

# ***Master Agreement***

***between***

***Oscoda Area Schools  
Board of Education***

***and***

***Oscoda Education  
Association/MEA-NEA***

***2017-2018***

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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, pre-school teachers (such as B-4), Counselors, Librarians, Speech and Hearing Therapists, Instructional Coordinators, and Student/Family Coordinators who are under contract with the Board. This excludes Superintendents, Assistant Superintendents, Principals, Assistant Principals, Transportation Supervisors, Directors of Instruction, Directors of Special Programs, Business Managers, Administrative Coordinators, Cafeteria Supervisors, and other executives and supervisors.

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

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

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

## 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 not be required to work under unsafe or hazardous conditions, or perform tasks which endanger their safety, health or well-being.
- 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 top to bottom 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 top to bottom 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.
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).

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. 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.
- H. 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 secondary teacher the teacher will receive payment under Article 14(D). The same type of payment method will be used if assigned to an elementary teacher.

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. | <u>Special considerations:</u>  |  |
| 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. | <u>Secondary Grades:</u>  |  |
| 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<br>(Maximum of 31 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. 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 ( $\frac{1}{2}$ ) 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. 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

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 15(C)(3).
  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. Note—clarification only and is understood to require Association agreement (see Article 23-C) before the teacher is hired. Also not having this language in the master agreement would require approval of the "membership" under Article 20(A)[Contract Amendments] and cannot be done via a letter of agreement.
- 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 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. With the exception of those years in which the district elects to implement a year round calendar rather than negotiate a 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, 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. 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.  
  
The district reserves the right to grant additional years of teaching experience on the salary schedule. Such decisions 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).
- 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. Secondary teachers given classroom assignments in lieu of their preparation period 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; where all classes are not of the same length, a proportion based upon the number of minutes actually in the classroom for the day divided by the number of student periods in a day.
- 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 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 15<sup>th</sup>, 2003 are not eligible for the payment.

#### **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  Simply Blue PPO Lg \$500/\$1,000 in-network and \$1,000/\$2,000 out-of-network annual deductibles; Blue Preferred Lg prescription drug 3 tier copay/coinsurance (subject to meeting any minimum enrollment requirements of BC/BS)
--------	--

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 \$30,000.00 term life including AD & D

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

	PPO <u>Medical</u>	HSA <u>Medical</u>
Full Family	\$1,270.00	\$1,442.00
Employee and Spouse and Employee and Child	\$ 990.00	\$1,105.74
Single	\$ 484.54	\$ 528.73

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 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, 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.
- 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 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. 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 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 -- 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.

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

- B. 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.

### Article 23 -- 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:
- 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 Association's right to file a law suit in a court of competent jurisdiction contesting the action of an emergency manager.

#### **Article 24 -- Duration of Contract**

**THIS AGREEMENT** shall be effective July 1, 2017 and shall continue in effect until the 30th day of June 2018.

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

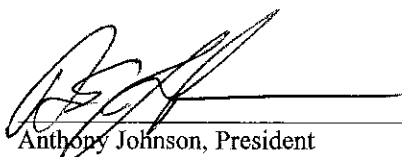
#### **Oscoda Education Association**



Kathy Erickson, President

Tom Vito  
Matt Hinckley  
Dave Beauchamp  
Michelle Harger

#### **Oscoda Board of Education**



Anthony Johnson, President

Dr. Don Ellis III, Vice-President  
Edward Davis, Secretary  
Ken Kahila, Treasurer  
Tim Kellstrom, Trustee  
Mary Reitler, Trustee  
Dan Schlink, Trustee

**Appendix A**

2017-2018 School Calendar

## 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.

#### 2017-2018

Step	BA	MA	EDSP	PHD
1	\$34,555	\$36,840	\$38,886	\$40,462
1.5	\$38,080	\$40,565	\$42,825	\$44,484
2	\$39,058	\$41,583	\$43,892	\$45,529
2.5	\$40,033	\$42,593	\$44,964	\$46,571
3	\$41,007	\$43,609	\$46,034	\$47,610
3.5	\$41,986	\$44,625	\$47,103	\$48,654
4	\$42,963	\$45,640	\$48,172	\$49,694
4.5	\$43,937	\$46,653	\$49,245	\$50,736
5	\$44,915	\$47,668	\$50,312	\$51,780
5.5	\$45,893	\$48,682	\$51,302	\$52,821
6	\$46,867	\$49,696	\$52,455	\$53,864
6.5	\$47,845	\$50,713	\$53,526	\$54,906
7	\$48,822	\$51,728	\$54,594	\$55,947
7.5	\$49,797	\$52,741	\$55,665	\$56,989
8	\$52,269	\$55,336	\$58,406	\$59,736
8.5	\$53,274	\$56,377	\$59,507	\$60,810
9	\$54,276	\$57,420	\$60,608	\$61,884
9.5	\$55,285	\$58,466	\$61,708	\$62,954
10	\$57,105	\$60,375	\$63,724	\$64,959
13	\$58,818	\$62,186	\$65,635	\$66,906
17	\$60,074	\$63,512	\$67,034	\$67,557

## Extra-Curricular Salary Schedule

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

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

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

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

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

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



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

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

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

HS Cheerleading	1	\$ 815
Fall Varsity	2	870
JV	3	1,000
Frosh	4	1,132
Winter Varsity	5	1,185
JV	6	1,243
Frosh	7	1,300
JH Cheerleading		
Fall		
Winter		
Senior Class Advisor		
Junior Class Advisor		
Sophomore Class Advisor (maximum step two)		
Freshman Class Advisor (maximum step two)		
Student Council Advisor		
National Honor Society		

**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

# 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: \_\_\_\_\_





**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:

1. 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 15(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.

2. The names of the qualified teachers are as follows:

Thomas Farver	Connie Simpson	Linda Allen
Kimberly Farver	Patricia Snyder	David Beauchamp
Shelly Revord	Deanna Smith	Michelle Harger
Karen MacGregor	James Moran	Mathew Hinckley
Marlana Blamer	Penny Hutchison	Camella Hinckley
Kathleen Erickson	Karen Lopez	Steven Spenceley
Christine Perkins	Alona Smith	Theresa Corwin
Janice Shirkey	Thomas Vito	
Pamela Stalker	Connie Lynch	

3. 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.
4. 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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date