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Master Agreement

between

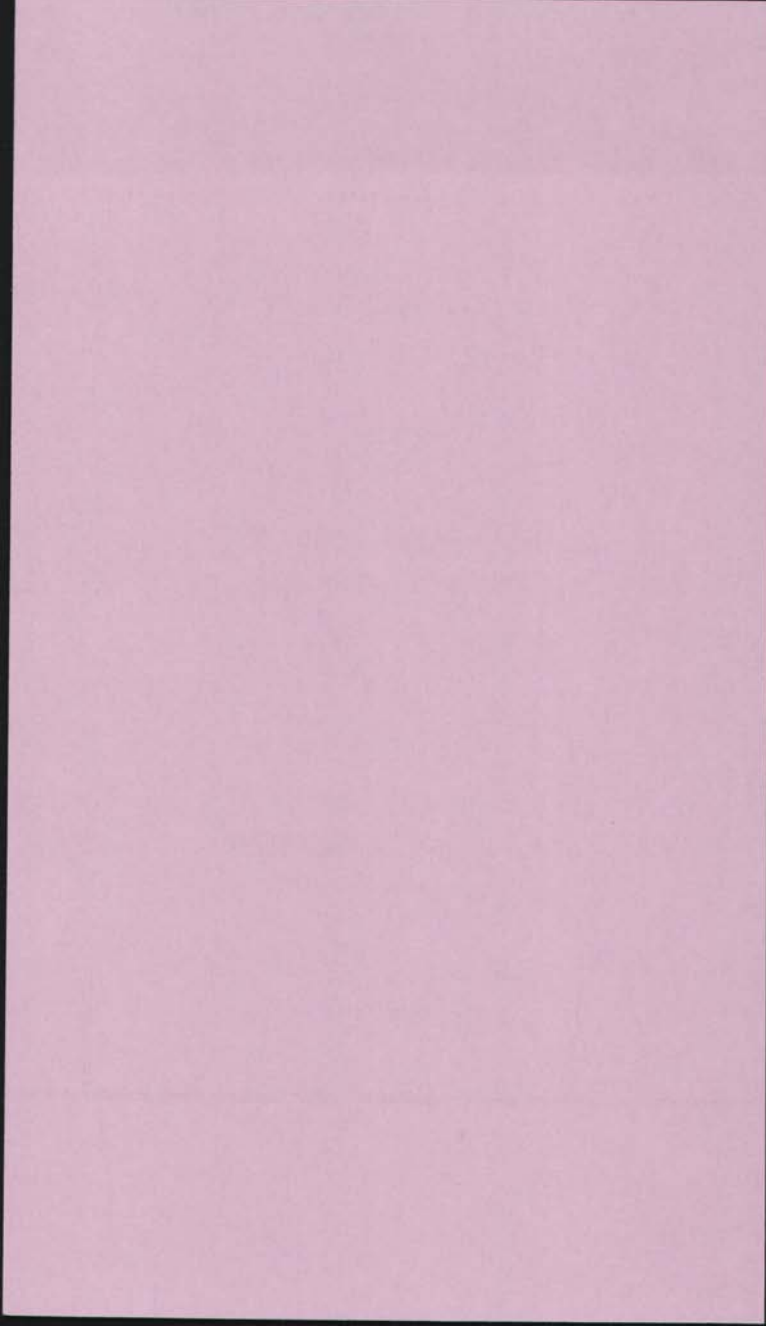
**Oscoda Area Schools
Board of Education**

and

**Oscoda Education
Association/MEA-NEA**

1996-1999

Oscoda Area Schools



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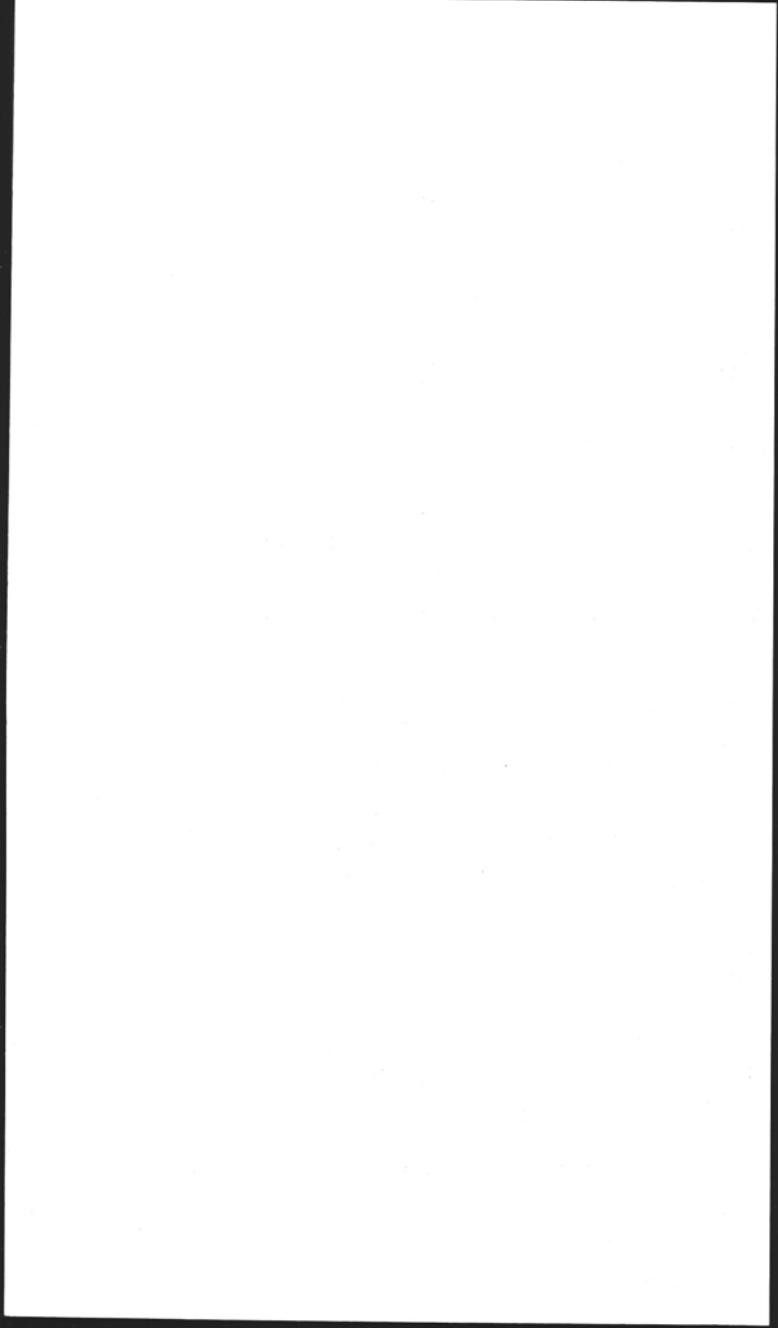


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Letter of Agreement

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

Purpose and Intent

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

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

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

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 379, Michigan Public Act of 1965, which amends Act 336 of Michigan Public Acts, 1947, to bargain with the Association as the representative of its teaching personnel

with respect to hours, wages, terms and conditions of employment; and

WHEREAS, the parties, following negotiations, have reached certain understandings which they wish to document and preserve, the Board and Association have agreed as follows:

Article 1 -- Recognition

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

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

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

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

Article 2 -- Association and Teacher Rights

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

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

Agreement with respect to any terms or conditions of employment.

- B. Nothing contained herein shall be construed to deny or restrict to any teacher the rights he/she may have under the Michigan School Code or other applicable laws and regulations.
- C. The Board shall install a bulletin board in a conspicuous place which shall be located in the teachers' area for their convenience. Such boards are to be used for general Association announcements and official Association business, only as long as notices of sanctions against any school district shall not be posted. The use of teacher mailboxes and school daily bulletins are permitted under this Agreement. The use of the daily bulletin, if put over the public address system, may be used only at the regular time of giving the daily bulletin.
- D. The Association shall have the right to use school facilities and equipment, upon written application, including typewriters, mimeograph machines, other duplicating equipment, 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 the reasonable cost of all materials and supplies incident to such use.
- E. The Board agrees to furnish the Association Representatives, in response to requests from time-to-time, reasonable information concerning the financial

resources of the district that is germane to collective bargaining, including annual financial reports and audits, registers of certified personnel, treasurer's reports, membership data, names and address of all teachers currently employed.

