major or minor within the subject area with appropriate certification required by State of Michigan or equivalent or subject matter experience. In the areas of music, vocational education, computers, special education, library, and counseling, etc., a special endorsement will be required.
3. In grades 9 through 12 a teacher must hold a valid secondary certification or equivalent with a major or minor in the subject area. In the areas of music, vocational education, computers, special education, library, and counseling, etc., a special endorsement will be required.

## **XX. PROFESSIONAL GRIEVANCE PROCEDURE**

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- A. An allegation by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provisions of this agreement may be processed as a grievance as hereinafter provided.
- B. In the event that a teacher believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with his/her building Principal either personally or accompanied by his/her Association representative.

- C. If, as a result of the informal discussion with the building Principal, a grievance still exists, he/she may invoke the formal grievance procedure through the Association. The grievant must file the formal grievance within 30 calendar days of occurrence on the form set forth in the Schedule D signed by the grievant and a representative of the Association, which form shall be available from the Association. A copy of the grievance form shall be delivered to the Principal. If the grievance involves more than one building, it may be filed with the Superintendent.
- D. **STEP I**
- Within five (5) calendar days of receipt of the grievance, the Principal shall meet with the Association in an effort to resolve the grievance. The Principal shall indicate his/her disposition of the grievance in writing within five (5) calendar days of such meeting, and shall furnish a copy thereof to the Association.
- E. **STEP II**
- If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) calendar days of such meeting (or ten (10) calendar days from the date of filing, whichever shall be later) the grievance shall be transmitted to the Superintendent. Within seven (7) calendar days, the Superintendent shall meet with the Association on the grievance. The Superintendent shall indicate his/her disposition of the grievance in writing within five (5) calendar days of such meeting and shall furnish a copy thereof to the Association.
- F. **STEP III**
- If the Association is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within five (5) calendar days of such meeting (or ten (10) calendar days from the date of filing, whichever shall be later), the grievance shall be transmitted to the Board by filing a written copy thereof with the secretary or other designee of the Board. The Board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be later, shall meet with the Association on the grievance. Disposition of the grievance in writing by the Board shall be made no later than seven (7) calendar days thereafter. A copy of such disposition shall be furnished to the Association.
- G. **STEP IV**
- If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator, mutually acceptable to the parties. If the parties cannot agree as to the arbitrator within five (5) calendar days from the notification date that arbitration will be pursued, the arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party.
- H. The arbitrator shall have no power to alter, add to, or subtract from, the terms of this agreement. Both parties agree to be bound by the award of the arbitrator and agree that the judgment thereon may be entered in any court of competent jurisdiction.
- I. The fees and expenses of the arbitrator shall be shared equally by the parties.
- J. The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15<sup>th</sup> of any year, and the strict adherence to the time limits may result in hardship to any party, the parties shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- K. Notwithstanding the expiration of this agreement, any claim of grievance arising hereunder may be processed through the grievance procedure until resolved.

**XXI. MISCELLANEOUS PROVISIONS**

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

**XXII. NEGOTIATION PROCEDURE**

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

**XXIII. INSURANCE**

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The Board of Education shall provide to each teacher medical insurance coverage annually. This insurance package will include the following specifications:

Plan A

The existing IRC Section 125 Plan will be continued so that teachers can pay the portion of the premiums they are obligated to pay through a Board approved IRC Section 125 Plan. The cost of the teachers' plan will be separated from any other employee group and used for the premium contribution calculation. The Board may add other employee groups to the teachers' plan.

Plan A Health Plan will include:

1. Blue Cross Blue Shield
  - Health Savings Account (H.S.A.)
  - High Deductible Plan \$1,250/\$2,500 (Fully Funded by District)
  - Office \$0 (applies to deductible)
  - 5/25/50 Drug Card deductible

Premium contribution paid by approved IRS 125 Plan – Payments are Pre-Tax. Deposit to employees' First Federal accounts: January 1, 2013 Full.

