MASTER AGREEMENT

between

ONEKAMA CONSOLIDATED SCHOOL DISTRICT

and

ONEKAMA EDUCATION ASSOCIATION

FOR THE SCHOOL YEARS

2022-2023
2023-2024
2024-2025

TABLE OF CONTENTS

AGREEMENT....1

ARTICLE I – RECOGNITION AND DEFINITION 2

ARTICLE II - TEACHERS RIGHTS 3

ARTICLE III – MANAGEMENT RIGHTS 5

ARTICLE IV –PAID LEAVES 6

ARTICLE V – UNPAID LEAVES 10

ARTICLE VI – REDUCTION OF PERSONNEL 12

ARTICLE VII – TEACHING CONDITIONS 13

ARTICLE VIII – TEACHER EVALUATION 18

ARTICLE IX – STUDENT DISCIPLINE AND TEACHER PROTECTION 19

ARTICLE X – NEGOTIATION PROCEDURE 23

ARTICLE XI – GRIEVANCE PROCEDURE 24

ARTICLE XII – PROFESSIONAL GROWTH 27

ARTICLE XIII – MISCELLANEOUS PROVISIONS 28

ARTICLE XIV – SCOPE OF AGREEMENT 30

ARTICLE XV – JOB SHARE 31

APPENDIX IA – SALARY SCHEDULE 32

APPENDIX IB--MERIT PAY 33

APPENDIX IC – STANDARDS FOR ADVANCEMENT
ON THE SALARY SCHEDULE 38

APPENDIX II – EXTRA CURRICULAR COMPENSATION 39

APPENDIX III – COMPENSATORY TIME – CLASS SUPERVISION 42

APPENDIX IV – INSURANCE BENEFITS 43

APPENDIX V – DISABILITY 45

APPENDIX VI - RETIREMENT INCENTIVE 46

APPENDIX VII – COACH'S EVALUATION REPORT 48

2022-2023 SCHOOL CALENDAR 49

DURATION OF AGREEMENT 50

LETTERS OF AGREEMENT.....51

AGREEMENT

An agreement made this 30th day of June 2021 by and between the Board of Education of Onekama Consolidated School District, hereinafter called the "Board" and the Onekama Education Association/Michigan Education Association/National Education Association, hereinafter called the "Association".

WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of Onekama Consolidated Schools is their mutual aim and that the success of such education depends predominantly upon the quality and morale of the teaching service and,

WHEREAS the Board has statutory obligation, pursuant to PERA, Michigan Public Act 379 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, following extended and deliberate professional negotiations have reached certain understandings that they desire to memorialize. In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION AND DEFINITION

A. The Board recognizes the Association as the sole and exclusive bargaining representative for all teachers who are certificated and regularly employed by the Board, it specifically being the intent of the parties hereto that membership in the Association shall not be a condition of employment nor used as a point of discrimination in the rights, benefits or obligations under this contract.

B. The term certificated as used herein shall mean a teacher who is presently holding a valid certificate issued by the State Board of Education under the requirements of Act 202 of Public Acts of 1903 and meets the requirements of NCLB.

C. The term regularly employed classroom teacher as used herein shall include all those teachers employed full-time throughout the school year and in addition thereto, special education teachers, guidance counselor, librarian, social worker, teachers regularly employed on a part-time basis, probationary teachers, athletic director, game manager, telecommunications instructors, and work experience instructors. Specifically excluding from the bargaining unit all others, and particularly the supervisory staff consisting of the Superintendent, Assistant Superintendent, Principals and Assistant Principals, non-supervisory staff consisting of the substitute teachers, non-regularly employed part-time teachers and teacher aides, even if they hold a valid teaching certificate, and all non-certified personnel.

D. The term teacher shall refer to all employees represented by the Association as herein defined and masculine gender shall include feminine.

ARTICLE II

TEACHERS RIGHTS

A. The Board undertakes and agrees that it will not directly or indirectly discourage 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; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution or any grievance, complaint or proceeding under this agreement or otherwise with respect to terms or conditions of employment.

B. Each teacher shall have the right upon request to review the contents of his or her own personnel file maintained by the school. A representative of the Association may, at the teacher's request, accompany the teacher in this review. The review shall be made in the presence of the administrator responsible for the safekeeping of the file.

C. Privileged information such as confidential credentials and related personnel references normally sought at the time of employment are specifically exempted from review. The administrator shall, in the presence of the teacher-authorized representative, remove these credentials and confidential reports from the file prior to a review of the file by the teacher. All communications, including evaluations by Onekama administrators, commendations, and validated complaints directed toward the teacher which are included in the personnel file, shall be called to the teacher's attention at the time of inclusion.

D. A teacher shall be entitled to have a representative of the Association present for any disciplinary action. The initial disciplinary action shall be temporary until the Association representative and Administrator involved has met in conference.

E. Notice to Association - The district will provide immediate notice to the Association of any contact, correspondence, or inquiry regarding a public school academy application made to the district, or an application to an ISD, community college, or public university of which it has knowledge.

F. No teacher shall be required to provide school health services except in an emergency situation.

G. Any teacher required to provide school health services on an emergency basis shall be provided with the following:

1. A copy of a written medical procedural authorization signed by a doctor and the student's parent/guardian.

2. Appropriate training by a licensed health professional regarding the emergency treatment authorized.

H. Any teacher who may be required to provide school health services to a student shall be invited to participate in the student's individual educational planning committee. Unless directed to attend by the employer, the teacher may choose not to do so.

I. This Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this district shall be consolidated or otherwise reorganized including cooperatives and consortiums. All rights accrued by bargaining unit members under this Agreement shall be assumed by the successor contracting board.

J. Bargaining unit members will have the right to review the contents of their personnel file. Should a request be made for personnel file information under the Freedom of Information Act, the employer will notify the teacher within one business day of the request.

ARTICLE III

MANAGEMENT RIGHTS

A. Subject to this agreement and Public Act 379 of the Michigan Public Acts of 1965, the Board, on its own behalf of the electors of the school district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibility conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities.

2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or dismissal or demotion, and to promote, and transfer all such employees.

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 specific and express terms of this agreement and them only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the United States.

ARTICLE IV

PAID LEAVES

A. LEAVE HOURS/DAYS: Each teacher shall be provided with ten (10) days of sick leave with pay to be used for personal or family illness and bereavement on the first day of school. These days can be used in half-day increments, but these days are not to be used for recreation or vacation. Unused leave days may be accumulated from year to year up to a maximum of 120 days. The accumulated leave days shall be paid upon resignation or retirement of employment at the rate of $85.00 per day after a minimum of four (4) continuous years of service in the Onekama Consolidated School District.

Leave hours are intended to be used for illness of self or family and bereavement. These days are not to be used for recreation or vacation.

In addition to the above leave days, each teacher shall have two (2) personal days which, if not used, will accumulate as sick days. The intent of these days is not to extend a holiday, however a personal day, unpaid leave day, and/or compensatory leave time day can be used to extend a holiday, but with a limitation of five (5) teachers. The first five (5) teachers presenting requests in writing to the association president and secretary, and the superintendent shall be granted this leave. Three teachers will be granted leave at the beginning of the holiday, and two at the end. Holidays shall be defined as Labor Day, Thanksgiving vacation, Christmas vacation, winter break, spring vacation, Memorial Day, and summer vacation.

A request for a personal day shall be filed with the principal at least 48 hours in advance of the use of a personal day. Exceptions to this will be for emergencies.

The borrowing in advance of leave days not yet accrued is not possible except under the following circumstances:

In an emergency or prolonged illness of a staff member, a staff member may be allowed to use up to ten (10) days of sick leave prior to accumulation without loss of compensation provided they return the "used but not earned days" to the district. The staff member will return two (2) days per year over the next five (5) years. If a staff member leaves before the days are paid back, they shall be docked for the remaining days out of their final payroll check. No more than ten (10) days can be taken until unearned days are paid back.

It is understood that any person on sick leave shall not be employed elsewhere during the period covered by the leave. If so, the leave is void and therefore cancelled. The above restriction does not apply to leaves on compensation time.

