

Master Agreement

between the

Oscoda Area Schools Board of Education

and the

Oscoda Education Association/MEA/NEA

2020-2021

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Agreement

This Agreement is entered into by the Oscoda Board of Education, Oscoda Area Schools, hereinafter called the **Board**, and the Oscoda Education Association, hereinafter called the **Association**.

Purpose and Intent

The general purpose of this Agreement is to set forth the 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 (defined as also including those classroom teachers employed in assignments under alternative certificates issued by the Michigan Department of Education), Counselors, Librarians, Speech and Hearing Therapists, Instructional Coordinators, and Student/Family Coordinators who are under contract with the Board. This excludes the Superintendent, Assistant Superintendents, Principals, Assistant Principals, Transportation Supervisor, Director of Instruction, Directors of Special Programs, Business Manager, Administrative Coordinators, Coordinator of Curriculum, Instruction and Content Coach, 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.

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

Article 2 -- Association and Teacher Rights and Responsibilities

- A. Pursuant to the Michigan Public Employment Relations Act, the Board and Association hereby agrees that every employee of the Board, as recognized in Article 1, shall have the right to freely organize, join and support (or refrain from joining or supporting) the Association for the purpose of engaging in collective bargaining.

The Board as a duly elected body exercising governmental power under the laws of the State of Michigan, the Board and Association undertakes—and agrees that they 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 they 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 (or lack of membership), participation in any legal activities of the Association, collective bargaining, or institution of any grievance, complaint or proceeding under this Agreement.

Any alleged violations of this section be addressed exclusively through the procedures available through the Michigan Employment Relations Commission.

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 by Association Representatives is permitted.

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 and bargaining unit members acknowledge that they have no right to privacy in the use of district computers and the internet on district property.

E. The Board agrees to furnish the Association Representatives, access to information that is germane to collective bargaining or the processing of a grievance including annual, financial reports and audits, registers of certified personnel, treasurer's reports, membership data and the 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 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 shall make available in each school a lunchroom, restroom and lavatory facilities, exclusively for staff use.

J. 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.

K. Adequate off-street, paved parking facilities shall be provided and properly maintained and identified exclusively for teacher use whenever possible.

- L. Teachers shall notify the principal of any suspected unsafe or hazardous conditions, or assigned tasks which the teacher may believe endangers their or a student's safety, health or well-being. Concerns relating to the response by the principal will be addressed exclusively to the round table discussions under Article 21(D).
- M. 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.
- N. 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.
- O. Each teacher shall have an individual contract, signed by the teacher and the Board or its representative.

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 -- Payroll Deductions

- A. Upon the submission of written authorization by the teacher to the Business Office, the Board shall make payroll deductions to banks and credit unions, 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 from a list made available by the district through the Business Office. The Board and Association do not endorse or provide assurances of the performance of any investment made by a company on the list. It is the responsibility of the teacher to examine the options available and make their own informed decisions if the teacher elects to enroll.

- B. The Board agrees to promptly remit teacher authorized payroll deductions for deposits into banks and credit unions. 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.

The Principal may require up to an additional forty (40) minutes one time per week in the morning. This time will not precede or follow scheduled days off. The time is designated to provide collaborative staff interaction or activities that are targeted toward school improvement and will be subject to the following:

1. In addition to the foregoing, the principal may schedule one staff meeting per month of up to sixty (60) minutes at the end of the regular teacher work day. Teachers will be notified at least one (1) week in advance.
2. If the state defined grading system ranking average for the Oscoda Area School buildings falls below the highest average achieved since 2013-2014:

- a. Up to three (3) days per week of up to an additional thirty (30) minutes may be required by the principal in lieu of the one (1) forty (40) minute morning requirement at all levels district-wide; and
 - b. The once per month up to sixty (60) minute staff meeting will be suspended district-wide.
3. If after the implementation of Section A(2) the state defined grading system ranking average of the Oscoda Area School buildings exceeds highest average achieved since 2013-2014:
 - a. The forty (40) minute one (1) time per week morning schedule will be restored district-wide; and
 - b. The one (1) staff meeting per month of up to sixty (60) minutes district-wide will be restored.

If the principal elects to have the one-time per month staff meeting under Section A(3), there will be no forty (40) minute meeting required that week.

