

**OEA Print Ready Draft 1
August 13, 2011**

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 dura-

tion 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. 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.
- J. The Board shall make available in each school a lunchroom, restroom and lavatory facilities, exclusively for teacher use.
- K. 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.
- L. Adequate off-street, paved parking facilities shall be provided and properly maintained and identified exclusively for teacher use whenever possible.
- M. Teachers shall not be required to work under unsafe or hazardous conditions, or perform tasks which endanger their safety, health or well-being.
- N. 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.
- O. 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.
- P. 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.

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.

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. The normal teacher work day shall be seven (7) hours and thirty (30) minutes. Up to three (3) days per week, the principal may require up to an additional thirty (30) minutes.

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 full work day when students are in attendance will include an unassigned preparation period of fifty-five (55) minutes.

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 alternative (i.e. block, trimester, etc.) 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.

- C. All teachers shall be entitled to a thirty (30) minute minimum, duty-free, uninterrupted lunch period.
- D. 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.
- E. 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.
- F. 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.
- G. 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 elementary classroom teachers in the grade level in the building and to secondary teachers teaching the same subject in a given hour of the day, 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 except for the time a team teacher is present in the classroom and is responsible for that child.

Article 7 -- Teaching Conditions

A. Class size should be lowered wherever possible, with the following maximums recommended:

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|----|----------------------------|-------------|
| 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:**

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|----|--------------------|--|
| 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 the class size is in violation if the class size 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 the class is in violation, if the class size 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 -- 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.

In order to receive payment, the teacher must submit a letter of resignation by February 1, with an effective date of the end of the last teacher work day of the year.

The February 1 requirement will not apply in the event the State of Michigan enacts an early

Retirement for that year after February 1 or the board elects to offer an incentive after February 1. In the event either of these circumstances occurs, the teacher who is eligible under article 21(N)(5) for the early resignation payment will also be paid that amount.

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, niece, nephew, 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 9 – Paid Leaves Not Deducted From Sick Leave

A. **Personal Business Days**

1. Teachers shall earn three (3) 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 10 -- 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.

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.

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 11 -- 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 15.

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 12 -- 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 13 -- 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 14 -- 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 agreement between the Board and the Association.

Article 15 -- 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 and teachers can select between direct deposit or debit card.
 - 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.

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

At the end of the fiscal year 2012-2013, 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 15th, 2003 are not eligible for the \$3,000 payment.

Article 16 -- 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/ \$10/\$20 prescription drug card , the \$20/\$25/\$50 in network office visit co-payment and \$500/\$1,000 in network/\$1,000/2,000 out of network annual deductibles |
| Long Term Disability | 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 Gold |
| Life | \$30,000.00 term life including AD & D |

The district's monthly payment for teachers for Plan A (all benefits) will be:

| | |
|-------------|------------|
| Full family | \$1,393.64 |
| Two party | \$1,214.43 |
| Single | \$ 562.81 |

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 | 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 Gold |
| 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. Except as set forth herein, the event of a separation from employment (i.e. layoff or unpaid leave not

covered by the Family Medical and Leave Act), the benefits in this article shall terminate on the first day of the month following the effective date of the separation.

Unless an extension is required under the Family Medical and Leave Act, benefits will discontinue on the effective date of an unpaid leave.

In the event of a termination, benefits will discontinue on the date of termination.

Article 17 -- 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 beginning 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 18 -- 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 19 -- DISTRICT SCHOOL IMPROVEMENT TEAM

The District School Improvement Team, 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 20 -- 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.

Article 21 -- 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 22 -- 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. Copies of the master agreement are available on the district web site.

Article 23 -- 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 24 -- 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 21.
- 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.

- H. Section 15(7) of the Public Employment Relations Act (PERA) mandates that any contract entered into include a statement that allows an Emergency Manager appointed under the local government and school district fiscal accountability act to reject, modify, or terminate the collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act. This provision is intended to satisfy this requirement. No grievances may be processed contesting actions taken by an Emergency Manager.

The inclusion of this provision will not constitute a waiver of the Associations right to file a law suit in a court of competent jurisdiction contesting the action of an Emergency Manager.

Article 25 -- 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 26 -- Duration of Contract

THIS AGREEMENT shall be effective upon ratification by both parties, and shall continue in effect until the 30th day of June, 2013

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

Oscoda Education Association

Oscoda Board of Education

Michael Barnhart, President

Craig A. Peters, Vice-President

Sherry L. Clouse, Secretary

Anthony Johnson, Treasurer

Neal Sweet, Trustee

Mark A. Parent, Trustee

Dr. Don Ellis III, 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 _____

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

Mentor/Teacher Activities

Submitted by:

Date: _____

(Mentor Signature)

Date: _____

(Teacher Signature)

Date: _____

(Principal Signature)