- F. The Board may consult with the Association on any new or modified fiscal, budgetary or tax program, construction, programs, or major revisions of educational policy which are proposed or under consideration, and the Association may be given opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication.

- G. The teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not an appropriate concern of the Board without just and reasonable cause.

- H. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin or ancestry, age, sex, marital status, or physical characteristics unrelated to job requirements. The Board and Association agree that it shall be a violation of this Agreement for the Board or Association to limit, segregate or classify any employee, which deprives or tends to deprive any teacher of employment opportunities or otherwise adversely affects their status as an employee.

1. In support of Board Policy #3362, Sexual Harassment/Intimidation, sexual harassment against or by bargaining unit members will not be tolerated in the district's employment practices. Sexual harassment for the purposes of this Article is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

1. Submission to the conduct is made either in explicit or implicit condition of employment;
2. Submission to or rejection of the condition is used as the basis for an employment decision affecting the harassed unit member; or
3. The harassment substantially interferes with a bargaining unit member's work environment or creates an intimidating, hostile, or offensive work environment.

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

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

Any bargaining unit member who is dissatisfied with the Board's response to the complaint of harassment, may file a grievance. When resorting to the grievance procedure would result in the accused harasser hearing the grievance, the grievance may be transmitted to the next step at the option of the grievant. The district assures employees that all complaints will be handled confidentially and shall be investigated without delay. In no event will the district permit or engage in retaliation of any kind against any employee who initiates a complaint.

- J. The Board specifically recognizes the right of its employees to appropriately invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such public agency.
- K. The Board shall make available in each school a lunchroom, restroom and lavatory facilities, exclusively for teacher use.
- L. Upon request of the Association, coffee, pop, soup and sandwich vending machines shall be installed in the teachers' lounge and lunchroom areas as space permits, at no cost to the District.

- M. Adequate off-street, paved parking facilities shall be provided and properly maintained and identified exclusively for teacher use whenever possible.
- N. Teachers shall not be required to work under unsafe or hazardous conditions, or perform tasks which endanger their safety, health or well-being.
- O. Teachers are expected to comply with reasonable rules, regulations and directions adopted by the Board or its representatives, which are not inconsistent with the provisions of this contract, provided a teacher may reasonably refuse to carry out an order which threatens his/her physical safety or well-being, or is professionally demeaning.
- P. A teacher shall be entitled to have an Association representative present while he/she is being interviewed by the Administration concerning actions that could lead to potential or actual disciplinary action, provided the teacher requests that such Representative be present. No interview will take place without the Association representative after the teacher has requested the presence of such representative.
- Q. No teacher shall be disciplined, reprimanded, dismissed, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such discipline, reprimand, reduction in rank, compensation or advantage, including adverse evaluation of teacher performance asserted by the Board or its representative thereof, shall be subject to the grievance procedure, hereinafter set forth. All information forming the basis for disciplinary action will be made

available to the teacher and the Association. This section shall not apply to the release of a first-year probationary teacher.

- R. Each teacher shall have the right, upon written request to the Superintendent, to review the contents of his/her own personnel file in the central office. An Association representative may, at the teacher's request, accompany the teacher in this review. A copy of any of the items shall be provided to the teacher upon written request and at the teacher's expense.

- S. Each teacher shall have an individual contract, signed by the teacher and the Board or its representative, within the first five (5) working days of each school year.

Article 3 -- Board Rights

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

Article 4 – Agency Shop and Payroll Deductions

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

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

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

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

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

The deduction of membership dues shall be made in equal amounts from the second paycheck each month beginning in September and ending in June each year, unless an alternative schedule is agreed upon by the Association and the business office. An updated list of teachers from whom the deductions have been made shall be submitted to the Association.

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

- C. Upon the submission of written authorization by the teacher to the business office, the Board shall also make payroll deductions to the Iosco School Employees Credit Union, to annuities and tax-deferred plans and other deductions available through the business office.

The number of annuity and tax-deferred plan companies will be limited to fourteen (14). If at any time there are less than fourteen (14) companies, a new company may be added provided a minimum of ten (10) signed authorizations for payroll deductions are submitted.

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

The Board further agrees to promptly remit teacher authorized payroll deductions for deposits into the Iosco School Employees Credit Union.

Deducted annuities and tax-sheltered plans shall be sent at the time of deduction to the teacher-requested companies.

Article 5 – Teaching Hours and Class Loads

- A. No teacher shall be required to spend more than seven (7) hours and fifteen (15) minutes per day at school. Each school day shall begin with zero hour. It is agreed that this time is intended for mutually agreeable professional purposes. These purposes include but are not limited to the following list: special education meetings, staff meetings, staff development, curriculum work, grade and department exchange of ideas, including any grade and/or department exchange between buildings.

- B. The normal weekly teaching load on an eight (8) period day in the junior and senior high schools will be thirty (30) teaching periods and ten (10) unassigned periods. The normal weekly teaching load on a six (6) period day in the junior [middle school] and senior high schools will be twenty-five (25) teaching periods and five (5) unassigned periods. Assignments to a supervised study period shall be considered a teaching period for purposes of this Article.

- C. All teachers shall be entitled to a thirty (30) minute minimum, duty-free, uninterrupted lunch period.

- D. Elementary teachers will be provided two (2) fifteen (15) minute relief periods each day. In addition, elementary teachers shall be provided a daily preparation time equivalent to the time when their students were to receive instruction from various teaching specialists.
- E. Teachers in all secondary disciplines and special areas shall be provided with relief and preparation/ conference time to the same extent as other teachers in the District.
- F. No departure from these norms, except in case of emergency, shall be made without prior consultation with the Association President. In the event of any disagreement between the representative of the Board and the Association, as to the need and desirability of such deviation, the matter may be processed through the grievance procedure hereinafter set forth.
- G. Daily preparation for effective teaching, correcting exam papers, themes, and similar activities, require many hours of application outside the classroom and add to the professional responsibilities of the teacher. In addition, demands are made for attendance at staff conferences, parent/teacher conferences, PTA/PTO meetings and the like, which demands can readily become excessive. If such meetings become excessive, they may be subject to the grievance procedure.
1. The Board and the Association agree that some supervisory responsibilities shared among the

teachers on an equitable basis are necessary at student functions.

2. These shall be apportioned on a voluntary basis as much as possible, but when necessary, shall be filled by appointment by the principal on the basis of previous participation.
3. When an assembly or similar function is scheduled during a period when the teacher is ordinarily occupied with classroom duty, the teacher shall attend the function in a supervisory capacity, shall be seated with the students, and shall aid with control and discipline of the student body. No teacher shall be required to supervise student activities during his/her lunch, prep or conference periods.
4. Under normal circumstances, staff meetings will be conducted within the time afforded under Article 5 (A). It is recognized however, that there may be infrequent URGENT or EMERGENCY situations that require the scheduling of staff meetings at other times.

Article 6 -- Exceptional Students

- A. The parties recognize that students having special physical, mental and emotional problems may require specialized classroom experience and that their presence in regular classrooms may interfere with the normal instructional program and place extraordinary and unfair 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 an IEP and other available teacher support has proven ineffective. Special attention will be given to reducing class size where these exceptional students are placed in a regular classroom.

B. Furthermore, the Board has agreed that every reasonable effort would be made to do as follows:

1. Distribute special education students on an equitable basis to classroom teachers.
2. Give consideration to class composition for placement of new enrollees.
3. Consider a mainstreamed child as part of the classroom count for the purpose of determining class size count and/or overload pay.

Article 7 -- Teaching Conditions

A. Because the student/teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered wherever possible, with the following maximums recommended:

- | | |
|-------------------------------|-------------|
| 1. Developmental Kindergarten | 19 students |
| 2. Kindergarten | 25 students |
| 3. Elementary grades (1-5) | 27 students |
| 4. Grade 6 | 28 students |

5. Special considerations:

- a. The district is to meet all state requirements under Public Act 192 for special education class size.
- b. The Board, upon making a request of the State Board of Education for a deviation from the rules, shall concurrently provide the Association with a copy of the request.

