

*Master Agreement*

between

**Oscoda Area Schools  
Board of Education**

and

**Oscoda Education  
Association/MEA-NEA**

2008-2011

## Letter of Agreement

This Agreement, entered into by the Oscoda Board of Education, Oscoda Area Schools, Oscoda, Michigan, hereinafter called the **Board**, and the Oscoda Education Association, Inc. a voluntary Michigan corporation, hereinafter called the **Association**.

### Purpose and Intent

The general purpose of this Agreement is to set forth terms and conditions of employment and promote orderly and peaceful work relations for the mutual interest of the Board and the employees.

The Board has no legal right to relinquish its statutory authority, or to subvert it to any other organization not elected by the people of the District. Within those bounds, the Board and Association encourage to the fullest degree, friendly and cooperative relations between the respective representatives among the professional and classified employees subsequently designated.

**WHEREAS**, the Board and Association recognize and declare that providing a quality education for the children of Oscoda is their mutual aim and that the character of such education depends predominantly on the quality and morale of the teaching services; and

**WHEREAS**, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 379, Michigan Public Act of 1965, which amends Act 336 of Michigan Public Acts, 1947, 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 negotiations, have reached certain understandings which they wish to document and preserve, the Board and Association have agreed as follows:

### Article 1 -- Recognition

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II, Act 336 Public Acts of 1947, as amended by Act 379, Public Acts of 1965, for all personnel in the aforementioned bargaining unit. This includes all certified classroom teachers, pre-school teachers (such as B-4), Counselors, Librarians, Speech and Hearing Therapists, Instructional Coordinators, and Student/Family Coordinators who are under contract with the Board. This excludes Superintendents, Assistant Superintendents, Principals, Assistant Principals, Transportation Supervisors, Directors of Instruction, Directors of Special Programs, Business Managers, Administrative Coordinators, Cafeteria Supervisors, and other executives and supervisors.

The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining unit as defined above.

Alternative Education Program teachers shall be excluded from the terms and conditions of this agreement. In the event more than ten (10) teachers are employed in the Alternative Education Program, the District agrees to negotiate the inclusion of the positions within the bargaining unit.

- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given the opportunity to be present at such adjustment.

## **Article 2 -- Association and Teacher Rights**

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board, as recognized in Article 1, shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiating for the purpose of determining rates of pay, hours of employment and other conditions of employment.

As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act 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 membership in the Association, participation in any legal activities of the Association, collective professional negotiations with the Board, or institution of any grievance, complaint or proceeding under this Agreement with respect to any terms or conditions of employment.

- B. Nothing contained herein shall be construed to deny or restrict to any teacher the rights he/she may have under the Michigan School Code or other applicable laws and regulations.
- C. The Board shall install a bulletin board in a conspicuous place which shall be located in the teachers' area for their convenience. Such boards are to be used for general Association announcements and official Association business, only as long as notices of sanctions against any school district shall not be posted. The use of teacher mailboxes and school daily bulletins are permitted under this Agreement. The use of the daily bulletin, if put over the public address system, may be used only at the regular time of giving the daily bulletin.
- D. The Association shall have the right to use school facilities and equipment, upon written application, including computers, printers, photocopiers, calculating machines, and all types of audiovisual equipment at reasonable times when such equipment is not otherwise in use. The Association must have approval from the building principal before using such facilities or equipment. The Association shall pay for reasonable cost of all materials and supplies incident to such use.

The Association acknowledges that it has no right to privacy in the use of computers and the internet on district property.

- E. The Board agrees to furnish the Association Representatives, in response to requests from time-to-time, reasonable information concerning the financial resources of the district that is germane to collective bargaining, including annual financial reports and audits, registers of certified personnel, treasurer's reports, membership data, names and address of all teachers currently employed.
- F. The Board may consult with the Association on any new or modified fiscal, budgetary or tax program, construction, programs, or major revisions of educational policy which are proposed or under consideration, and the Association may be given opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication.
- G. The teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not an appropriate concern of the Board without just and reasonable cause.

- H. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin or ancestry, age, sex, marital status, or physical characteristics unrelated to job requirements. The Board and Association agree that it shall be a violation of this Agreement for the Board or Association to limit, segregate or classify any employee, which deprives or tends to deprive any teacher of employment opportunities or otherwise adversely affects their status as an employee.
- I. In support of Board Policy #3362, Sexual and Other Forms of Harassment, sexual harassment against or by bargaining unit members will not be tolerated in the district's employment practices. Sexual harassment for the purposes of this Article is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:
1. Submission to the conduct is made either an explicit or implicit condition of employment;
  2. Submission to or rejection of the condition is used as the basis for an employment decision affecting the harassed unit member; or
  3. The harassment substantially interferes with a bargaining unit member's work environment or creates an intimidating, hostile, or offensive work environment.

For the purposes of this Article, sexual harassment does not refer to behavior or occasional compliments of a socially acceptable nature as determined by a reasonable person of the victim's gender. It refers to behavior which is not welcome, that is personally offensive, that fails to respect the rights of others, that lowers morale, and that therefore interferes with the victim's work or effectiveness. Sexual harassment includes, but is not limited to, the distribution or displaying of sexually suggestive or related photographs, drawings, and graffiti; sexually degrading words and innuendoes; sexual advances and propositions; and verbal or physical abuse of a sexual nature.

Any bargaining unit member accused of sexual harassment shall be entitled to all the protections of this Agreement including, but not limited to, the grievance procedure outlined in Article 26.

The district assures employees that all complaints will be handled confidentially to the extent afforded by law and shall be investigated without delay. In no event will the district permit or engage in retaliation of any kind against any employee who initiates a complaint in good faith.

- J. The Board specifically recognizes the right of its employees to appropriately invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such public agency.
- K. The Board shall make available in each school a lunchroom, restroom and lavatory facilities, exclusively for teacher use.
- L. Upon request of the Association, coffee, pop, soup and sandwich vending machines shall be installed in the teachers' lounge and lunchroom areas as space permits, at no cost to the District.
- M. Adequate off-street, paved parking facilities shall be provided and properly maintained and identified exclusively for teacher use whenever possible.
- N. Teachers shall not be required to work under unsafe or hazardous conditions, or perform tasks which endanger their safety, health or well-being.
- O. Teachers are expected to comply with reasonable rules, regulations and directions adopted by the Board or its representatives, which are not inconsistent with the provisions of this Agreement provided a teacher may reasonably refuse to carry out an order which threatens his/her physical safety or well-being, or is professionally demeaning.

- P. A teacher shall be entitled to have an Association representative present while he/she is being interviewed by the Administration concerning actions that could lead to potential or actual disciplinary action, provided the teacher requests that such Representative be present. No interview will take place without the Association representative after the teacher has requested the presence of such representative.
- Q. No teacher who has completed the probationary period shall be disciplined, reprimanded, dismissed, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such discipline, reprimand, reduction in rank, compensation or advantage, including adverse evaluation of teacher performance asserted by the Board or its representative thereof, shall be subject to the grievance procedure, hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher and the Association.
- R. Each teacher shall have the right, upon written request to the Superintendent, to review the contents of his/her own personnel file in the central office. An Association representative may, at the teacher's request, accompany the teacher in this review. A copy of any of the items shall be provided to the teacher upon written request and at the teacher's expense.
- S. Each teacher shall have an individual contract, signed by the teacher and the Board or its representative, within the first five (5) working days of each school year.

### **Article 3 -- Board Rights**

The Association recognizes that the Board has the responsibility and authority to manage and direct, on behalf of the public, all operations and activities of the school district to the fullest extent authorized by law, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement. The Board may adopt reasonable rules and regulations, not in conflict with the terms of this Agreement, governing the discipline of the teacher.

### **Article 4 -- Agency Shop and Payroll Deductions**

- A. All teachers, as a condition of continued employment, shall pay either membership dues or a representation fee.

The amount of dues and the representation fee shall be determined by the Association in accordance with its procedures.

Any challenge to the level of representation fees shall be exclusively processed through the internal procedures established by the Michigan Education Association (MEA) and shall not be subject to review under the grievance procedure set forth in this Agreement.

The Association shall indemnify the Board and hold it harmless against any loss or claims for damages resulting from payment to the Association of any membership dues or representation fees deducted under this Article, and in the event any actions or claims are commenced against the Board to recover from it any such sums, the Association shall intervene and defend against such action or claim.

- B. The payroll deduction of membership dues and representation fees is required as a condition of this Agreement. As such, the Board agrees to payroll deduct those amounts established by the Association pursuant to the authority set forth in MCLA 408.477.

The deduction of membership dues shall be made in equal amounts from the first 21 paychecks for the fiscal year, unless an alternative schedule is agreed upon by the Association and the business office. An updated list of teachers from whom the deductions have been made shall be submitted to the Association.

The deduction of representation fees may not be able to commence until after the school year has started due to the MEA's internal procedures for determining the amount of the fee. Once established, the entire annual fee will be payroll deducted in equal amounts over the remainder of the timetable under which membership dues are deducted.

- C. Upon the submission of written authorization by the teacher to the business office, the Board shall also make payroll deductions to the Alpena Alcona Area Credit Union, to **THE FOLLOWING** annuities and tax-deferred plans and other deductions available through the business office.

American United Life Assurance	989-362-4425
Equitable Life Assurance	888-356-2700
Mass Mutual Financial Group Companies	231-796-8621
Met Life	800-560-5001
MEA-Financial Services (Paradigm Equities)	989-426-4363
Sun Life Assurance Company of Canada	800-752-7215
The Vanguard Group	800-662-2003
Variable Annuity Life Insurance Company	800-892-5558
Western Reserve Life Assurance	800-851-9777

Annuity and tax deferred options are available for enrollment at the sole option and discretion of the teacher. The list is not to be construed as evidence of an endorsement of any company by the board or association or assurances of the performance of any investment made by the company. It is the responsibility of the teacher to examine the options available and make their own informed decisions if the teacher elects to enroll.

- D. The Board agrees to promptly remit the payroll deducted membership dues and representation fees by direct deposit to the Association's account with the Alpena Alcona Area Credit Union.

The Board further agrees to promptly remit teacher authorized payroll deductions for deposits into the Alpena Alcona Area Credit Union. Deducted annuities and tax-sheltered plans shall be sent at the time of deduction to the teacher-requested companies.

### **Article 5 -- Teaching Hours and Class Loads**

- A. No teacher shall be required to spend more than seven (7) hours and fifteen (15) minutes per day at school.

The time before students start school in the morning will not be counted as individual preparation time for regular classroom instructors (excludes special area teachers) under Sections B and D below.

Individual preparation time shall not be used for department or grade level meetings without the consent of the teachers involved.

- B. The normal weekly teaching load on a six (6) period day in the junior [middle school] and senior high schools will be twenty-five (25) teaching periods and five (5) unassigned periods. When trimesters are in place, the normal weekly load will be four (4) periods per day and twenty (20) periods per week.

