

**2018 – 2019
MASTER AGREEMENT**

BETWEEN THE

ONTONAGON AREA SCHOOL
DISTRICT
BOARD OF EDUCATION

AND

ONTONAGON TEACHER'S
EDUCATION ASSOCIATION
(an affiliate of the Copper Country Education
Association and of the
Michigan Education Association)

Effective July 1, 2018

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

This Agreement effective the 1st day of July, 2018 by and between the Ontonagon Area School District Board of Education of Ontonagon, Michigan, and the Ontonagon Teacher's Education Association of Ontonagon, Michigan, hereinafter called the "Association".

WITNESSETH

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

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

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

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

ARTICLE 1
Recognition

- A. The Board hereby recognizes the Ontonagon Teachers' Education Association, an affiliate of Copper Country Education Association and of the Michigan Education Association, as the exclusive bargaining representative, as defined by Michigan law, for all certified teachers presently employed or to be employed by the Board.
- B. "Teacher" for the purpose of the contract is defined as a person employed by the Board on a full year contract who regularly teaches school or is a counselor, librarian or technology coordinator for at least 50% of his or her working hours.
- C. The District agrees not to negotiate with any individual employee or organization other than the Association for the duration of this agreement, except with the agreement of the Association.
- D. As used in this Agreement, the terms "District", "Employer" and "Board" all refer generally to the Ontonagon Area School District (unless the context otherwise requires).
- E. Nothing contained herein shall be construed to deny or restrict to any teacher nor to the Board rights under the Michigan General School Laws. The rights granted to teachers and to the Board shall be deemed to be in addition thereto, and anything in this agreement in conflict therewith shall be void.

ARTICLE 2
Management Rights

- A. The Board on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by law and the Constitution of the State of Michigan, and of the United States.

- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and expressed terms hereof are in conformance with provisions of P.A. 379 of 1965, the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

- C. Nothing contained herein shall be considered to deny or restrict the Board's rights, responsibilities and authority under the Michigan General School Laws, Revised School Code as amended through State School Aid Acts, and other applicable federal, state, or local laws or regulations as they pertain to the Employer.

ARTICLE 3
Teacher Rights

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher under full year contract with the Board, shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations. As a duly elected body exercising governmental power under the law of the State of Michigan, the Board undertakes and agrees that it will not discharge or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States.

- B. With administrative approval, the Association and its members shall have the right to use school building facilities at all reasonable hours for Association business under the same conditions that other organizations are so authorized and subject to the same rules and regulations governing such use as are now or hereafter promulgated by the Board except that no usage fee(s) shall be levied upon the Association for such use, except that the Association shall reimburse the Board only if custodial costs are incurred as a result of such use. Any such requests shall not be arbitrarily denied.

- C. The just cause standard shall not apply to Appendix B positions (extracurriculars), but there shall be a reasonable basis for failure to reappoint such an employee.

- D. The Board shall review the District audit with the OTEA membership following the Board's approval of the audit.

ARTICLE 4
Professional Compensation

- A. The salaries of teachers covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement.
- B. The parties agree that the Board shall honor individual requests by teachers to participate in tax sheltered annuity plans upon the teacher filing with the Board the "Salary Reduction Agreement" as required to give effect to any such plan. The Board reserves the right to designate one insurance company to receive and disburse to the various companies designated by the individual teachers all sums to be applied to such annuity plans, but the selection of the company whose plan the teacher elects to participate in shall be the sole option of the teacher.
- C. The parties further agree that the Board shall honor individual requests made at the start of the school year by teachers to deduct a predetermined sum from the teacher's paychecks for deposit in the credit union to which the employees of the Ontonagon Area School District own shares. Additional changes may be made with the consent of the Administration.
- D. Those teachers who, in their professional opinion, deem it advisable to attend National, State or Regional meetings related to their teaching assignment, or such in-service workshops or institutes as may be of ultimate benefit to their students may attend such meetings with the permission of the Administration and actual expenses will be paid by the Board up to the following amounts:

Breakfast	\$ 10.00
Lunch	\$ 12.00
Dinner	\$ 20.00
Overnights	\$115.00

Mileage for such meetings shall be paid for actual distances traveled, and whenever possible, a school automobile may be provided in lieu of paying mileage with the Board covering the expenses of operation of said automobile. Criteria to be used in making a decision as to who may attend professional conferences and meetings shall include, but not be limited to, the needs of the District, areas of specialization of the teacher, cost, the validity of the program and the number of conferences or seminars attended by the applicant as opposed to other applicants for other programs. If a request for attendance at such conferences at Board expense is rejected, the reason for such rejection shall be in writing, and such rejection shall not be subject to review under the grievance procedure. However, if a teacher requests permission to attend a conference, at his or her own expense, and the Administration grants such permission in writing and specifies that such shall be at the teacher's own expense, the Board need not pay such expenses.

- E. Outside experience shall count the same as experience in the system as determined to be appropriate by the District provided no less than one-half (1/2) credit, and no more than full credit, will be counted
- F. The first payday for the fall semester will be either the first day of student attendance or the first regular District payday after the school year begins. Regardless, the first payday will be no later than the Friday of the first week that school resumes. Each teacher, at his or her option, shall have the choice of one of the following methods of being paid his/her annual salary and shall notify the school of his/her choice during the first week of school:

- a. Twenty-one (21) equal bi-weekly paychecks;
- b. Twenty-six (26) equal bi-weekly paychecks distributed 1) over the course of 52 weeks or 2) with twenty one checks issued bi-weekly with the remaining five (5) checks dispersed at the end of the school year. Those final five checks shall not be post dated.

Teachers shall have the option of electronic direct deposit of their payroll checks.

If a payday falls on a non-banking day, checks will be available Thursday and shall not be post dated.

- G. For all SCHECH's taken after July 1, 2009, if the required amount of SCHECH's are pre-approved, earned, and equivalent to graduate credit, teacher's may request a lane change with documentation proving earned credit prior to September 1 or February 1 of the current school year. (25 SCHECH's = 1 graduate credit).

ARTICLE 5
Teaching Hours: Faculty Meetings

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

Teacher's will be present in their classroom or assigned area 5 minutes prior and will remain in their classroom or assigned area for 5 minutes after the students session day. Teachers shall be expected to remain in class at all times students are present except in situations of special need when another employee is available to oversee the classroom or in case of an emergency. Before each holiday, or before either of the two evening parent-teacher conferences, the faculty may leave the building at the conclusion on the students' school day.

- B. Teacher time shall be assigned as follows:
1. Preparation time will be a minimum of 270 minutes per week.
 2. Lunchtime will be 30 minutes per day, duty free.
 3. The additional time shall consist of the time before the first morning classes begin and the time after the students are dismissed. Such time will be used as the teacher sees fit for the purpose of individual work or for assisting students.
- C. Teachers shall share the responsibility of maintaining student discipline and order in their respective building.
- D. Teachers shall be entitled to a duty-free, uninterrupted lunch period, except that noon hour duties will be assigned in the discretion of the building administration on a rotating basis, with an equitable division among the staff. No assignment will be made unless volunteers are unavailable. Teacher's accepting lunch period, morning hall/cafeteria or afternoon hall/bus supervision duties shall be paid at a rate of seventy dollars (\$70) per full day earned or up to three (3) of these days may be used as compensation days prior to April 1. Teachers may choose to be paid for accumulated days on the payday prior to Christmas and/or at the end of the school year. The days are payable upon termination of employment for any reason. In the event of the teacher's death, accumulated days will be paid to the designated beneficiary.
- E. The Administration may schedule general faculty meetings or departmental meetings two (2) afternoons monthly, when needed, to last no longer than one hour after the final bell. In the event no meeting is needed, the Administration will advise the teachers as soon as possible of such cancellation. Except in emergencies, meetings will be announced at one week in advance and will not be held on the last workday of the week.
- F. The annual calendar shall reflect the State required number of professional development days opportunities for staff. Professional development activities shall be planned, with input on content from the Association, by the Administration.