6. Secondary Grades:

a. English	29 students
b. Social Studies	29 students
c. General education	29 students
d. Math	29 students
e. Language	29 students
f. Business	29 students
g. Science (non-lab)	29 students
h. Science/math lab (5-12)	24 students
i. Industrial Arts	24 students
j. Drafting	25 students
k. Vocational Shops	24 students
l. Homemaking	24 students
m. Music	35 students
n. Art	25 students
o. Physical Education	40 students
p. Choir/Band (K-12)	from 35 to limit at discretion of Director
q. Computer Science Lab	Limit to number of Work Stations (Maximum of 28 students)

B. Elementary

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

C. Secondary

1. Whenever a teacher's total class load is exceeded by twenty (20), the administration and the Association's negotiations teams will meet to work

out a solution for the particular teacher(s) involved. Additional professional staff will be the first solution taken into consideration. *(Proportionate student load shall be recognized for those teachers who teach double period and lab classes.)*

2. It is understood that in the junior [middle school] and senior high schools, this overload payment shall be one dollar (\$1.00) per student, per class, per day dated back to the first day of violation, if said violation exceeds ten (10) working days. A penalty of one dollar and forty cents (\$1.40) per student, per day will be incurred when a teacher has five (5) or more students than the maximum listed above.

Article 8 -- Professional Qualifications and Assignments

- A. The employment of teachers by individual contracts, based on special certificates, is to be permitted only in cases of absolute necessity.
- B. Teachers shall not be assigned outside the scope of their teaching certificates and the current State and/or North Central Accreditation (NCA) guidelines.
- C. All teachers shall be given notice of their tentative schedules for the forthcoming year no later than the preceding first day of June. In the event changes in such schedules are proposed, all teachers affected shall be promptly notified and consulted. In no event will changes in a teacher's schedule be made later than the

fifteenth (15th) of August preceding commencement of the school year, unless as the result of layoffs, arbitration, reinstatement, or unforeseen enrollments in classes or sections. In each instance, the Association President shall be so notified.

- D. Any assignments, in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties enumerated in Appendix B, and summer school courses, shall not be obligatory, but shall be with consent of the teacher. In making such assignments, preference will be given to qualified tenured teachers who are regularly employed in the district.
- E. It is agreed that no teacher or counselor shall receive tenure in a specific position. Further, it is agreed that all individual contracts shall reflect that tenure in a specific position is withheld from any member of the bargaining unit.

Article 9 – Vacancies and Promotions

- A. Whenever a vacancy in any professional position in the district shall occur, including adult education, driver education, summer school courses, or special federal project(s), the Board shall publicize same by giving written notice of such vacancy to the teachers and providing for appropriate posting in every school building. No vacancy shall be filled on a temporary basis, except in case of emergency, until such vacancy shall have been posted for at least five (5) days.

- B. When a vacancy occurs in any professional position in the district during the summer months, it will be posted on the Central Office bulletin board for ten (10) days. A copy will be sent to the Association President at his/her summer vacation address, which address the President will have provided to the Superintendent prior to the last day of school. Applications should be in writing and addressed to the Superintendent.
- C. Applications in advance of a posting will be considered should such vacancy occur either during the year, or during the summer. This application should be renewed annually. Upon receipt of the application, a written acknowledgment will be provided to the applicant.
- D. During the summer months, if a vacancy is being considered, the Administration will notify those applicants having a valid application on file by sending such notification to the applicant's mailing address on file at school.
- E. After five (5) years of consecutive service in the special education department of the district, a teacher will be provided an opportunity to transfer to a regular classroom when a vacancy occurs for which that teacher is qualified.
- F. In filling a vacancy within the bargaining unit, the Board agrees to give weight to the professional background and attainments of all applicants, the length of time each has been in the district, and other relevant factors. The decision of the Board as to filling such vacancies, however, shall be final.

Article 10 – Sick Leave

A. Sick leave is not an insurance. It is a privilege. Any violation of the sick leave policy will result in leave without pay and forfeiture of all sick leave privileges. Reinstatement of sick leave privileges must be approved by the Board.

B. Sick Leave

1. Teachers shall accrue sick leave at the rate of twelve (12) days per school year, at the rate of 1.25 days per month with no accumulative limit.
2. In the event of retirement, a teacher may receive one-half ($\frac{1}{2}$) of his/her accumulated sick leave, not to exceed sixty (60) days. This payment shall be paid at the following daily rates:

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

At the teacher's request, payment will be made no later than June 15 of the year following retirement. Only teachers hired before October 22nd, 1997 will qualify.

3. Payment of accumulated sick leave will be made only to those teachers who became eligible for retirement under the State teacher's retirement law, or Article 32 of this Agreement. In case of death, one-half ($\frac{1}{2}$) of the accumulated sick leave, not to exceed sixty (60) days, will be paid to the beneficiary. The only sick leave that will be con-

sidered is that of the Oscoda Area Schools, except those teachers covered by MCL 380.176, governing special education programs. Should a teacher leave the system for other than approved absence, sick leave shall be terminated; should he/she return to the district, he/she must start over.

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

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

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

- a. Teachers needing additional family illness days to take care of illness may request, in writing to the Superintendent, use of additional family illness days to be deducted from sick leave, with the approval of the Superintendent.
2. For a major operation or surgery, the teacher will present the Office of the Superintendent with an affidavit from the doctor in charge to the effect the

surgery for which sick leave is being taken is not to correct an ailment of a chronic nature which should have been taken care of during the summer vacation.

3. In case of extended illness, medical certificates may be required periodically to establish the teacher's continued incapacity to return to duty.
4. A teacher who is absent frequently, for short periods of illness, may be required to visit a physician for a physical check-up. The Board reserves the right to require a doctor's certificate stating that the teacher's inability to work was due to illness.
5. If the teacher was not attended by a physician, the teacher's written statement showing satisfactory evidence of illness may be required by the teacher's supervisor.
6. Sick leave may be taken if there is a death in the immediate family of the teacher; the term "immediate family" meaning father, mother, spouse, children, sister, brother, sister-in-law, brother-in-law, mother-in-law, father-in-law, grandparents and grandchildren.
7. When evidence does not justify approval of sick leave, the absence may be charged as absence without leave and may be deducted from the normal pay of the teacher.

8. Family illness (terminal/serious). When a member of a teacher's family is stricken by a terminal or serious illness, the teacher may use up to four (4) days per year, deducted from sick leave, to take care of all arrangements for care of said family member. Family member is defined in paragraph 6 above. Verification for need of the above day(s) of leave should be submitted as soon as reasonably possible by the attending physician. If additional days are required, the teacher will make a request to the Superintendent.
- D. Injuries incurred on-the-job are covered under the Worker's Compensation Act. This includes medical bills and compensation for time lost on-the-job, as well as death benefits. Upon completion of the accident report, and after the teacher has been out-of-work seven (7) consecutive days, compensation is paid. The teacher shall report that amount of his/her compensation check to the Board. He/she will then receive the difference between his/her regular pay and the compensation check until his/her accumulated sick leave time is used. Thereafter, he/she will receive only compensation pay.
 - E. During October and April of the school year, each teacher shall be furnished with a statement of his/her sick leave credit under this Article.

Article 11 -- Sick Leave Bank

- A. All members of the certified teaching staff shall assign one (1) sick day per year to a Central Sick Leave Bank.

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

- G. If it appears that a teacher is abusing Central Sick Leave Bank policy, the committee may direct said teacher to be examined by two (2) doctors of the committee's choosing to determine if the illness is valid.

Article 12 -- Personal Business Days, Association Days and Arbitration Days

A. Personal Business Days

1. Two (2) days leave-of-absence, not deducted from sick leave, to transact personal business when the teacher is unable to transact such business except on a workday. 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. The parties mutually agree that these days will not be used as vacation or recreation.
2. Pre-scheduled appointments to go to the doctor or dentist will be considered as personal business days.
3. Teachers needing additional personal business days to take care of business that cannot be handled at any other time, may request in writing from the Superintendent, the use of additional personal business days, to be deducted from sick leave, with approval of the Superintendent.