Voluntary Sick Leave Donation

Teachers, regardless of union membership, who are unable to work due to personal illness or disability and who have exhausted their personal sick leave, personal days, compensation time and the borrowed sick time per the contract (Article IV.A) shall be eligible to apply for additional sick leave under the following conditions:

1. A teacher who believes that he/she may need additional sick leave beyond the teacher's current sick day accumulation including borrowed sick time for personal illness or injury and any associated recovery period must apply to the union president. A teacher making a request must provide proof (doctor's note) of the need for additional sick leave.
2. Upon receipt of the request of the union president will notify all teaching staff and the superintendent via email that the named teacher is requesting voluntary contributions. The teaching staff will have ten (10) word days from the time the request is sent to make the voluntary contributions. All offers for voluntary contributions should be sent directly to the union president.
3. Only the number of sick days needed for personal illness and/or injury and recovery will be awarded to the requesting teacher up to a maximum of 38 days. In the event that more days are voluntarily contributed than needed, the secretary, or designee, of the OEA will select the teachers by a voluntary lottery until the sufficient number of sick days are awarded.
4. There is no assurance that the employee will receive any or all of the paid leave time requested through this process as this process is a voluntary process and in no way obligates the district, the teachers, or the OEA to provide any additional sick days to any applicant.
5. Teachers may not give away any days that drop them below the 60-day long term disability requirement. However, they may accumulate up to the 120 days for their own personal use.
6. Upon completion of the voluntary contributions, the union president will notify the requesting teacher and the superintendent the number of allocated sick leave days made available.

B. SABBATICAL LEAVES:

1. Sabbatical leaves for study and research may be granted by the Board to teachers who have completed three (3) years of service in Onekama Consolidated Schools and hold a minimum of a continuing certificate. Such sabbatical leaves shall be in recognition of significant service through teaching and for the purpose of encouraging scholarly achievement which contributes to the professional effectiveness of members of the staff and the value of their subsequent service to the school system. Selection of the teacher to whom the sabbatical leave shall be given shall be made by the Board.

2. Each year, the Board may provide two (2) sabbatical leaves to the professional staff.

3. A sabbatical leave may be granted for one (1) semester or one (1) full year. Each teacher on sabbatical leave shall receive 50% of the pay he would otherwise receive and all fringe benefits during the period of the sabbatical leave. The salary schedule increment shall continue when the teacher is on sabbatical. A teacher on sabbatical
leave shall not render service for compensation in another educational institution provided however this shall not preclude the acceptance of a fellowship or other assistance in research. In calculation of the number of sabbatical leaves, a sabbatical leave for one (1) semester shall be considered as a leave for one-half person.

4. Application for a sabbatical leave shall be made in writing not later than three (3) months preceding the semester for which the leave is desired. The application must be accompanied by a statement of a well-conceived plan for spending the leave in a manner calculated to contribute to the professional effectiveness of the applicant and to the best interests of the school district.

5. Each teacher who is granted a sabbatical leave will be expected to return to the employ of the Board for at least a two-year (2) period, and upon returning shall present to the Board a full report regarding the use of his sabbatical leave. Upon acceptance of his sabbatical leave, said teacher shall sign a promissory note with the Board in the amount of the sabbatical stipend to be granted by the Board, said promissory note may be redeemed by the teacher in one of the two following manners:

a. In the event said teacher does not wish to return to the employ of the school district at the conclusion of the sabbatical leave, said teacher shall repay the Board all money advanced by the Board during his sabbatical leave.

b. Said teacher may by returning to the employ of the Board redeem said promissory note by teaching for two (2) years. Said promissory note is considered one-half paid at the end of the first year of teaching and may be redeemed by employment at the end of the one-year following the sabbatical by paying one-half of the sabbatical stipend plus six (6) percent interest on the one-half. This amount may be repaid over a two-year (2) period. By completing the second full year of teaching, the promissory note will be considered paid in full.

C. LEAVES OF ABSENCE FOR JURY DUTY:

Leaves shall be granted when a teacher is called for jury service during the school year, or is subpoenaed as a witness in a school connected dispute, except this shall not apply to any dispute in which the Association is a party to or representing a party. It is expressly understood that any compensation received by the teacher in the form of witness fees or jury pay will be deducted from the teacher's normal salary.

D. ASSOCIATION LEAVE DAYS:

The Board shall grant the Association four (4) days of leave each year without loss of pay or benefits for use at the discretion of the Association, provided that the administrators affected are notified at least two (2) days in advance, except in case of emergency, and provided further that certified substitutes can be secured. The Association shall provide the personnel office with written verification of all days used.

The association shall reimburse on the current basis the employer 100% the amount paid to a substitute teacher(s) related to the time member(s) is/are on Association leave.

ARTICLE V

UNPAID LEAVE

A. SHORT-TERM LEAVE NO 1: The Board may approve a request for a Special Short Term Leave, with or without pay, for a period of up to one (1) semester. Each request will be considered on its individual merits and related circumstances. Professional growth, personal or financial hardship, military service, exchange teaching, Job Corp, Peace Corp, recreation, or other reasons deemed appropriate by the Board may be approved. The Board will also take into consideration the individual's attendance, length of service, and teaching records as well as the possible disruption to the instructional program when considering a request for a leave. The leave request shall also be contingent on the Administration being able to find a qualified substitute to meet their expectations and requirements for the subject matter being taught for the teacher on leave. Said requests shall be filed with the Superintendent.

B. SHORT TERM LEAVE NO 2: The superintendent may approve a request for a Short Term Leave, without pay, for a period of up to five (5) days. Each request will be considered on its individual merits and related circumstances.

C. LONG TERM: A leave of absence of up to one (1) year may be granted to any bargaining unit member upon application, for the purpose of professional growth, personal or financial hardships, military service, exchange teaching, Job Corp, Peace Corp, recreation or cultural travel.

Each year, the Board may provide two (2) long term leaves to the professional staff.

D. INFANT CHILD CARE: Leaves of absence without pay of up to one (1) year shall be granted for the purpose of child care.

Except in cases of an emergency nature, the employee shall notify the Board, in writing, at least ninety (90) calendar days prior to the start of the leave. However, the commencement of said leave shall begin no later than the date of birth or adoption.

E. Except in cases of an emergency nature, the employee will be obligated to the following conditions relative to intent to return:

1. An employee intending to return at the beginning of a new school year must provide the Board with written notice by March 1.

2. An employee intending to return at the beginning of the second semester must provide the Board with a written notice ninety (90) calendar days prior to the beginning date.

3. In all other circumstances, the employee must provide the Board with at least ninety (90) calendar days written notice of intent to return.

ARTICLE VI

REDUCTION OF PERSONNEL

A. Fully qualified and fully certificated shall be defined as follows:

1. Teachers who have earned a provisional, permanent, life, vocational or continuing teaching certificate in a given subject area.

2. Teachers who comply with NCLB Standards.

B. Length of service (system seniority) is defined as unbroken service in the Onekama Consolidated Schools System, leaves of absences, with or without pay, and absences due to layoff are not to be considered a break in service; but the time spent on unpaid leave or layoff will NOT count toward continuous service time. The district shall prepare and present to the Association a current seniority list prior to October 15th of each year. This list will include the part-time teachers.

ARTICLE VII

TEACHING CONDITIONS

A. The daily teaching load for the senior high school (grades 9-12) and the middle school (grades 6-8) will be six (6) teaching/supervisory periods and one preparation period. There will be 180 student days and 182 teacher days.

1. The daily schedule will be as follows:

	1st Hour	2nd Hour	3rd Hour	4th Hour	Lunch	5th Hour	6th Hour	7th Hour
M-F	8-8:50	8:54-9:44	9:48-10:38	10:42-11:32	11:32-12:17	12:21- 1:12	1:16- 2:06	2:10- 3:00

2. Middle school and High school teachers will receive a minimum of 250 minutes/week for preparation time and 30 minutes of duty-free lunch per day.

3. The schedule will revert back to the 2003-2004 schedule when finances improve or the State requirements mandate a change.

B. The daily teaching schedule in the elementary grades (K-5) will run from 8:00 a.m. to 3:00 p.m. each day. Elementary teachers may use for conference and preparation time those times when students are having recess period and when students are receiving specialized instruction from another teacher. Elementary (K-5) teachers will receive a minimum of 250 minutes of preparation time per week and 30 minutes duty-free lunch per day.

C. The daily teaching load for instructors providing instruction at all three levels is determined by the combined high school/middle school and elementary school schedule with a minimum of 250 minutes of preparation time per week and 30 minutes of duty-free lunch per day.