In the event alternative scheduling (i.e. block, trimesters etc.) is implemented at the secondary levels (6-12), teachers will be scheduled each full week for no less than two hundred seventy-five (275) minutes.

In the event trimester scheduling is in place, the time in excess of two hundred seventy five (275) minutes per week may be assigned by the administration as conference time (i.e. available for department, grade level meetings, etc.) or to other traditional types of assigned duties.

Assignments to a supervised study period shall be considered a teaching period for purposes of this Article.

- C. All teachers shall be entitled to a thirty (30) minute minimum, duty-free, uninterrupted lunch period.
- D. Elementary teachers will be provided two (2) fifteen (15) minute relief periods each day. In addition, elementary teachers shall be provided a daily preparation time equivalent to the time when their students were to receive instruction from various teaching specialists.
- E. Teachers in all secondary disciplines and special areas shall be provided with relief and preparation/ conference time to the same extent as other teachers in the District.
- F. The daily and annual work schedule of the Student/Family Coordinator position will be determined by the Administration with the Schedule for full-time Coordinators not exceeding the full-time classroom teachers student contact hours per/day or per/year.
- G. No departure from these norms, except in case of emergency, shall be made without prior consultation with the Association President. In the event of any disagreement between the representative of the Board and the Association, as to the need and desirability of such deviation, the matter may be processed through the grievance procedure hereinafter set forth.
- H. Daily preparation for effective teaching, correcting exam papers, themes, and similar activities, require many hours of application outside the classroom and add to the professional responsibilities of the teacher. In addition, demands are made for attendance at staff conferences, parent/teacher conferences, PTA/PTO meetings and the like, which demands can readily become excessive. If such meetings become excessive, they may be subject to the grievance procedure.
  - 1. The Board and the Association agree that some supervisory responsibilities shared among the teachers on an equitable basis are necessary at student functions.
  - 2. These shall be apportioned on a voluntary basis as much as possible, but when necessary, shall be filled by appointment by the principal on the basis of previous participation.
  - 3. When an assembly or similar function is scheduled during a period when the teacher is ordinarily occupied with classroom duty, the teacher shall attend the function in a supervisory capacity, shall be seated with the students, and shall aid with control and discipline of the student body. No teacher shall be required to supervise student activities during his/her lunch, prep or conference periods.
  - 4. Under normal circumstances, staff meetings will be conducted within the time afforded under Article 5 (A). It is recognized, however, that there may be infrequent urgent or emergency situations that require the scheduling of staff meetings at other times. There may be one (1) forty-five (45) minute prescheduled staff meeting each month which will be inclusive of zero hour time and will serve to extend the workday in Article 5(A) on that day.
  - 5. The Student/Family Coordinator will not receive scheduled teacher preparation time under the terms of this Agreement. However, case preparation/management time during the students instructional day will be considered and included in the Administration's assignment of work schedules.

## Article 6 -- Student Placement

- A. The parties recognize that students have special physical, mental and emotional problems that may require specialized classroom experience and that their presence in classrooms may affect the instructional program and place extraordinary demands on the teacher. Teachers believing that such students are assigned to their classroom may request their transfer and shall present arguments for such request to the administration. Such requests will be considered only if they do not violate a student's rights and other available teacher support has proven ineffective.
- B. Furthermore, the Board has agreed that every reasonable effort would be made to do as follows:
1. Distribute special education students on an equitable basis to classroom teachers unless there is agreement with the teachers and Association President as to another means of distribution.
  2. Give consideration to class composition for placement of new enrollees.
  3. Consider a mainstreamed child as part of the classroom count for the purpose of determining class size count and/or overload pay.

## Article 7 -- Teaching Conditions

- A. Class size should be lowered wherever possible, with the following maximums recommended:
1. Developmental Kindergarten 19 students
  2. Kindergarten 25 students
  3. Elementary grades 27 students
  4. Grade 6 28 students
  5. **Special considerations:**
    - a. The district is to meet all state requirements for special education class size.
    - b. The Board, upon making a request of the State Board of Education for deviation from the rules, shall concurrently provide the Association with a copy of the request.
  6. **Secondary Grades:**
    - a. Language Arts 29 students
    - b. Social Studies 29 students
    - c. Math 29 students
    - d. Foreign Language 29 students
    - e. Business 29 students
    - f. Science 29 students
    - g. Science lab (9-12) 24 students
    - h. Industrial Arts 25 students
    - i. Fine Arts 29 students
    - j. Physical Education 40 students
    - k. Choir/Band (K-12) from 35 to limit at discretion of Director
    - l. Computer Lab Limit to number of Work Stations  
(Maximum of 29 students)



B. **Elementary**

1. Whenever any combination of four (4) classrooms in a building exceeds by twenty (20) students the recommended total number of students for four (4) teachers, one (1) teacher's aide will be employed for use by the four (4) teachers. The above solution will be used only if additional professional staff cannot be obtained, or if classroom space is not available. The parties agree that the reopening of a closed building will occur only if there is a need for three (3) or more additional classrooms.
2. A payment of five dollars (\$5.00) per day per student shall be incurred whenever teachers have the number of students specified above, up to and including an additional four (4) students. This payment is retroactive to the first day of violation if the violation exceeds ten (10) working days. Payment of seven dollars (\$7.00) per day per student will be paid to teachers who have five (5) more students than the maximum listed above.
3. It is further understood that the kindergarten teachers will be paid one-half (½) the amount noted above for each of the two (2) sections taught which exceeds those maximums averaged over the total day's time.

C. **Secondary**

1. Whenever a teacher's total class load is exceeded by twenty (20), the administration and the Association's negotiations teams will meet to work out a solution for the particular teacher(s) involved. Additional professional staff will be the first solution taken into consideration.
2. It is understood that in the junior [middle school] and senior high schools, this overload payment shall be one dollar (\$1.00) per student, per class, per day dated back to the first day of violation, if said violation exceeds ten (10) working days. A penalty of one dollar and forty cents (\$1.40) per student, per day will be incurred when a teacher has five (5) or more students than the maximum listed above.

- D. The class size provisions of the Agreement will not apply to the Student/Family Coordinator. However, caseload assignments will be commensurate with those of the Elementary Counselor.

**Article 8 -- Professional Qualifications and Assignments**

- A. The employment of teachers by individual contracts, based on special certificates, is to be permitted only in cases of absolute necessity.
- B. Teachers shall not be assigned outside the scope of their teaching certificates and the current State and/or North Central Accreditation (NCA) guidelines or any other requirements established by law or external programs operating within the district (i.e., Michigan School Readiness Program, building trades, etc.).
- C. 1. All teachers shall be given notice of their tentative schedules for the forthcoming year no later than the preceding first day of June. In the event changes in such schedules are made, all teachers affected shall be promptly notified.
2. In no event will changes in a teacher's schedule be made later than the twentieth (20<sup>th</sup>) of August preceding commencement of the school year, unless as the result of layoffs, death of the teacher after August 1, grievance settlements, vacancies, arbitration awards, reinstatement, leaves of absence granted after August 1, resignations after August 1, or unforeseen enrollments in classes or sections or adjustments for academic reasons where the teacher(s) impacted, the association president and superintendent all agree. In each instance, the Association President shall be so notified.

- D. Any assignments, 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 unless considered as part of the regular classroom assignment (defined as including band, choir and yearbook, see Appendix F), but shall be with consent of the teacher. In making such assignments, preference will be given to qualified tenured teachers who are regularly employed in the district except for coaches of MHSAA sanctioned sports Grades 9 – 12, preference will be given to the best qualified applicant.
- E. It is agreed that no teacher, counselor, or Student/Family Coordinator shall receive tenure in a specific position. Further, it is agreed that all individual contracts shall reflect that tenure in a specific position is withheld from any member of the bargaining unit.

### **Article 9 -- Vacancies and Promotions**

- A. Whenever a vacancy in any professional position in the district shall occur, including adult education, driver education, summer school courses, or special federal project(s), the Board shall publicize same by giving written notice of such vacancy to the teachers and providing for appropriate posting in every school building. No vacancy shall be filled on a temporary basis, except in case of emergency, until such vacancy shall have been posted for at least five (5) days.
- B. When a vacancy occurs in any professional position in the district during the summer months, it will be posted on the Central Office bulletin board for ten (10) days. A copy will be sent to the Association President at his/her summer vacation address, which address the President will have provided to the Superintendent prior to the last day of school. Applications should be in writing and addressed to the Superintendent.
- C. Applications in advance of a posting will be considered should such vacancy occur either during the year, or during the summer. This application should be renewed annually. Upon receipt of the application, a written acknowledgment will be provided to the applicant.
- D. During the summer months, if a vacancy is being considered, the Administration will notify those applicants having a valid application on file by sending such notification to the applicant's mailing address on file at school.
- E. After five (5) years of consecutive service in the special education department of the district, a teacher will be provided an opportunity to transfer to a regular classroom when a vacancy occurs for which that teacher is qualified.
- F. In filling a vacancy within the bargaining unit, the Board agrees to give weight to the professional background and attainments of all applicants, the length of time each has been in the district, and other relevant factors. The decision of the Board as to filling such vacancies, however, shall be final.

### **Article 10 -- Sick Leave**

- A. Sick leave is not an insurance. It is a privilege. Any violation of the sick leave policy will result in leave without pay and forfeiture of all sick leave privileges. Reinstatement of sick leave privileges must be approved by the Board.
- B. **Sick Leave**
  - 1. Teachers shall accrue sick leave at the rate of twelve (12) days per school year, at the rate of 1.25 days per month with no accumulative limit.

2. In the event of retirement, a teacher may receive one-half (½) of his/her accumulated sick leave, not to exceed sixty (60) days. This payment shall be paid at the following daily rates:

<u>BA</u>	<u>MA</u>	<u>EdSp</u>	<u>PhD</u>
\$195.00	\$200.00	\$215.00	\$220.00

This money shall be payable as a non-elective employer contribution to a 403(b) plan provided through one of the companies referred to in Article 4, Section C. Only teachers hired before October 22nd, 1997 will qualify.

3. Payment of accumulated sick leave will be made only to those teachers who became eligible for retirement under the State teacher's retirement law, or Article 32 of this Agreement. In case of death, one-half (½) of the accumulated sick leave, not to exceed sixty (60) days, will be paid to the beneficiary. The only sick leave that will be considered is that of the Oscoda Area Schools, except those teachers covered by MCL 380.176, governing special education programs. Should a teacher leave the system for other than approved absence, sick leave shall be terminated; should he/she return to the district, he/she must start over.

C. Sick leave may be used for absences for only the following reasons:

1. When incapacitated for duty by injury, illness, illness resulting from immunizations or vaccinations, or when a member of the teacher's immediate family is afflicted and requires care and attendance by the teacher until such time as should be required to provide other care for the sick or injured person, not to exceed two (2) days per teacher, per year.

If this should amount to more than one (1) day, permission for use of another day shall be requested from the Superintendent or Assistant Superintendent.