An additional scheduled professional development day will be included prior to the start of school for teachers. Attendance will be mandatory for probationary teachers and voluntary for tenured teachers. No stipend will be paid.

ARTICLE 6
Teaching Load and Assignments

- A. The normal weekly teaching load for grades 6-12 will be thirty-five (35) teaching periods including thirty (30) class instructional periods which may include study halls and/or class conference periods and five (5) unassigned preparation periods. Extra preparation beyond four (4) may be assigned. A preparation period is defined as a class period in which a teacher is responsible for teaching and evaluating one or more students. There will be a maximum of one preparation counted per class period unless the teacher can show evidence of different course planning, i.e. different lesson plans, evaluations, etc. Multi-level vocational classes must meet all State standards and requirements in order to qualify as multi-preparations. The rate of compensation shall be \$300 per semester for each preparation over four (4), except in special areas such as music and physical education. Payment shall be limited to a maximum of \$900 per teacher, per semester. Assignment to a supervised study period shall be considered a teaching period for purposes of this article.
- B. If a teacher shall teach more than the normal teaching load as set forth in this Article, he/she shall receive additional compensation of his/her present hourly rate for teaching each period in excess of such norms. When a suitable substitute is not available for an absent teacher, the Principal shall attempt to locate a suitable substitute with the faculty members(s) who may then be on preparation periods. For purposes of this Article, a student teacher is not deemed a 'suitable substitute' until bargaining unit members, who have previously requested consideration for substituting opportunities, have been approached. A reasonable attempt shall be made through this procedure to avoid referring students to study hall. Any teacher who accepts such assignment shall be paid at 1/7th of his or her daily salary for each such period. Teaching personnel undertake the responsibility to accept such assignment when requested unless compelling responsibilities in connection with required duties make such assignment impractical at that particular time. Should the District be unable to fill a particular absence, the District may assign a teacher to fill the assignment on a least senior basis first. In no case, however, shall a teacher be required to substitute more than three times per school year.

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

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

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

- C. Multi-level shall be defined as a K-6 combined classroom where two (2) separate grade levels are taught by the same teacher in the same classroom. K-6 multilevel teachers shall receive additional compensation of \$3,000 per year.

- D. Independent study shall be defined as a program arranged to meet the academic needs of an individual student. Any such study shall be subject to the approval of both the teacher and building principal.

ARTICLE 7
Teaching Conditions

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

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

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

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

ARTICLE 8
Class Size

- A. For the 2018-2019 school year, the Ontonagon Teacher's Education Association and the Ontonagon Area School Board of Education agree to suspend Article 8; Section F.

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

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

- B1. Overloads shall not exceed a maximum of three (3) students. No teacher in grades 7-12 shall have more than three (3) sections overload. Elementary teachers will be paid \$750 per pupil overload per year, and high school teachers will be paid \$125 per pupil overload per year. These amounts will be prorated by the scheduled number of days of instruction. One-half (1/2) day programs shall be prorated accordingly. In the event a teacher's scheduled pupil count in grades 7-12 exceeds 150 at the end of the first marking period of a semester, a supplement of \$15 per student will be paid to the teacher at the end of the semester for each student over one hundred fifty (150).
- B2. If it appears that Article 8B(1) above will be violated at any time during the school year, the District will notify the affected teacher and the Association in a timely manner. Prior to the filing of any grievance to such impact, the parties will meet in an attempt to mutually resolve the situation.
- C. If an elementary section is more than three (3) students over the class size limits prior to the first week of school, the Board shall add an additional section, hiring an additional teacher if necessary.
- If an elementary section becomes more than three (3) students over the class size limits anytime during the school year and persists for twenty (20) school days, the Board shall add an additional section, hiring an additional teacher if necessary.
- D. When a given overload involves an odd number of students and more than one (1) class is scheduled concurrently, the most senior bargaining unit member shall have the option of whether or not to accept the additional student.
- E. Reasonable attempts will be made to equalize class sizes. Equalization of class sizes, including consideration of students with special needs, will be discussed with the classroom teachers.
- F. There will be no overloads in elementary multi-grade classrooms.