D. Recognizing the need for flexibility and the necessity dictated by scheduling the above, Sections A, B, and C may be changed upon the consent of the teacher or teachers involved and the Onekama Education Association.

E. All teachers are expected to dress professionally. Jeans, sweatshirts, shorts and revealing clothing are not acceptable attire.

1. Exceptions to the above will be made for Physical Education teachers and when class activities would make professional attire restrictive.

F. Teachers shall be on duty at least twenty-five (25) minutes prior to the convening of school and at their teaching stations at least fifteen (15) minutes prior to the convening of school. Teachers shall also be on duty twenty (20) minutes after the dismissal of school, unless otherwise authorized by the Administration. Teachers shall be outside their teaching station to greet students at the beginning of each class period.

1. Teachers are expected to be on site during their preparation period unless prior approval to leave the building/grounds has been granted from the appropriate administrator.

G. An effort will be made to schedule IEP's during the school day when possible.

H. Because the pupil/teacher ratio is an important aspect of an effective educational program, the parties agree that class size shall be lowered when necessary and the class size is not to exceed the number of workstations. In courses where state and/or federal guidelines require a lower pupil/teacher ratio those standards will be followed.

I. 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, questionnaires, equipment, computers and similar materials are the tools of the teaching profession and will provide the same within its financial means. Teachers will be involved in the selection of their textbooks and equipment and their recommendations will be strongly considered in the selection of supplies.

J. The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference material in maintaining a high level of professional performance. In furtherance of that recognition, the Board shall provide a teachers' professional library in each school in the district and include therein all books and publications which are reasonably requested by the teachers.

K. The Board agrees to make available in each school adequate typing, duplication, stencil facilities, computer workstations and clerical personnel to aid teachers in the preparation of instructional material.

L. The Board shall provide:

1. A separate desk for each teacher in the district.
2. Suitable space for each teacher to store coats, overshoes and personal articles.

3. Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach.
4. Dictionary in every classroom where requested.

M. Under no conditions shall a member of this bargaining unit be required to drive a school vehicle or to perform other work normally assigned to other employee groups.

N. The Board shall make available in each school adequate restroom and lavatory facilities exclusively for teacher use and at least one room, appropriately furnished, which shall be exclusively for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge. Provision for such facilities will be made in all future buildings. There shall be no smoking in any of the school buildings.

O. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.

P. The Board shall provide the Onekama Education Association with one (1) current copy of its policies and rules and regulations of Onekama Consolidated Schools on the first teacher day of each school year.

Q. Any assignment in addition to the normal teaching schedule shall not be obligatory, but shall be with the consent of the teacher.

R. The District shall strive to notify teachers of their tentative programs for the coming year including the schools to which they will be assigned and the grades and subjects that they will teach. The notice may be given as soon as possible.

S. Mentor Teacher

1. Mentor teacher shall be defined as a Master Teacher as identified in section 1526 of the School Code and shall perform the duties of a Master Teacher as specified in the code. Whenever possible, the Mentor Teacher shall be a member of the bargaining unit.

2. Each bargaining unit member in his/her first three (3) years in the classroom shall be assigned a Mentor Teacher by the Administration. The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening fashion.

3. A Mentor Teacher shall be assigned in accordance with the following:

a. Whenever possible, the Mentor Teacher shall be a tenured member of the bargaining unit.

b. Participation as a Mentor Teacher shall be voluntary.

c. The District shall notify the Association of those members requiring a mentor assignment.

d. The Administration shall notify the Association when a Mentor teacher is matched with a bargaining unit member (Mentee).

e. Every effort will be made to match Mentor Teachers and Mentees who work in the same building and have the same area of certification.

f. Mentee shall only be assigned to one (1) Mentor Teacher at a time.

4. Because the purpose of the mentor/mentee match is to acclimate the bargaining unit member and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be confidential and shall not, in any fashion, be a matter included in the evaluation of the Mentor Teacher or Mentee. Neither the Mentor Teacher nor the Mentee shall be permitted to participate in any matter related to the evaluation of the other.

5. The administration shall provide reasonable release time for the mentor teacher to attend mutually agreeable training seminars and workshops.

T. Internet Acceptable Use Agreement

To provide an intellectual atmosphere that includes access to the Internet, Onekama Consolidated Schools District and Onekama Education Association believe that all teachers should have the opportunity to develop skills in using computer technology. Having access to the Internet will allow the teacher to access and use the Internet to transmit material, which is consistent with the education goals of the school district, as well as allow the teacher to access and transmit appropriate material to be used in the education environment.

Whereas the parties do recognize the educational value of Internet access at school using district equipment they hereby agree to the following:

1. The parties seek to educate young people in the use of the Internet as an assistive device to support student learning and achievement.

2. The parties recognize that in order to support student learning and achievement the teacher must use the Internet access in a responsible manner.

3. The parties agree that the classroom teacher(s) are released from any liability based upon information retrieved from the internet by the student.

4. The parties agree that the use of the District's electronic resources is for the purpose of (in order of priority):

a. Support of the academic program
b. Telecommunications
c. General information
d. Recreational

5. The parties agree that the District will periodically make determinations on whether specific uses of the electronic resources are consistent with the acceptable-use practice of the school.

6. The District reserves all rights to any material stored in files which are generally accessible to others and will remove any material which the District believes may be unlawful, obscene, pornographic, abusive, or otherwise objectionable. Staff members will not use his/her District-approved computer account except to obtain, view, download, or otherwise gain access to such material.

ARTICLE VIII

TEACHER EVALUATION

A. The parties acknowledge that this Article cannot be grieved through the grievance procedures in this agreement or taken to arbitration.

B. The District shall provide electronic and print access to the District's Evaluation Policy and procedures, and shall notify the Association President with any updates/changes within ten (10) days of formal adoption of such changes by the Board.

C. All teachers, at the beginning of each school year, shall be informed by the District of the specific criteria by which he/she will be evaluated.

ARTICLE IX

STUDENT DISCIPLINE AND TEACHER PROTECTION

A. It is recognized that discipline problems are less likely to occur in classes which are well-taught and where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. A teacher may use such means as is necessary to protect himself from attack or to prevent injury to another student.

B. A teacher may exclude a pupil from classes when the severity of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incidents. The excluded student may not be returned to class until after the Administration consults with the teacher.

C. Suspension of a student from school may be imposed only by the Principal and/or the Superintendent. In addition teachers will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his parents when warranted. Transfer of the student to another teacher or other measures, short of suspension, may first be exhausted.

D. If any teacher is involved in litigation as a result of any allowable legal action taken by the teacher while in pursuit of employment, while under the policy of the Board, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense.

E. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.

F. Any case of assault upon a teacher shall be promptly be reported to his principal. The Board will provide legal counsel to advise the teacher of his rights, and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.

G. Safety and Crisis Management Committee

The Employer acknowledges that it is in the best interest to provide a safe learning and working environment for the District's students, teachers, administrators and support staff. The Employer also acknowledges that it is its responsibility to provide said safe and healthy environment. Furthermore,

the Employer acknowledges that it must have a board policy on student conduct as required by MCL 380.1309; and that crisis plans for the district and for all buildings/work sites shall be in place.

A joint labor-management Safety and Crisis Management Committee shall be formed for the purpose of promoting and preserving a safe environment by creating, reviewing, evaluating and/or revising the following:

1. The Student Code of Conduct to comply with MCL 380.1309

2. A district wide Safety and Crisis Management Plan

3. Individual Building/Work Site Emergency and Safety Plans

4. An Emergency and Safety Plan for non-building sites such as playgrounds, and athletic field, school busses and vans, and off-site events.

5. The Committee shall be composed of two (2) employees from each bargaining unit or unorganized employee group within the District that chooses to participate. Each bargaining unit or group shall identify the employees that will represent them on the Committee.

6. Each building or work site shall provide the Safety and Crisis Management Committee with their emergency plan no later than December 31st of each school year. In the case of other work sites, employees working in those areas may submit plans to the Safety and Crisis Management Committee by the date given in this section.

7. Any time during the creating, review and or revision of the above-mentioned policy or plans the Committee may include, in a consulting capacity; police, fire and emergency medical service personnel representative; clergy; medical professionals; citizens, and, the psychologists, social or any District employee trained in crisis management.

