# **Master Agreement**

# Between the

# **Oscoda Area Schools Board of Education**

# and the

**Oscoda Education Association/MEA** 

2025-2026

2026-2027

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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, 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. All concerns from teachers relating to this provision will be addressed exclusively to the round table discussions under Article 21(D).

- N. A teacher shall be entitled to have present a representative of the Association when he/she is being reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.
- O. No tenured teacher shall be disciplined in a manner that is inconsistent with the standard contained in the Teacher's Tenure Act in place when the discipline is imposed (currently that standard is for reasons that are "not arbitrary or capricious"). Disciplinary measures should include remedial training or mentoring where appropriate. While the parties generally subscribe to the concept of progressive discipline as required by law, the District reserves the right to apply disciplinary measures consistent with the severity of the infraction in its sole discretion. All information forming the basis for disciplinary or corrective action will be made available to the teacher and Association.
- P. 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.
- Q. 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. Beginning with the 2025-2026 school year, pursuant to and consistent with this Article, the Board shall make payroll deductions upon written authorization from teachers for the following and for any other programs jointly approved by the Association and the Board:
  - Credit Union or other financial institutions;
  - Tax-Sheltered Annuities from Board-approved vendors;
  - Supplemental Life Insurance opportunities available in the District;
  - United Way; and/or
  - MEA Dues Deductions

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.
- C. The Association shall by no later than September 1 of each year

1) notify the District in writing of the annual dues amount,

2) provide a list of members who have given written authorization to deduct dues, and

3) provide the complete and signed authorization forms that provide consent for each such payroll deduction.

- D. The Association shall immediately notify the District in writing when a union member revokes their authorization for dues deduction and include the authorization forms.
- E. Such deductions shall be made in bi-weekly equal installments beginning with the first pay in September and ending in the last pay in June with no deductions for the months of July or August.
- F. Upon receiving authorization from the Association on a member beginning employment with the District after the start of the school year, the dues amount shall be deducted from the next available pay period following the District's payroll schedule.
- G. The District shall not be responsible for collective retroactive dues payment, collecting dues during a member's unpaid leave of absence, or collecting dues when the member's bi-weekly pay is not sufficient to cover their share of dues.
- H. At the end of the month in which dues are deducted, the District will forward a check and an itemized payroll report to the Association Treasurer within ten (10) business days.
- I. In the event any individual or entity files any complaint or claim against the District (which includes its agents, employees, and officers) regarding dues deduction, the Association agrees to indemnify, defend, and hold the District harmless against all costs, claims, demands, suits, or other forms of liability that may arise out of or by reason of action by the District for the purpose of complying with the Agreement to deduct Association dues and other payroll deductions as set forth above. This shall include, but not be limited to reasonable attorney's fees. Further, the District shall be held harmless for the assessment and collection of dues and the imposition of any penalties related to an employee's non-payment of dues. The Board may choose its legal counsel to defend any lawsuit or action or to compromise or settle any claim made against the District in the Board's sole discretion.

# Article 5 -- Teaching Hours and Class Loads

A. The normal teacher workday shall be seven (7) hours and thirty (30) minutes.

The principal may require up to an additional forty (40) minutes in the morning in accordance with the schedule set forth in Section 2 below. 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 workday. Teachers will be notified at least one (1) week in advance.
- 2. For purposes of the future implementation of this Section, the schedule will be adjusted each year depending upon the average ranking as described below.

The Eidex or Munetrix systems will be used to determine comparable district groupings. currently there are eleven (11) districts in the group including the Oscoda Area Schools.

The four-test metrics being used are grades 3-8 M-STEP Proficiency; 11<sup>th</sup> grade M-STEP Proficiency; grades 8, 9 and 10 PSAT Proficiency; and grade 11 SAT average score.

The above data sources, peer grouping and the testing metrics may change over time (i.e. changes in enrollment or numbers or free and reduced lunch counts, etc.).

- a. If the Oscoda Area Schools average rank is worse than 3.0 district-wide, up to forty (40) minutes one (1) time per week will be scheduled district-wide.
- b. If the Oscoda Area Schools average rank is 3.0 or better district-wide, up to forty (40) minutes two (2) times per month will be scheduled district-wide.