ARTICLE 9

Paid Leave

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

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

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

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

ARTICLE 10
Extended Leaves of Absence

- A. Up to one (1) year's leave of absence without pay will be granted for illness or injury when the need for such leave is certified by a physician. The District may require a second opinion concerning the need for such leave from a physician designated and compensated by the District. Should the physicians disagree, the two physicians shall agree in good faith on a third impartial physician who shall examine the teacher and whose medical opinion concerning the need for such leave shall be binding upon the parties. The expenses of the third examination will be paid by the District.

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

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

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

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

- C2. Parent/Child Care: Leaves of absence without pay or benefits up to one (1) year in duration shall be granted upon written request from a teacher following birth or adoption of a child.

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

- D. Seniority shall continue to accrue for short term unpaid leaves of absence. Seniority shall continue to accrue during unpaid leaves of absence that are due to illness or disability of the teacher. Seniority shall continue to accrue during maternity/paternity leaves.

ARTICLE 11
Teacher Evaluation

- A. Each teacher shall have the right upon request to review the contents of his/her own personnel file, except the original placement file. A representative of the Association may be requested to accompany the teacher in such review. In the event that the teacher feels that material placed, or to be placed in his/her file is inappropriate or in error, he/she may receive adjustment through the grievance procedure.

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

- B. Bargaining unit members shall be provided a copy of any non-confidential material (as determined by the courts and/or laws) placed in or to be placed in any file corresponding to the member be it a personnel file or an anecdotal file kept by the administration.

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

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

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

ARTICLE 12
Protection of Teachers

- A. Any case of assault upon a teacher or incident of vandalism or willful destruction to a teacher's property occurring on school property shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault. The Board's cost in any such case shall be limited to five hundred dollars (\$500).

- B. Should the Administration receive any written, signed complaint from a parent or student which is deemed by the Board or Administration to be justifiable, the teacher will be informed of the complaint, and the teacher may ask that a meeting be requested with the complainant. However, if a parent requests a meeting with a teacher concerning his or her child's progress or problems, the request should be granted and a meeting held at a time mutually agreeable to both parent and teacher. If the teacher desires to have another teacher and/or administrator participate in such conference, the teacher request shall be granted.

- C. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of negligence or neglect of duty, for any damage or loss to person or property.

ARTICLE 13
Negotiation Procedures

- A. At least sixty (60) days prior to the expiration of this Agreement, the parties meet and schedule negotiations for a new Agreement covering wages, hours, terms and conditions of employment for teachers.

- B. Matters not specifically covered by this Agreement but of common concern to the parties shall be subject to discussion between them from time to time during the period of this Agreement upon request by either party to the other. Either party may request in writing that a subject of the discussion be upgraded to professional negotiations. Prior to beginning professional negotiations both parties will meet one final time to attempt to resolve differences by informal discussion. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

- C. No practice less than five (5) years in time and consistent over that time shall become by default a functioning part of this agreement unless both parties agree that such practice is to be considered such in writing.

ARTICLE 14
Grievance Procedures

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

For the purposes of this article, if only a single building administrator exists, Step 1 will be eliminated and Grievance procedure will immediately proceed to Step 2.

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

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

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

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

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

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

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

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

Step 4: If the grievance is not resolved at Step 3, within twenty-one (21) work days the Association shall notify the superintendent in writing that the grievance be submitted to arbitration. The arbitrator shall be selected in accordance with procedures established by the American Arbitration Association, or by mutual agreement to another arbitration service provider.

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

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

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

ARTICLE 15
Work Interruptions

- A. The parties to this Agreement mutually agree that the services performed by employees covered by this Agreement are essential to the welfare of the community.

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

ARTICLE 16
Qualifications and Assignments

- A. All teachers shall be given written notice of their schedules for the forthcoming year no later than the 15th day of July, if at all possible. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly and consulted.