- B. **Association Days**. Association members shall be released for the purpose of attending Association meetings at no loss of pay, not to exceed a total of

twenty-five (25) days per year. These days shall not be used for arbitration hearings. Release time is predicated on the availability of substitute teachers. No more than four (4) Association members may be released at the same time.

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

Article 13 -- Sabbatical Leave

- A. After seven (7) years of service with the district, all fully certified teachers become eligible for up to one (1) full year of leave at one-half ($\frac{1}{2}$) pay or one-half ($\frac{1}{2}$) year of leave at full pay. The purpose of the leave must be to attend school or other self-informative programs.
- B. No more than two (2) members of the teaching staff may be on leave under this proposal at any one time.
- C. With his/her application for a sabbatical leave, the teacher shall file an outlined program for the period requested for leave. This plan shall be indicated on an attached statement and shall include details for study resulting in university credit in an approved college, university or technical school, related to the teacher's present teaching field. Also included in the plan shall be the reason why such leave would be of benefit and

advantage to the district. A sabbatical leave for reasons not covered above, upon request by a teacher, may be granted when it would be in the best interest of the district.

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

Article 14 -- Unpaid Leaves of Absence

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

U.S. Armed Forces. Upon return from leave, the teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such leave period.

- D. A leave of absence, up to two (2) years, may be granted by the Board to any teacher, upon application, for personal reasons. Upon return from such leave, the teacher shall be placed on the next step of the salary schedule. Leave time shall not be counted on the salary schedule.
- E. A leave of absence, up to two (2) years, may be granted to a teacher, upon application, for the purpose of serving as an officer of the Association, its parent organization, or on its staff. A teacher returning from leave provided in this paragraph shall be placed on the next step of the salary schedule.
- F. A leave of absence, not to exceed four (4) years, shall be granted to any teacher, upon application, for the purpose of campaigning for or serving in public office. A teacher returning from leave provided in this paragraph shall be placed on the next step of the salary schedule.

Article 15 -- Teacher Evaluations

- A. Probationary teacher evaluations will be made a minimum of two (2) times during the school year before March 1. The second evaluation will state that he/she will/will not be recommended to the Superintendent for re-employment at this time for the next school year.

A teacher whose second evaluation states that he/she is recommended for re-employment will require no additional evaluation for the year and will know that the principal will recommend him/her for rehiring.

If the second evaluation states that he/she is not recommended at this time, the teacher will be evaluated a third time prior to the date established in the Michigan Teacher's Tenure Act for notification of re-employment to teachers. The additional evaluation will provide a probationary teacher the opportunity to improve his/her teaching methods in order to be acceptable and satisfactory to the district. Additional evaluations may be needed at the discretion of the principal or his/her designee.

- B. Tenured teachers shall be evaluated at least one (1) time every two (2) years.
- C. All evaluations shall be conducted by the teacher's building principal, assistant principal, or other full-time administrator assigned by the Superintendent. Teachers should be notified of formal observation before their observation begins, i.e., *"This is your formal evaluation."*
- D. Each observation shall be made in person for a minimum of thirty (30) consecutive minutes. All monitoring or observation of the performance of a teacher shall be conducted openly and with full knowledge of the teacher.

- E. A personal interview will be held within two (2) working days after a formal observation. Two (2) copies of the written evaluation shall be submitted to the teacher within ten (10) days after the interview, one to be signed and returned to the administrator within ten (10) days, and the other to be retained by the teacher.

It is expressly understood that all written evaluations will be in the hands of those teachers no later than the fifteenth (15th) day of May each year.

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

- F. A copy of the evaluation shall be furnished to the teacher. If it contains any information not previously made known to the teacher and discussed with him/her, the teacher shall have an opportunity to submit additional information to the Superintendent.
- G. In the event a first-year probationary teacher is to be released, he/she shall be notified by April 1. The teacher has two (2) weeks in which to request a hearing with the Board. This hearing shall be private or public, at the discretion of the teacher, and the teacher shall be entitled to representation by the Association. The teacher shall have the right to refute any claims or evidence presented. Within two (2) weeks, the teacher shall be notified of the official action of the

Board. The decision of the Board will be final and not subject to the grievance procedure.

- H. In the event a teacher is not continued in employment after the first year of probation, he/she shall be advised of the reasons thereof in writing, with a copy being sent to the Association and a hearing provided when requested. A teacher shall have the right to process a grievance through the Procedure provided in this agreement.

Article 16 -- Professional Improvement

- A. The parties support the principle of continual training of teachers, participation by teachers in professional organizations in areas of their specialization, leaves for work on advance degrees or special studies, and participation in community education projects.
- B. The Board shall pay for required textbooks, fees, tuition and other college-imposed expenses except room, board or travel for any teacher who the Board asks to attend school for the benefit of the school district or school curriculum.
- C. The Board agrees to provide, upon application, when approved by the administration, the necessary funds for teachers who desire to attend select professional conferences and committee meetings of the Michigan Department of Education. Travel, meals, lodging and registration fees, as well as the cost for a substitute teacher needed to relieve the participant, shall be deemed appropriate expenses of the Board. A teacher attending such conference(s) and meeting(s) shall be

granted sufficient leave time to attend without loss of compensation. Teachers will, upon request, submit a written report regarding such conferences.

- D. At the request of the Association, with the Board's approval and on the Board's initiative, arrangements shall be made for after-school courses, workshops, conferences and programs designed to improve the quality of instruction. Every effort will be made to obtain people of the highest qualifications to participate in the presentation of such programs. All teachers desiring to attend shall be allowed to do so.
- E. Whenever the Board contracts (provide books, fees, tuition) courses within the system whereby teachers can obtain credit which would be applied toward an advance degree, and the teacher elects to take such courses when conducted on school premises, these classes shall not be used to qualify for the additional ten dollars (\$10.00) credit provided under Article 21.

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

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

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

Article 17 -- Maintenance of Standards

The general standards shall be maintained at the level in effect in the district at the time this Agreement is signed, provided such conditions shall be improved for the benefit of teachers, as required by express provisions of this Agreement. This does not imply that cut-backs in various areas, in case of lack of funds, cannot be introduced by the Board. This Article shall not restrict the Board in making assignments to the limits stated in Article 7 (Teaching Conditions), or in making necessary administrative adjustments within the established criteria throughout the school system.

Article 18 -- Reduction in Personnel

- A. In the event it becomes necessary for the Board to reduce the present staff, the following procedure shall be applied in determining which teachers shall be reduced from the system.

- B. The administration shall confer with the Association to discuss the implications of said reduction.**
- C. Layoffs shall be determined by the administration, and the staff shall be notified by June 1 each year. These layoffs and any layoffs resulting from circumstances not known until after June 1, shall be determined by the procedures established below.**
- D. The lowest seniority teacher in the district shall be laid off, provided the remaining teachers meet the following criteria to teach whatever program is established by the Board.**
- 1. Probationary employees will be laid off first where any teacher who has acquired tenure and whose position has been curtailed, is certified to perform the services of the probationary teacher. Probationary teachers shall be laid off according to the following:**
 - a. Seniority**
 - b. Certification and endorsement**
 - 2. In the event tenured teachers must be laid off, lay-off will be based on the following:**
 - a. Seniority**
 - b. Certification and endorsement**
 - 3. Teachers shall not be assigned outside the scope of their teaching certificate and the current State and/or NCA guidelines.**

- E. Teachers claiming additional certificate endorsements, majors, and/or minors, shall submit evidence to the administration by April 1 each year.
- F. Teachers shall be recalled in accordance with the above provisions in reverse order of layoff.
- G. Seniority shall be determined by the teacher's initial hiring date of continuous employment in the district. In the event two (2) or more teachers have the same date of hire, seniority shall be determined by the earlier date of application.
- H. The place of residency shall not be valid criteria in determining layoff and recall.
- I. A seniority list shall be compiled and updated annually, and a copy shall be furnished to the Association.
- J. Prior to making a recommendation to the Board, the administration shall give the Association notice of proposed layoffs, and a meeting shall be held with the Association representatives a minimum of ten (10) days prior to Board action. Administrative recommendations for layoffs will be presented at a Board meeting. Any teacher, upon receipt of official Board notification of layoff, will have fifteen (15) teacher attendance days in which to file a grievance. Grievances on layoffs during the summer months shall be measured in Central Office working days.