If the principal elects to have the once per month staff meeting of up to sixty (60) minutes, it will not be scheduled on the same day as one of the morning extensions.

- **3.** 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 workday 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.

Teachers requested to attend an IEPC during their assigned preparation period will be paid for each minute of preparation time lost. the pay will be computed based upon \$35 per clock hour.

- 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 teacher's 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 student 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 workday (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
1.	Computer Lab	Limit to number of Workstations (Maximum of 31 students)

#### B. <u>Elementary</u>

- 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 teacher's classroom.

#### C. <u>Secondary</u>

- 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 teacher's 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 teacher's 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. <u>Military Reserve Duty:</u> 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.

#### Article 9 – Vacancies and Placement

The Superintendent or designee decides placement decisions, when a vacancy exists, and when a posting is made. Consistent with the Revised School Code Section 1248, teacher placement decisions will be made by the Superintendent or designee in their discretion based on the following clear and transparent factors:

A. Staffing the curriculum with the most effective, certified, and qualified teachers to instruct the applicable courses, grades, and school schedule.

- B. Appropriate certification, approval, or authorization for all aspects of the assignment. The certification, approval, or authorization, as applicable, will be determined by the Revised School Code, MDE's Teacher Certification Code, MDE's Rules for Special Education Programs and Services, and other applicable statutes and regulations.
- C. Teacher placement decisions must be made based on effective criteria established in Revised School Code Section 1249.
- D. Teachers must be fully qualified for all aspects of their assignments, as determined by the Board, based on documentation on file with the Superintendent's office, including:
  - 1. Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding.
  - 2. Credentials needed for District, school, or program accreditation;
  - 3. District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the teacher's effectiveness in that assignment and is integrated into instruction;
  - 4. Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;
  - 5. Disciplinary record, if any;
  - 6. Length of service in a grade level(s) or subject area(s);
  - 7. Recency of relevant and comparable teaching assignments;
  - 8. Previous effectiveness ratings;
  - 9. Punctuality and habitual use of unexcused days not protected by FLMA, ADA, or other state or federal law;
  - 10. Rapport with colleagues, parents, and students;
  - 11. Ability to withstand the strain of teaching;
  - 12. Compliance with state and federal law; or
  - 13. Other non-arbitrary or capricious reasons
- E. Length of service within the District may be considered as a tiebreaker if a teacher placement decision involves 2 or more teachers and all other factors distinguishing those teachers from each other are equal.
- F. If a teacher petitions for nullification of the teaching certificate or any endorsement, the teacher must promptly provide written notice of that petition to the Superintendent's office.
- G. A "transfer" shall be defined as either a voluntary or involuntary change in a teacher's position to another teacher position. A teacher may, by April 1 of a school year, request a transfer for the subsequent school year by submitting written notice to the Human Resources Director or designee.
- H. The Superintendent or designee has discretion to involuntarily transfer a teacher into a position for which they are certified or qualified for non-arbitrary or capricious reasons. Notice of an involuntary transfer of a

teacher shall be provided to the teacher and Association President with the reasons for the transfer.

# Article 10 – Paid Leaves Not Deducted from Sick Leave

#### A. <u>Personal Business Day</u>

- 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. <u>Association Days</u>. 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. <u>Arbitration Days</u>. 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, shall be released from their regular duties at no loss of pay, provided the Association pays the cost of substitute teachers.
- D. <u>**Court Related Appearances**</u>: 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 11 -- 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) year, 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 workday 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 workday 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 12 -- 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 13 – Evaluation of Teachers**

