Master Agreement

between

Oscoda Area Schools
Board of Education

and

Oscoda Administrator's
Association

2023-2024
2024-2025
2025-2026
2026-2027

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ARTICLE 1 – RECOGNITION

A. The Board recognizes the Oscoda Administrators Association as the exclusive bargaining representative pursuant to Act 379 of the Public Acts of 1965, as amended, for the positions set forth in Appendix B. Excluded from the unit are the Superintendent, Assistant Superintendents, Central Office Administrators, other Central Office staff, Supervisors and all others.

B. The term "Administrator" when used herein shall refer to all members of the bargaining unit represented by the Association.

Should the Board create a new administrative position, the Association shall have the right to meet and confer with the Board or its authorized representatives regarding the inclusion of the position within the bargaining unit. If the parties so agree, the position will be added by written agreement. If the parties do not agree, the dispute will be directed through the unit determination procedures established by the Michigan Employment Relations Commission.

ARTICLE 2 – PURPOSE

The general purpose of this Agreement is to promote orderly and harmonious relations between the Board and Administrators and to document the benefits available to Administrators in the Oscoda Area Schools. Both parties recognize that the basic purpose of the Oscoda Area Schools is for the education of its youth and that all employees are obligated to help provide the best educational system possible. The Board and OAA cooperatively encourage friendly relations between the respective representatives at all levels, among all employees and all citizens.

ARTICLE 3 - RIGHTS OF THE BOARD

A. The Board has the responsibility and authority for the direction and management, on behalf of the public and the State of Michigan, of all the operations and activities of the school district in accordance with the Constitution, statutes, Administrative Rules, Attorney General opinions and court decisions of the State of Michigan and the United States.

B. The provisions of the Agreement shall be and hereby are in conformity with the above laws, rules and interpretations.

C. By its own decision, the Board agrees to the terms of this contract, but in entering into this contract the Board does not and cannot divest itself of its policy making power to make the final decision in any situation which falls beyond the terms of this Agreement.

D. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices and furtherance therewith shall be limited only by the specific and express terms of agreement.

ARTICLE 4 - ASSOCIATION RIGHTS

A. **Association Business**

Duly authorized representatives of the Association shall be permitted to transact official Association business on school property provided that such business does not interfere with the instructional program of the school nor the duties of the Administrators.

B. **Meetings**

Association meetings are to be scheduled at a time other than during the normal student day. However, should a situation arise that require an emergency meeting during the day, the Superintendent and/or designee is to be contacted in advance to obtain approval.

C. **Financial Information**

It is understood that the Association shall have rights to financial information of the district pursuant to the Public Employment Relations Act and/or the Freedom of Information Act.

D. **Payroll Deductions and Electronic Payroll**

1. The Board of Education will provide payroll deductions for administrative personnel for such obligations, credit union deductions, tax sheltered annuity plans, TDP's (tax deferred payments), insurances, and other Section 125 plan components, as well as other approved contributions. In all cases, it is the responsibility of the Administrator to provide the proper authorizations to the Board of Education Office and to keep it current.

2. Employees will be paid every other week on a payroll period cycle determined by the district and will be paid through direct deposit or debit card at the employees election. If no election is made by August 1 each year, a debit card will be utilized.

E. **Oscoda Education Association Appendix "B" Extra-Curricular**

Administrators may apply for Oscoda Education Association Appendix "B" Extra-Curricular positions. The decision of the Superintendent to award the position to the Administrator or remove an administrator will be final and is not subject to the grievance procedure.

ARTICLE 5 - ADMINISTRATOR'S RIGHTS

A. Each Administrator shall have the right to review the contents of his/her personnel file and medical files. The Administrator shall have the right to choose an individual to accompany him/her for such review. No more than one (1) official file shall be kept on each Administrator, and the contents therein shall remain in the building housing the Superintendent.

No materials concerning a complaint about an Administrator may be placed in the personnel file by

the Superintendent and/or designee without first notifying the Administrator of his/her opportunity to file a response thereto and when filed not later that ten (10) working days after notification, the response shall become part of the file.

In the event that a proper request for a copy of information contained in the file is made, the Administrator shall be notified before copies are released.

B. Administrators shall be entitled to Association representation upon request at all interviews or conferences when disciplinary action concerning that Administrator will be discussed or where discipline will be imposed.

C. Administrators shall be assigned administrative responsibilities and coordinate instructional leadership under the supervision of the Superintendent and/or designee for the planning, management, operation and evaluation of the educational program and services provided in their building. They shall submit recommendations to the Superintendent and/or designee for the appointment, assignment, promotion, or dismissal of personnel assigned to their supervision. The line of responsibility will be followed according to the Board of Education's established organizational chart.