4. For purposes of the future implementation of this Section, the schedule will be adjusted each year depending upon the average test scores as described in Sections 2 and 3 above.
5. Any disputes as to the implementation of this provision will be exclusively directed to the Round Table discussions under Article 21(D).

- B. The normal full work day when students are in attendance will include an unassigned preparation period of fifty-five (55) 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). Special areas shall be provided with relief and preparation/conference time to the same extent as other teachers in the District.

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

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. 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.
- E. 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.
- F. 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. 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.
- G. The district reserves the right at its option to assign the Individual Educational Program (IEP) Coordinator responsibility to an individual in the bargaining unit. If assigned to a teacher the teacher will receive payment under Article 14(D).

This payment is inclusive of compensation for the time required outside of the normal work day (i.e. participation in IEP meetings, etc.). No other provision of this Agreement will require any additional compensation beyond what is required under this section.

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:
- | | | |
|----|----------------------------|-------------|
| 1. | Developmental Kindergarten | 20 students |
| 2. | Kindergarten | 26 students |
| 3. | Elementary grades | 28 students |
| 4. | Grade 6 | 29 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	31 students
b.	Social Studies	31 students
c.	Math	31 students
d.	Foreign Language	31 students
e.	Business	31 students
f.	Science	31 students
g.	Science lab (9-12)	26 students
h.	Industrial Arts	31 students
i.	Fine Arts	31 students
j.	Physical Education	41 students
k.	Choir/Band (K-12)	from 36 to limit at discretion of Director
l.	Computer Lab	Limit to number of Work Stations (Maximum of 31 students)

B. Elementary

1. Unless the district elects to hire an additional staff member, whenever any combination of four (4) classrooms in a grade level 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.
2. Except as set forth in Section D, 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. Payment of seven dollars (\$7.00) per day per student will be paid to teachers who have five (5) or more students than the maximum listed above.

The payment calculation for specialist (i.e. physical education) and other teachers who are not in self contained classrooms will be prorated based upon the number of minutes per day where the overload condition exists in the teachers classroom.

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. Except as set forth in Section D, a payment 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. Overload payments under Sections B and C will not be issued for:

1. Days or portions of days on which the district is closed due to Acts of God.
2. For days on which the teachers pay is docked.
3. For any days beyond five (5) consecutive paid days off work due to personal business or sick leave unless plans for the teacher to continue preparing lesson plans have been approved by the principal.
4. To teachers in the bargaining unit who substitute for another teacher during the teachers preparation period on a given day.
5. Days on which seniors are not scheduled to be in attendance at the end of the year.

Overload payments will be made when a teacher is out of the classroom on school business (i.e. conferences

and workshops) or partial days of student instruction due to parent-teacher conference days.

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**

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. Should a teacher leave the system for other than an 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 the teacher is incapacitated for duty by injury or illness or when a teacher's spouse or child residing at home or other family member who is terminally or seriously ill, is afflicted and requires care and attendance by the teacher not to exceed three (3) days per teacher, per year.

Teachers needing additional days to take care of an illness of a child residing at home or a spouse or other family member who is terminally or seriously ill, may request, in writing to the Superintendent, use of additional days to be deducted from sick leave, with the approval of 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.

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 or disability.
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, spouse's grandparents and grandchildren.

Up to five (5) days may be taken for a spouse or child and up to three (3) days for other family members listed above.

7. When evidence does not justify approval of sick leave, the absence may be charged as absence without leave and the costs may be deducted from the teacher under Article 14 (C)(2).
8. **Military Reserve Duty**: Provided the teacher supplies a letter from the commanding officer indicating that the military reserve duty cannot 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. The Act includes coverage for medical bills associated with the injury 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 Worker's 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 will accumulate up to five (5) days, and any days in excess of five (5) will 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 fifteen (15). 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 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.

B. 1. A leave of absence, up to one (1) years, may be granted by the Board to any teacher, upon application, for care of the employee's child, spouse for illness, IRS dependent of the employee or illness or disability of the employee. The time spent while on leave shall not be counted on the salary schedule. Upon return from a leave of one (1) year, the teacher will be placed at the step the teacher would have been placed on had the teacher not gone on leave.

2. 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 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. This section will not apply a teacher hired by mutual agreement with the Association under the condition that course work is required to receive an additional certificate endorsement.
- 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.

Article 12 -- 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 cannot 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 13 -- School Calendar

- A. The traditional school calendar (i.e. post Labor Day start for students and ending in June) is set forth in Appendix A. Subsequent year traditional calendars shall be negotiated no later than April 1 each year.