- A. Teachers will be evaluated pursuant to a performance evaluation system consistent with the Revised School Code Section 1249 and the Teachers' Tenure Act. This performance evaluation system will include the following:
  - 1. A year-end process that meets statutory standards with timely and constructive feedback;
  - 2. An evaluation tool that incorporates components required by law including:
    - a. Locally agreed-on student growth and assessment data or student learning objectives, as defined by Revised School Code Section 1249 that have been negotiated with the Association by October 31 of each year. If consensus is not reached by October 31, then the metric utilized the preceding school year will be utilized for the current school year; and
    - b. The teacher's performance.
  - 3. An individualized development plan (IDP) with measurable performance goals developed by the evaluator in consultation with the teacher and recommended training, coaching, professional development, or resources designed to improve the teacher's effectiveness for:
    - a. all probationary teachers;
    - b. teachers rated developing, needs support, or
    - c. at the administrator's discretion when performance deficiencies are noted. To the extent alloweable by law, the District will notify a teacher of complaints that might lead to discipline.
    - 4. Classroom observations. All of the following apply to these classroom observations:
      - a. A classroom observation must include, at a minimum, a review of the teacher's lesson plan for the day of the observation, the state curriculum standard used in the lesson, and a review of pupil engagement with the lesson.
      - b. The items described above must be discussed during a post-observation meeting between

the teacher and the school administrator conducting the observation, with appropriate written feedback provided no later than thirty (30) calendar days after the observation occurred.

- c. A classroom observation must be at least 15 minutes but does not have to be for an entire class period. There must be at least two (2) classroom observations of a teacher in each school year that the teacher is evaluated.
- 5. If required by law, a mid-year progress report which aligns with the teacher's individualized development plan, including specific performance goals developed by the evaluator in consultation with the teacher, and any recommended professional development, training, coaching, or resources identified by the evaluator that would assist the teacher in meeting their performance goals.
- 6. A year-end performance evaluation rating, of effective, developing, or needing support. Feedback concerning the evaluation must be provided, in writing, to the teacher being evaluated.
  - a. A teacher must not be assigned an evaluation rating and must be designated as unevaluated for a school year if any of the following apply to the teacher:
    - 1. The teacher worked less than sixty (60) days in that school year.
    - 2. There are extenuating circumstances and the teacher and the Board agree to designate the teacher as unevaluated because of the circumstances.
  - b. If a teacher does not receive a written evaluation and rating, the teacher's rating from the school year immediately before the designation must be used.
- 7. An individualized development plan (IDP) with measurable performance goals developed by the evaluator in consultation with the teacher, including recommended training, coaching, professional development or resources designed to improve the teacher's effectiveness for:
  - a. All probationary teachers;
  - b. Teachers rated developing, needs support; or
  - c. At the administrator's discretion when performance deficiencies are noted. To the extent allowable by law, the District will notify a teacher of complaints that might lead to discipline.
- B. Tenured teachers rated as highly effective or effective on the three (3) most recent consecutive year-end evaluations may be evaluated triennially (every third year thereafter). If a teacher on a triennial track is not rated as effective on one of the triennial year-end evaluations, the teacher must receive year-end evaluations. If a teacher on a on a triennial track exhibits performance deficiencies and is placed on an IDP, or transfers to a new position, the Superintendent may choose to move the teacher to annual evaluations.
- C. Year-end evaluations for teachers shall be completed at least five (5) business days before the end of the school year. It is understood that the data component can only be factored at the conclusion of grades being entered at the end of the school year and may take additional time to include in a final rating.
- D. A district provided mentor for teachers rated developing or needing support or as required by law;
- E. Opportunity for a tenured teacher rated needing support on a year-end evaluation to request a review consistent with the Revised School Code Section 1249 including:
  - 1. A review of the evaluation and the rating by the Superintendent.

- 2. If the Superintendent's review does not resolve the matter, mediation through the Michigan Employment Relations Commission (MERC)
- 3. If a tenured teacher receives two (2) consecutive ratings of needing support, the teacher may use the grievance procedure through arbitration.
- 4. A probationary teacher cannot challenge any aspect of the negotiated evaluation process, including observations, the IDP, the mid-year performance review, or their assigned rating.
- F. Use of the Charlotte Danielson Framework for Teaching evaluation tool, which has been approved by MDE and is in compliance with Revised School Code Section 1249 and corresponding regulations with:
  - 1. Website posting of required information for the Charlotte Danielson Framework for Teaching evaluation tool; and
  - 2. Training on the Charlotte Danielson Framework for Teaching evaluation tool for teachers and evaluators as required by law. After the 2024-2025 school year, this annual Danielson training can be limited to any new teachers and evaluators hired.
- G. If a tenured teacher is rated ineffective or needing support on three (3) consecutive year-end evaluations, the teacher shall be discharged consistent with due process under the Teachers' Tenure Act. The District is not precluded from discharging a teacher at other times as provided by the Act.