Article 19 – Continuity of Operations

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties have established a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this agreement. The Association, accordingly, agrees that it will not during the period of this Agreement, directly or indirectly engage in or assist in any strike, as defined in Section 1 of the Public Employment Relations Act.**
- B. The Board also agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice, as defined by Section 10 of the Public Employment Relations Act.**

Article 20 – School Calendar

- A. The school calendar for the second year of this Agreement is set forth in Appendix A. Subsequent year calendars shall be negotiated no later than April 1 each year.**
- B. The Board reserves the right to modify or expand the school calendar in reference to Act of God days only to achieve a minimum number of days and hours necessary to comply with the state's requirement to achieve**

full state aid. This would be done at no additional cost to the district.

- C. There shall be no deviation from or change in the school calendar except by full-faith bargaining of the Board and the Association.

Article 21 – Professional Compensation

- A. The basic salaries of teachers covered by this Agreement are set forth in Appendix B, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated periods.
- B. The salary schedule is based on one hundred-ninety (190) contracted days. With the exception of new teachers, to the Oscoda School District, whose salary schedule will be based on one hundred-ninety one (191) contracted days for their first year only. The teacher shall be paid an established amount for supervising extra-curricular activities of students according to the Extra-Curricular Salary Schedule in Appendix B of this Agreement.
- C. Teachers shall receive their paychecks in twenty-one (21) or twenty-six (26) equal installments paid every other Friday. When a scheduled payday falls within the days of a school vacation period, paychecks will be available on the day preceding the vacation period. If teachers wish to have summer paychecks mailed to them, they must leave an address in the payroll office for this purpose; otherwise, paychecks may be picked up in the payroll office on the designated date.

1. All teachers shall be given up to six (6) years credit on the salary schedule set forth in Appendix B for previous teaching experience in any school district accredited by a recognized agency.
 2. All teachers shall receive up to three (3) years credit for military service on the salary schedule set forth in Appendix B, provided, however, the teacher shall not receive more than six (6) years credit for any combination of military and said previous teaching experience, provided further that the above provisions shall not allow any teacher to collect back-pay benefits.
- D. For each semester hour of credit earned at an NCATE accredited college or university beyond the baccalaureate and/or masters degree, not to exceed fifteen (15) hours, whether earned prior or subsequent to employment by the Board, ten dollars (\$10.00) per hour shall be paid annually in addition to the teacher's base salary. The administration shall be notified by October 1 each year, in which case the teacher shall be paid from the start of the school year.
- E. If a teacher is working on an approved program towards a higher degree, the ten dollars (\$10.00) per hour shall be paid for thirty-five (35) semester hours. When the degree is attained, the teacher shall be placed on the appropriate salary schedule. The administration shall be notified by October 1 each year, in which case the teacher shall be paid from the start of the school year.

- F. The salary schedule is based on the regular school calendar, as set forth in Appendix B, and the normal teaching assignment as defined in this Agreement.
- G. Teachers given classroom assignments in excess of the number of assignments established in this Agreement shall be allowed a proportional increase in salary for the duration of the assignment. For Example: *1/6 pay increase for a six-period day; 1/5 pay increase for a five-period day, etc.*
- H. The daily schedule of a teacher shall be figured on a basis of one hundred-ninety (190) days of employment, or proration thereof, if the teacher does not teach the full year. This shall be used as criteria for measuring additions or deductions affecting the paycheck for lost work or extra work.
- I. Teachers involved in extra-duty assignments set forth in Appendix B, attached to and incorporated in this Agreement, shall be compensated in accordance with the provision of this Agreement without deviation.
- J. Teachers required, in the course of their work, to drive personal automobiles on school business shall receive a car allowance based on IRS regulations. If substantial increases in fuel costs occur, the parties shall meet and review the mileage allowance.
- K. Teachers required to supervise students outside the scope of a classroom assignment will be paid at the rate of ten dollars (\$10.00) per hour, or receive equal compensation time.

L. Commencing after completion of twenty-five (25) years of service in Oscoda Area Schools, teachers shall receive the following increase to their Appendix B yearly salary. This shall be applied retroactively to August 29th, 1996.

	<u>1996-97</u>	<u>1997-98</u>	<u>1998-99</u>
BA	\$1,787.00	\$1,814.00	\$1,846.00
MA	\$1,889.00	\$1,917.00	\$1,951.00
EdSp	\$1,994.00	\$2,023.00	\$2,059.00
PhD	\$2,033.00	\$2,063.00	\$2,099.00

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

M. Mentor teachers selected by the building administrator will receive an annual honorarium of \$250.00 for each full year. Willingness to accept the appointment to serve is subject to the mentor teacher's approval.

N. Professional Services Contracts

1. A teacher may apply to work and be paid at 75% of their per diem rate for up to 25 days (per fiscal year) in addition to the number of required teacher work days provided by the school year calendar. The work may include assignments determined by the administration or proposed by

the teacher (i.e. curriculum, staff development, and ...).

Interested teachers shall apply in writing to the Superintendent by April 1. Step 2 or 3 of the Appendix E attachment shall be completed in the instance of assignments proposed by the teacher and will be returned to the teacher within ten (10) working days after April 1.

2. Professional services contracts will set forth the assignment (s) expected to be completed, the number of work days and schedule of the work days. Up to a maximum of ten (10) contracts will be available in any one fiscal year.

The length of the work day shall be equal to the regular teacher work day during the respective fiscal school year.

The teacher must keep a work log with status reports to be issued to the Superintendent at the 1/3, 2/3, and completion points.

Payment will be made at the successful completion of the project.

3. Professional services contracts will be offered based upon curriculum needs of the district, the teacher's proposal, and years of school employment as credited in the teacher's signed individual contract.

4. The project selection procedure, for the professional service contract, shall not be subject to the grievance procedure.

Article 22 – Insurance Protection

A. The Board shall provide, without cost to the bargaining unit member, MESSA PAK for a full twelve (12) month period for the member and his/her entire family and any other eligible dependents as defined by MESSA. If a member becomes eligible for Medicare and elects Medicare in lieu of MESSA Super Care I protection, Medicare Part B premiums shall be paid on behalf of the bargaining unit member, spouse, and/or dependents. Sponsored dependents shall be considered eligible dependents for health insurance.

1. MESSA PAK Plan A for employees selecting health insurance:

Health	Super Care I (w/\$5.00 drug card effective January, 1998)
Dental	100x, 75s, 60, 75 \$1,500 annual max Class I & II \$1,900 life max Class III
Vision	VSP-3
Life	\$30,000.00 term life including AD & D

2. MESSA PAK Plan B for employees not selecting health insurance:

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

- B. In the event of a resignation by a bargaining unit member, the benefits in this article shall terminate on the first day of the month following the letter of resignation.**
- C. Removal of coverage for abortions as defined by the 1997 School Aid Act becomes effective on the ratification date of this master agreement (October 22nd, 1997).**

**Article 23 – Special and Student
Teaching Assignments**

- A. Assignments for adult education, driver education and summer school programs will be made by the Board on the basis of preference to tenured teachers who possess permanent teaching certificates and are regularly employed in the district during the normal school year. No teacher shall be required, without voluntary consent, to work a split shift or teach less than three (3) hours in any summer school program.**

- B. The Board agrees at all times to maintain an adequate list of substitute teachers.
- C. Teachers shall be informed of a telephone number they shall call by 7:00 a.m. to report unavailability for work. Failure to call or report unavailability before one (1) hour prior to the opening of school for the student day shall result in loss of pay for the teacher for the day.