Teachers needing additional family illness days to take care of illness may request, in writing to the Superintendent, use of additional family illness days to be deducted from sick leave, with the approval of the Superintendent.

2. For a major operation or surgery, the teacher will present the Office of the Superintendent with an affidavit from the doctor in charge to the effect the surgery for which sick leave is being taken is not to correct an ailment of a chronic nature which should have been taken care of during the summer vacation.
3. In case of extended illness, medical certificates may be required periodically to establish the teacher's continued incapacity to return to duty.
4. A teacher who is absent frequently, for short periods of illness, may be required to visit a physician for a physical check-up. The Board reserves the right to require a doctor's certificate stating that the teacher's inability to work was due to illness.
5. If the teacher was not attended by a physician, the teacher's written statement showing satisfactory evidence of illness may be required by the teacher's supervisor.
6. Sick leave may be taken if there is a death in the immediate family of the teacher; the term "immediate family" meaning father, mother, spouse, children, sister, brother, aunt, uncle, sister-in-law, brother-in-law, mother-in-law, father-in-law, grandparents and grandchildren.
7. When evidence does not justify approval of sick leave, the absence may be charged as absence without leave and may be deducted from the normal pay of the teacher.

8. Family illness (terminal/serious). When a member of a teacher's family is stricken by a terminal or serious illness, the teacher may use up to four (4) days per year, deducted from sick leave, to take care of all arrangements for care of said family member. Family member is defined in paragraph 6 above. Verification for need of the above day(s) of leave should be submitted as soon as reasonably possible by the attending physician. If additional days are required, the teacher will make a request to the Superintendent.
  9. Military Reserve Duty: Provided the teacher supplies a letter from the commanding officer indicating that the military reserve duty can not be scheduled outside of work time, the teacher will be afforded up to three (3) days off per year with pay deducted from sick leave.
- D. Injuries incurred on-the-job are covered under the Worker's Compensation Act. This includes medical bills and compensation for time lost on-the-job, as well as death benefits. Upon completion of the accident report, and after the teacher has been out-of-work seven (7) consecutive days, compensation is paid. The teacher shall report that amount of his/her compensation check to the Board. He/she will then receive the difference between his/her regular pay and the compensation check until his/her accumulated sick leave time is used. Thereafter, he/she will receive only compensation pay.
- E. During October and April of the school year, each teacher shall be furnished with a statement of his/her sick leave credit under this Article.

#### **Article 11 -- Sick Leave Bank**

- A. All members of the certified teaching staff shall assign one (1) sick day per year to a Central Sick Leave Bank.
- B. A member of the teaching staff may, when his/her own personal sick leave accumulation is exhausted, draw from the Central Sick Leave Bank a number of days not to exceed total sick leave accumulation before the injury or illness occurred (presupposing that total sick leave days for the year will be granted the first work-day of the school year).
- C. Persons withdrawing sick leave days from the bank will replace said days at a rate of three (3) per year, plus the mandatory assessed day.
- D. A committee, composed of administrators and teachers with equal representation, shall determine the validity of any request to draw from the Central Sick Leave Bank if there is no agreement between the Superintendent or his/her representative and the Association President. The committee shall determine the procedure under which it shall operate. The committee's decision shall be in writing, and a copy sent to all person(s) involved.
- E. The committee shall have the authority to grant a year of grace during which no additional contributions are made to the Central Sick Leave Bank when said bank reaches a maximum of three (3) times the total number of teachers. The year of grace shall not apply to first-year teachers.
- F. The Central Sick Leave Bank committee has the authority to waive pay-back requirements under this Article.
- G. If it appears that a teacher is abusing Central Sick Leave Bank policy, the committee may direct said teacher to be examined by two (2) doctors of the committee's choosing to determine if the illness is valid.

- H. With the implementation of the long term disability plan on January 1, 2009, this article shall terminate and cease to be binding upon the board effective the end of the day on December 31, 2008. With the dissolution of the sick bank, the Superintendent and Association President will devise and implement a plan to assure the return of existing days in the banks balance to the employees. Also at the option of the Superintendent and Association President, a plan may be devised to address any outstanding loans from the sick bank and the disposition of the borrowed days.

## **Article 12 – Paid Leaves Not Deducted From Sick Leave**

A. **Personal Business Days**

1. Teachers shall earn two (2) (three days effective 2008-2009) days leave-of-absence per school year, not deducted from sick leave. Notification of days for personal leave must be made to the Superintendent at least two (2) days in advance, except in cases of unforeseen emergencies. Unused personal business days revert to sick leave at the end of the school year.
2. Teachers needing additional personal business days to take care of business that cannot be handled at any other time may request unpaid days off in writing from the Superintendent. The approval of such days is at the sole discretion of the Superintendent and if denied, the decision is not subject to the grievance procedure.

- B. **Association Days.** Association members shall be released for the purpose of attending Association meetings at no loss of pay, not to exceed a total of twenty-five (25) days per year. These days shall not be used for arbitration hearings. Release time is predicated on the availability of substitute teachers. No more than four (4) Association members may be released at the same time.

- C. **Arbitration Days.** In the event an arbitration hearing is scheduled during regular school hours, it is understood that those teachers needed at the hearing for purposes of testimony, or as a participant, shall be released from their regular duties at no loss of pay, provided the Association pays the cost of substitute teachers.

- D. **Court Related Appearances:** A teacher who is called to testify on behalf of the district in a court related proceeding, will be paid for lost work time.

- E. **Jury Duty:** A teacher who is required to report for jury duty, will be released with pay provided the teacher surrenders the jury duty pay (excluding mileage) to the district.

## **Article 13 -- Sabbatical Leave**

- A. After seven (7) years of service with the district, all fully certified teachers become eligible for up to one (1) full year of leave at one-half (½) pay or one-half (½) year of leave at full pay. The purpose of the leave must be to attend school or other self-informative programs.

- B. No more than two (2) members of the teaching staff may be on leave under this proposal at any one time.

- C. With his/her application for a sabbatical leave, the teacher shall file an outlined program for the period requested for leave. This plan shall be indicated on an attached statement and shall include details for study resulting in university credit in an approved college, university or technical school, related to the teacher's present teaching field. Also included in the plan shall be the reason why such leave would be of benefit and advantage to the district. A sabbatical leave for reasons not covered above, upon request by a teacher, may be granted when it would be in the best interest of the district.

- D. Applications must be received no later than April 1 of any year to be effective in the fall, or October 1 for starting at the beginning of the second semester. The decision as to whether or not the leave is to be granted shall be made no later than the regular Board meeting in May if the application is for the fall semester, or no later than the regular meeting in November if the application is for the winter semester.
- E. Teachers taking sabbatical leave shall agree to return to the district for a period of not less than two (2) consecutive years immediately after completion of said Leave. Violation of the agreement shall result in a return payment of the full amount paid to the teacher while on leave, including fringe benefits. Prior to going on Sabbatical Leave, the teacher shall sign a promissory note to this effect.
- F. A six (6) member committee with equal representation of teachers and administrators shall select candidates for recommendation to the Board.
- G. Upon return, the teacher will be placed on the same position on the salary schedule as he/she would have been had he/she taught in the District during such leave period.

#### **Article 14 -- Unpaid Leaves of Absence**

- A. A leave of absence, up to two (2) years, may be granted to any teacher, upon application, for the purpose of participating in exchange teaching programs in other districts, states, territories or countries; foreign or military teaching programs, Peace Corps, Teachers Corps, Job Corps, as a full-time participant in such programs; or a cultural travel or work program related to his/her professional responsibilities, provided said teacher states his/her intention to return to the district. Upon return, the teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such leave period.
- B. A leave of absence, up to two (2) years, may be granted to any teacher, upon application, for the purpose of engaging in study reasonably related to his/her responsibilities at an accredited college or university. Upon return from such leave, the teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such leave period. To be eligible to advance on the schedule, the teacher must successfully complete not less than eighteen (18) semester hours, or equivalent, each year of the leave. Exceptions will be made in advance for those who are working on their doctoral dissertation.
- C. A military leave of absence, up to four (4) years or up to the duration of a national state-of-emergency, shall be granted to any teacher who shall be inducted or initially enlist for military duty in any branch of the U.S. Armed Forces. Upon return from leave, the teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such leave period.
- D. A leave of absence, up to two (2) years, may be granted by the Board to any teacher, upon application, for personal reasons. Upon return from such leave, the teacher shall be placed on the next step of the salary schedule. Leave time shall not be counted on the salary schedule.
- E. A leave of absence, up to two (2) years, may be granted to a teacher, upon application, for the purpose of serving as an officer of the Association, its parent organization, or on its staff. A teacher returning from leave provided in this paragraph shall be placed on the next step of the salary schedule.
- F. A leave of absence, not to exceed four (4) years, shall be granted to any teacher, upon application, for the purpose of campaigning for or serving in public office. A teacher returning from leave provided in this paragraph shall be placed on the next step of the salary schedule.

- G. All unpaid leaves of absence approved for a full school year or for the remainder of a school year, will have an ending date of the last teacher work day of the year. Upon written notification by March 1<sup>st</sup> of the teacher's intent to return to work at Oscoda Area Schools, the teacher will be assigned in the following order:
1. To the teachers former position if it is occupied by a substitute from outside the bargaining unit.
  2. Second, to a vacancy for which the teacher is certified and qualified without resorting to the vacancy posting procedures set forth in Article 9.
  3. Third, in the absence of either of the foregoing, the teacher will be assigned to displace the least senior teacher for which he/she is certified and qualified, provided he/she has more seniority.

Where the leave is for the remainder of the year and begins after March 1, the teacher must declare their intent to return when making application for the leave. Where the leave expires at some time other than the last teacher work day of the year, the teacher must supply at least ninety (90) calendar days notice of their intention to return. The foregoing assignment provisions will apply.

If no written notification of intent to return is received, the district will consider the employee to have resigned from their position with Oscoda Area Schools.

### **Article 15 -- Teacher Evaluations**

- A. The following procedures will be applicable to probationary teachers' evaluations:

1. Teachers will be provided with at least an annual year-end performance evaluation each year during the teacher's probationary period. The annual year-end performance evaluation shall be based upon, but is not limited to, at least two (2) classroom observations held at least sixty (60) days apart, unless a shorter interval between the two (2) classroom observations is mutually agreed upon by the teacher and administration.

The annual year-end performance evaluation will include an assessment of the teacher's progress in meeting the goals of the teacher's individual development plan and will indicate whether the teacher is recommended for continued employment status.

2. All year-end performance evaluations will be completed and a copy given to the teacher not later than April 1 or at least ninety (90) calendar days prior to the probationary teacher's anniversary date, where applicable.

If the principal anticipates recommending non-renewal, the teacher and Association President will be notified by April 1 or 90 calendar days prior to the teacher's anniversary date, where applicable. The notice will provide time for the teacher to improve and to receive at least one (1) additional classroom observation.