District contribution toward Health Insurance Plan will not exceed:

- Single - \$458.33 per month
  - Individual and Spouse - \$916.67 per month
  - Full Family - \$1,250.00 per month
2. Long Term Disability - 67% of MAX eligible salary \$3,000 maximum monthly benefit, 90 days modified fill elimination period, mental/nervous and alcohol/drug limited to 24 months, 5% minimum payout, pre-existing limits waived, family social security offset, maternity coverage, rehabilitation benefits, 2-year own occupation, freeze on offsets
  3. \$30,000 Negotiated Life and AD&D, disability waiver will apply.
  4. Vision – Eye Med Vision Care - Plan year is January to December.
  5. District Funded Dental- 80/80/80; \$1,000 annual max.; 50:500 lifetime max, two cleanings per year.

Plan B Health Plan will include:

1. Teachers who waive health insurance will be on Plan B and will receive \$425 per month for 2012-13.
  - Long Term Disability - 67% of MAX eligible salary \$3,000 maximum monthly benefit, 90 days modified



fill elimination period, mental/nervous and alcohol/drug same as illness, 5% minimum payout, pre-existing limits waived, family social security offset, maternity coverage, rehabilitation benefits, 2-year own occupation, freeze on offsets.

2. \$30,000 Negotiated Life and AD&D, disability waiver will apply.
3. Vision – Eye Med Vision Care - Plan year is January to December
4. District Funded Dental- 80/80/80; \$1,000 annual max.; 50:500 lifetime max, two cleanings per year.

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

#### **XXIV. RETIREMENT**

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Please refer to Board Policy for current early retirement incentive plan. The Board policy on early retirement incentive plan will be provided to all teachers prior to the December holiday break.

Retirement incentive plans shall be negotiated with the Association. Teachers will receive an updated copy of a newly negotiated plan following negotiations.

#### **XXV. PAYMENT FOR ADVANCED DEGREES**

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- A. The Board agrees to pay all teachers who have been in the system two years a special gratuity of fifty dollars (\$50.00) per semester hour for all hours beyond permanent certification and/or continuing certification required to attain the Masters Degree. This will be paid in full upon receiving the Masters degree.
- B. In order to encourage self improvement beyond the Masters Degree, the Board agrees to pay fifteen dollars (\$15) per semester hour for all hours necessary to complete work for the next higher degree. This will be paid in full to teachers who have been in the system no less than two years upon the completion of the degree.

#### **XXVI. MASTER TEACHER PROGRAM**

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Any teacher who meets the following qualifications shall qualify as a Master Teacher.

- A. Any teacher who has been employed by the Onsted Community Schools for at least fifteen (15) years or is on the final step of the salary schedule may elect to participate in the Master Teacher program during the teacher's final two (2) years of employment.
- B. An eligible teacher may elect to participate in the Master Teacher program by notifying the Superintendent in writing not later than May 1<sup>st</sup> of the year proceeding the desired participation year. A plan will be developed by the teacher and building administrator. A copy of the plan will be submitted annually, to the building administrator and Superintendent for approval by May 15<sup>th</sup> of the same year.
- C. Each Master Teacher and the District shall execute a Master Teacher contract, which shall describe the additional duties and responsibilities to be performed by the teacher. Paid Schedule B duties and assignments shall not qualify as additional duties for Master Teacher purposes. The Master Teacher duties may include the following or similar duties:
  - Resource Consultant
  - Curriculum Review and/or Development
  - Mentor
  - School Improvement or NCA Responsibilities
  - Staff Development