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

Article 24 – Employer Support of Student Discipline and Teacher Protection

- A. 1. Since the teacher's authority and effectiveness in the classroom are undermined when students discover insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give respect to the maintenance of control and discipline in the classroom by the teacher. If a teacher feels there is not sufficient administrative support with a particular student, the teacher may take the individual case to the Building Discipline Committee (paragraph 2) for discussion with the principal and the committee. Areas to be discussed are:
- a. The extent discipline policies are being carried out by the teacher and principal.

- b. The assistance provided by the principal.
- c. The teacher's need for additional support.

2. In addition, committees will remain established at the building and district level to maintain procedures and policies for discipline. The committees will be composed of members from each building's staff and administration, as well as from Central Office.

B. Teachers may use such reasonable physical force as may be necessary for the following purposes, but shall not be obligated to risk their own safety to perform such function. The parties agree that use of physical force, as listed below, does not constitute corporal punishment:

- 1. To protect him/her self, students, or others from physical injury.
- 2. To obtain possession of a weapon or other dangerous object upon, or within the control of a student.
- 3. To protect property from physical damage.

C. A teacher may request permanent exclusion of a student, but in such cases, the teacher will furnish the principal, as promptly as his/her teaching obligation will allow, full particulars of the incident in writing.

1. The teacher and school authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his/her parents when warranted. Suspension of students from school may be imposed only by the principal, or his/her designated representative.
 2. Transfer of the student to another teacher, or other measures short of suspension, will first be exhausted. When a teacher has one or more students in class who constitute serious behavioral problems, appropriate recognition shall be given by way of reduced class size, greater or more frequent relief periods, or additional compensation.
- E. 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.
- F. 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.

- G. 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.
- H. No action shall be taken on any complaints by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file, unless such matter is promptly reported, in writing, to the teacher concerned. If any question of breach of professional ethics is involved, the Association shall be notified.
- I. Personal property of the teacher that is brought in for student use shall be registered and approved in writing by the Superintendent or his/her designee. Damage or theft of registered and approved property shall be reimbursed by the Board.

Article 25 -- Curriculum Council

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

Article 26 -- Professional Grievance Procedure

- A. A claim by a teacher, or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement shall be subject to the grievance procedure.

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

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

- D. Within three (3) days of the receipt of the grievance, the principal or Superintendent shall meet with the Association Representative(s) in an effort to resolve the grievance. The principal or Superintendent shall indicate his/her disposition of the grievance in writing within three (3) days of such meeting and furnish copies thereof to the Association.
- E. If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made, the grievance shall be transmitted to the Superintendent within ten (10) days of the initial filing. Within five (5) days, the Superintendent or his/her designee shall

meet with the Association representative on the grievance and indicate his/her disposition of the grievance in writing within three (3) days of such meeting and furnish a copy thereof to the Association.

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

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

- G. If the Association is not satisfied with the disposition of the grievance by the Board, 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 Board, or the grievance shall be waived.

If the parties cannot agree as to the arbitrator, the American Arbitration Association shall select the arbi-

trator in accord with its rules which shall, likewise, govern the arbitration proceeding. The Board and Association shall not be permitted in such proceeding to assert any ground or rely on any evidence not previously disclosed to the other party.

- H. The arbitrator is to determine disputed interpretations of terms found in this Agreement, or determine disputed facts upon which the terms of the Agreement depend. The arbitrator shall not have authority, nor shall it be his/her duty, to decide any issue not submitted to him/her. The arbitrator shall not give any decision, which in practical or actual effect, modifies, revises, detracts from, or adds to any of the language of this agreement. Past practice of the parties can be used as relevant evidence if it bears on an interpretation of the actual terms of the Agreement. The arbitrator shall not base any decision on his/her opinion that is fair or not fair, unless it is based on actual language in this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
- I. Fees and expenses of the arbitrator shall be paid in full by the losing party of each arbitration case.
- J. At no time shall students become involved in the grievance procedure, unless accompanied by their parents.
- K. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May

15 of any year and the strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term, or as soon thereafter as possible.

- L. If a teacher has a personal complaint which he/she desires to discuss with a supervisor, he/she is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for the Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement.

- M. All time limits shall be measured in teacher attendance days, except summer layoffs (refer to Article 18, Paragraph J).

Article 27 -- Contract Amendments

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.

Article 28 -- Negotiation Procedure

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

Article 29 – Emergency School Closing

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

Article 30 -- Miscellaneous Provisions

- A. This Agreement shall constitute the full and complete agreement between the parties, and each agrees that the other shall not be required to negotiate during the life of this Agreement, except pursuant to the terms of Article 27.**

- B. The parties agree that all negotiable items have been discussed during negotiations leading to this Agreement and, therefore, agree that negotiations will not be reopened on any item, whether or not contained herein, or whether or not discussed at any time during negotiations during the life of this Agreement.

- C. Any individual contract between the Board and an individual teacher, heretofore executed, shall be subjected to and consistent with the terms and conditions of this Agreement. If an individual's contract contains any language inconsistent with this agreement during its duration, this Agreement shall be controlling.

- D. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.

- E. If any provisions of this Agreement, or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or application shall continue in full force.

- F. The parties mutually agree that if the Board deems necessary, at any time during the term of this Agreement, to implement a twelve (12) month school system, or a major change in class schedule such as split classes, either party may then reopen the Agreement for the purpose of negotiating any area affected by the Board's decision.

Article 31 -- Shared-Time Teaching

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

Article 32 -- Early Retirement Incentive Plan

A. Eligibility for the plan:

1. By March 15 of each year, the Board shall determine the number of teachers, if any, who shall be approved for the Early Retirement Incentive Plan. That decision is not subject to the grievance procedure. The number of early retirement incentive positions allocated shall be subject to the finances of the district.
2. The teacher must have a record of not less than twenty-five (25) years in teaching or administration responsibilities in education and must be on the final step of the appropriate salary schedule prior to requesting early retirement, or be eligible for the benefits described in this program.

3. All retirements shall take place as of June 30 of the school year in which the employee qualifies/applies for retirement.

4. Teachers wishing to participate in the program must submit written notice of intent to retire to the Superintendent no later than March 1 of the calendar year in which they wish to retire. With that notice, he/she must include dates on which he/she wants to receive the incentive payment and whether it should be in one (1) payment, or spread throughout the year. Payment will be made no later than June 15 of the year following retirement. Teachers meeting all of the above criteria will be awarded early retirement incentive positions based on district seniority.

B. **Rights**

1. Once a teacher is receiving benefits through the Early Retirement Incentive Plan, no subsequent disability will affect said benefits.

2. Once a teacher retires under the Early Retirement Incentive Plan, no subsequent negotiations may withdraw or reduce said benefits.

C. General Provisions:

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

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

Article 33 – Duration of Contract

THIS AGREEMENT shall be effective as of July 1, 1996, and shall continue in effect until the 30th day of June, 1999.

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

Oscoda Education Association

/s/ Bonnie J. Leach
/s/ Harold D. Davenport
/s/ Gaye Manning-Huggard
/s/ Robert R. Kennedy
/s/ Gary G. Ross

Oscoda Board of Education

/s/ Cathy V. Maxwell, President
/s/ Patsy R. Lee, Vice-President
/s/ Leo D. Marciniak, Treasurer
/s/ Mark J. Guyon, Secretary
/s/ Elizabeth A. Hayman, Trustee
/s/ Robert L. Whitehead, Trustee
/s/ Kristi L. Wubbe, Trustee

Memorandum of Understanding #1

School Improvement Plan

- A. The provisions contained in this Section shall apply to all School Improvement Plans (SIP) as provided in Public Act 197 of 1989, Section 15.1919 (919b) MSA.
- B. In the event that any provisions of a SIP or application thereof violates, contradicts, or is inconsistent with this Agreement, this Agreement shall prevail.
- C. Any provision of the SIP, or applications thereof affecting the wages, hours, and/or other terms and conditions of employment, or the impact of any wages, hours, and/or other terms and conditions of employment of any bargaining unit members, must be by mutual agreement of the Board and the Association prior to being implemented.
- D. The Board and the Association agree that employee participation in decision-making is effective in providing positive results for education. A School Improvement Team (SIT) is the group which individuals who are responsible for the implementation of a decision at the building level are effectively involved in making that decision. To that end, the parties agree as follows:
 - 1. A SIP/SIT plan shall have no authority to modify, in any manner, the agreement between

the Board and the Association. The following issues will be considered within the scope of authority of a SIT plan, per definitions contained in the Characteristics of Effective Schools:

Safe and Orderly Environment
Climate of High Expectations
Clear and Focused Mission
Instructional Leadership
Opportunity to Learn and Student Time-On-Task
Home-School Relations
Frequent Monitoring of Student Progress

- a. Building Plans must be consistent with:
 - 1) Board Policy
 - 2) Master Agreement
 - 3) District Mission Statement
 - 4) Building Mission Statement

 - b. Plans should incorporate one, two and three year goals with objectives for each year. Included should be considerations for instruction needs and building organization and operation.