3. The non-renewal of a probationary teacher is not subject to the grievance procedure.

- B. The following procedures will be applicable to tenured teacher evaluations:

1. Tenured teachers shall be evaluated at least one (1) time every three (3) years. A copy of the written evaluation will be provided to the teacher not later than ten (10) calendar days after the personal interview detailed in C (3) below and in no event later than May 15.

2. The teacher shall have the right to process a grievance through the procedure up to the Superintendent's level.
- C. The following will apply to both probationary and tenured teachers:
1. All observations and evaluations shall be conducted by the teacher's building principal, assistant principal or other full-time administrator assigned by the Superintendent. Teachers should be notified of formal observation before their observation begins, i.e., "*This is your formal evaluation*".
  2. Each observation shall be made in person for a minimum of thirty (30) consecutive minutes. All monitoring or observation of the performance of a teacher shall be conducted openly and with full knowledge of the teacher.
  3. A personal interview will be held within two (2) working days after a formal observation. Two (2) copies of the written observation report shall be submitted to the teacher within ten (10) working days after the interview, one to be signed and returned to the administrator within ten (10) working days, and the other to be retained by the teacher.
  4. A copy of the evaluation shall be furnished to the teacher. If it contains any information not previously made known to the teacher and discussed with him/her, the teacher shall have an opportunity to submit additional information to the Superintendent.

In the event the teacher feels the evaluation was incomplete or unjust, he/she may put objections in writing and have them attached to his/her evaluation report to be placed in his/her personnel file. All evaluations shall be based on acceptable standardized criteria for evaluating professional growth.

### **Article 16 -- Professional Development**

- A. The parties support the principle of continual training of teachers, participation by teachers in professional organizations in areas of their specialization, leaves for work on advance degrees or special studies, and participation in community education projects.
- B. The Board shall pay for required textbooks, fees, tuition and other college-imposed expenses except room, board or travel for any teacher who the Board asks to attend school for the benefit of the school district or school curriculum.
- C. The Board agrees to provide, upon application, when approved by the administration, the necessary funds for teachers who desire to attend select professional conferences and committee meetings of the Michigan Department of Education. Travel, meals, lodging and registration fees, as well as the cost for a substitute teacher needed to relieve the participant, shall be deemed appropriate expenses of the Board. A teacher attending such conference(s) and meeting(s) shall be granted sufficient leave time to attend without loss of compensation. Teachers will, upon request, submit a written report regarding such conferences.
- D. At the request of the Association, with the Board's approval and on the Board's initiative, arrangements shall be made for after-school courses, workshops, conferences and programs designed to improve the quality of instruction. Every effort will be made to obtain people of the highest qualifications to participate in the presentation of such programs. All teachers desiring to attend shall be allowed to do so.
- E. Whenever the Board contracts (provide books, fees, tuition) courses within the system whereby teachers can obtain credit which would be applied toward an advance degree, and the teacher elects to take such courses when conducted on school premises, these classes shall not be used to qualify for the additional ten dollars (\$10.00) credit provided under Article 21.



If the teacher, in fact, takes the same course at the university and pays his/her own expenses toward completion of the course, it may be used for the ten dollar (\$10.00) credit provided under Article 21.

- F. The Board will establish a fund equal to the amount paid for extra hours in the previous years for the purpose of payment or reimbursement to teachers for classes for professional development taken within each school year. Payment will be for tuition, fees and books only. The money will be administered by a committee consisting of equal representation of teachers and administrators.

The Association committee members shall consist of one (1) elementary and one (1) secondary teacher and one (1) OEA Executive Board member. Applications will be accepted from members of the teaching staff only and must be made prior to enrolling in the class. Each teacher member receiving a grant shall sign a promissory note to repay the grant if he/she does not complete the course. Funding guideline changes will be distributed to the teaching staff on orientation days. (See Appendix C.)

### **Article 17 -- Maintenance of Standards**

The general standards (defined as those existing conditions that are mandatory topics of bargaining under the Public Employment Relations Act that are not written in this Agreement) shall be maintained at the level in effect in the district at the time this Agreement is signed, provided such conditions shall be improved for the benefit of teachers, as required by express provisions of this Agreement. This does not imply that cutbacks in various areas, in case of lack of funds, cannot be introduced by the Board. This Article shall not restrict the Board in making assignments to the limits stated in Article 7 (Teaching Conditions), or in making necessary administrative adjustments within the established criteria throughout the school system.

### **Article 18 -- Reduction in Personnel**

- A. In the event it becomes necessary for the Board to reduce the present staff, the following procedure shall be applied in determining which teachers shall be reduced from the system.
- B. The administration shall confer with the Association to discuss the implications of said reduction.
- C. Layoffs shall be determined by the administration, and the staff shall be notified by June 1 each year. These layoffs and any layoffs resulting from circumstances not known until after June 1, shall be determined by the procedures established below.
- D. The lowest seniority teacher in the district shall be laid off, provided the remaining teachers meet the following criteria to teach whatever program is established by the Board.
1. Probationary employees will be laid off first where any teacher who has acquired tenure and whose position has been curtailed, is certified to perform the services of the probationary teacher. Probationary teachers shall be laid off according to the following:
    - a. Seniority
    - b. Certification and endorsement
  2. In the event tenured teachers must be laid off, layoff will be based on the following:
    - a. Seniority
    - b. Certification and endorsement
  3. In addition to the foregoing, teachers shall not be assigned under the provisions of this article to a position for which they are not qualified as set forth in Article 8(B).

4. Those individuals such as the Student/Family Coordinator will serve a probationary period equal in length to four (4) academic school years.
5. The district may, at its option, accept requests for voluntary unpaid leaves where such requests would prevent the layoff of a teacher identified for layoff. Such teachers will be considered as recall eligible pursuant to Section F. The determination on such requests rests exclusively with the district and is not subject to review through the grievance procedure.

Upon written notification by March 1<sup>st</sup> of the teacher's intent to return to work at Oscoda Area Schools, the teacher will be assigned:

- a. First to a vacancy for which the teacher is certified and qualified without resorting to the vacancy posting procedures set forth in Article 9.
- b. Second, in the absence of a vacancy, the teacher will be assigned to displace the least senior teacher for which he/she is certified and qualified, provided he/she has more seniority.

If no written notification of intent to return is received by March 1<sup>st</sup> the district will consider the employee to have resigned from their position with Oscoda Area Schools.

- E. Teachers claiming additional certificate endorsements, majors, and/or minors, shall submit evidence to the administration by April 1 each year.
- F. Teachers shall be recalled in accordance with the above provisions in reverse order of layoff.
  1. In the event of a layoff and subsequent recall, a contract adjustment would be determined which would involve reviewing the unemployment compensation collected so that the member's unemployment compensation and salary compensation combined would not exceed the amount the member would have earned during the school year in which they were laid off.
  2. Vacancies will not be posted under Article 9 while teachers are on layoff.
  3. Affected teachers will be sent a recall notice directing them as to the date to report, time and position to which they are being recalled. Any teacher failing to report as directed without having submitted a letter of resignation, shall be considered as a voluntary resignation and as having abandoned the position and further employment rights.
  4. Recall rights shall terminate three (3) years from the effective date of the teacher's layoff.
- G. Seniority shall be determined by the teacher's initial date of work and is based upon continuous employment in the district within the bargaining unit. Seniority will continue to accrue while on paid leaves, unpaid leaves of absence and while laid off. The initial date of work is defined as the first day the new teacher reports to work that all teachers are scheduled to work.

In the event two (2) or more teachers have the same initial date of work, seniority shall be determined by a draw conducted by the Superintendent and Association President.

Teachers who transfer to a position outside of the bargaining unit after June 30, 2008, shall have their seniority frozen for a period of four (4) calendar years from the effective date of the transfer (first day worked in the position outside of the bargaining unit). Those who transferred prior to this date will have their seniority frozen without a four (4) year limitation. In the event of a return to the bargaining unit, the employee will be assigned as follows:

1. To a vacancy without resorting to the posting procedure under Article 9.
2. If no vacancy exists, to a position held by a probationary teacher holding a position for which the former bargaining unit member is certified and qualified.

The return rights of those who transfer after June 30, 2008, will be limited during the first four (4) years to Sections 1 and 2 above, after the four (4) year period, the return rights will be limited to those rights the individual has under the tenure act (i.e. displacing the least senioreed probationary teacher holding a position for which the former bargaining unit member is certified and qualified) and making application for vacancies under Article 9. When returning to the bargaining unit after the four (4) year period, the former bargaining unit member in this instance, while tenured as a classroom teacher, will have no seniority.

- H. The place of residency shall not be valid criteria in determining layoff and recall.
- I. A seniority list shall be compiled and updated annually, and a copy shall be furnished to the Association to review for accuracy. In the event the Association member does not identify any errors or omissions within thirty (30) calendar days of receipt of the list, the list will be deemed correct until the next annual review.
- J. Prior to making a recommendation to the Board, the administration shall give the Association notice of proposed layoffs, and a meeting shall be held with the Association representatives a minimum of ten (10) days prior to Board action. Administrative recommendations for layoffs will be presented at a Board meeting. Any teacher, upon receipt of official Board notification of layoff, will have fifteen (15) teacher attendance days in which to file a grievance. Grievances on layoffs during the summer months shall be measured in Central Office working days.

### **Article 19 -- Continuity of Operations**

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties have established a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this agreement. The Association, accordingly, agrees that it will not during the period of this Agreement, directly or indirectly engage in or assist in any strike, as defined in Section 1 of the Public Employment Relations Act.
- B. The Board also agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice, as defined by Section 10 of the Public Employment Relations Act.
- C. In the event any provision of this agreement creates a condition where the district can not meet the requirements for instructional hours, instructional days or professional development time, the Superintendent and Association President will negotiate the necessary adjustments to assure compliance.

### **Article 20 -- School Calendar**

- A. The school calendar for this Agreement is set forth in Appendix A. Subsequent year calendars shall be negotiated no later than April 1 each year.
- B. The Board reserves the right to modify or expand the school calendar in reference to Act of God days only to achieve a minimum number of days and hours necessary to comply with the state's requirement to achieve full state aid. This would be done at no additional cost to the district.
- C. There shall be no deviation from or change in the school calendar except by full-faith bargaining of the Board and the Association.