- B. The Board reserves the right to modify or extend the school calendar due 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. The Association President will be notified of the adjustments being implemented.

This section has no application to any days or hours for which a waiver can be sought under Section 101(4) of the State Aid Act. It is the continuing understanding of the parties that the Board is under no obligation to apply for a waiver or to make an application for the full number of days or hours available under a waiver request. The parties further acknowledge that professional development time will not be submitted as instruction hours or days under Section 101(10) of the State Aid Act.

When the decision to close schools due to inclement weather is made by the Superintendent or his/her designee, all schools within the district shall be closed.

Teachers shall not be regularly required to report when schools are closed. An emergency notification system will be in place.

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.

- C. With the exception of those years in which the district elects to implement a year round calendar or pre-Labor Day start for students rather than implement the traditional calendar under Section A, there shall be no deviation from or change in the school calendar except by agreement between the Board and the Association. Where the district has elected to implement a year round calendar or Pre-Labor Day start for students, the number of teacher work days will not exceed the number of work days in Article 14(B).

Article 14 -- 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) [27 in some years] equal installments paid every other Friday and teachers can select between direct deposit or debit card.
1. The district reserves the right to determine the step placement of newly hired teachers on the appropriate salary schedule degree lane including the granting of step advancement for new hires with no teaching experience.

Substitute teaching will not be recognized for the purposes of this provision.

Decisions under Section C(1) are not subject to the grievance procedure.
 2. In the event of unpaid time, the amount of funds withheld will be reflective of the regular wages and all fringe benefits cost (unless continuation is required under the Family Medical and Leave

- Act). The cost of fringe benefits will be payroll deducted as a condition of this Agreement.
- D. 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.
- E. Teachers given classroom assignments in lieu of their preparation period shall be allowed a proportional increase in salary for the duration of the assignment. Additional compensation will be determined by the additional minutes of instruction actually in the classroom beyond 305 minutes regardless of the number or length of class periods scheduled by the district. The number of additional minutes beyond 305 minutes will be divided by 305 minutes to arrive at the additional pay.
- F. 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.
- G. 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.
- H. 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.
- I. Teachers required to supervise students outside the scope of a classroom assignment (defined as the seven hour and thirty minute day in Article 5) will be paid at the rate of twenty-five dollars (\$25.00) per clock hour or receive equal compensatory time.
- J. 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 and shall be responsible for completing the mentor/mentee monthly check list. Changes in the check list will be directed to the provisions of Article 21(D).
 5. 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 \$500.00 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 attached to this Agreement has been completed.
- K. 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 payment.
- L. The district will maintain the forms and processes for requesting compensatory time where afforded under this Agreement. Unless approved by the Superintendent, compensatory time is limited to one (1) day per year. The decision of the Superintendent to approve more than one (1) day is not subject to the grievance procedure.

Compensatory time must be used in half or full day increment. The scheduling of compensatory time is subject to the approval of the principal and requests must be submitted at least seven (7) calendar days in advance to the principal.

Any compensatory time afforded under this Agreement that is not used by the end of the fiscal year in which it was earned will be paid at a prorated portion of the teacher's per diem rate of pay by the end of June.

- M. Teachers given a substitute assignment during their preparation period on a given day, will be paid at a prorated rate based upon the teacher's per diem rate or at the teacher's option, the teacher can forego the pay and request compensatory time. To earn a compensatory day, the teacher must substitute for the number of class periods in a full or half instructional day.
- N. If employment is separated for any reason or if an employee is laid off during the work year and personal leave time or sick leave credited for that year has been used in excess of what would otherwise had been available if credited at the end of each month of the work year, the employee shall repay the district and the repayment will also include any amounts due under Article 14(C)(2). Such withholdings are required as a condition of this Agreement from the employee's final pay check(s) and any remaining balance is due within seven (7) business days of separation to the Business Office.

Article 15 -- Insurance Protection

- A. The Board shall contribute toward the cost of the following for a full twelve (12) month period for the employee's and his/her eligible dependents. Eligible dependents are defined as the employee's children under age 26 if required by law and the employee's spouse.

If a member becomes eligible for Medicare and elects Medicare in lieu of the plans below, Medicare Part B premiums shall be paid on behalf of the bargaining unit member, spouse, and/or dependents subject to the limits set forth herein.