### **Article 14 -- 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 15 -- 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 ( $\frac{1}{2}$ ) 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 workdays will not exceed the number of work days in Article 14(B).

### Article 16 – Reductions in Personnel, Layoff and Recall

- A. Acting within the approved budget, the Superintendent is responsible for establishing the number and nature of teaching assignments to implement the approved curriculum. If the Superintendent determines that insufficient funds are budgeted for the existing classroom teaching staff or that a reduction in classroom teaching staff is necessary due to program, curricular, or other operational considerations, the Superintendent will recommend to the Board the classroom teaching positions to be reduced.
- B. Reduction in force and recall decisions must be made based on teacher effectiveness criteria established in Revised School Code Section 1249 and this Article.
- C. Decisions about the reduction and recall of teachers will be guided by the following criteria:
  - 1. Retaining the most effective teachers who are certified (or otherwise approved or authorized) and qualified to instruct the course within the curriculum, academic level(s), departments, and school schedule(s). A probationary teacher rated as "effective" (or highly effective) on the teacher's most recent annual year-end performance evaluation is not subject to displacement by a tenured teacher solely because the other teacher is tenured under the Teacher's Tenure Act.
  - 2. Teachers must be properly certified, approved, or authorized for all aspects of their assignments. The teacher's certification, authorization, or approval status will be determined by the Revised School Code, MDE's Teacher Certification Code, MDE's Rules for Special Education Programs and Services, and other applicable statues and regulations; and based on documentation on file with the Superintendent's office.
  - 3. A teacher must maintain valid certification, approval, or authorization, as applicable, and is responsible for filing a copy of the certificate, approval, or authorization with the Superintendent's office in compliance with Revised School Code Section 1532.
  - 4. If a teacher petitions for nullification of the teaching certificate or any endorsement, the teacher must promptly provide written notice of that petition to the Superintendent's office.
  - D. In addition, teachers must be fully qualified for all aspects of their assignments, as determined by the Board, based on documentation on file with the Superintendent's office, including:
    - 1. Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;
    - 2. Credentials needed for District, school, or program accreditation;

- 3. District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the teacher's effectiveness in that assignment and is integrated into instruction;
- 4. Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;
- 5. Disciplinary record, if any;
- 6. Length of service in a grade level(s) or subject area(s);
- 7. Recency of relevant and comparable teaching assignments;
- 8. Previous effectiveness ratings;
- 9. Punctuality and habitual use of unexcused days not protected by FMLA, ADA, or other state or federal law;
- 10. Rapport with colleagues, parents, and students;
- 11. Ability to withstand the strain of teaching;
- 12. Compliance with state and federal law.
- E. Teachers must provide the District with current information and documentation supporting the teacher's certification and qualifications.
  - 1. Reduction and recall decisions will be based on the teacher's certification and qualifications in the District's records at the time of the decision.
  - 2. A laid off teacher must maintain current contact information (address, phone, and email address) with the Superintendent's office.
  - 3. Failure to maintain current contact information may negatively impact the teacher's recall.
- F. Length of service within the District will be used as a tiebreaker for layoff decisions if a teacher layoff decision involves two or more equally qualified teachers. Teacher reductions and recalls are by formal Board action.
- G. Before the Board authorizes a teacher reduction, the Superintendent or designee will notify, in writing, the affected teacher of an opportunity to respond, either in person or in writing, to the proposed reduction.
- H. The Superintendent or designee will provide written notice of reduction in force or recall decisions to each affected teacher and Association.
- I. A teacher's length of service with the District as a teacher or tenure under the Teacher's Tenure Act will not be the sole factor in reduction in force and recall decisions.
- J. Teacher reduction in force decisions will be implemented by the following:
  - 1. If 1 or more classroom teaching positions are to be reduced, the Superintendent will first identify the academic level(s) or department(s) affected by the reduction. Among those teachers who are certified, approved, or authorized and qualified to instruct the remaining curriculum within the affected academic level(s) or department(s), selection of a teacher(s) for reduction in force will be based on the factors set forth in this Article.