## Article 21 -- Professional Compensation

- A. The basic salaries of teachers covered by this Agreement are set forth in Appendix B, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated periods.
- B. With the exception of new teachers to the Oscoda School District, whose salary schedule will be based on one hundred eighty-six (186) contracted days for their first year only, the salary schedule is based on one hundred eighty-five (185) contracted days. The teacher shall be paid an established amount for supervising extra-curricular activities of students according to the Extra-Curricular Salary Schedule in Appendix B of this Agreement.
- C. Teachers shall receive their paychecks in twenty-one (21) or twenty-six (26) equal installments paid every other Friday. When a scheduled payday falls within the days of a school vacation period, paychecks will be available on the day preceding the vacation period. If teachers wish to have summer paychecks mailed to them, they must leave an address in the payroll office for this purpose; otherwise, paychecks may be picked up in the payroll office on the designated date.
  - 1. All teachers shall be given up to three (3) years credit on the salary schedule set forth in Appendix B for previous teaching experience in any school district accredited by a recognized agency. Substitute teaching will not be recognized for the purposes of this provision.
  - 2. All teachers shall receive up to three (3) years credit for military service on the salary schedule set forth in Appendix B, provided, however, the teacher shall not receive more than three (3) years credit for any combination of military and said previous teaching experience, provided further that the above provisions shall not allow any teacher to collect back-pay benefits.
- D. For each semester hour of credit earned at an NCATE accredited college or university beyond the baccalaureate and/or masters degree, not to exceed fifteen (15) hours, whether earned prior or subsequent to employment by the Board, ten dollars (\$10.00) per hour shall be paid annually in addition to the teacher's base salary. The administration shall be notified by October 1 each year, in which case the teacher shall be paid from the start of the school year.
- E. If a teacher is working on an approved program towards a higher degree, the ten dollars (\$10.00) per hour shall be paid for thirty-five (35) semester hours. When the degree is attained, the teacher shall be placed on the appropriate salary schedule. The administration shall be notified by October 1 each year, in which case the teacher shall be paid from the start of the school year.
- F. The salary schedule is based on the regular school calendar, as set forth in Appendix A, and the normal teaching assignment as defined in this Agreement.
- G. Teachers given classroom assignments in excess of the number of assignments established in this Agreement shall be allowed a proportional increase in salary for the duration of the assignment. **For Example:** *1/6 pay increase for a six-period day; 1/5 pay increase for a five-period day, etc.*
- H. The daily schedule of a teacher shall be figured on a basis of one hundred eighty-five (185) days of employment, or proration thereof, if the teacher does not teach the full year. This shall be used as criteria for measuring additions or deductions affecting the paycheck for lost work or extra work.
- I. Teachers involved in extra-duty assignments set forth in Appendix B, attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions of this Agreement without deviation.
- J. Teachers required, in the course of their work, to drive personal automobiles on school business shall receive a car allowance based on IRS regulations. If substantial increases in fuel costs occur, the parties shall meet and review the mileage allowance.

- K. Teachers required to supervise students outside the scope of a classroom assignment will be paid at the rate of ten dollars (\$10.00) per hour, or receive equal compensation time.
- L. Commencing after completion of the required years of service in the Oscoda Area Schools, teachers shall receive the following increase to their Appendix B yearly salary.

	<b><u>2007-11 School Year</u></b>	
	<u>20 years</u>	<u>25 Years</u>
BA	\$823	\$2,197
MA	\$871	\$2,323
EdSp	\$919	\$2,449
PhD	\$936	\$2,497

In each subsequent year, the previous year's payment will be improved at the same percentage as the salary schedule in Appendix B. At the end of the fiscal year 2012, Section L will terminate and cease to be binding.

M. Mentor Teachers:

1. Such assignments are voluntary. Once assigned, the administration, the mentor and probationary teacher will meet to discuss the mentor/mentee relationship.
2. Members of the bargaining unit who are tenured and have a history of successful service to the district may apply for a mentor assignment.
3. Mentor assignments will be for the duration of the new teacher's probationary period. Should the mentor be interested in withdrawing from the assignment or the new teacher is interested in a change of mentors, the change will be instituted at the end of the year, unless otherwise approved by the administration.
4. The mentor shall assist the probationary teacher in meeting the goals and objectives of the probationary teacher's individual development plan.
5. The evaluation of the performance of probationary teachers is the obligation of the administration under the law and as such, mentors will not evaluate the performance of probationary teachers. The mentor's role shall be formative; he/she will not be required to provide any information or criticism or be requested to testify in proceedings regarding the teacher's performance without the consent of the probationary teacher.
6. Mentors will be compensated at the rate of \$250.00 per full year of mentor service, or prorated if less than a full year of service is performed. This stipend will be paid in the last payroll period in June provided the mentoring summary report form has been completed.

N. It is hereby agreed as follows with regard to the early submission of retirement letters:

1. Any teacher who submits a letter of resignation to the Office of the Superintendent by January 31 shall be eligible. In order to qualify a teacher must be retiring under the provisions of the Michigan Public Schools Employees Retirement Act.

The effective date of the resignation must be the end of the last teacher workday in the school year.

2. Participation in the plan is voluntary and revocation of the teacher's signature within the timelines specified in the Voluntary Resignation Plan and Waiver/Release of Claims Form shall not affect the teacher's future employment status.
3. A participating teacher must sign and submit a Voluntary Resignation Plan/Waiver and Release of Claims Form not later than January 31.
4. A teacher will receive a one-time payment of \$3,000 in addition to any payments owed under the provisions of the Master Agreement. Payment will be issued not later than August 31 of the year of retirement and shall be payable as a non-elective employer contribution to a 403(b) plan provided through one of the companies referred to in Article 4, Section C.
5. Employees entering the unit after March 15<sup>th</sup>, 2003 are not eligible for the \$3,000 payment.

**Article 22 -- Insurance Protection**

- A. The Board shall provide MESSA PAK for a full twelve (12) month period for the member and his/her entire family and any other eligible dependents as defined by MESSA.

If a member becomes eligible for Medicare and elects Medicare in lieu of MESSA Choices II protection, Medicare Part B premiums shall be paid on behalf of the bargaining unit member, spouse, and/or dependents.

Sponsored dependents shall not be considered eligible dependents for health insurance. Teachers may pay for such coverage through payroll deduction.

Part-time teachers will receive prorated premium contributions based upon the percentage of the teacher's schedule compared to full-time status.

Plan A for employees selecting health insurance:

Health	Choices II (w/\$5.00/\$10 drug card) and effective January 1, 2009, the \$10.00 in network office visit co-payment and \$200/\$400 in network annual deductibles will be instituted
Long Term Disability	(Effective January 1, 2009)
	66 2/3% of maximum eligible salary
	maximum monthly benefit \$5,000
	maximum monthly salary \$7,500
	90 calendar day modified fill
	no cola
	mental/nervous (same as other illnesses)
	drug/alcohol (same as other illnesses)
	5% minimum payout
	pre-existing limits waived
	family social security offset
	no survivor income
	freeze on offsets
	no educational supplement
	2 year own occupation

Dental	100x:75/60/75 \$1,500 annual max Class I & II \$1,900 life max Class III
Vision	VSP-3 (VSP 3 Gold effective January 1, 2009)
Life	\$30,000.00 term life including AD & D

The district's payment for teachers for Plan A will be 87.85% of the current and subsequent year's premium.

The teacher's payment for Plan A will be 12.15% of the current and subsequent year's premium.

The teacher's payment will be payroll deducted as a condition of this Agreement.

The district's Section 125 plan will provide a voluntary salary reduction component.

Plan B for employees not selecting health insurance:

Long Term Disability	(Effective January 1, 2009)
	66 2/3% of maximum eligible salary maximum monthly benefit \$5,000 maximum monthly salary \$7,500 90 calendar day modified fill no cola mental/nervous (same as other illnesses) drug/alcohol (same as other illnesses) 5% minimum payout pre-existing limits waived family social security offset no survivor income freeze on offsets no educational supplement 2 year own occupation

Dental	100x:75/60/75 \$1,500 annual max Class I & II \$1,900 life max Class III
Vision	VSP-3 (VSP Gold Effective January 1, 2009)
Life Insurance	\$35,000.00 term life including AD & D

In the event a member enrolls in Plan B, that enrollee will receive \$100.00 per/month in new cash under a qualified IRS Section 125 plan.

- B. Dual enrollment of the teacher or eligible dependent in the hospitalization plan within the district is prohibited. The choice of which plan to enroll in within the district rests with the teacher. If a teacher or eligible dependent is enrolled under another hospitalization plan within the district, the enrollment under this Article is restricted to Plan B.
- C. In the event of a resignation by a bargaining unit member, the benefits in this article shall terminate on the first day of the month following the letter of resignation.

## **Article 23 -- Special and Student Teaching Assignments**

- A. Assignments for adult education, driver education and summer school programs will be made by the Board on the basis of preference to tenured teachers who possess permanent teaching certificates and are regularly employed in the district during the normal school year. No teacher shall be required, without voluntary consent, to work a split shift or teach less than three (3) hours in any summer school program.
- B. The Board agrees at all times to maintain an adequate list of substitute teachers.
- C. Teachers shall be informed of a telephone number or web site they shall contact by to report unavailability for work. Failure to call or report unavailability before one (1) hour prior to the opening of school for the student day shall result in loss of pay for the teacher for the day.

Teachers shall be excused from compliance with this clause if they can show that because of emergency circumstances, they were not in a position to reach a phone during the time limit, but that they called as soon as they were able to reach a phone.

## **Article 24 -- Employer Support of Student Discipline and Teacher Protection**

- A.
  - 1. Since the teacher's authority and effectiveness in the classroom are undermined when students discover insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give respect to the maintenance of control and discipline in the classroom by the teacher. If a teacher feels there is not sufficient administrative support with a particular student, the teacher may take the individual case to the Building Discipline Committee (paragraph 2) for discussion with the principal and the committee. Areas to be discussed are:
    - a. The extent discipline policies are being carried out by the teacher and principal.
    - b. The assistance provided by the principal.
    - c. The teacher's need for additional support.
  - 2. In addition, committees will remain established at the building and district level to maintain procedures and policies for discipline. The committees will be composed of members from each building's staff and administration, as well as from Central Office.
- B. Teachers may use such reasonable physical force as may be necessary for the following purposes, but shall not be obligated to risk their own safety to perform such function. The parties agree that use of physical force, as listed below, does not constitute corporal punishment:
  - 1. To protect him/her self, students, or others from physical injury.
  - 2. To obtain possession of a weapon or other dangerous object upon, or within the control of a student.
  - 3. To protect property from physical damage.
- C. A teacher may request permanent exclusion of a student, but in such cases, the teacher will furnish the principal, as promptly as his/her teaching obligation will allow, full particulars of the incident in writing.
  - 1. The teacher and school authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his/her parents when warranted. Suspension of students from school may be imposed only by the principal, or his/her designated representative.



2. Transfer of the student to another teacher, or other measures short of suspension, will first be exhausted. When a teacher has one or more students in class who constitute serious behavioral problems, appropriate recognition shall be given by way of reduced class size, greater or more frequent relief periods, or additional compensation.
- D. Any case of assault upon a teacher, or damage to personal 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 obligation with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
  - E. If any teacher is complained against, or sued as a result of any action taken by the teacher while in pursuit of his/her employment, the Board will provide legal counsel and render all necessary assistance to the teacher in his/her defense, unless proven guilty in a court of competent jurisdiction, in which case the teacher loses his/her salary and pays his/her own expenses.
  - F. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher unless proven guilty in a court of competent jurisdiction, in which case the teacher loses his/her salary and pays his/her own expenses.
  - G. No action shall be taken on any complaints by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file, unless such matter is promptly reported, in writing, to the teacher concerned. If any question of breach of professional ethics is involved, the Association shall be notified.
  - H. Personal property of the teacher that is brought in for student use shall be registered and approved in writing by the Superintendent or his/her designee. Damage or theft of registered and approved property shall be reimbursed by the Board.