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

The contribution toward the cost of the medical plan options for full-time teachers is subject to the limitations set forth below. The cost of non-medical benefits for full-time teachers will be assumed by the Board. Part-time teachers will receive prorated contributions based upon the percentage of the teacher's

schedule compared to full-time status.

PLAN A for employees selecting health insurance:

Health	Simply Blue HSA 1,250/0% Lg; Simply Blue HSA PPO Lg 3-tier copay/coinsurance prescription drug coverage; or BCN HSA HMO \$1,350/\$2,700 in-network (no out of network services); 0% co-pay; Lg RX The BCN option is contingent upon minimum district enrollment numbers being established and maintained.
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	100/75/60/75 \$1,500 annual max Class I, II & III \$1,900 life max Class IV
Vision	VSP-3 Gold
Life	\$35,000 term life including AD & D

The district's monthly payment for teachers for Plan A will be:

	HSA <u>Medical</u>
Full Family	\$1,549.74
Employee and Spouse and Employee and Child	\$1,188.36
Single	\$ 568.23

At any point in time the monthly costs for the HSA plan is less than the above limits in a subscriber category, those in that subscriber category enrolling in the HSA medical plan option will have the difference paid into the employees health savings account subject to any restrictions under the Internal Revenue Service Rules and Regulations.

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	100/75/60/75 \$1,500 annual max Class I, II & III \$1,900 life max Class IV
Vision	VSP-3 Gold
Life Insurance	\$35,000.00 term life including AD & D

In the event a teacher enrolls in Plan B, that enrollee will receive \$100.00 per/month in cash under a qualified IRS Section 125 plan if the teacher is not enrolled in a hospitalization plan within the district (also see Section B below).

- 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, in 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 16 -- Special and Student Teaching Assignments

- A. Assignments for summer school programs will be made by the Board on a voluntary basis.
- B. The Board agrees at all times to maintain an adequate list of substitute teachers.

Article 17 -- 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 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 to the Building Discipline Committee, a District Level Committee exists to recommend new or adjustments to existing procedures and policies for discipline. The building and district level 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.
- 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 complaint 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 reported in writing, to the teacher concerned.
- H. Before the first student day each year, teachers will provide the Superintendent or his/her designee with a list of personal property of the teacher that is desired to be brought in for student use or use by the teacher in providing services to students. Changes or additions may be requested in writing during the year.

Subject to a review of the circumstances, the damage or theft of registered and approved property shall be reimbursed by the Board.

Requests can also be made to the Superintendent or his/her designee for reimbursement due to damage of clothing and other personal wear items (defined as including eye glasses, etc.) that may be damaged while on duty due to a physical confrontation involving a student(s).

Problems relating to the implementation of this section (i.e. the value of an item for which reimbursement is being sought; whether policy was followed in dealing with a physical confrontation with a student; applicability for example of personal insurance plans on cell phones; etc.) will be addressed exclusively through the round table procedures in Article 21(d).

Article 18 – District School Improvement Team

The District School Improvement Team, as identified in current Board Policy, shall assist in selection and implementation of curriculum goals and educational material, as defined in Board Policy 2210.

Article 19 -- 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 C. 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. If the Association is not satisfied with the disposition of the grievance by the Superintendent, 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 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.

- G. 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.
- H. Fees and expenses of the arbitrator shall be paid in full by the losing party of each arbitration case.
- I. At no time shall students become involved in the grievance procedure, unless accompanied by their parents.
- J. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 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.
- K. All time limits shall be measured in teacher attendance days during the school year and in days the business office is open during the summer.

Article 20 -- 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 21 -- 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 mediation or other procedures available through 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 website.

Article 22 -- 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 20.
- 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 unless the district and Association agree to an exception. If an individual's contract contains any other 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 make a major change in class schedules such as split classes that conflict with this Agreement, either party may then reopen the Agreement for the purpose of negotiating any area of this Agreement affected by the Board's decision.
- G. Employees participating in school improvement activities and planning, will be compensated as follows:
 - 1. Released time for meetings or training held during the employee's regular day.
 - 2. 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 Association's right to file a law suit in a court of competent jurisdiction contesting the action of an emergency manager.

- I. 1. Teachers shall report their unavailability for work when the absence is attributable to sicknesses regulated by Article 8 by 6:00 a.m..