- 2. Teachers within the affected academic level(s) or department(s) who are certified and qualified for the remaining positions will be retained consistent with the factors set forth in this Article.
- 3. When a classroom teaching position is identified for reduction and there exists a concurrently vacant classroom teaching position for which the teacher in the position to be reduced is both certified and qualified, and the teacher has received an overall rating of at least effective on that teacher's most recent year-end performance evaluation, that teacher may be assigned to the vacant position consistent with this Article unless the Superintendent or designee determines (based on non-arbitrary or capricious reasons) that the District's educational interests would not be furthered by that assignment.
- 4. If more than one teacher whose position has been identified for reduction is certified and qualified for a concurrently vacant classroom teaching assignment, the Superintendent or designee will fill the vacancy consistent with this Article, unless the Superintendent determines (based on non-arbitrary or capricious reasons) that the District's educational interests would not be further by that assignment.
- 5. If the reduction or recall decision involves more than one teacher and all other factors distinguishing those teachers from each other are equal, seniority (as established by the most recent seniority list for the bargaining unit to which the teachers belong or, if non exists, the District's records) will determine preference for reduction or recall.
- 6. At least 30 calendar days' notice of reduction in force will be provided to the teacher and Association, absent extenuating circumstances.
- K. Teacher Recall Process
  - 1. A teacher is eligible for recall under this Article for 24 months from the date the District implemented the reduction in force.
  - 2. The Superintendent will first identify the academic level(s) or department(s) where a teaching vacancy exists.
  - 3. Before or in lieu of initiating the recall of a laid-off teacher, the Superintendent may reassign teachers to fill vacancies in accordance with this Article.
  - 4. After or in lieu of any reassignment of existing teaching staff, the Superintendent may take the following action to fill a vacancy: Recall the laid off teacher who is certified and qualified for the vacancy, provided the teacher was rated at least effective. If more than one laid-off teacher is certified and qualified for recall to a vacant teaching assignment, the Superintendent or designee will fill the vacancy consistent with this Article.
  - 5. The Superintendent or designee will provide written notice of the Board's recall decision to any recalled teachers and will establish the time within which a teacher must accept recall to preserve the teacher's employment rights.
  - 6. A laid-off teacher who is recalled and fails to accept recall by the time designated in the recall notice, or who does not report for work by the deadline specified in the recall notice after filing a written acceptance of recall with the Superintendent, will forfeit all rights to recall and continued employment unless the Superintendent, in the Superintendent's sole discretion, has extended the time limit in writing.

# **Article 17-- 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.
- C. 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/conference 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 (186 days for first year employees), 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 thirty-five dollars (\$35) 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.
- 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 paycheck(s) and any remaining balance is due within seven (7) business days of separation to the Business Office.

## **Article 18 -- 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	Blue Cross Blue Shield PPO-SB HAS \$1,600/\$3,200 in network annual deductible (out of network \$3,200/6,400 annual deductible), 3-tier prescription drug \$10/\$40/\$80 retail (in-network pharmacy) and preferred specialty (both 30-day supply and mail order (90-day supply) \$20/\$80/\$160
Long Term	The deductibles will be increased during the term of the agreement if required by Internal Revenue Service Regulations.
Disability	66 2/3% of maximum eligible salary maximum monthly benefit \$5,000 maximum monthly salary \$7,500 90 calendar day modified fill <b>no cola</b> mental/nervous (same as other illnesses) drug/alcohol (same as other illnesses) <b>5% minimum payout</b> <b>pre-existing limits waived</b> family social security offset <b>no survivor income</b> <b>freeze on offsets</b> no educational supplement <b>2-year own occupation</b>
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	\$1,750.65
Employee and Spouse and Employee and Child	\$1,342.42
Single	\$641.90

The above rates will be replaced effective July 1, 2025 with the subscriber rates authorized by the Michigan Treasury Department under Section 3 of the Publicly Funded Health Insurance Contribution Act for medical plan benefit years beginning on or after January 1, 2025; and replaced again if necessary effective on July 1, 2026 for medical plan benefit years beginning on or after January 1, 2026; and replaced again if necessary effective July 1,2027 for medical plan benefit years beginning on or after January 1, 2027.