### **Article 25 -- Curriculum Council**

The Curriculum Council, as identified in current Board Policy, shall function during the duration of this Agreement. They shall assist in selection and implementation of curriculum goals and educational material, as defined in Board Policy 2210.

### **Article 26 -- Professional Grievance Procedure**

- A. A claim by a teacher, or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement shall be subject to the grievance procedure.
- B. In the event that a teacher believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with his/her building principal, either personally or accompanied by his/her Association representative.
- C. If, as a result of the informal discussion with the building principal, a grievance shall exist, the grievant may invoke the grievance procedure on the form set forth in Appendix D. Filed grievances shall be signed by the grievant and a representative of the Association. Grievance forms shall be furnished by the Board and are available from the Association representatives in each building.

The grievance shall be written and filed within fifteen (15) days of its occurrence, or it shall be delivered to the principal. If the grievance involves more than one (1) school building, it may be filed with the Superintendent or his/her designee.

- D. Within three (3) days of the receipt of the grievance, the principal or Superintendent shall meet with the Association Representative(s) in an effort to resolve the grievance. The principal or Superintendent shall indicate his/her disposition of the grievance in writing within three (3) days of such meeting and furnish copies thereof to the Association.
- E. If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made, the grievance shall be transmitted to the Superintendent within ten (10) days of the initial filing. Within five (5) days, the Superintendent or his/her designee shall meet with the Association representative on the grievance and indicate his/her disposition of the grievance in writing within three (3) days of such meeting and furnish a copy thereof to the Association.
- F. The appeal of any grievance to the Board level is restricted to those grievances that are subject to being heard in executive session under the Open Meetings Act where the grievant specifically requests in writing that the grievance be heard in Executive Session.

If the grievant is not satisfied with the disposition of the grievance by the Superintendent or his/her designee, or if no disposition has been made within the time allowed, the grievance shall be transmitted to the Board within thirteen (13) days from the date initially delivered to the Superintendent by filing a written copy thereof with the Secretary, or other designee of the Board. The Board, no later than its next regular meeting, or two (2) calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall deem appropriate.

Disposition of the grievance, in writing by the Board, shall be made no later than seven (7) days thereafter. A copy of such disposition shall be furnished to the Association.

- G. If the Association is not satisfied with the disposition of the grievance by the Superintendent or the Board where applicable, or if no disposition has been made within the period provided above, the grievance may be submitted to arbitration before an impartial arbitrator. The grievance shall be carried forward by the Association within forty-five (45) days from the date it was initially delivered to the Superintendent or Board where applicable, or the grievance shall be waived.

If the parties cannot agree as to the arbitrator, the American Arbitration Association shall select the arbitrator in accord with its rules which shall, likewise, govern the arbitration proceeding. The Board and Association shall not be permitted in such proceeding to assert any ground or rely on any evidence not previously disclosed to the other party.

- H. The arbitrator is to determine disputed interpretations of terms found in this Agreement, or determine disputed facts upon which the terms of the Agreement depend. The arbitrator shall not have authority, nor shall it be his/her duty, to decide any issue not submitted to him/her. The arbitrator shall not give any decision, which in practical or actual effect, modifies, revises, detracts from, or adds to any of the language of this agreement. Past practice of the parties can be used as relevant evidence if it bears on an interpretation of the actual terms of the Agreement. The arbitrator shall not base any decision on his/her opinion that is fair or not fair, unless it is based on actual language in this 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.
- I. Fees and expenses of the arbitrator shall be paid in full by the losing party of each arbitration case.
- J. At no time shall students become involved in the grievance procedure, unless accompanied by their parents.
- K. 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 and the strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term, or as soon thereafter as possible.

- L. If a teacher has a personal complaint which he/she desires to discuss with a supervisor, he/she is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for the Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement.
- M. All time limits shall be measured in teacher attendance days, except summer layoffs (refer to Article 18, Paragraph J).

### **Article 27 -- Contract Amendments**

- A. If either party wishes to propose an amendment to this Agreement, such changes may be presented in writing at least three (3) working days before the review meeting. At the meeting, the petitioning party may present his/her reasoning for requesting the amendment. After discussion of the change, the petitioned party may accept or reject the proposed amendment, and the decision at this time shall be final unless reopened at a subsequent meeting by the petitioned party. Either party may stop discussion at will, without recourse on the part of the other party. Any amendments are subject to the parties ratification procedures.
- B. Memorandums of understanding, letters of intent, letters of agreement and similar documents that clarify the intent of any existing provision, need only be signed by the Superintendent and the Association President or his/her designee.

### **Article 28 -- Negotiation Procedure**

- A. At least ninety (90) days prior to the expiration of this Agreement, the parties will begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of members in the bargaining unit employed by the Board.
- B. There shall be two (2) signed copies of any final agreement. One (1) shall be retained by the Board and one (1) by the Association.
- C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission, or take any other lawful measures it may deem appropriate.
- D. Representatives of the Board and Association's bargaining committee will meet on a mutually agreed day of each month for the purpose of reviewing the administration of the contract and resolving problems that may arise. The administration will make every effort to keep the Association informed, by using monthly meetings to discuss anticipated revision of educational, construction, or fiscal programs.
- E. Master agreements not larger than five inches by nine inches (5" × 9") shall be printed and a copy provided to each teacher at the beginning of the school year.

### **Article 29 -- Emergency School Closing**

When the decision to suspend bus service to students throughout the district is made by the Superintendent, or his/her designee, all schools within the district shall be closed.

- 1. Teachers shall not be regularly required to report when schools are closed. An emergency call system will be in place in each building.

2. When the district must make-up days, as required by the State Board of Education and legislature, the district will pay those teachers who travel to school for one-half (½) day's additional salary if those teachers were not notified early enough through the call system. This does not apply when all employees receive a full day's pay for days which are not required to be made-up.
3. The parties agree that in interpreting this Article, there would be no dispute if the Superintendent or his/her representative(s) closed Glennie Elementary because of weather or bad conditions, but required the remaining schools to stay in session.

### **Article 30 -- Miscellaneous Provisions**

- A. This Agreement shall constitute the full and complete agreement between the parties, and each agrees that the other shall not be required to negotiate during the life of this Agreement, except pursuant to the terms of Article 27.
- B. The parties agree that all negotiable items have been discussed during negotiations leading to this Agreement and, therefore, agree that negotiations will not be reopened on any item, whether or not contained herein, or whether or not discussed at any time during negotiations during the life of this Agreement.
- C. Any individual contract between the Board and an individual teacher, heretofore executed, shall be subjected to and consistent with the terms and conditions of this Agreement. If an individual's contract contains any language inconsistent with this agreement during its duration, this Agreement shall be controlling.
- D. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.
- E. If any provisions of this Agreement, or any application of the 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 application shall continue in full force.
- F. The parties mutually agree that if the Board deems necessary, at any time during the term of this Agreement, to implement a twelve (12) month school system, or a major change in class schedule such as split classes, either party may then reopen the Agreement for the purpose of negotiating any area affected by the Board's decision.
- G. Employees participating in school improvement activities and planning, will be compensated as follows:
  - a. Released time for meetings or training held during the employee's regular day.
  - b. Schedule B Extra-Curricular rate for meetings outside of the regular workday. Examples include, but are not limited to the following: Weekends and/or evening SIP/ SIT activities, summer training sessions, and other curriculum activities required by the SIP/SIT. (This does not apply to regularly-scheduled meetings.)

School improvement in general refers to the processes and procedures set forth in Section 1277 of the Michigan School Code which includes the opportunity for involvement by teachers and others in the development, review and evaluation of the district's school improvement plan.

In the event the legislature amends or repeals Section 1277, the district will provide written notice to the Association President.

School improvement plans must be consistent with the master agreement, board policy, district rules and regulations, statutes and the district's mission statement. Requests for deviations from the master agreement are to be directed in writing to the Superintendent and Association President.

### **Article 31 -- Shared-Time Teaching**

Any teacher interested in shared-time teaching must notify the Superintendent's Office in writing by the end of March. Such requests will be reviewed on a case-by-case basis. In the event the Superintendent intends to authorize the shared-time teaching assignment and any conditions associated with the intended assignment conflict with the terms and conditions of this Agreement, the assignment will not be implemented absent the Superintendent and Association President entering into a letter of agreement covering the applicable terms and conditions of the assignment.

### **Article 32 -- Early Retirement Incentive Plan**

#### **A. Eligibility for the plan:**

1. By March 15 of each year, the Board shall determine the number of teachers, if any, who shall be approved for the Early Retirement Incentive Plan. That decision is not subject to the grievance procedure. The number of early retirement incentive positions allocated shall be subject to the finances of the district.
2. The teacher must have a record of not less than twenty-five (25) years in teaching or administration responsibilities in education and must be on the final step of the appropriate salary schedule prior to requesting early retirement, or be eligible for the benefits described in this program.
3. All retirements shall take place as of June 30 of the school year in which the employee qualifies/applies for retirement.
4. Teachers wishing to participate in the program must submit written notice of intent to retire to the Superintendent no later than March 1 of the calendar year in which they wish to retire. With that notice, he/she must include dates on which he/she wants to receive the incentive payment and whether it should be in one (1) payment, or spread throughout the year. Payment will be made no later than June 15 of the year following retirement. Teachers meeting all of the above criteria will be awarded early retirement incentive positions based on district seniority.
5. A participating teacher must sign and submit a voluntary resignation plan/waiver and release of claims form.

#### **B. Rights**

1. Once a teacher is receiving benefits through the Early Retirement Incentive Plan, no subsequent disability will affect said benefits.
2. Once a teacher retires under the Early Retirement Incentive Plan, no subsequent negotiations may withdraw or reduce said benefits.

#### **C. General Provisions:**

Payment will be issued as a non-elective employer contribution to a 403(b) plan approved through one of the companies referred to in Article 4(C).

Any teacher who elects early retirement shall receive the following sums as benefits, determined by years of service as of June 10 of the school year in which the employee qualifies for retirement:

<u>Years of Service</u>	<u>Amount</u>
33 or fewer	\$ 11,000
34	10,000
35	9,000
36	8,000
37	7,000
38	6,000
39	5,000
40 or more	4,000

**Article 33 -- Duration of Contract**

**THIS AGREEMENT** shall be effective upon ratification by both parties, and shall continue in effect until the 30th day of June, 2011.

Articles 21(L) and the extra curricular salary schedules in Appendix B will not be increased for the 2007-2008 to 2010-2011 contract years.