- B. Any assignment in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties enumerated in Appendix B, and summer school courses, shall not be obligatory but shall be with the consent of the teacher. Preference in making such assignments will be given to qualified teachers regularly employed in the District and to parties who have signed a letter of intent to teach the next year. The parties recognize that participation in extracurricular activities is part of the professional responsibility of a teacher, and the Ontonagon Teachers' Education Association recommends as a minimum standard that each teacher should be willing to accept at least one extracurricular assignment. In the event changes in such assignments are necessary, all teachers affected shall be notified promptly and consulted.

- C. Any teacher assigned to extracurricular activities shall be entitled to notification in writing prior to any decision by the Board relieving him/her of any such responsibility, which notice shall include the time and place of the meeting at which the matter will come before the Board. Such notification shall be given by notice personally delivered at least four (4) days prior to the meeting, if at all possible. If the teacher is not available for personal service then such notice shall be sent by mail. If he/she desires, he/she may attend that meeting with or without representation, and shall be permitted to meet with the Board in session closed to the public, if he/she so requests. Representation may be by counsel or by a representative of the Ontonagon Teacher's Education Association. Any decision reached by the Board shall be made in open meeting, as required by law.

ARTICLE 17
Use of Automobile

- A. The use of personal vehicles for school sanctioned activities must have prior Central Office approval. The payment of mileage shall be based upon the latest Federal IRS allowance for the use of personal cars for field trips or other business of the district.

- B. The Board shall provide a policy of liability insurance covering non-school owned autos used on school business provided a school owned vehicle is not available. Any teacher involved in an accident while on duly authorized school business shall notify the business office within seventy-two (72) hours of any such claim, which in turn will file an accident report with the school's insurance carrier. The teacher may notify any party involved with the accident that such additional coverage is available. This coverage is to be considered excess coverage and will be used when necessary. In any such occurrence wherein the employee is not negligent, the Board agrees to pay 100% of any deductible to a maximum of \$150.

ARTICLE 18
Reduction of Staff

- A. For purposes of reduction of staff and all other purposes where seniority is a factor, "seniority" shall relate solely to consecutive service with the School District as a teacher without any break in service. Seniority shall be prorated for part-time teachers. Effective with the 1991-92 school year, teachers who are working as part-time administrators shall have their seniority prorated based on their actual student contact time in a teaching capacity.

- B. The Board will provide one (1) copy of the seniority list to the Association prior to October 1 of each year. The list will have the names and lengths of service of all certified professional employees of the district.

ARTICLE 19
Education Reimbursement

For the 2018-2019 school year, the Ontonagon Teacher's Education Association and the Ontonagon Area School Board of Education agree to suspend Article 19; Sections A-C.

- A. The board shall pay to any teacher for study beyond the Bachelor's Degree while in the employ of the Board, the actual cost of tuition not to exceed the higher of the NMU or MTU rate per credit hour, provided such course of study is approved by the Administration and the teacher attains a passing grade in the course. The teacher shall provide the district with a grade report, containing the teacher's name and the course of study/grade, prior to such reimbursement. The teacher must be actively employed with full time recall rights if part time. Teachers shall be reimbursed up to six (6) credits per year. No more than six (6) credits earned per contract year shall qualify for this reimbursement. Unpaid amounts for qualified credits may carry over into the next contract year.
- B. If tuition and/or expenses for a course are paid fully or partially by an outside source, such amount shall be deducted from this section.
- C. The total education reimbursement to be paid by the District to all teachers during any one (1) school year will not exceed \$10,000.
- D. For the 2018-2019 school year, the Ontonagon Area School Board of Education agrees to reimburse employees for any SCHEC's earned in 2018-2019.

ARTICLE 20
Insurance

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

PAK A	PAK B
Health: MESSA Choices II	_____
\$10-\$20 prescription card	
\$300-\$600 deductible	
Dental:Delta 100:75/75/75-\$1300	Delta 100:80/80/80-\$1500
Vision:VSP-3	VSP-3 Plus
Life: \$20,000 AD&D	\$40,000 AD&D

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

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

The cash value of the option in lieu of insurance shall be limited \$500 per month.