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 employee's 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, however, the teacher shall not be eligible for the cash in lieu of enrollment in the hospitalization plan.
- 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 19 -- 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 20 -- 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/herself, 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 eyeglasses, 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 21 – 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 22 -- Professional Grievance Procedure**

Except as provided below, an alleged violation of this Article is not subject to arbitration in the grievance process. The two exceptions are as follows: (a) Probationary teachers cannot grieve any matters related to placement, layoff/recall, evaluations, or discipline. (b) An Arbitrator shall have jurisdiction to consider a grievance filed by a tenured teacher who receives two (2) consecutive ratings of "Needing Support."

- 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 23 -- 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 24 -- 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 25 -- 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 lawsuit in a court of competent jurisdiction contesting the action of an emergency manager.

Teachers shall report their unavailability for work when the absence is attributable to sicknesses I. 1. 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 26 – Shared Time Teaching**

Any teacher interested in shared-time teaching must notify the Superintendent's Office in writing by the end of March. Such requests will be reviewed on a case-by-case basis. If the Superintendent intends to authorize the shared-time teaching assignment, the Superintendent may do so and provide notification to the respective teacher and the Association President of the terms and conditions of the shared-time teaching assignment.

# **Article 27 -- Duration of Contract**

THIS AGREEMENT shall be effective upon ratification by the parties and shall continue in effect until the 30th day of June 2027.

THIS AGREEMENT shall not be extended orally, and it is expressly understood that it shall expire on the date indicated. The OEA will accept that other than the wages and benefits identified in the existing Contract for the Contract term and ratified extension, there shall be no material increase in wages or benefits unless ratified by both parties. Upon expiration of the existing Contract and ratified extension, the bargaining unit members shall not receive longevity, lane, or step increases, or increased benefits, upless pressly ratified by both parties.

#### **Oscoda Education Association**

Kathy Erickson Kathy Erickson, President

Matt Hinckley Dave Beauchamp Michelle Harger Anne Negro

# Oscoda Board of Education

Signed by:

Anthony Ommani, President

Dr. Don Ellis III, Vice-President Mary Reitler, Secretary Tim Kellstrom, Treasurer Kathy Kent, Trustee William Gaines, Trustee Sharon Savage, Trustee

# Appendix A - Oscoda 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.

a.	D.		EDGD	BUD
Step	BA	MA	EDSP	PHD
1	\$42,298	\$45,096	\$47,601	\$49,529
1.5	\$46,613	\$49,656	\$52,640	\$54,455
2	\$47,810	\$50,902	\$53,728	\$55,732
2.5	\$49,004	\$52,138	\$55,040	\$57,007
3	\$50,197	\$53,383	\$56,351	\$58,280
3.5	\$51,394	\$54,626	\$57,659	\$59,557
4	\$52,590	\$55,868	\$58,967	\$60,830
4.5	\$53,783	\$57,107	\$60,281	\$62,107
5	\$54,980	\$58,350	\$61,587	\$63,384
5.5	\$56,178	\$59,593	\$62,798	\$64,657
6	\$57,370	\$60,832	\$64,209	\$65,934
6.5	\$58,568	\$62,078	\$65,521	\$67,210
7	\$59,763	\$63,321	\$66,828	\$68,485
7.5	\$60,956	\$64,560	\$68,139	\$69,761
8	\$63,981	\$67,736	\$71,494	\$73,123
8.5	\$65,213	\$69,012	\$72,843	\$74,437
9	\$66,440	\$70,288	\$74,190	\$75,753
9.5	\$67,674	\$71,567	\$75,535	\$77,062
10	\$69,901	\$73,905	\$78,004	\$79,515
13	\$71,999	\$76,121	\$80,342	\$81,898
17	\$73,537	\$77,745	\$82,057	\$82,696
20	\$75,007	\$79,300	\$83,698	\$84,350