8. The creating, review and/or revision of said policy and plans shall be completed no later than December 31st of each school year.

9. Said policy and plans shall not conflict with the law or the Collective Bargaining Agreement between the parties. Adequate time shall be provided for the Association to conduct a legal review of the policy and plans.

10. Within the first week of each school year, all District employees shall attend a meeting during which the Employer shall provide a review and discussion of the policy and plans. At that time, or before the meeting, any revisions shall be made available to all employees. The Employer shall review and discuss any further activities related to the policy or plans.

11. In the event that the policy or any of the plans include training of employees, the cost of such training shall be borne by the Employer. Training shall occur during the employee regular work hours as provided for in the Collective Bargaining Agreement.

12. At the first building faculty meeting of each school year, there shall be a review and discussion of the Building/Work Site Emergency Plan for all employees in that building. The meeting shall be held during regular work hours, or during faculty meeting times provided for in the Collective Bargaining Agreement. The administration shall make provisions, during the regular work hours, for any employee who is unable to attend said faculty meeting so that they may receive the information and any materials distributed.

13. The District shall provide each new employee at the time of employment; a copy of the current Collective Bargaining Agreement; the most recent version of the Code of Student Conduct; the Safety and Crisis Management Plan; a copy of their Building/Work Site Emergency Plan; and, any other documents related to safety, violence and crisis management.

H. Any case of employee assault shall be promptly reported to the building principal or the employee's immediate supervisor. It is the Employer's responsibility to then report the assault to the appropriate state or local law enforcement officials and prosecutors [Sections 1308 of the School Code].

1. The Employer shall provide, without cost to the Employee, legal counsel to advise the employee of his/her rights and obligations with respect to such assault. The Employer shall provide additional business days for handling of the incident in connection with the law enforcement and/or judicial authorities.

2. If the Employer has knowledge that an individual has made a threat to the safety and well-being of one of its employees, the employee's family or the employee's property; then, it is the District's responsibility, upon gaining knowledge of said threat, to immediately inform the employee.

3. The District acknowledges the importance of protecting their employees. No employee shall be expected or ordered to search for or handle any weapons, bombs, incendiary devices or other harmful or deadly substances or devices. Nor shall the employee be expected or ordered to disarm and/or detain an intruder or any person wielding a weapon or other harmful or deadly substance or device, or who is causing a disturbance.

I. The Board recognizes that it is the responsibility of the administrative staff to give support and assistance to employees with respect to the maintenance of student discipline in the classroom, the general school facilities, or non-school sites.

1. A teacher may temporarily exclude a pupil from class or from an activity for up to 25
one (1) full day if the teacher believes that the student has violated the Board policy on student

conduct [MCL 380.1309] or, when in the judgment of the teacher, the gravity of the offense, or the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student unsafe or intolerable.

2. When temporarily excluding a student from the classroom or an activity, the teacher shall direct the student to the appropriate administrative office. It shall be the teacher's responsibility to show cause as to why the student should be excluded. The teacher shall provide this information in writing.

3. The administrator must respond in writing as to the disposition of the student prior to his/her return to class. If the incident that created the removal of the student from class is repeated behavior for which the student was excluded from class before or of a grave nature, the teacher may ask to meet with the administrator prior to the student returning to class.

4. The student cannot be returned to the teacher's class the same day without concurrence of the teacher [MCL 380.1309]. A day shall be defined as the time during any given day when the teacher is expected to meet with said student.

5. It is also the duty of the teacher to ask for a conference with the parent of the student [MCL 380.1309]. The conference should include the school counselor or social worker and may, at the request of the teacher or parent, include a school administrator. If the parent does not respond to the request for a conference, does not attend the conference, or states they do not want to attend the conference; the teacher, by having made the request for a parent conference shall have fulfilled his/her obligation under the law and the provision of the Collective Bargaining Agreement.

6. The Employer recognized that the Michigan law imposes a mandatory expulsion of no less than 180 days for any student in grade six or above who physically assaults a school employee [MCL 380.1311a(1)]; and, of no longer than 180 days for any student, grade six or above who commits a verbal assault against an employee at school or a student who makes a bomb threat against a school, school property, or a school event [MCL 380.1311a(2)].

ARTICLE X

NEGOTIATION PROCEDURE

A. During the professional negotiations leading up to this Agreement, each party has the right to make proposals and bargain on all negotiable matters. This contract contains the entire agreement of the parties. During its life, each party agrees that the other will not be required to engage in further bargaining on any matter, except by mutual agreement of the parties involved.

B. Notwithstanding the foregoing paragraph, it is agreed that any teacher, the Association or the Board shall have the right during the term of this Agreement to bring matters not covered herein but of common concern to the attention of the Administrative staff or to the Professional Negotiations Committee of the Association for its study and recommendation, it being understood that no such matters shall become the subject of arbitration or mediation during the life of this contract.

C. Negotiations for a new contract will begin no later than June 1st preceding the expiration date of the present contract.

D. In the negotiation's procedure, neither party shall have any control over the selection of the negotiating team of the other party and each party may select its representative from within or outside the school district. It is recognized that no final agreement between parties may be executed without ratification by a majority of the Board and by a majority of the membership of the Association, but parties mutually pledge that representatives selected by each shall be clothed with all the necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

E. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.

ARTICLE XI

GRIEVANCE PROCEDURE

A. A grievance shall be defined as an alleged violation, misapplication, or misinterpretation of the expressed terms of this contract.

The following matters shall not be the basis of any grievance filed under this procedure outlined in this Article.

Any teacher, group of teachers or the Association believing that there has been a violation, misapplication, or misinterpretation of any provision of this Agreement may file a grievance with its designated representative, within ten (10) days.

1. The termination of services of or failure to re-employ any probationary teacher.

2. The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule.

It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorized a remedy (discharge and/or demotion).

B. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. Both parties agree these proceedings shall be kept as informal and confidential as may be appropriate at any level or procedure.

Nothing contained herein shall be construed as limiting the rights of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is consistent with the terms of this Agreement and the Association is notified.

C. PROCEDURE:

1. The teacher shall notify the designated representative of the Association of his grievance and may request his presence at the presentation of the grievance. The designated representative may be present at any adjustment of the alleged grievance at any level. All grievances shall be in written form.

The term "days" as used in this Article shall mean calendar days.

2. The teacher and/or the designated representative shall discuss, with the Principal, the grievance, within fifteen (15) days when the alleged violation(s) occurred or when the teacher, or group of teachers or association became aware of the alleged violation. If no resolution is obtained within five (5) days of the discussion, the teacher and/or the designated representative shall present in writing, within ten (10) days from the discussion, the alleged violation and request an interview with the Principal. Within five (5) days after the written request is filed with the Principal he shall have a hearing concerning the alleged grievance. A decision in writing by the Principal shall be given to the employee and/or the designated representative within five (5) days after the hearing.

3. If the decision of the Principal is unsatisfactory to the grievant, the grievant may within five (5) days of the receipt of said decision, present the written grievance to the Superintendent and request an interview. Within five (5) days after the written request is filed with the Superintendent, he shall have a hearing concerning the alleged grievance. A decision in writing by the Superintendent shall be given to the teacher and/or the designated representative within five (5) days after the hearing.

4. If this decision is not satisfactory, the teacher may file his alleged grievance with the Board, in writing, countersigned by the designated representative at least seven (7) days prior to the next regular Board meeting. The Board shall place said grievance on the agenda of its next regular meeting at which time the teacher and/or the designated representative shall be given an opportunity to be heard. This hearing may be open or in an executive session at the teacher's request. The Board shall render its decision in writing within twenty (20) days to the teacher and/or designated representative.

5. If the Association is not satisfied with the disposition of the grievance at the Board level, it may within ten (10) days after the decision of the Board refer the matter for arbitration to either the Michigan Employment Relations Commission, or to the American Arbitration Association, in writing, with a copy to the employer. The appropriate rules of such agency shall apply to the arbitration and the same shall be final and binding as hereinafter set forth.

6. Neither party may raise a new defense or grounds in arbitration not previously raised or disclosed.

7. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association. Subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.