D. It is recognized that the administration of the school district must be a unified endeavor directed towards the efficient operation of the delivery of education to the youth of the community. As such, the mutual support of the administration and the Board are pledged in order to carry out the policies of the District.

ARTICLE 6 - WORK DAYS/YEARLY CALENDAR

A. Administrators must be on the job whenever it is necessary for them to fulfill their role as the leader/supervisor of the educational program and activities within their building. The goal is to make sure that quality educational supervision, as well as quality educational programs and activities take place within their building. Since the crucial and heavy activity hours vary according to building and level, Administrators will work with the Superintendent and/or designee in identifying daily work schedules. Also, with the permission of the Superintendent, the principal may appoint an assistant or designee to cover some of the crucial and heavy activity hours. The use of a designee or assistant will be on file in the Superintendent's office in cases of emergencies.

B. It is mutually agreed that Administrators are employed on an annual basis and their responsibilities as building/program Administrators span the period of August 1 to June 30, unless notified to the contrary.

The month of July is an uninterrupted unpaid vacation period for the Administrators. It is understood that exceptions to the above, due to unforeseen or emergency situations, or administrative needs, or for other reasons, may necessitate working during July.

Administrators need to submit a district form in a timely manner to the Central Office of their days to be used for sick leave, personal business days, preapproved flex days, conferences, and school business days; any time gone from the district.

Paid holidays for Administrators include Labor Day, Thanksgiving, Christmas Day, New Year's

Day, and Memorial Day.

C. **Yearly Minimum Work Day Totals**

All Administrators will work 220 days per/year.

D. **Representation at Meetings**

Administrators are welcome to attend all scheduled meetings appropriate to their school responsibilities. Professional discretion should be used to make this decision. Attendance is not mandatory at all meetings; however, there will be times when some administrators will be required to attend by the Superintendent and/or his/her designee, or the Board of Education.

When possible, administrators are encouraged to rotate/share among themselves, the meeting responsibilities to assure adequate grade-level/program representation. Such rotation and/or sharing will be subject to the ultimate approval of the Superintendent and/or his/her designee.

ARTICLE 7 – VACANCY

A. Vacant bargaining unit positions shall be posted on the district web site for a period of no less than five (5) working days. Vacancies may be temporarily filled in the interim.

B. The posting shall contain the responsibilities and duties of the vacant position and set forth required qualifications.

C. Any currently employed Administrators who applies for a vacant Administrative position, including the Superintendent or other Central Office Administrative positions, will be interviewed if the administrator meets the qualifications for the position.

D. The Board shall be free to interview and accept applications for vacant positions from outside of the bargaining unit.

The Superintendent shall be free to recommend and the Board of Education shall be free to employ, any applicant for administrative vacancies, which they shall, in their sole discretion, determine to be in the best interest of the school district.

ARTICLE 8 - ASSIGNMENTS AND TRANSFERS

The Superintendent shall be responsible for the effective utilization of all administrators. The Superintendent, after considering certification and endorsement guidelines, and upon consultation with the affected Administrators, shall make such assignments and transfers as deemed necessary and in the best interest of the Oscoda Area Schools. All Administrators shall be subject to assignment and reassignment at the discretion of the Superintendent.

ARTICLE 9 – COMPLAINTS

A. It is understood that during the course of employment as an Administrator, inevitably decisions will

be made that may adversely affect certain individuals thereby causing that person to seek redress elsewhere. It is also recognized that complaints concerning problems or indeed solutions to problems, can best be handled first by the affected parties, unless very unusual circumstances dictate other procedures. In most cases a complaint about an Administrator or his/her administration of the building, program or personnel under his/her jurisdiction, will be referred to the Administrator for disposition initially. If the Superintendent receives complaints on appeal from the building level, the Superintendent upon determining the validity of the complaint, will inform the Administrator involved of any recommended disposition of the complaint. The Administrator shall have an opportunity to provide background information prior to any action on the complaint, which changes his/her initial decision.

B. Likewise, it is acknowledged by the Association and its members that the proper channels of communication to the Board of Education will be observed so that the flow of information and resolution of problems can best serve the needs of the district. It is understood that administrative problems are best handled by the Administration in accordance with Board Policy #9130 "Public Complaints". Resolution of the day-to-day decisions in running the district must first be resolved at the administrative level. Guidance from the Board on administrative decision(s) is sought through the Superintendent's office and not directly.