Teachers shall be excused from compliance with this requirement if they can show good cause why timely notification was not possible

2. Teachers shall provide at least ten (10) business days notice to the district when needing to be absent for reasons regulated by Article 9(B) and (C).

When a teacher has received written notice for jury duty, the teacher will provide a copy of the notice to the principal. If the teacher is contacted to report for jury duty on a given day, the teacher shall immediately notify the principal.

Article 23 -- Duration of Contract

THIS AGREEMENT shall be effective the later of July 1, 2020 or upon ratification by the parties and shall continue in effect until the 30th day of June 2021.

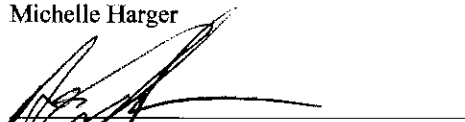
THIS AGREEMENT shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

Oscoda Education Association


Kathy Erickson, President

Tom Vito
Matt Hinckley
Dave Beauchamp
Michelle Harger

Oscoda Board of Education


Anthony Johnson, President

Dr. Don Ellis III, Vice-President
Mary Reitler, Secretary
Tim Kellstrom, Treasurer
Dan Schlink, Trustee
William Gaines, Trustee
Rose Ford, Trustee

Appendix A 2020-2021 School Calendar

Oscoda Area Schools

2020-2021

July 2020						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
T0						S0

August 2020						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23					28	29
30				T5		S1

September 2020						
Su	M	Tu	W	Th	F	Sa
		1	2	3		5
6		8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			
T20						S20

October 2020						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8		10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
T22						S21

November 2020						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5		7
8	9	10				14
15	16	17	18	19	20	21
22	23	24				28
29	30					
T18						S18

December 2020						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20						
T14						S14

January 2021						
Su	M	Tu	W	Th	F	Sa
	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19				23
24	25	26	27	28	29	30
31	T20					S20

February 2021						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7		9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						
T19						S19

March 2021						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25		27
28						
T20						S20

April 2021						
Su	M	Tu	W	Th	F	Sa
						3
4		6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	
T19						S19

May 2021						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30		T20				S20

June 2021						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7				11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			
T8						S8

- Full Day Professional Development
- No School
- First Day for Students
- First Day for Kindergarten
- End of Marking Period
- Parent-Teacher Conferences - Students Released at 12:30 p.m.
- Exams - Students Released at 12:30 p.m. (January 20 and June 8 teachers - professional endeavors)
- End of First Semester - Students Released at 12:30 p.m. - Records
- Last Day for Students - Students Released at 12:30 p.m. - Records

180 Student Days
185 Teacher Days

1st MP	2nd MP	Sem 1	3rd MP	4th MP	Sem 2	Total Student Days	PD Days	Total Teach Days
47	42	89	44	47	91	180	5	185

Appendix A

2020-2021 School Calendar

Monday, August 24, 2020	Professional Development for Teachers
Tuesday, August 25, 2020	Professional Development for Teachers
Wednesday, August 26, 2020	Professional Development for Teachers
Thursday, August 27, 2020	Professional Development for Teachers
Monday, August 31, 2020	First Day for Students
Friday, September 4, 2020	No School – Labor Day Weekend
Monday, September 7, 2020	No School – Labor Day Weekend
Friday, October 9, 2020	No School - Professional Development for Teachers
Friday, November 6, 2020	End of First Marking Period
Friday, November 1, 2020	No School – Professional Development for Teachers
Wednesday, November 11, 2020	Students Released at 12:30 p.m. – Parent-Teacher Conferences
Thursday, November 12, 2020	Students Released at 12:30 p.m. – Parent-Teacher Conferences
Friday, November 13, 2020	Students Released at 12:30 p.m. – Parent-Teacher Conferences
Wednesday, November 25, 2020	No School – Thanksgiving Holiday
Thursday, November 26, 2020	No School – Thanksgiving Day
Friday, November 27, 2020	No School – Thanksgiving Holiday
Monday, December 21, 2020 through Sunday January 3, 2021	No School – Winter Break
Monday, January 4, 2021	School Resumes After Winter Break
Wednesday, January 20, 2021	Students Released at 12:30 p.m. – Exams (Teachers individual pursuits/needs)
Thursday, January 21, 2021	Students Released at 12:30 p.m. – Exams
Friday, January 22, 2021	Students Released at 12:30 p.m. – End of First Semester – Records
Monday, February 8, 2021	No School – Mid Winter Break
Friday, March 26, 2021	End of 3 rd Marking Period
Monday, March 29 through Monday, April 5, 2021	No School – Spring Break
Monday, May 31, 2021	No School – Memorial Day
Wednesday, June 8, 2021	Students Released at 12:30 p.m. – Exams (Teachers individual pursuits/needs)
Thursday, June 9, 2021	Students Released at 12:30 p.m. – Exams
Friday, June 10, 2021	Students Released at 12:30 p.m. – Last Day of School - Records