- C. In the years where Hard Cap is implemented, the annual employer paid amounts shall adjust at the beginning of each medical benefit plan coverage year, to the maximum payment permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act.

Employees who enroll in a Choices medical plan shall have all of the employer Hard Cap contributions paid towards the MESSA medical plan premium.

The employee's premium contribution will be payroll deducted, in equal bi-weekly amounts from the employee's paychecks per month through a qualified Section 125 Plan and, as such, will not be subject to withholding. The employer's "qualified Section 125 Plan" shall include any and all of the provisions necessary for pre-tax contributions to employee's Health Savings Account (HAS) accounts administered through Health Equity (HEQ).

Employees may contribute, through payroll deductions and electronic transfer, additional money towards their HEQ HSA up to the maximum amounts allowed by Federal Law.

ARTICLE 21
Early Retirement Incentive Plan

- A. When any teacher from the Ontonagon Teacher's Education Association with ten or more years of service to Ontonagon Area Schools elects to retire and such teacher complies with the balance of this Article, the Board shall provide to that teacher a payment of \$20,000 spread over a three (3) year period in equivalent sums. The payment shall be in January of each year following retirement and must be placed in a 403b plan as provided for. A bargaining unit member who has been terminated for cause shall not be eligible for the incentive as provided above.
- B. This retirement incentive shall only be available when the teacher is first eligible for Michigan Public School Employees' retirement without penalty, or eligible to retire with penalty at the teacher's option.
- C. Teachers wishing to retire and qualify for the Retirement Incentive must submit a resignation from the District by March 1, which will be effective at the end of the school year. Said resignations will become irrevocable seven calendar days following the receipt by the District as per the Age Discrimination in Employment Act (ADEA).
- D. In the event of the death of the retiree, any unpaid sums shall be paid to the retiree's designated beneficiary.
- E. Previously purchased service credit shall not be used to determine eligibility, but may be used at the teacher's option to retire at an earlier date.
- F. Should the school year end in May, the teacher shall opt into the state insurance plan effective June 1 of the year of retirement.
- G. Should the school year go into June, the retiree may opt to work through May only and forfeit to the District the cost of a substitute for the June days missed. The retiree shall set in place needed plans and testing to allow for a proper finish to the school year for their classes. The retiree shall also opt for the state insurance plan effective June 1 of the year of retirement.
- H. Should the school year end in June and the retiree opt to work to the end of the school year, the retiree shall opt for the state insurance plan effective July 1 of the year of retirement.

ARTICLE 22
Calendar

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

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

- D. There shall be the State required student instructional days. There shall be three mandatory District full day In-service/PD's. Of the student days there will be two where the afternoon will run from 12:30 to 3:30 pm for teachers. This non-student time will be used for school improvement planning and other such needs with any extra time to be used as the teacher may need for grading or prep.
- E. The school day for students shall comply with State requirements.

ARTICLE 23
School Improvement Committee

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

ARTICLE 24
Mentor Teachers

- A. Participation of bargaining unit members as mentor teachers shall be voluntary and without compensation.

- B. The relationship between any mentor, whether or not he/she is a bargaining unit member, and the probationary teacher shall be collegial.

- C. A mentor teacher will be released for three (3) hours per semester to observe, meet with, or work with a probationary teacher.

ARTICLE 25
Miscellaneous Provisions

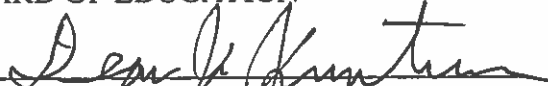
- A. One (1) copy of this Agreement shall be provided to each teacher; then ten (10) additional copies will be held by the Board and any additional copies must be purchased from the Board.
- B. Faculty members will be admitted free to all school events.
- C. If a Letter of Agreement states it is to be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

ARTICLE 26
Duration of Agreement

- A. This Agreement shall be for one (1) year, from July 1, 2018, through June 30, 2019. All salaries and financial benefits will be effective as of the date of the contracts ratification from both parties.
- B. Appendixes A, B, C, D are incorporated into this Agreement.