ARTICLE 10 - GRIEVANCE PROCEDURE

A. 1. A "grievance'" is an alleged violation of the express terms of this Agreement.

2. The term "day" as used herein shall mean Monday through Friday except when a holiday shall fall on one of those days.

3. When submitting a written grievance, (Appendix B), the grievant will provide the following information on the grievance:

   a. It shall be signed by the grievant.

   b. It shall contain the date of the alleged violation.

   c. It shall be specific.

   d. It shall contain a summary of the facts giving time to the alleged violation.

   e. It shall cite the section(s) or subsection(s) of this Agreement, which are alleged to have been violated.

   f. It shall specify the relief requested.

   Any grievance not in accordance with the above shall be rejected as improper and shall not extend the time limits contained herein.

4. Any matter involving termination, discipline or evaluations shall not be grievable nor shall non-renewal or non-extension of an Administrator's contract.

5. Any matter for which there is recourse under state or federal law or through an administrative agency shall not be subject to the grievance procedure set forth in this Agreement.

6. Any grievance considered under this procedure must be initiated within ten (10) days of its alleged occurrence.

B. **Step 1**

The grievant or designee shall initiate a grievance by first discussing the matter with the Superintendent or designee.

Step 2

If the matter cannot be resolved orally, it shall be reduced to writing and submitted to the Superintendent within five (5) days of the oral discussion. The Superintendent shall respond in writing within five (5) days of receipt of the written grievance.

If the Association is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within the period provided, 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 arbitrator in accord with its rules, which shall, likewise, govern the arbitration proceeding. The Board and Association shall not be permitted in such proceeding to assert any ground or rely on any evidence not previously disclosed to the other party.

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 Contract. 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 Contract. 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.

Fees and expenses of the arbitrator shall be paid in full by the losing party of each arbitration case.

C. The time limits stated herein shall not be extended except by written agreement.

ARTICLE 11 - INDIVIDUAL CONTRACTS/LENGTH/EXTENSION/NON-RENEWAL

A. All Administrators shall be employed under written contracts, the terms of which shall be subject to and consistent with the terms of this Agreement. Said contracts shall be effective on July 1st and shall terminate on June 30th. Neither individual contracts nor this collective bargaining agreement

shall confer tenure to any Administrator in any administrative position.

B. New administrators shall be initially employed under a written, probationary contract for any period of time that does not exceed two (2) years. Thereafter, individual contracts shall not exceed two (2) years.

When a one (1) year contract is in place for a probationary or non-probationary administrator, if the Superintendent intends to extend the contract, the Superintendent will take action at least ninety (90) calendar days prior to the expiration of the contract.

When a two (2) year contract is in place for a probationary or non-probationary administrator, if the Superintendent intends to extend the contract, the Superintendent will take action on extending or not extending the contract at least sixty (60) calendar days prior to the end of the first year of the contract. If the Superintendent determines not to extend the Administrator's contract, the Administrator will be notified of the decision not to extend the termination date of the Administrator's contract. Upon request of the Administrator, the Superintendent shall provide in writing the reasons for non-extension of the Administrator's contract. These reasons shall not be arbitrary or capricious.

Failure of the Superintendent to take timely actions on extensions of individual contracts will result in a one (1) year contract extension of the Administrator's contract, but such determinations will not prohibit action being taken under Articles 8 and 12.

C. Non-renewal is distinguished from non-extension in that non-renewal is in essence a termination notice to be effective as of the termination date of the Administrator's contract in that school year, whereas non-extension is action or in-action of the Superintendent as set forth above.

A notification of non-renewal of contract of a person covered in this Agreement may be given only for a reason that is not arbitrary or capricious. The Board shall not issue a notice of non-renewal unless (1) the affected person has been provided with not less than thirty (30) days advance notice that the Board is considering the non-renewal together with a written statement of the reasons, and (2) the action on the recommendation to non-renew is taken at least sixty (60) calendar days prior to the expiration of the contract. After the issuance of the written statement of advanced notice but before the non-renewal action is taken by the Board, the affected person shall be given the opportunity to meet with not less than a majority of the Board to discuss the reasons stated in the written statement. The meeting shall be open to the public or a closed session as the affected person elects under Section 8 of Art. No. 267 of the Public Acts of 1976 (Open Meetings Act). The failure to provide for a meeting with the Board or the finding of a court that the reason(s) for non-renewal is/are arbitrary or capricious shall result in the renewal of the affected person's contract for an additional one (1) year period.

ARTICLE 12 - REDUCTION IN FORCE

When the Board identifies a need to eliminate a position, it will provide the Association an opportunity to discuss with the Superintendent the reduction of the position.

In the event of any reduction of administrative personnel, the Administrator shall be given written notice at

least 60 days prior to the effective date of the layoff and, if appropriate, shall have an opportunity to be reassigned to a certified position if it does not violate state law and the district's policies, existing contracts or collective bargaining agreements.