**THIS AGREEMENT** shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

**Oscoda Education Association**

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**Oscoda Board of Education**

\_\_\_\_\_  
Neal E. Sweet, President

\_\_\_\_\_  
Craig A. Peters, Vice-President

\_\_\_\_\_  
Sherry L. Clouse, Treasurer

\_\_\_\_\_  
Anne Holley, Secretary

\_\_\_\_\_  
Elizabeth A. Hayman, Trustee

\_\_\_\_\_  
Mark A. Parent, Trustee

\_\_\_\_\_  
Mark S. Poland, Trustee

Oscoda Area Schools  
3550 River Road  
Oscoda, Michigan 48750

MENTORING SUMMARY REPORT

Mentor: \_\_\_\_\_  
Teacher: \_\_\_\_\_

\*\*\*\*\*

Monthly Meetings

September \_\_\_\_\_ December \_\_\_\_\_ March \_\_\_\_\_  
October \_\_\_\_\_ January \_\_\_\_\_ April \_\_\_\_\_  
November \_\_\_\_\_ February \_\_\_\_\_ May \_\_\_\_\_  
June \_\_\_\_\_

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Teacher/Mentor/Principal Consultation (if needed)

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

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

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

\*\*\*\*\*

First Semester Observation by mentor: (if requested by probationary teacher)

\_\_\_\_\_  
(Class Name) Date

Second Semester Observation by mentor: (if requested by probationary teacher)

\_\_\_\_\_  
(Class Name) Date

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Mentor/Teacher Activities

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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Submitted by:

Date: \_\_\_\_\_  
\_\_\_\_\_  
(Mentor Signature)

Date: \_\_\_\_\_  
\_\_\_\_\_  
(Teacher Signature)

Date: \_\_\_\_\_  
\_\_\_\_\_  
(Principal Signature)

## Appendix A 2007-08 School Year Calendar

Wednesday, August 29, 2007	Professional Development Day for Teachers (not AYP)
Thursday, August 30, 2007	Professional Development Day for Teachers (AYP)
Friday, August 31 through Monday, September 3, 2007	NO SCHOOL – Labor Day Weekend
Tuesday, September 4, 2007	First Day of School for Students
Wednesday, September 26, 2007	Full Day of School for Students, Evening Parent-Teacher Conferences
Thursday, September 27, 2007	Full Day of School for Students, Evening Parent-Teacher Conferences
Friday, September 28, 2007	NO SCHOOL for Students High School Staff – Full Day of Professional Development (AYP) REMS, Cedar Lake, Glennie Staff –Parent-Teacher Conferences/ Professional Development (AYP)
Monday, October 29, 2007	NO SCHOOL for Students – Full Day Professional Development (AYP)
Thursday, November 15, 2007	NO SCHOOL for Students & Staff – Hunter’s Safety Day
Friday, November 16, 2007	NO SCHOOL for Students & Staff
Thursday, November 22, 2007	NO SCHOOL for Students & Staff – Thanksgiving Day
Friday, November 23, 2007	NO SCHOOL for Students & Staff – Thanksgiving Holiday
Friday, November 30, 2007	NO SCHOOL for Students Staff – Morning Professional Development (AYP) – Afternoon Records Day
Saturday, December 22, 2007	First Day of Winter Break
Monday, January 7, 2008	Classes Resume After Winter Break
Monday, January 21, 2008	NO SCHOOL for Students High School Staff – Parent-Teacher Conferences REMS, Cedar Lake, Glennie Staff –Professional Development (AYP)
Monday, February 18, 2008	NO SCHOOL for Students & Staff
Friday, March 7, 2008	NO SCHOOL for Students Staff – Morning Professional Development (AYP) – Afternoon Records Day
Friday, March 21, 2008	NO SCHOOL for Students & Staff – Good Friday
Monday, March 24, 2008	NO SCHOOL for Student & Staff – Easter Monday
Saturday, March 29, 2008	First Day of Spring Break
Monday, April 7, 2008	Classes Resume After Spring Break
Wednesday, April 16, 2008	½ Day with Students (a.m.) – ½ Day Parent-Teacher Conferences (p.m.)
Thursday, April 17, 2008	½ Day with Students (a.m.) – ½ Day Parent-Teacher Conferences (p.m.)
Friday, April 18, 2008	NO SCHOOL for Students High School Staff – Full Day of Professional Development (AYP) REMS, Cedar Lake, Glennie Staff –Parent-Teacher Conferences/ Professional Development (AYP)
Monday, May 26, 2008	NO SCHOOL for Students & Staff – Memorial Day
Thursday, June 12, 2008	Last Day for Students (Full Day)
Friday, June 13, 2008	Last Day of School for Staff – Morning Professional Development (not AYP) Afternoon Records Day



## Appendix A

### 2008-09 School Year Calendar

Monday, August 25, 2008	All First Year Teachers Report, 8:00-3:15
Tuesday, August 26, 2008	Professional Development for Teachers, 8:00-3:15
Wednesday, August 27, 2008	Professional Development for Teachers, 8:00-3:15 – Open House PM
Thursday, August 28, 2008	Professional Development Day for Teachers, 8:00-3:15
Friday, August 29 through Monday, September 1, 2008	NO SCHOOL – Labor Day Weekend
Tuesday, September 2, 2008	First Day of School for Students
Wednesday, September 24, 2008	Two (2) Hour Early Release – Parent-Teacher Conferences
Thursday, September 25, 2008	Two (2) Hour Early Release – Parent-Teacher Conferences
Friday, September 26, 2008	Two (2) Hour Early Release – Parent-Teacher Conferences
Friday, November 21, 2008	Two (2) Hour Early Release – Records
Thursday, November 27, 2008	NO SCHOOL for Students & Staff– Thanksgiving Day
Friday, November 28, 2008	NO SCHOOL for Students & Staff – Thanksgiving Holiday
Saturday, December 20, 2008	First Day of Winter Break
Monday, January 5, 2009	Classes Resume After Winter Break
Wednesday, January 14, 2009	Two (2) Hour Early Release – Parent-Teacher Conferences
Thursday, January 15, 2009	Two (2) Hour Early Release – Parent-Teacher Conferences
Friday, January 16, 2009	Two (2) Hour Early Release – Parent-Teacher Conferences
Friday, February 13, 2009	NO SCHOOL for Students – Professional Development for Teachers, 8:00-3:15
Monday, February 16, 2009	NO SCHOOL for Students & Teachers
Friday, March 6, 2009	Two (2) Hour Early Release – Records
Friday, March 20, 2008	NO SCHOOL for Students – Professional Development for Teachers, 8:00-3:15
Wednesday, April 1, 2009	Two (2) Hour Early Release – Parent-Teacher Conferences
Thursday, April 2, 2009	Two (2) Hour Early Release – Parent-Teacher Conferences
Friday, April 3, 2009	Two (2) Hour Early Release – Parent-Teacher Conferences
Saturday, April 4, 2009	First Day of Spring Break
Tuesday, April 14, 2009	Classes Resume After Spring Break
Monday, May 25, 2009	NO SCHOOL for Students & Teachers – Memorial Day
Tuesday, June 9, 2009	Two (2) Hour Early Release – End of the Year Wrap-Up
Wednesday, June 10, 2009	Last Day of School for Students – 2 Hour Early Release – Records

**Appendix A**  
**2009-10 School Year Calendar**

The calendars for 2009-2010 and 2010-2011 will be developed for ratification by the Superintendent and Association President. The calendars will contain 180 student days and 185 teacher work days.

**Appendix A**  
**2010-11 School Year Calendar**

The calendars for 2009-2010 and 2010-2011 will be developed for ratification by the Superintendent and Association President. The calendars will contain 180 student days and 185 teacher work days.

**Appendix B**  
**Oscoda Salary Schedule**  
**2007-08**

Steps	BA	MA	EdSp	PhD
1	\$32,401	\$34,544	\$36,462	\$37,939
1.5	\$35,706	\$38,036	\$40,155	\$41,711
2	\$36,624	\$38,990	\$41,155	\$42,691
2.5	\$37,537	\$39,938	\$42,161	\$43,668
3	\$38,451	\$40,890	\$43,164	\$44,643
3.5	\$39,368	\$41,843	\$44,166	\$45,621
4	\$40,285	\$42,795	\$45,169	\$46,597
4.5	\$41,199	\$43,745	\$46,175	\$47,574
5	\$42,115	\$44,696	\$47,176	\$48,553
5.5	\$43,032	\$45,648	\$48,103	\$49,529
6	\$43,946	\$46,599	\$49,186	\$50,506
6.5	\$44,862	\$47,551	\$50,190	\$51,483
7	\$45,779	\$48,503	\$51,191	\$52,460
7.5	\$46,694	\$49,452	\$52,195	\$53,437
8	\$49,011	\$51,886	\$54,765	\$56,012
8.5	\$49,953	\$52,863	\$55,798	\$57,019
9	\$50,893	\$53,842	\$56,830	\$58,026
9.5	\$51,839	\$54,822	\$57,862	\$59,030
10	\$52,780	\$55,802	\$58,897	\$60,038
13	\$54,363	\$57,477	\$60,664	\$61,838
17	\$54,892	\$58,034	\$61,251	\$62,440

The Appendix B salary schedule shall be improved by 1.22% on schedule for the 2008-09 School Year, .5% on schedule for the 2009-2010 School Year, and .5% on schedule for the 2010-2011 School Year.

The Board will create, implement and/or amend merit incentive programs for the 2008-2009, 2009-2010 and 2010-2011 contract years addressing academic improvement and employee attendance with off schedule payments being made from a total available fund of at least \$25,000 per year. The board reserves the right to determine whether this provision will continue after the expiration of the Agreement in 2011.

**Appendix B**  
**Oscoda Salary Schedule**  
**2008-2009**

Steps	BA	MA	EdSp	PhD
1	\$32,796	\$34,965	\$36,907	\$38,402
1.5	\$36,142	\$38,500	\$40,645	\$42,220
2	\$37,071	\$39,466	\$41,657	\$43,212
2.5	\$37,995	\$40,425	\$42,675	\$44,201
3	\$38,920	\$41,389	\$43,691	\$45,188
3.5	\$39,848	\$42,353	\$44,705	\$46,178
4	\$40,776	\$43,317	\$45,720	\$47,165
4.5	\$41,702	\$44,279	\$46,738	\$48,154
5	\$42,629	\$45,241	\$47,752	\$49,145
5.5	\$43,557	\$46,205	\$48,690	\$50,133
6	\$44,482	\$47,168	\$49,786	\$51,122
6.5	\$45,409	\$48,131	\$50,802	\$52,111
7	\$46,338	\$49,095	\$51,816	\$53,100
7.5	\$47,264	\$50,055	\$52,832	\$54,089
8	\$49,609	\$52,519	\$55,433	\$56,695
8.5	\$50,562	\$53,508	\$56,479	\$57,715
9	\$51,514	\$54,499	\$57,523	\$58,734
9.5	\$52,471	\$55,491	\$58,568	\$59,750
10	\$53,424	\$56,483	\$59,616	\$60,770
13	\$55,026	\$58,178	\$61,404	\$62,592
17	\$55,562	\$58,742	\$61,998	\$63,202

The Appendix B salary schedule shall be improved by 1.22% on schedule for the 2008-09 School Year, .5% on schedule for the 2009-2010 School Year, and .5% on schedule for the 2010-2011 School Year.