- Exploration and Implementation of Technologies
  - Student Testing duties and responsibilities
  - Student Assemblies
  - Special projects with students
  - Extra Teaching duties (perhaps teaching or supervising during planning period for a portion of the year)
  - Additional duties or responsibilities as mutually determined
- D. The Board will pay to the teacher the stipend specified in Schedule B for Master Teacher.
- E. A Master Teacher who does not retire or otherwise leave the employ of the District at the end of the program is removed from the Master Teacher program for failing to perform the additional duties required by the teacher's Master Teacher contract (or who leaves the program before the end of the program period) and shall reimburse the District for all Master Teacher stipends received plus retirement contributions and FICA taxes paid by the District on such stipends. Reimbursement may be a lump sum payment or a reduction in the teacher's salary over a period not to exceed one (1) year.
- F. Master Teacher compensation shall only be paid for duties actually performed. If a Master Teacher for any reason, including death or disability, performs only a part of the duties required by the Master Teacher Contract, the compensation shall be prorated based on the duties actually performed. Proration does not apply to daily absences, but does apply to extended absences. Each Trimester during the Master Teaching duty, the participating teacher will provide a report of progress and status on assignment to the building administrator and Superintendent. A teacher failing to make sufficient or satisfactory progress may request the assistance of the building administrator, or possibly be asked to terminate the agreement.

**SCHEDULE A**

**Teacher Salary Schedule**

STEP	2012-13 (0%)	2012-13 (0%)
	BA	BA +42/ MA
0	37,645	40,047
1	39,116	41,727
2	40,640	43,481
3	42,225	45,307
4	43,873	47,209
5	45,582	49,193
6	47,362	51,258
7	49,207	53,411
8	51,126	55,655
9	53,121	57,993
10	55,192	60,427
15	59,498	65,504
20	63,188	70,155
25		73,557

Beginning with September 1, 2004, credit hours will be pre-approved by the Superintendent for the BA +42 lane.

All past credit hours from an accredited university/college earned prior to August 31, 2004, will be honored.

I. Annual Increments

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

II. Teaching Experience Outside the System

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

III. Degree Qualification Compensation

When teachers qualify for a degree, which places them at a new salary on the salary schedule, their salary shall be changed to the new amount, but prorated according to the balance of the school year for that contract period. Notification and proof of a degree (transcript or letter verifying completion of program from University) that places a member at a new salary level must be received by August 31 each year for a new pay rate to take effect. Transcript is needed on file as soon as available.

IV. Curriculum Committee

Members working on curriculum, including accreditation, shall receive either a stipend of seventy-five dollars (\$75.00) per half day or one hundred twenty-five dollars (\$125.00) per full day during summer recess. Released time shall be granted during the regular school year. Curriculum review team members may be required to attend up to three (3) days during the summer.

V. Summer Teaching Teachers

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

Teacher Hourly Rate: 2012-2013          \$21.94

2012-13 extracurricular pay/Schedule B will increase the same as the across the board increase.

VI. Full-Time Counselors

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

VII. Extracurricular Assignments and Pay

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

- B. Payment for the following activities shall be twice a year, one-half of the stated amount per payment.

	2012-13 (0% INC.)
Class Advisors: 9th and 10th Grade	1,054
Class Advisors: 11th and 12th Grade	1,939
Band Service	2,249
Choir: K-5 = 1/3 Stipend amount	281
Choir: 7-12 = 2/3 Stipend amount	561
High School Yearbook	2,908
Middle School Student Council (1)	707
Elementary Student Council (1)	707
Middle School Yearbook	707
National Honor Society	952
OAC	952
International Club	660
High School Youth in Government (2)	660
Grade Chairs (K-5)	240
MS Team Leaders/Grade Level Chairs	240
Core HS Dept. Chairs	240
District Dept. Chairs (Mathematics, English Language Arts, Science, Social Studies and Elective 'Specials')	397
Elementary Equations (1)	397
Middle School Equations (1)	397
High School Equations (1)	397
School Improvement Chairs	240
SADD Advisor, Key Club, High School Quiz Bowl and Spirit Club	240
Master Teacher	5% of Salary