The following factors shall be considered by the Superintendent in determining which Administrator(s) shall be reduced from the system:

A. Needs of the school district.

B. Certification requirements for the position.

C. The individual's record of performance.

D. The individual's professional experience inside and outside the Oscoda Area Schools.

E. Applicable education or training for the job.

F. Administrator seniority is the length of continuous service as an administrator in the district.

In the event of a lay-off and subsequent recall, a settlement amount would be determined which would involve reviewing the unemployment collected and the salary due to the Administrator so that the total income for the time period equals the total contract. Administrators shall be recalled in reverse order of layoff for a period of three (3) years from the effective date of the layoff using the criteria in A - F above.

ARTICLE 13 - TEACHING TENURE

Administrators shall not be granted tenure in his/her administrative position established by virtue of the contract of employment. A tenured teacher in this district who accepts a non-classroom teaching position does not forfeit the right to return to the classroom to the extent afforded under the Tenure Act, School Code and District policies.

ARTICLE 14 - CREATION OF ADMINISTRATIVE POSITIONS

It is agreed that the Association will be given the opportunity to make recommendations to the Superintendent prior to the Board taking action to approve new administrative positions. Both parties agree to continue their cooperative procedure in the reorganization.

ARTICLE 15 - PROTECTION OF ADMINISTRATORS

A. The Board shall recognize its responsibility to provide all reasonable support and assistance to Administrators with respect to maintenance of control and discipline in the schools.

B. Administrators shall communicate to the Superintendent's office all cases involving abusive conduct or assaults suffered by them in connection with their employment.

C. The Board pledges its support of its Administrators in the lawful performance of their duties on behalf of Oscoda Area Schools. In accordance with this concept, the Board has secured General Liability coverage that includes in the definition of "Who is Insured", all employees (including Administrators) for acts within the scope of their employment. Further, in the event the Insurance Company shall not provide legal counsel on behalf of the Administrator due to exclusions under the policy, the Board may provide on a case-by-case basis its legal counsel on behalf of the Administrator, if the Board determines that the Administrator was acting within the scope of the Administrator's job responsibilities, the law, Board Policies and Administrative Guidelines.

ARTICLE 16 – LEAVES

A. Sick Leave

1. Accumulation

Administrators shall be advanced fourteen (14) days of sick leave on July 1st each year of employment, which may accumulate from year to year. Existing sick leave accumulation at the time of ratification of this contract shall be recognized by the district. If a new Administrator is hired who was previously employed within the district in some other capacity, without a break in service, he/she shall be allowed to retain his/her previously accumulated sick leave and transfer it to his/her administrative account.

2. Use of Sick Leave

(a) Sick Leave is provided to the employee to prevent loss of pay when the employee cannot report for work due to an incapacitating illness or injury (including pregnancy related disabilities). It is not intended as floating vacation time or a right to use the time provided to be absent from work. It is in essence a privilege provided by the Employer when the employee is unable to work. It must be used as such and not be abused.

(b) Sick leave can be used for the employee's incapacitating illness or injury. Up to three (3) days per year deducted from sick leave may be used by the Administrator to care for members of his immediate family that requires his/her attention. The Superintendent or designee may grant additional days for paid family illness care upon written request from the Administrator or may refer such request to Family and Medical Leave Act provisions contained herein. The denial of additional days is not subject to the grievance procedure. If the member of the immediate family is stricken with a serious or terminal illness requiring the Administrator's absence to provide arrangements for long-term care of the family member, the Superintendent or designee may grant up to four (4) days to be deducted from sick leave.

Sick leave may also be used by the Administrator for surgery or other incapacitating illness. When surgery can be scheduled during the summer months, the Administrator is requested to do so.

(c) The Board reserves the right to request and receive doctor's statements from the Administrator's doctor verifying the inability of the Administrator to work; the ability

of the Administrator to return to work from an illness or absence; or to refer the Administrator to a physician of the Board's choosing (at Board's expense) to verify illness, injury, incapacity, or inability to return to work. The Administrator agrees that as a condition of the use of sick leave, he/she shall abide by these rules and regulations. If the Superintendent or designee fails to approve use of sick leave, he/she may approve of a leave without pay including the Family and Medical Leave Act provisions contained hereafter.

(d) Immediate family is defined as parent, parent-in-law, spouse, children, stepchildren, sibling, sibling-in-law, grandparents, aunt, uncle and grandchildren.

(e) Sick leave may be taken if there is a death in the immediate family.

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

(f) Each Administrator shall receive a written statement of his/her accumulated sick leave every October and April.