Powers of the arbitrator are subject to the following limitations:

a. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.

b. He shall have no power to change any practice, policy or rule of the Board nor substitute his judgment for that of the Board as to the reasonableness of any practice, policy or rule. It is clearly understood, however, that any Board practice, policy or rule shall not be in conflict with the specific terms of this written agreement. To the extent that it shall be, the arbitrator shall have the power to ignore such practice, policy or rule of the Board and the contract shall prevail in that area.

c. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.

d. Where no monetary loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.

e. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed.

8. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher or participating Association representative are to be at their assigned duty stations.

9. 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 of any year, the Board shall use its best efforts to process such grievance by the end of the school term or as soon thereafter as possible.

10. The fee and expenses of the arbitrator shall be shared equally by the parties.

ARTICLE XII

PROFESSIONAL GROWTH

A. Teachers shall be required to participate in contractually scheduled in-service training programs during school hours when initiated by the Administration and paid for by the Board.

B. Any teacher desiring transfer to a different position or desiring a different assignment may apply in writing to the Superintendent stating his qualifications for the assignment. All reasonable requests will be considered. When a vacancy shall occur in positions covered by the terms of this Agreement, the Administration will see that written notice is given to the Association.

C. Teachers shall serve on professional committees concerned with school problems during the school day, as deemed necessary by the Administration.

D. Teachers shall attend building meetings called by the principal sixty (60) minutes prior to the convening of school or for a period of sixty (60) minutes after the dismissal of school. Attendance at such meetings may not be required more than twice a month.

Teachers may be required to attend four evening meetings each year. These meetings must pertain to Parent-Teacher Conference, open house, Graduation, or other such activities pertaining to education. Meetings cannot be required on Saturdays or Sundays.

E. The teacher shall be required to complete a Fall Planning Conference Goals and Objectives Worksheet and meet with the Building Principal to discuss his/her goals by October 15th.

The teacher and Building Principal will meet to review the goals and objectives discussed at the Fall Planning Conference by May 15.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

A. A teacher unable to report for duty because of illness or an emergency shall call as directed by their Principal. Such absences should be reported by 7:00 a.m. if possible, on the day the teacher is unable to report to work. It shall be the responsibility of the Principal or designee to arrange for a substitute teacher.

B. No polygraph or lie detector device shall be used by school personnel nor at the direction of school personnel on any teacher.

C. The Board agrees to make payroll deductions to approved Financial Institutions and Tax Deferred Annuities Agencies.

D. In the event the Board has reason to believe that a bargaining unit member is not able to adequately carry out his/her responsibilities, the employee may be required to submit a written statement from a physician, psychologist, or psychiatrist which would indicate that there is no physical/mental problem identified that would render the employee unable to perform their normal responsibilities.

The examining doctor shall be selected by the teacher. Examination costs not covered by the teachers' health insurance will be assumed by the Board. A second opinion may be requested by the Board. The requesting Board shall be responsible for payment of the examination.

E. Teachers of middle school grades shall be assigned to teach within their major or minor fields of preparation unless scheduling difficulties dictate otherwise as determined by the Administration.

F. Whenever a school day is not counted as part of the minimum days of instruction by the State Department of Education definition, said days will be rescheduled without any additional compensation to the employees. Said days will be made up according to State minimum required days and hours of instruction. They will be made up in the manner prescribed in the appropriate calendar appendix.

G. The parties to this agreement shall meet at least thirty (30) days prior to the end of the school year to determine necessary action to be taken to comply with the state requirement regarding clock hours of instructional time.

1. If ESEA (Education Yes), NCLB or any other State or Federal mandates impact any part of this agreement the Board must negotiate said areas with the Onekama Education Association.

H. School vehicles are available and preferred for staff use for school business. If a school vehicle is unavailable any teacher using their own vehicle for school business will be paid the IRS rate per mile for each mile traveled.

I. A standing committee comprised of two association members, an administrator, and a board member will be formed to add any new positions to the extra-curricular schedule and determine compensation during the course of the contract.

ARTICLE XIV

SCOPE OF AGREEMENT

A. This Agreement shall supersede any rules, regulations or practices of the Board which are contrary to or inconsistent with its terms. It shall supersede any contrary or inconsistent terms contained in any individual teacher's contract heretofore in effect. All future individual contracts shall be made expressly subject to the terms of this Agreement.

B. Copies of changes to this Agreement, for the purposes of ratification, and a final ratified contract, shall be printed at the expense of the Board. Copies of the ratified contract shall be presented to all teachers in a timely matter.

C. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law; then such provisions 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. It is the responsibility of the Board to present a copy of the Master Agreement to each newly hired teacher.

E. The Association is responsible for producing the finished contract.

ARTICLE XV

JOB SHARE

A. Two (2) employees may make application by March 1st to share one (1) full-time position with the approval of the Principal or supervisor. The Principal or supervisor shall meet with the applicants to discuss their proposal and thereafter make their decision granting or denying the application in writing by March 21st. In the event the Principal or supervisor denies the job share request, and the employee(s) believe the permission was unreasonably denied, the employee(s) may appeal the decision to the Superintendent. The decision of the Superintendent is not subject to the grievance process.

1. No job share shall be permitted if the arrangement will in any way adversely affect an employee's contractual rights.

a) If there is no change in an approved job share, then a letter will serve as a request for renewal of a job share.

B. Should an application for job sharing be approved, compensation for the teachers included shall be as follows:

1. Salary/benefits compensation will follow the contract language.

C. Candidates for shared positions must agree to accept full-time employment in the event the other employee in the shared position terminates employment. This provision may be waived in the event an acceptable alternative is available

D. The participating employees must agree to share a position for the duration of the school year.

E. A leave of absence without pay shall not be available to the one (1) employee unless:

1. Approved by the Superintendent.

F. Both employees agree to participate fully in required activities.

Appendix 1-A
2022-2025

Teachers will be placed on steps for years within the system, plus not more than eleven (11) years in other systems: (Includes teachers presently in our system).

Scale 22/2023

1.020 37,489

Step	BA	BA+20	BA+30 MA	BA+50 MA+20	BA+60 MA+30	BA+70 MA+40	BA+80 MA+50
1	37,489	38,950	40,448	41,911	43,049	44,182	45,319
2	40,174	41,634	42,789	44,251	45,391	46,526	47,662
3	42,257	43,718	45,123	46,586	47,723	48,858	49,992
4	44,335	45,798	47,457	48,918	50,053	51,189	52,326
5	46,420	47,883	49,799	51,261	52,401	53,536	54,671
6	48,496	49,959	52,132	53,597	54,731	55,867	57,004
7	50,340	52,043	54,468	55,928	57,067	58,202	59,340
8	52,663	54,124	56,806	58,268	59,407	60,542	61,679
9	54,745	56,210	59,142	60,602	61,741	62,879	64,013
10	56,823	58,285	61,481	62,940	64,082	65,218	66,353
11	58,909	60,373	63,817	65,278	66,414	67,552	68,687

Longevity Scale	
12-13 years	1,400
14-15 years	1,800
16-17 years	2,200
18-19 years	2,600
20+ years	3,000

Scale 23/2024

1.020 38,239

Step	BA	BA+20	BA+30 MA	BA+50 MA+20	BA+60 MA+30	BA+70 MA+40	BA+80 MA+50
1	38,239	39,729	41,257	42,749	43,910	45,066	46,225
2	40,977	42,467	43,645	45,136	46,299	47,457	48,615
3	43,102	44,593	46,025	47,518	48,677	49,835	50,992
4	45,222	46,714	48,406	49,897	51,055	52,212	53,373
5	47,349	48,841	50,795	52,286	53,450	54,606	55,764
6	49,466	50,958	53,175	54,669	55,826	56,985	58,144
7	51,347	53,084	55,557	57,046	58,208	59,366	60,526
8	53,716	55,207	57,942	59,433	60,595	61,753	62,913
9	55,840	57,334	60,324	61,814	62,975	64,136	65,293
10	57,960	59,451	62,710	64,199	65,363	66,522	67,680
11	60,087	61,580	65,094	66,584	67,743	68,903	70,061

Longevity Scale	
12-13 years	1,600
14-15 years	2,000
16-17 years	2,400
18-19 years	2,800
20+ years	3,200