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

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

	<b>2012-13</b> (0% INC.)
Junior/Senior Play (1)	1,547
Middle School. Play (2)	704
Middle School Revue (2)	704
Faculty Counselors Sixth Grade Camp	282
MS./H.S. Dance Chaperones	43
Science Fair	680
Lock-In Overnight Chaperone	70
Sixth Grade Camp Director (1)	983
Math/Science Tech Camp	704
Middle School Trip Organizer	704
Science Olympiad	704

#### **SCHEDULE B**

Payment method for activities will be selected by employees on a Supplemental Pay Contract that will be completed prior to activities beginning or with Teaching Contracts as an additional form. The paycheck will be released upon completion of said items.

1. The following steps are designed for the coaching of athletics only.
2. The service at each step must be continuous or the step will revert to zero.
3. Changes of positions within a sport will not be considered experience unless approved by the Superintendent.
4. The Board reserves the right to place newly employed coaches to the system at positions of experience on the salary step.
5. Additional staff positions will be negotiated as necessary.

Schedule B 2012-13 Coaching Salaries

	Pay	0	1	2	3	4	5	6
Football	Head	4017	4245	4481	4747	5013	5298	5608
	Var Asst	2690	2842	3002	3181	3361	3549	3760
	JV Head	2690	2842	3002	3181	3361	3549	3760
	JV Asst	2330	2463	2599	2753	2907	3073	3253
	8th Head	2009	2120	2241	2372	2508	2652	2803
	8th Asst	1685	1781	1880	1996	2107	2226	2356
	7th Head	2009	2120	2241	2372	2508	2652	2803
	7th Asst	1685	1781	1880	1996	2107	2226	2356
Basketball	Head	4017	4245	4481	4747	5013	5298	5608
	Var Asst	909	947	988	1031	1079	1128	1179
	JV Head	2690	2842	3002	3181	3361	3549	3760
	Freshmen	2330	2463	2599	2753	2907	3073	3253
	8th Head	2009	2120	2241	2372	2508	2652	2803
	7th Head	2009	2120	2241	2372	2508	2652	2803
	Purple Team	683	720	763	806	852	900	951
BB/SB	Head	2690	2842	3002	3181	3361	3549	3760
	Var Asst	909	947	988	1031	1079	1128	1179
	JV Head	1685	1781	1880	1996	2107	2226	2356
Track	Head	2690	2842	3002	3181	3361	3549	3760
	Var Asst	1685	1781	1880	1996	2107	2226	2356
	MS Head	1685	1781	1880	1996	2107	2226	2356
	MS Asst	909	947	988	1031	1079	1128	1179
Golf	Head	2330	2463	2599	2753	2907	3073	3253
	JV Head	844	892	942	997	1054	1111	1178
Wrestling	Head	3334	3524	3720	3938	4162	4399	4654
	Var Asst	2690	2842	3002	3181	3361	3549	3760
	MS Head	1685	1781	1880	1996	2107	2226	2356
	MS Asst	1004	1062	1121	1187	1255	1324	1402
Volleyball	Head	3334	3524	3720	3938	4162	4399	4654
	JV Head	2690	2842	3002	3181	3361	3549	3760
	Freshmen	1790	1891	1997	2115	2235	2363	2499
	MS Head	1685	1781	1880	1996	2107	2226	2356
	Purple Team	683	720	763	806	852	900	951
Cheer	Var Head Fall	1325	1401	1479	1566	1654	1750	1852
	JV Head Fall	1004	1062	1121	1187	1255	1324	1402
	Var Head Winter	1325	1401	1479	1566	1654	1750	1852
	JV Head Winter	1004	1062	1121	1187	1255	1324	1402