PURSUANT TO THE AUTHORITY GRANTED BY THE GOVERNING BODIES OF THE respective parties, the parties hereto set their hands and seals the dates specified below, by their duly authorized agents, effective as of July 1, 2018.

ONTONAGON AREA SCHOOL DISTRICT
BOARD OF EDUCATION

By: 
Its President

Date: 8/30/18

And By: 
Its Secretary

ONTONAGON TEACHER'S EDUCATION
ASSOCIATION:

By: 
Its President

Date: 8-30-18

And By: 
Its Secretary

APPENDIX A
ONTONAGON AREA SCHOOL DISTRICT
2018-2019 Salary Schedule

STEP	BA/BS	BA+PERM or BA+18	MA/MS BA/BS+34	MA/MS+10	MA/MS+20
1	31,982	32,904	33,826	34,559	35,291
2	33,670	34,754	35,804	36,538	37,272
3	35,362	36,605	37,785	38,515	39,252
4	37,051	38,455	39,762	40,493	41,229
5	38,744	40,305	41,739	42,472	43,207
6	40,434	42,155	43,720	44,453	45,186
7		44,004	45,698	46,430	47,166
8		45,854	47,679	48,411	49,144
9		47,702	49,654	50,387	51,123
10		49,553	51,635	52,366	53,102
11		51,402	53,611	54,345	55,080
12	Same as Step 11, plus see paragraphs one and two below.				
13		52,675	54,941	55,692	56,445
14		53,981	56,303	57,072	57,846

1. Experience Adjustment Factor: A teacher at or over Step 12 shall receive \$200 per year for every verifiable year of teaching experience in the Ontonagon Area Schools only.

For the 2018-2019 school year teachers who qualify will be returned to current step, which will include previous steps frozen.

Longevity will be frozen for 2018-2019.

APPENDIX B
 ONTONAGON AREA SCHOOL DISTRICT
 EXTRACURRICULAR

Appendix B will be on a freeze for 2018-2019.

Vacancies in positions covered or to be covered by Appendix B shall be compensated in accordance with Appendix B. In the event that no qualified bargaining unit members apply for such positions, non-bargaining unit members may be hired. No teacher may be regarded as receiving tenure in any extracurricular activity.

Upon completion of the 2006-07 school year, any non-bargaining unit member holding a position shall be considered probationary for a period of three years and the position shall not be posted until such time as the position becomes vacant. During the probationary period, a qualified staff shall bump a probationary non-bargaining unit member coach.

	<u>2018-2019</u>
FOOTBALL	
Head (1 squad)	\$5,117.00
Jr. Varsity/Assistant	3,838.00
Junior High (2)	798.00
BASKETBALL	
Head	\$5,117.00
Jr. Varsity	3,838.00
Junior High	798.00
TRACK	
Head	\$2,431.00
Assistant (1)	1,280.00
Junior High	798.00
VOLLEYBALL	
Head	\$5,117.00
Jr. Varsity	3,838.00
GOLF	
	\$1,408.00
STUDENT COUNCIL	
Senior High	\$ 603.00
Junior High	603.00
MISCELLANEOUS	
Clubs	\$ 328.00
Paper	1,311.00
Yearbook	1,423.00
Play	1,423.00
National Honor Society	\$ 439.00
Camp Nesbit	328.00
*to a maximum of \$1,755	

ACADEMIC COMPETITION \$ 546.00

ADVISORS

12-2	\$ 439.00
11-2	439.00
10-1	383.00
9-1	274.00
8-1	274.00
7-1	274.00
6-1	219.00