Appendix B Oscoda Salary Schedule

A degree must be from an accredited public university that has an accredited education program and in a discipline within the district's curriculum. Except where prohibited by law, degree lane changes will be made only at the start of a semester after the degree has been obtained and documentation is submitted to the Business Office.

In the event of a layoff and subsequent recall, the amount paid under Appendix B will be inclusive of any amounts paid in unemployment.

STEP	BA	MA	EDSP	PHD
1	\$ 36,310	\$ 38,712	\$ 40,862	\$ 42,518
1.5	\$ 40,015	\$ 42,626	\$ 45,187	\$ 46,745
2	\$ 41,042	\$ 43,696	\$ 46,122	\$ 47,842
2.5	\$ 42,067	\$ 44,757	\$ 47,248	\$ 48,937
3	\$ 43,090	\$ 45,825	\$ 48,374	\$ 50,029
3.5	\$ 44,119	\$ 46,892	\$ 49,496	\$ 51,125
4	\$ 45,145	\$ 47,959	\$ 50,619	\$ 52,219
4.5	\$ 46,169	\$ 49,023	\$ 51,747	\$ 53,314
5	\$ 47,196	\$ 50,089	\$ 52,868	\$ 54,411
5.5	\$ 48,225	\$ 51,156	\$ 53,908	\$ 55,504
6	\$ 49,248	\$ 52,221	\$ 55,120	\$ 56,600
6.5	\$ 50,276	\$ 53,289	\$ 56,246	\$ 57,695
7	\$ 51,302	\$ 54,357	\$ 57,368	\$ 58,790
7.5	\$ 52,327	\$ 55,421	\$ 58,493	\$ 59,884
8	\$ 54,924	\$ 58,147	\$ 61,373	\$ 62,771
8.5	\$ 55,980	\$ 59,242	\$ 62,530	\$ 63,899
9	\$ 57,034	\$ 60,337	\$ 63,687	\$ 65,028
9.5	\$ 58,094	\$ 61,436	\$ 64,842	\$ 66,152
10	\$ 60,006	\$ 63,443	\$ 66,961	\$ 68,259
13	\$ 61,806	\$ 65,345	\$ 68,969	\$ 70,305
17	\$ 63,126	\$ 66,739	\$ 70,440	\$ 70,989

Extra-Curricular Salary Schedule

The district reserves the right to determine the step placement of newly hired coaches including the granting of step advancement for new coaches based upon prior experience in paid coaching positions within and outside of the district and volunteer coaching within the district. The decision on the placement of coaches on steps is not subject to the grievance procedure.

Once placed on a step on any schedule, the coaches step placement will not be reduced (i.e. step 6 to step 5) when transferring to a coaching position covered by the same or a different salary schedule.

Once assigned to a paid coaching position, steps advancement will be determined by completion of additional full seasons of service in a paid coaching position within the district or additional season of volunteer service fulfilled subsequent to the initial placement in a paid coaching position.

The rates in the extra-curricular schedule only apply to individuals in the bargaining unit. The District reserves the right to pay less for individuals who are not in the bargaining unit.

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

Athletic Director	1	\$2,599
HEAD	2	3,313
Football	3	3,816
Boys' Basketball	4	4,317
Girls' Basketball	5	4,528
Wrestling	6	4,744
Boys' Swimming	7	4,959
Girls' Swimming		
Volleyball		

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

HEAD		
Baseball	1	\$2,226
Boys' Track	2	2,376
Girls' Track	3	2,734
Competitive Cheer	4	3,092
Cross Country	5	3,246
Girls' Softball	6	3,401
Boys' Soccer	7	3,552
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	\$1,902
JV Boys' Basketball	2	2,033
JV Girls' Basketball	3	2,339
JV Girls' Volleyball	4	2,649
Frosh Volleyball	5	2,776
Frosh Football	6	2,908
Frosh Boys' Basketball	7	3,042
Frosh Girls' Basketball		
JV Girls' Softball		
JV Boys' Baseball		
Yearbook		
ASSISTANT		
Varsity Football (2)		
Boys' Swimming		
Girls' Swimming		