#### 2025-2026 (3.53%)

Step	BA	MA	EDSP	PHD
1	\$43,791	\$46,687	\$49,281	\$51,277
1.5	\$48,259	\$51,409	\$54,498	\$56,377
2	\$49,498	\$52,698	\$55,625	\$57,700
2.5	\$50,734	\$53,978	\$56,983	\$59,019
3	\$51,968	\$55,268	\$58,341	\$60,337
3.5	\$53,209	\$56,554	\$59,694	\$61,659
4	\$54,447	\$57,840	\$61,048	\$62,977
4.5	\$55,681	\$59,123	\$62,409	\$64,299
5	\$56,920	\$60,409	\$63,761	\$65,622
5.5	\$58,162	\$61,697	\$65,015	\$66,939
6	\$59,395	\$62,980	\$66,476	\$68,262
6.5	\$60,635	\$64,269	\$67,834	\$69,582
7	\$61,872	\$65,556	\$69,187	\$70,903
7.5	\$63,108	\$66,839	\$70,545	\$72,223
8	\$66,239	\$70,127	\$74,017	\$75,704
8.5	\$67,515	\$71,448	\$75,414	\$77,065
9	\$68,786	\$72,769	\$76,808	\$78,427
9.5	\$70,063	\$74,094	\$78,202	\$79,782
10	\$72,369	\$76,514	\$80,757	\$82,322
13	\$74,540	\$78,809	\$83,178	\$84,789
17	\$76,133	\$80,489	\$84,953	\$85,615
20	\$77,655	\$82,099	\$86,652	\$87,328

### 2026-2027 (3.53%)

# **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.

<u>Section I:</u> Steps are to be commense Athletic Director	Steps	2025-2026 (3.53%)	2026-2027 (3.53%)
HEAD	1	\$3,027	\$3,134
Football	2	\$3,860	\$3,996
Boys' Basketball	3	\$4,446	\$4,603
Girls' Basketball	4	\$5,028	\$5,206
Wrestling	5	\$5,275	\$5,461
Boys' Swimming	6	\$5,525	\$5,720
Girls' Swimming	7	\$5,777	\$5,981
Volleyball			
Boys' soccer			
Girls' soccer			
HEAD	Steps	2025-2026 (3.53%)	2026-2027 (3.53%)
Baseball	1	\$2,593	\$2,685
Boys' Track	2	\$2,768	\$2,866
Girls' Track	3	\$3,186	\$3,298
Competitive Cheer	4	\$3,602	\$3,729
Cross Country	5	\$3,781	\$3,914
Girls' Softball	6	\$3,961	\$4,101
Strength/Conditioning Coach (Fall, Winter, Spring, Summer)	7	\$4,137	\$4,283
JH/SH Choir Director			
HS Band			
HEAD	Steps	2025-2026 (3.53%)	2026-2027 (3.53%)
JV Football	1	\$2,216	\$2,294
JV Boys' Basketball	2	\$2,368	\$2,451
JV Girls' Basketball	3	\$2,725	\$2,821