Scale 24/2025

1.020 39,004

Step	BA	BA+20	BA+30 MA	BA+50 MA+20	BA+60 MA+30	BA+70 MA+40	BA+80 MA+50
1	39,004	40,523	42,082	43,604	44,788	45,967	47,149
2	41,797	43,316	44,518	46,038	47,225	48,406	49,587
3	43,964	45,484	46,946	48,469	49,651	50,832	52,012
4	46,126	47,648	49,374	50,894	52,076	53,257	54,440
5	48,296	49,817	51,811	53,332	54,518	55,699	56,880
6	50,455	51,977	54,238	55,762	56,942	58,124	59,307
7	52,374	54,146	56,669	58,187	59,372	60,554	61,737
8	54,790	56,311	59,101	60,622	61,807	62,988	64,171
9	56,957	58,481	61,531	63,051	64,235	65,419	66,599
10	59,119	60,640	63,964	65,483	66,670	67,853	69,034
11	61,289	62,812	66,396	67,915	69,097	70,281	71,462

Longevity Scale	
12-13 years	1,800
14-15 years	2,200
16-17 years	2,600
18-19 years	3,000
20+ years	3,400

Per Diem Compensation will be computed by dividing the individual's salary by 182 days. The Board and Association shall appoint two (2) persons to serve on a committee to screen new classes for credit toward the BA+20, 30, 50, 60, 70 and 80 and MA+20, 30, 40 and 50. Salary for 2025-2026 will be negotiated at the same time as insurance benefits, no later than February 1, 2026.

APPENDIX 1B
ONEKAMA CONSOLIDATED SCHOOL DISTRICT
MERIT PAY MODEL FOR TEACHERS

2022-2025

- Re-evaluate Plan Date: last day of school
- Based on a point system for the professional standards outlined below
- $33,000.00 per year for the entire bargaining unit to share based on earning points
- Funded by General Fund
- This is not tied to base salary, or the salary schedule in any way
- At the end of each school year, the $33,000.00 will be divided by total number of points earned by all teachers in the bargaining unit during the year to establish the dollar value for each point earned. The per-point dollar value will then be multiplied be the number of points each teacher earned to arrive at their merit pay for year.

Teacher Attendance
The Board of Education established that employee attendance impacts student achievement. To that end, the Board has included merit points for employee attendance to create an atmosphere and culture where perfect attendance or outstanding attendance is the norm.

Days Absent	Points
0	50
1	45
2	40
3	35
4	30
5	25
6	20
7	15
8 or more	0

Five Provided Professional Development Days (PD)
The Board established that on-going professional development of teachers impacts student achievement. To that end, the board has included merit points for teachers attending district/county provided professional development.

Absent from PD	**Points**
0	50
1	0
More	0

*Death in family will be waived

Self-Directed Professional Development
The Board has further established that self-directed professional development of teachers is highly valued and impacts student achievement. To that end, the Board has included merit points for teachers participating in professional development activities on their own time and substantially at their own expense. To be eligible for points under this provision, a teacher must have attended all 5 district provided Professional Development days. Points will be earned July 1st through June 30. Courses must be completed before May 31 so that merit pay can be distributed by the end of each fiscal year.

Points per college credit earned beyond certification requirements	Maximum Points
25	250

Points per hour of PD	Maximum Points
5	100

Documentation must be provided. There are a maximum possible points in this section of 250 in any combination of self-directed professional development.

Teacher Performance Evaluation
The Board established that the teacher performance evaluation is a tool that impacts student achievement. To that end, the Board has included merit points for teachers based on their annual performance evaluations.

Domain (points/rating)	Ineffective	Minimally Effective	Effective	Highly Effective
1. Instructional Skills	0	0	125	250
2. Classroom Management	0	0	125	250
3. Professional Responsibilities	0	0	125	250
4. Relationships with Personnel and others	0	0	125	250
Total Max Points/yr.	**0**	**0**	**500**	**1000**

Parent-Teacher Communication

The Board established that involving parents in the education of their children impacts student achievement. To that end, the Board has included merit points for teachers who document meeting with parents or two-way communication with parents representing 80% or more of their student's during each parent-teacher conference series.

Grades K-5 Conference/2-way Communication	Points/Ea. Series	Points This Year
90-100%	50	150
80-89%	25	75

Grades 6-12 Course Syllabus Returned	Points/Ea. Series	Points This Year
90-100%	50	150
80-89%	25	75

Going Above and Beyond for Students

The Board established that educators who go above and beyond their typical classroom instructional responsibilities impact student achievement. To that end, the Board has included merit points for teachers who document leading or attending various meetings outside the school day that help inform and guide the operations and instructions of the school and/or district. Examples include department meetings, school improvement meetings, district school improvement meetings, service leadership (unpaid positions and responsibility, weekly office hours outside the school day, event volunteer, and volunteer coordinator of events.

To be eligible for merit points under this section, employees must attend a minimum of 80% of meetings to be eligible for any points. While may committees meet more often, a minimum of ten meetings per year should be scheduled by the various committees.

Committee Position	Maximum Points
Chair	75/year/committee
Active member	50/year/committee
Service leadership	75/year/position

Office hours beyond contract	5/per semester
Event volunteer	5/per event
Event coordinator	10/per event
Misc Activities	2/per event
Presentations	10/per conference or event
Publications	10/each
Education innovation	5/each
Attendance at school-sponsored events	5/each
	Category maximum is 300 points

Student Performance on Assessments

The Board established that educators themselves have an impact on student achievement. To that end, the Board has included merit points for teachers individually based on the academic achievement of their students.

Student Achievement	**%**	**Maximum points = 1,500**
Met or exceed one year growth rate	90-100%	1,500 points
Standard is one year growth for each child	75-89%	900 points
Based on Local State and National test data	60-74%	750 points

Possible Points Available

Merit Point	**Maximum**	**% of Total Merit Points**
Attendance	50	1.5%
Five Days of Professional Development	50	1.5%
Self-Directed Professional Development	250	7.5%
Performance Evaluation	1000	30%
Parent Teacher Conference	150	4.5%
Going Above and Beyond	300	10%
Student Performance on Assessments	1,500	45%
	3,300	**100%**

Corrective Action Individual Development Plan (IDP)

Teachers are not eligible for merit pay if placed on an IDP to correct behavior or instructional deficiencies at any time during the year.

updated 8/31/2022

APPENDIX I-C

STANDARDS FOR ADVANCEMENT ON THE SALARY SCHEDULE

The standard for advancement on the salary schedule are as follows:

1. The satisfactory completion of semester hours at the graduate or undergraduate level which is related to the teacher's assignment, or is part of a degree program in education, or will apply toward certification in a subject area.

2. The satisfactory completion of the equivalent of not more than two (2) semester hours of workshops. Non-college credit and college credit workshops which must meet the school system's standards shall be given credit for advancement on the salary schedule or change in the level of training when they are related to the teacher's assignment or provide additional training in an area for which certification is either needed or held. Such workshops must have prior approval of the Professional Growth Committee. If prior approval is not obtained credit for the workshop might not be granted. The hours of participation in these workshops shall be accumulative, and each unit of eighteen (18) such hours shall be considered the equivalent of one (1) semester hour.

3. All college courses must be from an accredited institution.

4. All requests for approval should be submitted as soon as possible but not later than one (1) week in advance of the starting date of the class or workshop.

5. September 1st of each year is the deadline for reporting college credits and workshops. An exception to this deadline will be made when a regular summer session of a recognized college or university extends past this date, but in no case will proof of credit be accepted for retroactive changes in salary status after November 1st. Courses completed after November 1st will be prorated for the second semester upon receipt of proof of credit.

6. The Professional Growth Committee shall be composed of two administrators and two faculty members. The faculty representatives shall be appointed by the O.E.A. and shall serve two (2) year terms.

7. If the decision of the committee is not satisfactory, the teacher may appeal to the Board of Education at their next regularly scheduled meeting.

*Pro-rated pay after November 1st deadline will be one-half of the normal yearly amount.