Appendix A
2011-12 School Year Calendar

| | |
|---|--|
| Friday, August 26, 2011 | New Teacher Professional Development |
| Tuesday, August 30, 2011 | Professional Development for Teachers |
| Wednesday, August 31, 2011 | Professional Development for Teachers |
| Thursday, September 1, 2011 | Professional Development for Teachers |
| Tuesday, September 6, 2011 | First Day for Students |
| Friday, September 30, 2011 | NO SCHOOL for Students – Professional Development for Teachers |
| Tuesday, October 11 through Friday, October 28, 2011 | MEAP Testing |
| Wednesday, November 9, 2011 | Two Hour Early Release – Parent-Teacher Conferences |
| Thursday, November 10, 2011 | Two Hour Early Release – Parent-Teacher Conferences |
| Friday, November 11, 2011 | Two Hour Early Release – Parent-Teacher Conferences |
| Tuesday, November 15, 2011 | NO SCHOOL for Students and Staff – Hunter’s Safety Day |
| Thursday, November 24, 2011 | NO SCHOOL for Students and Staff – Thanksgiving Day |
| Friday, November 25, 2011 | NO SCHOOL for Students and Staff – Thanksgiving Holiday |
| Thursday, December 22 through Monday, January 2, 2012 | NO SCHOOL for Students and Staff – Winter Break |
| Tuesday, January 3, 2012 | School Resumes after Winter Break |
| Friday, January 20, 2012 | Two Hour Early Release – End of First Semester – Records |
| Friday, February 3, 2012 | NO SCHOOL for Students – Professional Development for Teachers |
| Monday, February 6, 2012 | NO SCHOOL for Students and Staff – Mid-Winter Break |
| Tuesday, March 6, 2012 through Thursday, March 8, 2012 | MME Testing |
| Wednesday, March 28, 2012 | Two Hour Early Release – Parent-Teacher Conferences |
| Thursday, March 29, 2012 | Two Hour Early Release – Parent-Teacher Conferences |
| Friday, March 30, 2012 | Two Hour Early Release – Parent-Teacher Conferences |
| Monday, April 2, 2012 through Monday, April 9, 2012 | NO SCHOOL for Students and Staff – Spring Break |
| Tuesday, April 10, 2012 | School Resumes after Spring Break |
| Monday, May 28, 2012 | NO SCHOOL for Students and Staff – Memorial Day |
| Monday, June 11, 2012 | Half Day for Students – End of Year Wrap-Up for Staff |
| Tuesday, June 12, 2012 | Last Day for Students – Half Day – Records |

The calendar for 2012-2013 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

2011-2012

| Step | 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 Board reserves the right to create, implement and/or amend an attendance incentive program. The total funding available will be determined by the Board. The Board reserves the right to determine whether this provision will continue after the expiration of the Agreement in 2013.

Appendix B Oscoda Salary Schedule

2012-2013 (1%)

| Step | BA | MA | EDSP | PHD |
|------|----------|----------|----------|----------|
| 1 | \$33,456 | \$35,669 | \$37,650 | \$39,175 |
| 1.5 | \$36,869 | \$39,275 | \$41,463 | \$43,069 |
| 2 | \$37,816 | \$40,260 | \$42,496 | \$44,081 |
| 2.5 | \$38,760 | \$41,239 | \$43,534 | \$45,090 |
| 3 | \$39,703 | \$42,222 | \$44,570 | \$46,097 |
| 3.5 | \$40,650 | \$43,206 | \$45,605 | \$47,107 |
| 4 | \$41,597 | \$44,189 | \$46,640 | \$48,114 |
| 4.5 | \$42,541 | \$45,170 | \$47,679 | \$49,123 |
| 5 | \$43,487 | \$46,152 | \$48,712 | \$50,134 |
| 5.5 | \$44,434 | \$47,135 | \$49,670 | \$51,142 |
| 6 | \$45,377 | \$48,116 | \$50,788 | \$52,151 |
| 6.5 | \$46,324 | \$49,100 | \$51,825 | \$53,160 |
| 7 | \$47,270 | \$50,083 | \$52,858 | \$54,168 |
| 7.5 | \$48,214 | \$51,063 | \$53,895 | \$55,177 |
| 8 | \$50,607 | \$53,576 | \$56,549 | \$57,837 |
| 8.5 | \$51,580 | \$54,584 | \$57,615 | \$58,876 |
| 9 | \$52,550 | \$55,595 | \$58,681 | \$59,916 |
| 9.5 | \$53,527 | \$56,607 | \$59,747 | \$60,952 |
| 10 | \$54,499 | \$57,619 | \$60,815 | \$61,994 |
| 13 | \$56,134 | \$59,349 | \$62,640 | \$63,852 |
| 17 | \$56,680 | \$59,924 | \$63,246 | \$64,473 |

The Board reserves the right to create, implement and/or amend an attendance incentive program. The total funding available will be determined by the Board. The Board reserves the right to determine whether this provision will continue after the expiration of the Agreement in 2013.

Extra-Curricular Salary Schedule

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

| | | |
|-------------------|---|---------|
| Athletic Director | 1 | \$2,523 |
| HEAD | 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.

| | | |
|-------------|---|---------|
| HEAD | | |
| 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.

HEAD

| | | |
|-------------------------|---|---------|
| 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 | | |

ASSISTANT

| | | |
|----------------------|--|--|
| 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 th) | 2 | 1,736 |
| JH Boys' Basketball (8 th) | 3 | 1,999 |
| JH Girls' Basketball (7 th) | 4 | 2,267 |
| JH Girls' Basketball (8 th) | 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 CampContract 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 Understanding
between the
Oscoda Area Schools Board of Education
and the
Oscoda Education Association**

Re: 2011-2013 contract settlement

This is not part of the agreement due to restrictions under law. The district does agree that in the development of its policies and procedures governing assignments, layoff and recall, that the following former commitments from the master agreement will be contained in the policy.

1. 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.

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.

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.

2. Vacancies will be posted on the district's web site.

For the Board

Date

For the Association

Date