The Board will create, implement and/or amend merit incentive programs for the 2008-2009, 2009-2010 and 2010-2011 contract years addressing academic improvement and employee attendance with off schedule payments being made from a total available fund of at least \$25,000 per year. The board reserves the right to determine whether this provision will continue after the expiration of the Agreement in 2011.

**Appendix B**  
**Oscoda Salary Schedule**  
**2009-2010**

Steps	BA	MA	EdSp	PhD
1	\$32,960	\$35,140	\$37,091	\$38,594
1.5	\$36,322	\$38,693	\$40,848	\$42,431
2	\$37,256	\$39,663	\$41,865	\$43,428
2.5	\$38,185	\$40,627	\$42,889	\$44,422
3	\$39,115	\$41,596	\$43,909	\$45,414
3.5	\$40,048	\$42,565	\$44,928	\$46,408
4	\$40,980	\$43,534	\$45,949	\$47,401
4.5	\$41,910	\$44,500	\$46,972	\$48,395
5	\$42,842	\$45,467	\$47,990	\$49,391
5.5	\$43,775	\$46,436	\$48,933	\$50,384
6	\$44,705	\$47,403	\$50,035	\$51,378
6.5	\$45,636	\$48,372	\$51,056	\$52,372
7	\$46,569	\$49,340	\$52,075	\$53,366
7.5	\$47,500	\$50,306	\$53,096	\$54,359
8	\$49,857	\$52,782	\$55,710	\$56,979
8.5	\$50,815	\$53,775	\$56,761	\$58,003
9	\$51,771	\$54,771	\$57,811	\$59,028
9.5	\$52,734	\$55,768	\$58,861	\$60,049
10	\$53,691	\$56,765	\$59,914	\$61,074
13	\$55,301	\$58,469	\$61,711	\$62,905
17	\$55,839	\$59,036	\$62,308	\$63,518

The Appendix B salary schedule shall be improved by 1.22% on schedule for the 2008-09 School Year, .5% on schedule for the 2009-2010 School Year, and .5% on schedule for the 2010-2011 School Year.

The Board will create, implement and/or amend merit incentive programs for the 2008-2009, 2009-2010 and 2010-2011 contract years addressing academic improvement and employee attendance with off schedule payments being made from a total available fund of at least \$25,000 per year. The board reserves the right to determine whether this provision will continue after the expiration of the Agreement in 2011.

**Appendix B**  
**Oscoda Salary Schedule**  
**2010-2011**

Steps	BA	MA EdSp		PhD
1	\$33,125	\$35,316	\$37,277	\$38,787
1.5	\$36,504	\$38,886	\$41,052	\$42,643
2	\$37,442	\$39,861	\$42,075	\$43,645
2.5	\$38,376	\$40,831	\$43,103	\$44,644
3	\$39,310	\$41,804	\$44,129	\$45,641
3.5	\$40,248	\$42,778	\$45,153	\$46,641
4	\$41,185	\$43,751	\$46,178	\$47,638
4.5	\$42,120	\$44,723	\$47,207	\$48,637
5	\$43,056	\$45,695	\$48,230	\$49,638
5.5	\$43,994	\$46,668	\$49,178	\$50,636
6	\$44,928	\$47,640	\$50,285	\$51,635
6.5	\$45,865	\$48,614	\$51,312	\$52,634
7	\$46,802	\$49,587	\$52,335	\$53,632
7.5	\$47,737	\$50,557	\$53,361	\$54,631
8	\$50,106	\$53,046	\$55,989	\$57,264
8.5	\$51,069	\$54,044	\$57,045	\$58,293
9	\$52,030	\$55,045	\$58,100	\$59,323
9.5	\$52,997	\$56,047	\$59,155	\$60,349
10	\$53,959	\$57,049	\$60,213	\$61,380
13	\$55,578	\$58,761	\$62,020	\$63,220
17	\$56,119	\$59,331	\$62,620	\$63,835

The Appendix B salary schedule shall be improved by 1.22% on schedule for the 2008-09 School Year, .5% on schedule for the 2009-2010 School Year, and .5% on schedule for the 2010-2011 School Year.

The Board will create, implement and/or amend merit incentive programs for the 2008-2009, 2009-2010 and 2010-2011 contract years addressing academic improvement and employee attendance with off schedule payments being made from a total available fund of at least \$25,000 per year. The board reserves the right to determine whether this provision will continue after the expiration of the Agreement in 2011.

## Extra-Curricular Salary Schedule

**Section I:** Steps are to be commensurate with coaching experience.

Athletic Director	1	\$2,523
<b>HEAD</b>	2	3,216
Football	3	3,704
Boys' Basketball	4	4,190
Girls' Basketball	5	4,395
Wrestling	6	4,605
Boys' Swimming	7	4,814
Girls' Swimming		
Volleyball		

**Section II:** Steps are to be commensurate with coaching experience.

<b>HEAD</b>		
Baseball	1	\$2,160
Boys' Track	2	2,306
Girls' Track	3	2,653
Competitive Cheer	4	3,001
Cross Country	5	3,150
Girls' Softball	6	3,301
Golf	7	3,448
Boys' Tennis		
Girls' Tennis		
Boys' Soccer		
Girls' Soccer		
Strength/Conditioning Coach (Fall, Winter, Spring, Summer)		
JH/SH Choir Director		
HS Band		

**Section III:** Steps are to be commensurate with coaching experience.

<b>HEAD</b>		
JV Football	1	\$1,847
JV Boys' Basketball	2	1,973
JV Girls' Basketball	3	2,270
JV Girls' Volleyball	4	2,571
Frosh Volleyball	5	2,695
Frosh Football	6	2,823
Frosh Boys' Basketball	7	2,952
Frosh Girls' Basketball		
JV Girls' Softball		
JV Boys' Baseball		
Debate		
Yearbook		

<b>ASSISTANT</b>		
Varsity Football (2)		
Boys' Swimming		
Girls' Swimming		
Wrestling		
Frosh Football		
JV Football		
Boys' Track		
Girls Track		



**Section IV:** Steps are to be commensurate with coaching experience.

	1	\$1,627
JH Boys' Basketball (7 <sup>th</sup> )	2	1,736
JH Boys' Basketball (8 <sup>th</sup> )	3	1,999
JH Girls' Basketball (7 <sup>th</sup> )	4	2,267
JH Girls' Basketball (8 <sup>th</sup> )	5	2,374
	6	2,486
	7	2,600

**Section V:** Steps are to be commensurate with coaching experience.

HS Cheerleading	1	\$ 815
Fall Varsity	2	870
JV	3	1,000
Frosh	4	1,132
Winter Varsity	5	1,185
JV	6	1,243
Frosh	7	1,300

JH Cheerleading  
    Fall  
    Winter

Forensics	Science Olympiad
HS Play Director	Senior Class Advisor
Junior Class Advisor	Student Council Advisor
JH Play Director	Math Competition
Keyettes	National Honor Society
Knowledge Bowl	National Junior High Society
Odyssey of the Mind	

**Miscellaneous**

HS Band Camp . . . . .Contract Extension

Driver Ed	\$19.95/hr
SIT/Curriculum Council	\$19.95/hr

## **Appendix C**

### **Professional Development Procedures**

1. Application for money must be made prior to taking a class.
2. Application must be approved by the Professional Development Committee.
3. Approved applicants will be reimbursed upon successful completion of the course. An official grade report must be submitted to Central Office for payment.

#### **Committee Guidelines**

1. Twenty thousand dollars (\$20,000.00) will be available and divided equally among the three (3) application periods. Applications will be reviewed by the Committee within two (2) weeks after each application deadline.

Application periods:

July 1 - October 31  
November 1 - February 28  
March 1 - June 30

2. Preference will be given to new applicants in each of the three (3) application periods for each fiscal year.
3. You may apply for as many credits as you wish, but only a maximum of six (6) hours during a single application period will be approved for payment. Monies will be distributed proportionately to the number of credit hours requested (to a maximum of one hundred dollars [\$100] per credit).
4. Approved applicants must be full-time teaching employees at the time the class will be taken. Shared-time teachers will be considered as one (1).
5. Any monies remaining at the end of the fiscal year will be used to reimburse applicants whose requested credits exceeded six (6), or who did not receive the maximum of one hundred dollars (\$100.00) per credit.

# Appendix D

## Grievance Report Form

Grievance Number: \_\_\_\_\_

Distribution of Form:

1. Superintendent
2. Principal
3. Association
4. Teacher

Building: \_\_\_\_\_ Assignment: \_\_\_\_\_

Name of Grievant: \_\_\_\_\_ Date Filed: \_\_\_\_\_

### **STEP I**

A. Date Cause of Grievance Occurred: \_\_\_\_\_

B. Statement of Grievance: \_\_\_\_\_  
\_\_\_\_\_

Relief Sought: \_\_\_\_\_  
\_\_\_\_\_

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

C. Disposition of Principal: \_\_\_\_\_  
\_\_\_\_\_

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

D. Position of Grievant and/or Association: \_\_\_\_\_  
\_\_\_\_\_

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

### **STEP II**

A. Date received by Superintendent or Designee: \_\_\_\_\_

A. Disposition of Superintendent or Designee: \_\_\_\_\_  
\_\_\_\_\_

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

B. Position of Grievant and/or Association: \_\_\_\_\_  
\_\_\_\_\_

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

### **STEP III**

A. Date Received by Board of Education or Designee: \_\_\_\_\_

B. Disposition of the Board: \_\_\_\_\_  
\_\_\_\_\_

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

C. Position of Grievant and/or Association: \_\_\_\_\_  
\_\_\_\_\_

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

STEP IV

A. Date submitted to Arbitration: \_\_\_\_\_

B. Disposition and Award of Arbitrator: \_\_\_\_\_  
\_\_\_\_\_

Signature of Arbitrator: \_\_\_\_\_

Date of Arbitrator's Decision: \_\_\_\_\_

Note: All provisions of Article 26 of the agreement dated October 22nd, 1997 will be strictly observed in the settlement of grievances.

**LETTER OF AGREEMENT  
BETWEEN THE  
OSCODA AREA SCHOOLS BOARD OF EDUCATION  
AND THE  
OSCODA EDUCATION ASSOCIATION/MEA**

In conjunction with the 2007-2008 to 2010-2011 tentative agreement, the parties agree as follows.

In recognition of that 25 of 34 areas of the MEAP, MME and ACT testing in 2007-2008 showed improvement, each bargaining unit member who was actively employed during the 2007-2008 fiscal year who remains employed on the date of ratification of the tentative agreement by the parties, will receive a one-time off schedule payment of \$250.

The payment will be issued within thirty (30) calendar days of ratification. This agreement expires after payment of the above amounts to the above referenced bargaining unit members.

\_\_\_\_\_  
For the Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Date