B. Worker's Compensation

Each Administrator is covered by Workers' Compensation statutes and shall be accorded the rights thereunder. Each Administrator shall fill out necessary reports immediately after any injury or job-related illness, which may be claimed under the Act.

C. Personal Business Days

1. In addition to sick leave granted in Section 1, the Board annually grants each Administrator five (5) days for personal business which cannot be transacted at times other than normal work hours of the Administrator. Personal business days are not accumulative. Two (2) days advance notice to the Superintendent is required except in cases of emergency. Reasonable notice to the Superintendent is required in cases of emergency.

2. Failure to provide notice or inappropriate use may result in loss of pay as determined by the Superintendent.

3. Pre-scheduled doctor or dentist appointments will be considered appropriate use of personal business days.

4. Unused personal business days will be added to the administrators sick leave accumulation.

D. Family Medical and Leave Act

The provisions of Board Policy and Administrative Guidelines will regulate leaves under the Act.

E. Unpaid Leaves

1. Illness or Disability

(a) The Board may grant a leave-of-absence for not more than one (1) year without compensation to any Administrator who is unable to perform their regular duties for an extended period of time because of personal illness or disability of the administrator or the administrator's spouse or child, provided a written request for such a leave of absence is submitted by the Administrator and, in the case of illness, provided written clarification is received from a physician. Such leaves are not renewable. This type of leave may be considered after the exhaustion of the provisions under the Family and Medical Leave Act.

(b) In computing service to determine the Administrator's position on the salary guide at expiration of leave, time spent on leave shall not be counted as active service in the Oscoda Area Schools.

(c) Whenever a leave of absence is granted for health reasons, Administrators must give acceptable professional evidence of recovered health before being permitted to return to duties in the Oscoda Area Schools.

(d) Administrators on leave shall make written application ninety (90) days prior to the expiration date of the leave, or at a mutually agreed upon time, for reinstatement. Administrators shall be reinstated at the beginning of the next term, semester, or school year after expiration of their leave to their former position, if available and if not, to one that is mutually agreed upon for which they are qualified.

2. **Military Leave**

Military leave, including service in the National Guard and Reserves, shall be granted in accordance with applicable state and federal laws and Board policy.

F. If employment is separated for any reason and personal leave time or sick leave credited for that year has been used in excess of what would otherwise had been available if credited at the end of each month of the work year, the administrator shall repay the district. Such withholdings are required as a condition of this Agreement from the administrator's final pay check(s) and any remaining balance is due within seven (7) business days of to the business office.

ARTICLE 17 - ASSOCIATION MEMBERSHIP

Each Administrator is encouraged to join state, local, national, and international professional associations directly related to that Administrator's primary professional duties. The Board will pay the annual membership dues to the Michigan Association of Secondary Principals (MASSP) or the Michigan Elementary and Middle School Principals Association (MEMEPA). The costs for any other state, local, national or international associations will be assumed by the administrator and may be paid through payroll deductions.

In addition to the above cost, the Superintendent may approve membership in an additional organization because of the uniqueness of the particular administrative assignment.

ARTICLE 18 - CONFERENCES/MEETINGS

The Board encourages the continuing professional growth of the Administrators as the leaders of the district and shall include a line item in the budget for administrative conferences. The actual cost for such administrative conferences will be paid as approved by the Superintendent.

Approval by the Superintendent for attendance shall be based on the educational nature of the conference/meeting in relationship to the development of new programs, curricula, and administrative skills. Out-of-district conference/meeting requests must be approved in advance by the Superintendent or designee. All out-of-state conference requests must be considered and approved in advance by the Superintendent.

ARTICLE 19 - PROFESSIONAL DEVELOPMENT

Costs related to higher education (tuition and books) of up to $175 will be paid each year only when the course(s) are part of a planned program or has a direct professional relationship to the Administrator's job (i.e., certification requirements). Michigan Department of Education approved professional association programs for specialty and/or enhanced endorsements may also be approved by the Superintendent. Classes must be approved in advance by the Superintendent or designee. Payment will be authorized upon statement confirming payment. If a grade of less than 3.0 is received, the Administrator will later reimburse the district for the tuition within thirty (30) calendar days.

ARTICLE 20 - CURRICULUM FUNCTIONS

The Board of Education recognizes the importance of building level administrator involvement and leadership in curriculum study and decision-making. Each Administrator within their own building is expected to assume major responsibility for curriculum and study revisions and co-ordination of curriculum between buildings and grade levels.

ARTICLE 21 - INSURANCE BENEFITS

A. **Health Insurance**

The following plan options will be available to all bargaining unit members.