**Schedule B**  
**2012-13 Coaching**  
**Salaries cont'd**

Cheer cont'd	Comp Cheer Head	1685	1781	1880	1996	2107	2226	2356
	Comp Cheer JV	1004	1062	1121	1187	1255	1324	1402
	MS Fall	844	892	942	997	1054	1111	1178
	MS Winter	844	892	942	997	1054	1111	1178
Soccer	Head	2690	2842	3002	3181	3361	3549	3760
	JV Head	1685	1781	1880	1996	2107	2226	2356
Tennis	Head	2330	2463	2604	2753	2907	3073	3253
	Var Asst	844	892	942	997	1054	1111	1178
XC	Head	2690	2842	3002	3181	3361	3549	3760
	MS Head 7/8	1685	1781	1880	1996	2107	2226	2356



**Schedule C -- 2012-2013 Calendar**

**July-12**

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

**August-12**

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

**September-12**

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

**October-12**

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

**November-12**

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

**December-12**

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

- PD - No students
- 1st day of trimester
- No students - 1/2 day PD and conferences (K-12)

**January-13**

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

**February-13**

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

**March-13**

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

**April-13**

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

**May-13**

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

**June-13**

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

- Early dismissal for all 11:10
- Vacation - No school
- Last day of trimester - 11:10 dismissal students
- K-12 evening conference

June 13 and 14 are potential made-up days.

**DURATION OF AGREEMENT**

This Agreement shall be effective upon ratification of both parties and shall continue in effect until August 23, 2013.

THE LENAWEE COUNTY EDUCATION  
ASSOCIATION AFFILIATED WITH THE  
O.E.A., M.E.A., N.E.A.

ONSTED COMMUNITY SCHOOL DISTRICT

By: \_\_\_\_\_  
Jennifer Marlatt, President

By: \_\_\_\_\_  
Todd Gentner, President

By: \_\_\_\_\_  
Heather Smith, Negotiating Team

By: \_\_\_\_\_  
Kevin Brooks, Secretary

By: \_\_\_\_\_  
Sharon Upp, Negotiating Team

By: \_\_\_\_\_  
Mark Haag, Superintendent

By: \_\_\_\_\_  
Penny Spooner, Negotiating Team

By: \_\_\_\_\_  
Paula Kious, Negotiating Team

By: \_\_\_\_\_  
Mary Halley, MEA Uniserv Director

**Schedule D**

**Onsted Community Schools**

Part of Agreement Date: \_\_\_\_\_

**Grievance Report**

Building	Assignment	Name of Grievant	Date Filed
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**STEP I**

Grievance Occurred: \_\_\_\_\_

Statement of Grievance:


Relief Sought:


Association Authorization: \_\_\_\_\_  
Date: \_\_\_\_\_

Disposition by Principal:


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

Grievant and/or Association Position:


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

**STEP II**

Date Received by Superintendent:

Disposition of Superintendent:

Signature: \_\_\_\_\_

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

Position of Grievant and/or Association:

Signature: \_\_\_\_\_

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

**STEP III**

Date Received by Secretary of Board:

Disposition of Board of Education:

Signature: \_\_\_\_\_

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

Position of Grievant and/or Association:

Signature: \_\_\_\_\_

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

Appendix 1

Letter of Agreement

between

Onsted Community School District (the “Board”)

and the

Lenawee County Education Association affiliated  
with the O.E.A., M.E.A., N.E.A. (the “Association”)

Re: Emergency Financial Manager

An Emergency Financial Manager appointed to the District under the Local government and School District Fiscal Accountability Act may reject, modify, or terminate this collective bargaining agreement as provided in Local government and School District Fiscal Accountability Act.

This clause is included in the Agreement because it is legally required by State Law. The parties did not agree to this provision. By signing the agreement, the Association does not agree or acknowledge that this provision is binding either on the Association or on the Board. The Association reserves all rights to assert that this clause is unenforceable.

Lenawee County Education Association  
affiliated with the O.E.A., M.E.A., N.E.A.

Onsted Community School District

\_\_\_\_\_  
Jennifer Marlatt, President

\_\_\_\_\_  
Todd Gentner, President

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

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