APPENDIX II
(Schedule B)

EXTRA CURRICULAR COMPENSATION	% of Base for Years of Experience (1-3)	% of B.A. Step for Years of Experience (4-8)
J.V. Baseball	6	8
J.V. Softball	6	8
Varsity Football	8	10
Assistant Football	6	8
J.V. Football	6	8
7th-8th Football	4	5
Varsity Basketball	8	10
J.V. Basketball	6	8
7th – 8th Basketball	4	5
Varsity Volleyball	8	10
J.V. Volleyball	6	8
7th – 8th Volleyball	4	5
Golf	8	10
Varsity Baseball	8	10
Varsity Softball	8	10
Varsity Track – Boys	8	10
Varsity Track – Girls	8	10
Assistant Track	6	8
7th – 8th Track – Boys/Girls	4	5
Ski Team	8	10
Varsity Cheerleading Advisor Fall/Winter	4	5
J.V. Cheerleading Advisor Fall/Winter	3	4
7th – 8th Cheerleading Advisor Fall/Winter	3	3.5
Music Director	6	8
Choral Director	6	8
Theater Director	5	8
Assistant Theater Directors	4	5
Yearbook Advisor	10	
Ski Club	$19/trip	
Noon Duty	7	
K-5 Technology Advisor	3	4
6-12 Technology Advisor	3	4

Web Master	13
Class Advisors:	
Middle School	2
9th Grade	3
10th Grade	3
11th Grade	4
12th Grade	4
National Honor Society	4
Student Council – H.S.	4
Student Council – M.S.	2
H.S. Quiz Bowl	2
Mentor Teacher	2
Athletic Director	13.5 + 1 release period
Games Manager	12
Safety Patrol Advisor	3

The 2004 –2005 Bachelor's Degree teacher salary schedule below shall be used for the index system for the duration of this contract.

STEP	B.A.
1	34,143
2	36,241
3	38,072
4	39,902
5	41,731
6	43,561
7	45,385
8	46,307

The number of years as a coach or director of a particular activity shall determine the position on the index system for three (3) years of experience up to a maximum of the eighth (8th) step.

Each person who holds an extra-curricular position shall be provided with a job description by the Administration, and a written agreement stating the amount or pay and the duration of the statement. Payment of extra-curricular salaries will be made at the end of the season or the end of the school year, whichever pertains.

All extra-curricular positions will be contracted through an outside contractor. The only exception to this will be for those employees within three (3) years of retirement on the MIP PLAN and within five (5) years on the BASIC PLAN. It is the responsibility of the employees to notify the district when they are within the above time limits.

When a person holding a position on the extra-curricular schedule is to be terminated from that assignment, he/she shall be notified within ninety (90) days after the end of such assignment that he/she will not be retained and the specific reasons therefore. Such person may request and receive an interview with the director of extra-curricular activities in order to discuss the matter. The person agrees to assume the position the following year unless notification is received in the principal's office within ninety (90) days after completion of the assignment.

APPENDIX III

COMPENSATORY TIME -- CLASS SUPERVISION

A. The supervision of a class during the teacher's preparation period will enable the teacher to receive credit equal to the length of the period covered toward one (1) class period credit of compensatory leave time. For each day a teacher is in charge when an administrator is absent, he/she will receive one class period of compensatory leave time. The compensatory leave time may be accumulated from year to year, and shall be paid at the rate and condition of ARTICLE V, SECTION A. One compensatory leave day will be the equivalent of 7 hours of supervision. A request for compensatory time shall be filed with the principal at least 48 hours in advance of the use of compensatory time. Exceptions to this will be for emergencies.

B. CERTIFIED PERSONNEL WORKING BEYOND CONTRACTUAL DAYS. Certified employees who are formally requested in writing by the administration to work beyond the 182 contractual days shall be paid 1/7 of their current per diem wage for each hour worked. The contractual year is defined as September 1 through August 31 as stipulated in the DURATION OF AGREEMENT. The exception to the contractual year would be responsibilities that pertain to the succeeding school year and occur after July 1. In such cases, certified personnel will be paid at the new contractual rate. Certified personnel may elect, as an option, compensatory time subject to the conditions of Section A of this article.

C. Teachers who are required to attend IEPC meetings or other mandated meetings during their prep time or outside of the contractual day will earn compensation time up to a maximum of (5) five hours. It is understood that this time is not cumulative and any unused time does not carry over to the following year.

It is understood that Section B of this article does not include unfinished responsibilities remaining at the conclusion of the contractual days.

APPENDIX IV

INSURANCE BENEFITS

1. The Board agrees to provide to full-time teachers the premium toward the purchase of MESSA-PAK Onekama PAK A insurance plan effective September 1, 2022 thru August 31, 2025.

Teachers employed less than 50% are not eligible for benefits.

Teachers employed 50% or more of the time are entitled to prorated benefits.

The following format will be used to determine percentage of employment:

1. Total minutes of instruction provided by part-time teacher
2. Before school or after school required time (25 minutes prior or 20 minutes post)
3. Total passing time covered, one less than the number of classes taught, i.e., if three classes taught credit would be given for two passingtimes.
4. Percentage of the prep minutes consistent with the percentage of instructional time.
5. The final percentage is determined by taking the total minutes from steps 1-4 above and dividing by the total minutes in a full-time teacher's day. For the 2022-2023, 2023-2024 and the 2024-2025 school yearly this will be 435 minutes (7:35 – 3:20 minus the 30-minute duty free lunch).

Employees not desiring health insurance shall receive MESSA-PAK Onekama Plan D. When two members of a family are employed, one member will receive this option. Any employee who does not take health insurance will receive cash in lieu. The amount of cash in lieu will be calculated by taking the Choices II PPO health premium cost less the Plan D cost divided by two. This cash may be redirected to an annuity or other salary reduction agreement authorized by Section 125 of the Internal Revenue Service. For the 2022-2023, 2023-2024 and the 2024-2025 school years, cash in lieu shall equal $600.00 per month or $7,200.00 for each year.

The MESSA PAK A shall consist of and limited to the following during the period noted above.
Health Insurance ABC 1 $1,400/$2,800 (ABC Rx)

Long Term Disability: The qualifying period shall be sixty (60) calendar days modified fill.
The monthly benefits shall be sixty-six and two thirds (66 2/3) percent of monthly salary, payable up to a maximum of five thousand (5,000) per month. The benefits are payable up to age seventy (70). Riders are limited to Social Security Freeze, alcoholism, drug addiction and mental/nervous same as any other illness, and cost of living allowance.

Delta Dental Plan	100/90/90 with a $1,500 maximum orthodontic rider
Negotiated Life	$50,000 AD & D employee only
Vision	MESSA/VSP 3 Plus P 250 CL

The MESSA-Choices PAK A #1 shall consist of and limited to the following during the period noted above.

Health Insurance ABC Plan 1	$1,400/$2,800 (ABC Rx)

The MESSA-PAK A #2 shall consist of and limited to the following during the period noted above:

Health Insurance ABC Plan 1	$1400/$2800 (ABC Rx) 10% Coinsurance
Long Term Disability	Same as PAK A
Delta Dental Plan	Same as PAK A
Negotiated Life	$50,000 AD & D employee only
Vision	Same as PAK A

The MESSA-PAK B shall consist of and limited to the following during the period noted above. The district shall pay 100% and the member 0%.

Long Term Disability	Same as PAK A
Delta Dental Plan	Same as PAK A
Negotiated Life	$50,000 AD & D employee only
Vision	Same as PAK A

2. Both the Board and the OEA agree to negotiate the insurance benefits for the 2025-2026 school year. The negotiations shall commence no later than February 1, 2025 and end no later than the traditional open enrollment period.

It is understood that the above coverage shall be provided in accordance with the rules and conditions of the carrier.

APPENDIX V

DISABILITY

In the event that a teacher is disabled through an injury or illness, all fringe benefits shall continue for the duration of the school fiscal year, even though leave days have been exhausted.

APPENDIX VI

RETIREMENT INCENTIVE

1. To be eligible for the retirement incentive a teacher must satisfy all of the following requirements:

A. The teacher must be on the step 11 of the appropriate salary schedule with at least 10 years of employment at Onekama School, as set forth in the salary Schedules of the Master Agreement.

B. The teacher must be employed with the school district on the last work day prior to his/her retirement.

C. The teacher must submit a written resignation to the Superintendent not later than March 1 preceding retirement unless approval for later application is given.

D. Retirement may only be exercised at the end of the second semester of the school year.

E. The teacher must be eligible, make application and be accepted to receive retirement benefits from the Michigan Public School Employees Retirement System (MPSERS). Upon request, the retiring teacher shall furnish verification to the school district that he/she will receive MPSERS benefits immediately following his/her retirement.