 - c. Plans will need to include a budget.
2. Any participation in SIP/SIT, whether in full or in part, shall be voluntary. Further, bargaining unit members will not be affected by such activities in a manner that is contrary to established practices, or any term or provision of this Agreement, except as

mutually agreed in writing by the Board and the Association.

3. The Board will provide available and appropriate designated funding, based upon the buildings' fourth Friday student count, for SIP/SIT activities and program development. This established amount will be allocated to the SIT. The SIT may redirect discretionary funds, with the approval of the Superintendent, so long as any changes remain cost neutral.

4. Employees participating in SIP/SIT activities, including training and irregularly scheduled committee meetings, will be compensated as follows:
 - a. Released time for meetings or training held during the employee's regular day.

 - b. Schedule B Extra-Curricular rate for meetings outside of the regular workday. Examples include, but are not limited to the following: Weekends and/or evening SIP/ SIT activities, summer training sessions, and other curriculum activities required by the SIP/SIT. (This does not apply to regularly-scheduled meetings.)

5. Prior to the implementation of any SIP plan identified members of the bargaining unit will be provided training in minimally the following areas:
 - a. Overview of SIT/model programs and structures.

b. Decision-making models.

The Board and Association will mutually develop such training.

6. Committee decisions will be by consensus. The Chairperson of the Committee will be selected by the Committee.
7. A SIP/SIT District Level Committee, presently known as the Curriculum Council, is herein recognized. The Curriculum Council will meet, as necessary, to review the progress of the SIT plans.

- E. If, during the course of the SIP/SIT plan the Association or the Board determines that the activity is detrimental to their individual interests, the Association or the Board, may, with thirty (30) calendar days written notice to all affected parties, withdraw participation from the activity. Written reasons for such withdrawal shall be provided to all parties upon request.
- F. Any dispute which cannot be resolved at the building level shall be referred to the Curriculum Council which shall recognize the autonomy of the SIT.

Memorandum of Understanding #2

LETTER OF AGREEMENT
between the
Oscoda Area Schools Board of Education
and the
Oscoda Education Association/MEA-NEA

Inclusion of the Student/Family Coordinator Position

Pursuant to the terms of Article 27 of the Master Agreement, the following amendments are agreed to by the parties in order to incorporate the above-referenced position into the bargaining unit.

1. The second sentence of Article 1 [A] will be amended as follows: *This includes all certified probationary and tenured classroom teachers, preschool teachers (such as B-4), Counselors, Librarians, Speech and Hearing Therapists, Instructional Coordinators, and Student/Family Coordinators who are under contract with the Board.*

2. The following will be added as a new Section 1 in Article 5: *The daily and annual work schedule of the Student/Family Coordinator position will be determined by the Administration with the Schedule for full-time Coordinators not exceeding the full-time classroom teachers student contact hours per day or per year.*

3. The following will be added as a new Section H [4] in Article 5: *The Student/Family Coordinator will not receive scheduled teacher preparation time under the terms of this Agreement. However, case preparation/management time during the students*

instructional day will be considered and included in the Administration's assignment of work schedules.

4. The following will be added as a new Section D to Article 7: *The class size provisions of the Agreement will not apply to the Student/Family Coordinator. However, caseload assignments will be commensurate with those of the Elementary Counselor.*

5. The following will be added as a new Section D [4] in Article 18: *Those individuals newly-employed as the Student/Family Coordinator will serve a probationary period equal in length to four (4) academic school years.*

6. The first sentence of Article 8 (E) is amended to read: *"It is agreed that no teacher, Counselor, or Student/Family Coordinator shall receive tenure in a specific position."*

7. As it relates specifically to Linda J. Gillam-Ostrander, the following will be applied to her addition into the bargaining unit:

a. She will receive three (3) years' allocation of paid leave time benefits under Article 10.

b. She will receive a full year's allocation of leave time under Article 12.

c. Placement for the 1996-97 school year in Appendix B (Salary Schedule) will be at the MA, Step 7 retroactive to the start of the school year.

d. Placement on the seniority list will reflect July 25, 1996.

e. She will serve a probationary period for one (1) year.

f. For the purposes of evaluation as defined in Article 15, Linda J. Gillam-Ostrander will be considered a *probationary employee*.

This Letter of Agreement constitutes the entire understanding of the parties with regard to inclusion of the Student/Family Coordinator into the bargaining unit. Unless specified above, the other provisions of the 1993-98 Master Contract will apply to the position.

In Witness Whereof, the parties have caused this Letter of Agreement to be executed this 6th day of November, 1996.

Oscoda Area Schools
Board of Education

By: /s/ William C. Martin

Oscoda Education Association

By: /s/ Robert Kennedy

Appendix A

1996-97 School Calendar

August 29th, 1996	In-Service Day (First Day for Teachers)
August 30th, 1996	Staff Orientation Day
September 2nd, 1996	No School - Labor Day
September 3rd, 1996	First Day for Students
September 25th, 1996	Early Release -
	1/2 Day In-Service
November 15th, 1996	No School - Safety Day
November 28-29th, 1996	Thanksgiving Holiday
December 23rd, through	Christmas and New
January 3rd, 1997	Year's Holidays
January 24th, 1997	Records Day
February 12th, 1997	Early Release -
	1/2 Day In-Service
March 28th through	
April 4th, 1997	Spring Break Holidays
May 26th, 1997	No School - Memorial Day
June 11th, 1997	Last Day for Students
	(1/2 day)
June 12th, 1997	Records Day

Student Days:	181
Teacher Days:	4
Holidays:	<u>5</u>
<i>Total Days:</i>	<i>190</i>

Four (4) delayed start/early release days to be scheduled. One of each type the first semester to determine success with zero hour schedule.

Appendix A

1997-98 School Calendar

August 27th, 1997	New Teacher Orientation Day
August 28th, 1997	Staff Orientation Day - No School
September 1st, 1997	Labor Day - No School
September 2nd, 1997	First Day of School
October 8th, 1997	Professional Development Day No School (all day)
November 27th, 1997 through November 28th, 1997	Thanksgiving Holiday - No School
December 22nd, 1997 through January 2nd, 1998	Christmas Break
January 5th, 1998	Classes Resume
January 23rd, 1998	Records Day - No School
March 11th, 1998	Professional Development Day No School (all day)
April 10th, 1998 through April 17th, 1998	Spring Break
April 20th, 1998	Classes Resume
May 25th, 1998	Memorial Day - No School
June 10th, 1998	Last Full Day of Class for Students
June 11th, 1998	Records Day - Last Day for Teachers
Student Days:	180
Teacher Days:	5
Holidays:	<u>5</u>
Total Days:	190

Appendix B

Oscoda Salary Schedule

1996-97

Step	BA	MA	EdSp	PhD
1	26,371	28,113	29,677	30,878
1.5	29,060	30,596	32,680	33,949
2	29,805	31,733	33,496	34,744
2.5	30,550	32,506	34,313	35,539
3	31,295	33,281	35,130	36,334
3.5	32,042	34,055	35,947	37,130
4	32,787	34,830	36,763	37,924
4.5	33,533	35,603	37,580	38,719
5	34,277	36,378	38,396	39,516
5.5	35,023	37,152	39,150	40,311
6	35,768	37,925	40,031	41,105
6.5	36,513	38,700	40,848	41,901
7	37,259	39,474	41,664	42,696
7.5	38,003	40,249	42,482	43,491
8	39,888	42,228	44,572	45,589
8.5	40,656	43,025	45,412	46,407
9	41,422	43,823	46,254	47,226
9.5	42,191	44,619	47,094	48,044
10	42,957	45,416	47,934	48,863
13	44,246	46,778	49,373	50,329
17	44,676	47,233	49,852	50,818

This schedule shall be applied retroactively to August 29th, 1996.