Plan A:

Health Simply Blue HSA $1,500/3,000 in network ($3,000/6,000 out of network); or

BCN HSA HMO $1,500/3,000 in network (no out of network services); 0% co-pay; LG Rx. The BCN option is contingent upon minimum district enrollment numbers being established and maintained.

The deductibles will be increased during the term of the agreement if required by Internal Revenue Service Regulations.

Long Term Disability
66 2/3% of maximum eligible salary
Monthly maximum benefit $5,000
Maximum monthly salary $7,500
90 day modified fill
Negotiated Life - $35,000 AD&D
Vision
Dental
Total of $135,000 in negotiated life with AD&D

Prohibited abortion coverage excluded.

Bargaining unit members whose spouse is also employed by the district, must select either Plan A as provided herein or the medical plan of their spouse. Employees are not eligible for dual full health insurance enrollment.

Plan B:

Long Term Disability (same as above)
Negotiated Life - $135,000 AD&D
Vision
Dental

In addition to the foregoing components of Plan B, bargaining unit members not enrolled in a medical plan within the district will also receive $100 per month in a cash payment under the district's Section 125 plan.

All costs associated with providing the plans (including deductibles, co-pays and co-insurance charges, State excise tax, debit card and premiums above the limits below for an HSA, etc.) are the responsibility of the employee.

Any charges associated with the ongoing implementation of the HSA check or debit system will also be the obligation of those employees electing that option if the total cost exceeds the following limits.

The district's maximum monthly contribution for either of the health insurance plans will be factored based upon the following annual rates:

	July 1, 2023	July 1, 2024
Full Family	$20,180.43	$21,007.83
Two Person	$15,474.60	$16,109.06
Single	$ 7,399.47	$ 7,702.85

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

Sponsored dependents and others shall not be considered eligible dependents for health insurance.

Employees may pay for such coverage through payroll deduction if afforded by the underwriters.

Any amounts in excess of the district's contribution will be payroll deducted bi-weekly as a condition of this Agreement.

The dental plan will provide for Class I services at 100%; 75% on Class II; 60% on Class III and 75% on Class IV; $1,500 per member annual maximum on Class I, II and III; and a lifetime maximum for Class IV of $1,900 per member.

The Board reserves the right to change plans, agents of record and third party administrators of the above plans and to fully insure and/or self fund plans provided that in doing so, substantially comparable coverage is maintained.

B. **Termination of Insurance**

Except as set forth herein, in the event of a temporary separation from employment (i.e. layoff or unpaid leave not covered by the Family Medical and Leave Act), the benefits in this article shall terminate on the first day of the month following the effective date of the temporary separation.

Unless an extension is required under the family medical and leave act, benefits will discontinue on the effective date of an unpaid leave.

Insurance benefits shall end at the end of the month in which the termination is effective.

C. Full fringe benefits are available to full-time administrators. Should an Administrator be employed at least half-time, they would be eligible for shared-cost. The cost would be pro-rated between the Administrator and the Board of Education based upon the time worked, as compared to a full-time Administrator in that position.

ARTICLE 22 - VALIDITY OF AGREEMENT

A. The parties mutually agree that the terms and conditions set forth in this agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in an amendment hereto.

B. Should any article, section, or clause of this Agreement be declared invalid by the court of competent jurisdiction, said article, section or clause as the case may be automatically deleted from this Agreement, but the remaining articles, sections, and/or clauses, shall remain in full force and effect for the duration of the Agreement.

C. This Agreement shall supersede any rules or regulations or practices of the Board, which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary inconsistent terms contained in any individual bargaining unit member's contract heretofore in effect. All future individual bargaining unit member contracts shall be made expressly subject to the terms of this Agreement.

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

ARTICLE 23 - NEGOTIATION PROCEDURES

A. The calendar year in which this Agreement expires, the Association must submit, in writing, its desire to negotiate an agreement in accordance with the procedures set forth herein in a good faith effort to reach agreement as stipulated in Act 379, with respect to hours, salaries, and conditions of employment.

B. Designated representative(s) of the Board shall meet at mutually agreed upon places and times with representative(s) of the Association for the purpose of effecting a free exchange of facts, opinions, proposals, and counterproposals in an effort to reach mutual understanding and agreement.

C. There will be four (4) signed copies of the final agreement for the purpose of record.

D. In any negotiations neither party shall have any control over the selection of the negotiating or bargaining representative of the other party, and each party may select its representative from within or without the School District.

E. It is recognized that no binding contractual agreement between the parties, may be executed without ratification by the Oscoda Area Schools Board of Education and the Association.

F. The parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, counter proposals, and concessions in the course of negotiations or bargaining, subject only to such ultimate ratification. Each bargaining team guarantees to the other that upon agreement at the table, each will enthusiastically endorse acceptance to each of its constituents.