Wrestling
 Frosh Football
 JV Football
 Boys' Track
 Girls Track
 Boys Soccer
 Girls Soccer

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

	1	\$1,676
JH Boys' Basketball (7 th)	2	1,788
JH Boys' Basketball (8 th)	3	2,059
JH Girls' Basketball (7 th)	4	2,336
JH Girls' Basketball (8 th)	5	2,446
	6	2,561
	7	2,678

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

HS Cheerleading	1	\$ 839
Fall Varsity	2	897
JV	3	1,030
Frosh	4	1,166
Winter Varsity	5	1,221
JV	6	1,280
Frosh	7	1,339
JH Cheerleading		
Fall		
Winter		
Senior Class Advisor		
Junior Class Advisor		
Sophomore Class Advisor (maximum step two)		
Freshman Class Advisor (maximum step two)		
Student Council Advisor		
National Honor Society		

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

Middle School Volleyball	1	\$1,118
	2.	1,229
	3	1,340
	4	1,451
	5	1,563
	6	1,674
	7	1,785

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

Middle School Track	1	\$1,304
	2	1,433
	3	1,563
	4	1,692
	5	1,823
	6	1,952
	7	2,083

Miscellaneous

HS Band Camp Contract Extension

SIT/Curriculum Council \$25.00/hr
 Posted work outside of work time (i.e. workshops) \$25.00 per hour

Posted Home Bound instruction outside of the work time will be paid at the rate of \$25 per clock hour or at the teacher's option, compensatory time can be earned with seven clock hours equaling one day. Those teachers assigned will be paid for one additional hour for preparation time for every two (2) clock hours of instruction. In addition to the foregoing, the teacher will be paid mileage.

Appendix C
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: _____

STEP III

A. Date submitted to Arbitration: _____

B. Disposition and Award of Arbitrator: _____

Signature of Arbitrator: _____

Date of Arbitrator's Decision: _____

APPENDIX D
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)

**Letter of Agreement One
between the
Oscoda Area Schools Board of Education
and the
Oscoda Education Association**


Re: Employees being paid off schedule

It is hereby agreed by the parties set forth above as follows in recognition of the termination of the longevity pay schedule contained in Article 14(l) of the 2013-2014 master agreement on June 30, 2014:

1. The following employees will be paid the amounts set forth below each year (provided each works the entire year) in addition to the salary commensurate with Step 17 of the appropriate degree lane in Appendix B for as long as they remain employed in the bargaining unit.

<u>Name</u>	<u>Longevity Amount</u>
Erickson, Kathleen	\$1,723
Farver, Kimberly	\$1,597
Simpson, Connie	\$ 271
Smith, Deanna	\$ 271
Moran, James	\$ 271
Perkins, Christine	\$ 223

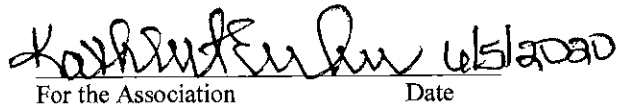
2. No other employees will be added to the above list and both parties further agree that in future negotiations, neither party will propose any increases or decreases in the above amounts.
3. This constitutes the entire understanding of the parties with respect to the elimination of the longevity schedule. This agreement shall expire when the last of the above named employees leaves the bargaining unit.



For the Board

6/8/2020

Date



For the Association

6/5/2020

Date

**Letter of Agreement Two
between the
Oscoda Area Schools Board of Education
and the
Oscoda Education Association**

Re: Payout for unused sick leave

It is hereby agreed by the parties set forth above as follows:

- In the event of retirement, a teacher may receive one-half (1/2) 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 22, 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 14(K) will also be paid that amount.

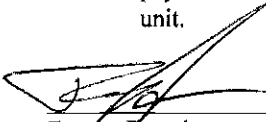
Payment of accumulated sick leave will be made only to those teachers who became eligible for retirement under the State teachers' retirement law. In case of death, one-half (1/2) of the accumulated sick leave, not to exceed sixty (60) days, will be paid to the beneficiary. The only sick leave that will be considered is that of the Oscoda Area Schools, except those teachers covered by MCL 380.176, governing special education programs.