Appendix B

Oscoda Salary Schedule

1997-98

Step	BA	MA	EdSp	PhD
1	26,766	28,535	30,122	31,342
1.5	29,496	31,421	33,170	34,458
2	30,253	32,209	33,998	35,266
2.5	31,009	32,994	34,828	36,072
3	31,765	33,780	35,657	36,879
3.5	32,522	34,566	36,486	37,687
4	33,278	35,352	37,315	38,493
4.5	34,036	36,137	38,144	39,300
5	34,791	36,923	38,972	40,109
5.5	35,548	37,709	39,737	40,915
6	36,304	38,494	40,631	41,722
6.5	37,060	39,280	41,460	42,530
7	37,817	40,066	42,289	43,336
7.5	38,573	40,853	43,119	44,143
8	40,487	42,861	45,240	46,273
8.5	41,266	43,670	46,093	47,103
9	42,043	44,480	46,947	47,934
9.5	42,823	45,289	47,800	48,765
10	43,601	46,097	48,653	49,596
13	44,910	47,480	50,113	51,084
17	45,346	47,942	50,600	51,580

This schedule shall be applied retroactively to August 28th, 1997.

Appendix B

Oscoda Salary Schedule

1998-99

Step	BA	MA	EdSp	PhD
1	27,235	29,035	30,649	31,890
1.5	30,013	31,971	33,751	35,061
2	30,782	32,773	34,593	35,883
2.5	31,551	33,571	35,437	36,704
3	32,321	34,371	36,281	37,524
3.5	33,091	35,171	37,125	38,346
4	33,861	35,971	37,968	39,167
4.5	34,631	36,770	38,812	39,988
5	35,400	37,569	39,654	40,811
5.5	36,170	38,369	40,432	41,631
6	36,939	39,168	41,342	42,452
6.5	37,709	39,968	42,186	43,274
7	38,479	40,768	43,029	44,095
7.5	39,248	41,567	43,874	44,916
8	41,195	43,612	46,032	47,082
8.5	41,988	44,434	46,900	47,927
9	42,779	45,258	47,769	48,773
9.5	43,573	46,081	48,637	49,618
10	44,364	46,904	49,505	50,464
13	45,695	48,311	50,990	51,978
17	46,140	48,780	51,485	52,483

Extra-Curricular Salary Schedule

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

	<u>96-97</u>	<u>97-98</u>	<u>98-99</u>
Athletic Director	1 \$ 2054	\$ 2085	\$ 2121
HEAD	2 2618	2657	2703
Football	3 3014	3059	3113
Boys Basketball	4 3410	3461	3522
Girls Basketball	5 3576	3630	3694
Wrestling	6 3747	3803	3870
Boys Swimming	7 3918	3977	4047
Girls Swimming			
Volleyball			

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

HEAD	<u>96-97</u>	<u>97-98</u>	<u>98-99</u>
Baseball	1 \$1758	\$ 1784	\$ 1815
Boys Track	2 1877	1905	1938
Girls Track	3 2160	2192	2230
Competitive Cheer	4 2443	2480	2523
Cross Country	5 2563	2601	2647
Girls Softball	6 2686	2726	2774
Golf	7 2807	2849	2899
Boys Tennis			
Boys Soccer			
Girls Soccer			
JH/SH Choir Director			
HS Band			

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

HEAD	<u>96-97</u>	<u>97-98</u>	<u>98-99</u>
JV Football	1 \$1324	\$ 1344	\$ 1368
JV Boys Basketball	2 1414	1435	1460
JV Girls Basketball	3 1628	1652	1681
JV Girls Volleyball	4 1844	1872	1905
Frosh Volleyball	5 1933	1962	1996
Frosh Football	6 2024	2054	2090
Frosh Boys Basketball	7 2116	2148	2186
Frosh Girls Basketball			
ASSISTANT			
Varsity Football (2)			
Boys Swimming			
Girls Swimming			
Wrestling			
Boys Track			
Girls Track			
Frosh Football			
JV Football			
JV Girls Softball			
JV Boys Baseball			
JH Boys Basketball (8th)			
JH Girls Basketball (8th)			
JH Boys Basketball (7th)			
JH Girls Basketball (7th)			
Debate			
Yearbook			

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

	<u>96-97</u>	<u>97-98</u>	<u>98-99</u>
HS Cheerleading	1 \$ 663	\$ 673	\$ 685
Fall Varsity	2 707	718	731
JV	3 814	826	840
Frosh	4 921	935	951
Winter Varsity	5 965	979	996
JV	6 1012	1027	1045
Frosh	7 1058	1074	1093

JH Cheerleading

Fall

Winter

Forensics

HS Play Director

Junior Class Advisor

JH Play Director

Keyettes

Knowledge Bowl

Odyssey of the Mind

Science Olympiad

Senior Class Advisor

Student Council Advisor

Math Competition

Miscellaneous

HS Band CampContract Extension

	<u>96-97</u>	<u>97-98</u>	<u>98-99</u>
Driver Ed	\$16.24/hr	\$16.48/hr	\$16.76/hr
SIT/Curriculum Council	\$16.24/hr	\$16.48/hr	\$16.76/hr

Appendix C

Professional Development Procedures

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

Committee Guidelines

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

Application periods:

July 1 - October 31

November 1 - February 28

March 1 - June 30

2. Preference will be given to new applicants in each of the three (3) application periods for each fiscal year.
3. You may apply for as many credits as you wish, but only a maximum of six (6) hours during a single application period will be approved for

payment. Monies will be distributed proportionately to the number of credit hours requested (to a maximum of one hundred dollars [\$100] per credit).

4. Approved applicants must be full-time teaching employees at the time the class will be taken. Shared-time teachers will be considered as one (1).
5. Any monies remaining at the end of the fiscal year will be used to reimburse applicants whose requested credits exceeded six (6), or who did not receive the maximum of one hundred dollars (\$100.00) per credit.

Appendix D

Grievance Report Form

Grievance Number: _____

Distribution of Form:

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

Building: _____ Assignment: _____

Name of Grievant: _____ Date Filed: _____

STEP I

A. Date Cause of Grievance Occurred: _____

B. Statement of Grievance: _____

Relief Sought: _____

Signature: _____ Date: _____

C. Disposition of Principal: _____

Signature: _____ Date: _____

D. Position of Grievant and/or Association: _____

Signature: _____ Date: _____

STEP II

A. Date received by Superintendent or Designee: _____

B. Disposition of Superintendent or Designee: _____

Signature: _____ Date: _____

C. Position of Grievant and/or Association: _____

Signature: _____ Date: _____

STEP III

A. Date Received by Board of Education or Designee: _____

B. Disposition of the Board: _____

Signature: _____ Date: _____

C. Position of Grievant and/or Association: _____

Signature: _____ Date: _____

Step IV

A. Date submitted to Arbitration: _____

B. Disposition and Award of Arbitrator: _____

Signature of Arbitrator: _____

Date of Arbitrator's Decision: _____

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

Appendix E

Professional Services Individual Contract

Professional Services Contract for _____ days of work during the 19__ - 19__ School Fiscal Year.

Teacher: _____

Building: _____

Current Position: _____

Certificate/Endorsements: _____

Initial Hiring Date of Continuous Employment with the Oscoda Area Schools (see latest seniority list): _____

(1) Work project/projects (to be suggested by the teacher). Include the estimated number of work days per project not to exceed a total of 25 work days per year. Include dates on which the work will be performed: _____

(2) Accepted by the Superintendent:

(Signature)

(Date)

(3) Project/projects not accepted as written, and within five (5) working days, the Superintendent will suggest at least five (5) projects which are acceptable.

(Signature)

(Date)

From the above choices I select the following project/projects for my professional service contract. Include dates on which the work will be performed.

(Teacher Signature)

(Date)