ARTICLE 24 - CONTRACT AMENDMENTS

If either party wishes to propose an amendment to the contract, 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 25 - DURATION OF AGREEMENT

A. This Agreement shall become effective upon ratification by the parties and shall remain in full force and effect until midnight June 30th, 2027.

If the parties do not have a ratified agreement by June 30 of the year the Agreement expires, there will be no longevity steps granted, no change in insurance plan premium contributions or other increased costs assumed by the district. Any negotiated adjustments will only be implemented prospectively. After June 30 and until ratification, any costs regulated by this paragraph will be payroll deducted as a condition of this Agreement.

B. At least ninety (90) days prior to the termination of this Agreement, either party may give the other party notice, by registered mail, of its desires to terminate, modify, or amend this Agreement. Upon receipt of this notice, the parties will promptly make arrangements to commence negotiating a successor agreement.

OSCODA ADMINISTRATORS ASSOCIATION

Rebecca Brooks, President

5/14/2024
Signature Date

BOARD OF EDUCATION OSCODA AREA SCHOOLS

Anthony Ommani, President

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

5/13/2024
Signature Date

Oscoda Area Schools
APPENDIX A
Oscoda Administrator's Association
GRIEVANCE REPORT FORM

Grievance Number: _____ **Distribution of Form:** 1. Superintendent
2. Association

Building: _____ **Assignment:** _____

Name of Grievant: _____ **Date Filed:** _____

Step #1: Informal Discussion:

A. Date Cause of Grievance Occurred: _____
B. Statement of Grievance: (Facts) _____

B1. Sections of contract alleged to be violated (be specific): _____

B2. Relief Sought: _____

Grievant Signature: _____ **Date:** _____

C. Disposition of Informal Discussion: _____

Superintendent Signature: _____ **Date:** _____

D. Position of Grievant and/or Association: _____

Association Signature: _____ **Date:** _____

Step #2: Formal Submission to Superintendent

A. Date received by Supt. or Designee: _____ **Signature:** _____
B. Disposition of Superintendent or Designee: _____

Superintendent Signature: _____ **Date:** _____

C. Position of Grievant and/or Association: _____

Association Signature: _____ **Date:** _____

Step #3: Arbitration Level

A. Date submitted to the Arbitrator: _____

B. Disposition and award of the Arbitrator: _____

_____

_____

_____

_____

_____

_____

_____

_____

Signature of the Arbitrator: _____

Date of the Arbitrator's Decision: _____

Oscoda Area Schools
Oscoda Administrators Association

Appendix B
Administrative Compensation

The OAA base is as follows:

2023-2024
$75,248 (5%)

2024-2025
$77,904 (3.53%)

2025-2026
$80,654 (3.53%)

2026-2027
$83,501 (3.53%)

In the event of unpaid time off for whatever the reason, the amount of funds withheld will be reflective of the regular wages and all fringe benefits cost (unless continuation is required under the Family Medical and Leave Act). Such amounts will be payroll deducted as a condition of this Agreement.

Compensation Factor:

1.318	High School Principal
1.318	RES Principal
1.2	High School Assistant Principal
1.2	RES Assistant Principal

Longevity Factor:

1st year Administrator	.00
2nd year Administrator	.03
3rd year Administrator	.04
4th year Administrator	.05
5 or more years	.06

Except as set forth below, longevity pay is defined as the years of continuous service to the Oscoda Area Schools in an administrative capacity covered by this agreement. Periods of layoff or unpaid leave will not be counted.

With regard to new administrators who have and those who do not have outside experience as an administrator, the district reserves the right to place the new administrator on the longevity factor schedule on a step it has determined and such decisions are not subject to review through the grievance procedure.

Letter of Agreement

between the

Oscoda Area Schools Board of Education

and the Oscoda Administrators Association

Re: Administrator Evaluations

1. All matters relating to administrator evaluation procedures and evaluation instruments will be exclusively regulated by Board Policy and are not subject to review through the grievance procedure. The Association acknowledges this provision is intended to serve as a full and complete waiver of all rights to bargain relative to the evaluation of administrators during the term of the master agreement.

   If the district is intending to change evaluation instruments or procedures, the Association will be provided with the opportunity for "input" before the changes are implemented.

2. This Letter of Agreement is effective for evaluations issued to an administrator for the 2024-2025 school year where an appeal is being submitted by the administrator under Section 1249(b)(1)(p), (i), (ii) and (iii) of the Revised School Code of a "year-end" "needs support" rating.

   The administrator may only appeal the "evaluation and rating," under the procedures set forth in this Letter of Agreement. No grievances may be filed under Article 10 regarding an evaluation or rating.