Freshman			
JV	7	\$1,560	\$1,615
Varsity	6	\$1,492	\$1,545
Winter	5	\$1,423	\$1,473
Freshman	4	\$1,358	\$1,406
JV	3	\$1,200	\$1,242
Varsity	2	\$1,045	\$1,081
Fall	1	\$1,040	\$1,077
HS Cheerleading	Steps	2025-2026 (3.53%)	2026-2027 (3.53%)
	,		
	7	\$3,120	\$3,231
MS Football	6	\$2,983	\$3,088
National Honor Society/Interact	5	\$2,849	\$2,950
JH Girls' Basketball (8 <sup>th</sup> )	4	\$2,722	\$2,818
JH Girls' Basketball (7 <sup>th</sup> )	3	\$2,399	\$2,483
JH Boys' Basketball (8 <sup>th</sup> )	2	\$2,083	\$2,157
JH Boys' Basketball (7 <sup>th</sup> )	1	\$1,953	\$2,022
	Steps	2025-2026 (3.53%)	2026-2027 (3.53%)
Girls Bowling			
Boys Bowling			
Girls Soccer			
Boys Soccer			
Girls Track			
Boys' Track			
JV Football			
Frosh Football			
Wrestling			
Girls' Swimming			
Boys' Swimming			
Varsity Football (2)			
Assistant			
Yearbook			
JV Boys' Baseball			
JV Girls' Softball			
Frosh Girls' Basketball			
Frosh Boys' Basketball	7	\$3,544	\$3,669
Frosh Football	6	\$3,388	\$3,507
Frosh Volleyball	5	\$3,234	\$3,348

Fall			
Winter			
Senior Class Advisor			
Junior Class Advisor			
Sophomore Class Advisor (maximum step two)			
Freshman Class Advisor (maximum step two)			
Student Council Advisor			
	Steps	2025-2026 (3.53%)	2026-2027 (3.53%)
Middle School Volleyball	1	\$1,302	\$1,348
	2	\$1,432	\$1,482
	3	\$1,561	\$1,616
	4	\$1,691	\$1,750
	5	\$1,821	\$1,885
	6	\$1,949	\$2,018
	7	\$2,079	\$2,152
	Steps	2025-2026 (3.53%)	2026-2027 (3.53%)
Middle School Track	1	\$1,520	\$1,573
	2	\$1,670	\$1,729
	3	\$1,821	\$1,885
	4	\$1,972	\$2,042
	5	\$2,123	\$2,198
	6	\$2,275	\$2,355
	7	\$2,428	\$2,513

#### Miscellaneous

HS Band Camp ......Contract Extension

SIT/Curriculum Council \$35/hour

Posted work outside of work time (i.e. workshops) \$35.00 per hour

Posted Home Bound instruction outside of the work time will be paid at the rate of \$35 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	<ol> <li>Association</li> <li>Teacher</li> </ol>		
Building:	Assignment:	_		
Name of Grievant:	_Date Filed:	_		
<u>STEP I</u>				
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:	Data			
STEP II	Date:			
A. Date received by Superintendent or Designed	a.			
		_		
A. Disposition of Superintendent or Designee: _				
Signature:	Date:			
b. Toshon of Grevan and of Association.				
Signature:	Date:			
STEP III				
A. Date Received by Board of Education or Des	ignee.			
STEP III				
A. Date submitted to Arbitration:				
B. Disposition and Award of Arbitrator:				
Signature of Arbitrator: Date of Arbitrator's Decision:				

# APPENDIX E MENTORING SUMMARY REPORT

Mentor:	
Teacher:	
******	**********
	Monthly Meetings
September December	March
October January	April
November February	May
June	****
	acher/Mentor/Principal Consultation (if needed)
Topic:	Date:
Topic:	Date:
Topic:	Date:
First Semester Observation by mentor:	
Thist Semester Observation by mentor.	(in requested by probationary teacher)
(Class Name)     Date	
Second Semester Observation by mento	pr: (if requested by probationary teacher)
(Class Name) Date	
***********	
	Mentor/Teacher Activities
**************************************	************
Submitted by:	
Date:	
	(Mentor Signature)
Date:	
	(Teacher Signature)
Date:	
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(1) 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.

Name	Longevity Amount	
Erickson, Kathleen	\$1,723	
Simpson, Connie	\$ 271	

- 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.

Signed by: 11/18/2024

For the Board

Date

Signed by:	
kathy Erickson	11/18/2024
or the Association	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:

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

BA	MA	EdSp	<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  $(\frac{1}{2})$  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:

Kathleen Erickson	Karen Lopez	Michelle Harger
Connie Simpson	David Beauchamp	Mathew Hinckley

- 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.

Sianed by: Eatly Erickson F20055A310E14B3... For the Association 11/18/2024 11/18/2024 Date Date For the Board