- The names of the qualified teachers are as follows:

Kimberly Farver	James Moran	Michelle Harger
Kathleen Erickson	Karen Lopez	Mathew Hinckley
Christine Perkins	Janice Shirkey	Camella Hinckley
Connie Simpson	Linda Allen	Thomas Vito
Deanna Smith	David Beauchamp	

- No other employees will be added to the above list and both parties further agree that in future negotiations, neither party will propose any increases or decreases in the above amounts.

- This constitutes the entire understanding of the parties with respect to the elimination of the sick leave payout. This agreement shall expire when the last of the above named employees leaves the bargaining unit.


For the Board

6/8/2020
Date


For the Association

6/5/2020
Date

**Letter of Agreement Three
between the
Oscoda Area Schools Board of Education
and the
Oscoda Education Association**

Re: Correcting an error in the payment of the cash in lieu of enrolling in hospital/medical insurance in Article 15(A) of the master agreement.

It is hereby agreed and acknowledged by the parties set forth above as follows:

1. The parties acknowledge and agree that in order to receive "cash in lieu" of enrolling in the hospitalization/medical in Article 15(A) of the master agreement, the employee must be enrolled in Plan B and that Plan B only applies to employees who are not enrolled in a hospital/medical plan within the district. The parties further acknowledge and agree that Plan B by design and specific intent contains the "cash in lieu" of enrollment in a hospital/medical plan within the district as a financial incentive to the employee to not enroll in the hospital/medical plan.
2. In the process of informal negotiations in March of 2020 where the parties were attempting to settle the 2020-2021 master agreement early, it was discovered that five (5) married couples within the bargaining unit (See Section 3 below) have had both spouses and their eligible dependents enrolled in the full family hospital/medical plan and that "one" of the spouse had also been incorrectly given \$100 per month "cash in lieu" of enrolling in the hospital/medical plan in error. The records reflected in March 2020 that the same error has not been made with regard to married couples who are enrolled in two party hospital/medical with their spouses or where each was enrolled in single subscriber hospital/medical.

The parties are desirous of resolving this issue in moving forward and to correct the error to clear the way for the settle the 2020-2021 agreement rather than terminate the informal negotiations and commence the regular course of negotiations on April 20.

3. The district agrees that it will not seek repayment of the payments made in error described above.

The payments will continue to be made to the following married couples subject to the conditions set forth herein.

Amy and Seth Alda

Kimberly and Tom Farver

Karen and Tony Lopez

Jennifer and Matthew McDougall


Jill and Mike Williams

- a. For the remainder of the 2019-2020 fiscal year, the \$100 per month (\$1,200 per year) payment schedule will continue subject to the conditions below.
- b. Should there be a divorce, death on one spouse, a reduction from full family to two party enrollment status, an unpaid leave of absence (where benefits and/or the cash in lieu payment are not required to be continued under the Family Medical and Leave Act), a retirement of one spouse or any other form of separation from employment of one spouse from the Oscoda Area Schools, the monthly cash in lieu of payment will cease for that married couple.

- c. No other married couples will be added to the above list and both parties further agree that in future negotiations, neither party will propose any increases or decreases in the amounts being paid per month to these married couple or additions to the list of names of the married couples.
- d. Starting with the 2020-2021 fiscal year on July 1, 2020, the \$1,200 annual payment will be decreased by the amount of the annual increase in the full family contribution toward the hospital/medical plan in Article 15(A) for the fiscal year. This reduction for 2020-2021 fiscal year will be \$364.65 leaving \$835.65 (\$69.62 per month for fiscal 2020-2021). The same reduction will take place in future years on each July 1 until no further monthly payments are due at which time this letter of agreement shall terminate.

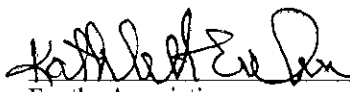
4. This constitutes the entire understanding of the parties with respect to rectifying this error. The provisions of Article 15(A) have been clarified moving forward to resolve the issue of the payment of the "cash in lieu" payments.

Should there be any changes in status of other employees prior to June 30, 2020, the clarified provisions in the 2020-2021 master agreement will apply as to those qualified for the "cash in lieu" of payment being restricted to those enrolled in Plan B where the employee is not enrolled in the hospital/medical plan within the district.



For the Board

6/8/2020
Date



For the Association

6/5/2020
Date