   The appeal procedures are as follows:

   a. The burden of proof rests with the administrator requesting the review. The appeal must be submitted first in writing to the Superintendent within thirty (30) calendar days of the administrator being notified of the year-end "needs support" evaluation rating. The written appeal must include the following information:

      1. The identification of the Rubric domain(s) and subsections of the domain(s) being appealed.
      2. A description of the specific changes in the domains and subcategories of the domain being sought.
      3. The specific adjustment requested in the points initially given by the evaluator.
      4. Evidence supporting the appeal must be included.

      The Superintendent will schedule a meeting with the administrator. The Superintendent's response will be issued not more than thirty (30) calendar days from the date the review request was made by the administrator.

      If the Superintendent's response is not acceptable, the administrator may request mediation in writing to the Superintendent within thirty (30) calendar days of receipt of the Superintendent's response.

   b. The appeal under this Letter of Agreement is restricted to seeking a change in the conclusions reached by the evaluator to align with the information provided by the administrator in Section (a) (1-4) above. Under no circumstances will be evaluation be vacated from the personnel files. The Rubric domain system, the points available for each domain, the final tiered rating system and other provisions of the evaluation system are not subject to amendment through the procedures set forth in this Letter of Agreement.

c. The administrator must follow the timelines required at all levels in the Act. There will be no extensions of any timelines.

   Alleged procedural infractions under Section 1249 of the Revised School Code and/or Board Policy are not subject to review under the procedures in this Letter of Agreement.

d. When an administrator receives two consecutive year-end "needs support" ratings that qualifies for arbitration of the second of the two evaluations, the administrator may file a Demand to Arbitrate with the American Arbitration Association with copy provided to the Superintendent within fourteen (14) calendar days of the close of the mediation process. The arbitration process will be subject to the following provisions:

   1. The selection of the arbitrator and arbitration hearing will be conducted pursuant to the American Arbitration Association Rules and Regulations.
   2. The total cost of filing the Demand to Arbitrate with the American Arbitration Association and for the arbitrator will be assumed by the administrator.
   3. The district reserves the right to contest the substantive and procedural arbitrability of claims under an administrator's appeal during the arbitration process and in court.
   4. The arbitrator shall have no authority to rule on alleged procedural infractions made by the district under Section 1249 of the Revised School Code or Board Policies.
   5. The arbitrator may only either affirm (but not amend) the evaluator's original "evaluation and rating" conclusions or award the specific "evaluation and rating" changes identified in writing when the appeal was submitted to the Superintendent.
   6. The arbitrator shall have no authority to issue compensatory or punitive damages against either party.
   7. The arbitrator shall have no authority to issue an award directing that the evaluation to be removed from the personnel files.
   8. The arbitrator's award is final and binding subject to the standards for judicial review.
   9. The parties may submit post hearing briefs. The arbitrator will issue an award within the later of thirty (30) calendar days of the close of the hearing or if submitted, the due date for the briefs.

3. If Section 1249(b)(1)(p) of the Revised School Code no longer requires arbitration of certain evaluations, Section 2 of this Letter of Agreement will terminate and cease to be binding upon the district and will be removed from the master agreement.

5/13/2024 — 5/14/2024

For the Board Date For the OAA Date

Letter of Agreement

between the

Oscoda Area Schols Board of Education

and the

Oscoda Administrators Association

Re: Section 27L of the 2023-2024 State Aid Act

The parties agree and acknowledge as follows:

1. In February of 2024, the district received information indicating that Section 27L contained $63,000,000 statewide to increase "educator" pay. The amount for Oscoda is $54,595.44 before any employer or employee tax withholdings.

   According to the Michigan Department of Education, these funds could be used to cover the costs of an existing "teacher" contract at the option of the district. The Michigan Department of Education (MDE) has also indicated that the funds are primarily intended for "educators" which could include classroom teachers and other select positions. By way of example, the MDE interpretation if applied only to the teacher bargaining unit would mean $704.38 (before taxes are withheld) to each teacher bargaining unit employee.

2. It is the district's intention to convey $704.38 to each OAA bargaining unit member employed on May 13, 2024. Appropriate taxes will be withheld. There will be no Michigan Public School Employee Retirement System program withholding or employer remissions made for employees.

3. The funds will be distributed by separate check.

4. This payment is only for the 2023-2024 contact year and will not be deemed precedent setting.

5. If there are any disputes regarding the implementation of this Letter of Agreement, they will be addressed to the Superintendent and Association President and are not subject to the grievance procedure.

5/13/2024 5/14/24

For the Board Date For the OAA Date