SCOREKEEPERS

Basketball & Football	\$ 37.06
Track	46.26

CHAPERONES

Under 75 miles	\$ 42.86
Over 75 miles	53.62

BAND

In District (per day)	\$ 43.89
Out of District (per day)	76.77

OTHER

Driver's Education Coordinator	\$ 574.00
Driver's Education (per hour)	22.37
Weight Room Supervisor (per hour/max)	\$8.96/\$638

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

INACTIVE POSTIONS

FOOTBALL

Assistant
Assistant Jr. Varsity

OTHER

Chorus
Distance Learning

BASKETBALL

Freshmen

INTRAMURALS

MISCELLANEOUS

Cheerleading
Football
Basketball

Coach's Evaluation

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

APPENDIX C

Grievance No _____

ONTONAGON AREA SCHOOL DISTRICT
GRIEVANCE FORM

BUILDING ASSIGNMENT NAME OF GRIEVANT DATE FILED

Step 1

A. Date cause of Grievance Occurred

B.1. Statement of Grievance

B.2. Relief Sought

Grievant Signature

Date

Association Signature

Date

C. Disposition by Principal

Signature of Principal

Date

D. Position of the Association

Association Signature

Date

Step 2

A. Date received by Superintendent _____

B. Disposition of Superintendent _____

Superintendent Signature

Date

C. Position of the Association _____

Signature of Association

Date

Step 3

A. Date received by Grievance Committee _____

B. Position of Administration Committee Members _____

Administration Signature

Date

C. Position of Association Committee Members _____

Association Signature

Date

Step 4

A. Date submitted to Mediation _____

B. Disposition & Award of Mediator _____

Signature of Arbitrator

Date

Step 5

C. Date submitted to Arbitration _____

D. Disposition & Award of Arbitrator _____

Signature of Arbitrator

Date

APPENDIX D

**ONTONAGON AREA SCHOOL DISTRICT
2018-2019 CALENDAR**

August 29, 2018	No School – Mandatory Faculty - OASD
August 30, 2018	No School – Mandatory Faculty - GOISD
September 4, 2018	First Day of School – Student Start Time 8:30-HS & Elem
October 12, 2018	No School – Faculty Prof. Development Opportunity
November 2, 2018	Early Release – 11:30 AM; End First Marking Period – Faculty Mandatory (Full Day) Prof. Development
November 22 & 23, 2018	No School - Thanksgiving
December 24, 2018 thru January 4, 2019	No School - Christmas Recess
January 7, 2019	School Resumes
January 18, 2019	Early Release – 11:30 AM; End of Semester – Faculty Mandatory (Full Day) Prof. Development
February 18, 2019 OASD	No School – Faculty Prof. Development Opportunity –
March 22, 2019	Early Release – 11:30 AM; End of Third Marking Period – Faculty Prof. Development Opportunity
April 1 thru April 5, 2019	No School – Spring Break
April 8, 2019	School Resumes
April 19, 2019	No School – Good Friday
April 22, 2019	No School
May 27, 2019	No School – Memorial Day
June 12, 2019	Scheduled Last Day of School – Early Release – 11:30 Faculty Mandatory (Full Day) Prof. Development

September 2018	19 days	January 2019	9 days
October	22	February	19
November	20	March	21
December	15	April	15
January 2019	<u>10</u>	May	22
		June	<u>8</u>
1 st Semester	86 days	2 nd Semester	94 days

**Elementary School day will begin at 8:30 a.m. and end at 3:11 p.m.
Jr./Sr. High School day will begin at 8:30 a.m. and end at 3:13 p.m.**

In compliance with Title VI of Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with disability Act of 1990, and the Elliot-Larsen Civil Rights Act of 1977, it is the policy of the Ontonagon Area School district that no person shall, on the basis of race, color, religion, national origin or ancestry, gender, age, disability, height, weight or marital status be excluded from participation in, be denied benefits of, or subjected to, discrimination during any program, activity, service or employment. For information contact Jim Bobula (Principal/Civil Rights Coordinator) at (906) 813-0614 or Ontonagon Area Junior/Senior High School, 701 Parker Avenue, Ontonagon, MI 49953.