2. A teacher who satisfies the requirements for the retirement incentive shall be eligible for one of the following benefits:

A Teachers retiring in their 1st, 2nd, or 3rd year of eligibility (by either Basic or MIP Standards) will be compensated on the scale below:

1st year eligible $30, 000
2nd year eligible $20,000
3rd year eligible $10,000

OR

B. The district will contribute towards the purchase of retirement credit based on the following scale:

Five Years = $30,000
Four Years = $20,000
Three Years = $10,000

Payments of $500 per month will be made until the eligible amount is paid in full. 49

C. These payments will be made to a 403(b) or 457(b) account unless requested to be paid directly to retiree.

1. It is understood that the "FICA" costs to the school will be subtracted from the total if such request occurs.

3. Additional Provisions

A. The Board of Education reserves the option of making a lump sum payment of the balance due the teacher.

B. A less than full time teacher will be prorated for full dollar amounts in relation his/her employment time.

C. In the event the teacher dies during the period he/she is receiving benefits under this APPENDIX the Board shall continue payment of the above severance to the deceased teacher's estate. Such payment shall continue for the same amount of time as it would have, had the teacher lived throughout the period.

D. Once a teacher is on this early retirement incentive plan, the benefit may not be withdrawn because of a subsequent negotiation of the Master Agreement.

E. The teacher must be eligible, make application and be accepted to receive retirement benefits from the Michigan Public School Employees Retirement System (MPSERS). Upon request, the retiring teacher shall furnish verification to the school district that he/she will receive MPSERS benefits immediately following his/her retirement. Note: If the teacher purchased service years the teacher has the option to apply the years toward final eligibility. Years of service and years purchased must be provided when applying for incentive.

APPENDIX VII

COACH'S EVALUATION REPORT

Coach's name _____ Building Assignment _____ Coaching Assignment _____

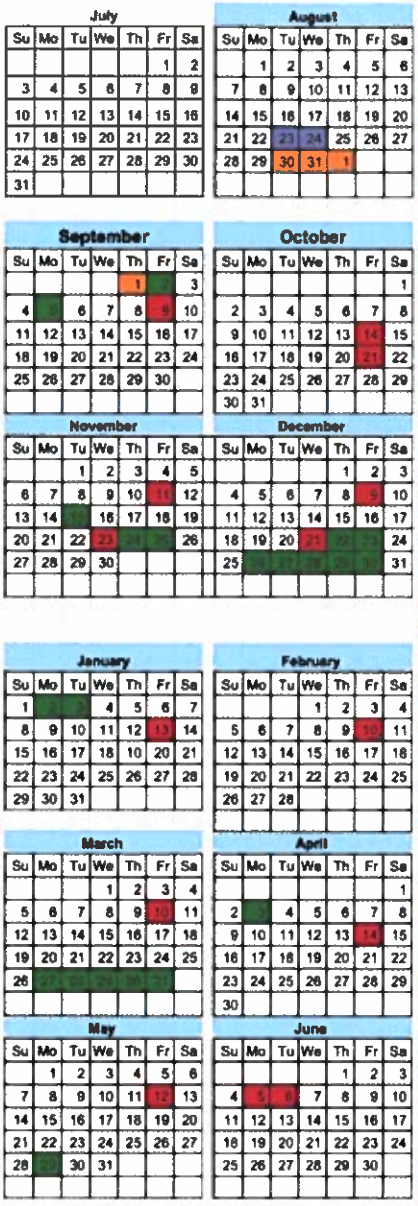
	NOT OBSERVED	SATISFACTORY	NEEDS IMPROVEMENT	UNSATISFACTORY
I. Professional Relations				
A. Cooperation with administration and athletic director regarding submission of physical forms, eligibility list, program information, equipment inventory and needs, athletic awards, injury reports, etc.				
B. Leadership and direction of assistants				
C. Rapport with other coaching staff members				
D. Appropriate dress at practice and games				
E. Participation in professional clinics				
F. Public relations-media, parents, community groups				
G. Participants concerns-grades, personal problems, scholarships, state recognition, etc.				
H. Game conduct toward participants & officials				
II. Coaching Performance				
A. Respect-sets examples				
B. Physical condition of participants, care of injuries				
C. Team management-road trips, training rules, etc.				
D. Supervision of training & locker room				
E. Care and maintenance of equipment, proper storage				
F. Game strategy				
G. Innovativeness & knowledge of sport				

Comments & Suggestions:

Coach's Signature: _____ Date _____

Administrative Signature: _____ Date _____

2022-2023 CALENDAR



July

Su	Mo	Tu	We	Th	Fr	Sa
					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

Su	Mo	Tu	We	Th	Fr	Sa
	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	1		

September

Su	Mo	Tu	We	Th	Fr	Sa
				1		3
4		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

Su	Mo	Tu	We	Th	Fr	Sa
						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

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14		16	17	18	19
20	21	22	23			26
27	28	29	30			

December

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21			24
25						31

January

Su	Mo	Tu	We	Th	Fr	Sa
1			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

Su	Mo	Tu	We	Th	Fr	Sa
			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

Su	Mo	Tu	We	Th	Fr	Sa
			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						

April

Su	Mo	Tu	We	Th	Fr	Sa
						1
2		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

Su	Mo	Tu	We	Th	Fr	Sa
	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		30	31			

June

Su	Mo	Tu	We	Th	Fr	Sa
				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	

2022-2023 Onekama Consolidated Schools	Staff	Student
AUGUST/SEPTEMBER	24	22
August 23 & 24-Staff In Service	2	0
August 24 - Open House		
August 30-First Day for students	1	1
August 31, September 1 - Student days	2	2
Sept 2 - NO SCHOOL-Labor Day		
Sept 5 - NO SCHOOL-Labor Day		
September 9 - half day students -PD for staff-12:30 release		
OCTOBER	21	21
October 14 - half day students -PD for staff-12:30 release		
October 20 - Parent/Teacher Conferences (4pm-7pm)		
October 21 - Parent/Teacher Conferences (1pm-3pm)	19	19
October 21 - half day students – 12:30 release		
NOVEMBER		
End of marking period 11/4/2022		
November 11 - half day students -PD for staff-12:30 release		
November 15 - NO SCHOOL		
November 23 - half day students & staff-12:30 release		
November 24 & 25- NO SCHOOL		
DECEMBER	15	15
December 9 - half day students -PD for staff-12:30 release		
December 21 - half day students & staff-12:30 release		
Dec 22nd - -Christmas Break Begins		
JANUARY	20	20
January 4 - - Return to School		
January 13 - half day students -PD for staff-12:30 release		
End of marking period 1/20/2023		
FEBRUARY	20	20
February 10 - half day students -PD for staff-12:30 release		
MARCH	18	18
March 10 - half day students -PD for staff-12:30 release		
End of marking period 3/24/2023		
March 27th Spring Break-NO SCHOOL		
APRIL	19	19
April 3- No School		
April 4 - -Return from spring break		
April 14 - half day students -PD for staff-12:30 release		
MAY		
May 12 - half day students -PD for staff-12:30 release	22	22
May 29 - Memorial Day - No School		
JUNE	4	4
June 5th & 6th half day students -PD for staff-12:30 release		
End of marking period 6/6/2023		

KEY Student Days

KEY Student 1/2 Day

Staff Days - No School

KEY Vacation - No School

- STAFF DAYS
180- STUDENT DAYS

Updated 7-18-2022

updated 7-21-22

updated 10/6/22

WITNESS WHEREOF, the parties have executed this Agreement by their duty authorized representative:

ONEKAMA EDUCATION ASSOCIATION

OEA President

Secretary

BOARD OF EDUCATION OF
THE ONEKAMA CONSOLIDATED SCHOOLS

Board of Education President

Secretary

Dated this 26 day of Nov., 2022

DURATION OF AGREEMENT:

This Agreement shall be effective as of September 1, 2022 and shall continue in effect until the 31st day of August 2025. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated unless a written extension signed by both parties is attached thereto.

Date 7/20/2022

LOA between the Onekama Board of Education and the Onekama Education Association

If the final audited figures for fiscal years 2022-23, 2023-24, 2024-25 show a surplus in the General Fund, the Onekama Board of Education agree to a wage increase in the form of a one-time additional compensation payment of up to 2% not to exceed 50% of the surplus

Signed

Signed