AGREEMENT

between the

OAKRIDGE PUBLIC SCHOOLS

BOARD OF EDUCATION

and the

OAKRIDGE EDUCATION ASSOCIATION

Oakridge Public Schools

Muskegon, Michigan

August 1, 2022 – July 31, 2025

(Amended November 16, 2022- Letter of Agreement)

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AGREEMENT

This Agreement is made and entered into by and between the Oakridge Public Schools, hereinafter referred to as the "Board", "Employer" or "District" and the Oakridge Education Association, affiliated with the Michigan Education Association, hereinafter referred to as the "Association".

NON-DISCRIMINATION

It is understood that all gender specific terms such as "he/she, his/her" mean employee.

ARTICLE 1 - Recognition

Section 1.1 The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of the Public Employment Relations Act for professional personnel employed in the following positions: classroom teachers, Fusion teachers, guidance counselors, librarians, social worker, speech therapist and psychologists, hereinafter referred to as "employees", but excluding supervisory, executive personnel, and substitute teachers.

Section 1.2 The Board agrees not to negotiate with any employees' organization other than the Association as long as the Association is recognized as the exclusive bargaining agent. Nothing contained in this Agreement shall be construed to prevent any individual employee 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 opportunity to be present at such adjustment.

Section 1.3 This Agreement shall supersede any School District rules, regulations, or practices which are found to be inconsistent with it.

ARTICLE 2 - Management Rights

Section 2.1 The Employer retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the exclusive right:

(a) To determine the number, size and location of its facilities and departments the equipment, machines, technology, material, information, data, systems, supplies and procedures to be utilized in such buildings or branches and to change or discontinue the location or use thereof.

(b) To make all financial decisions including, but not limited to: the setting, fixing, levying, collection and administration and control of all funds; the financing and borrowing of funds; the annexation, consolidation or other reorganization of the District; and the right to maintain accounts and financial records.

(c) To determine the organization of management and Administration and the selection of employees for promotion to supervisory and other management functions.

(d) To supervise and manage the operation of its schools and the educational process and to make all decisions and policies not inconsistent with the terms of this Agreement.

Section 2.2 Except as expressly restricted by this Agreement, the Employer retains the right to manage the academic and business affairs of the District and to direct the working forces of the District, including, but not limited to, the right:

(a) To determine methods and schedules of work, including technological alterations, the transfer or subcontracting of work, locations of work, the procedures and processes to be used.

(b) To determine the basis for selection of employees for hiring and the basis for their retention or dismissal during the probationary period.

(c) To maintain discipline of employees including the right to make reasonable rules and regulations for the purpose of efficiency, safe practice and discipline.

(d) To generally direct the work of the employees, subject to the terms and conditions of this Agreement, including the right to: hire, to discharge, to suspend or otherwise discipline employees, to assign employees or transfer them to particular jobs, duties or locations either on a temporary or permanent basis; to determine the amount of work needed and job content; to lay employees off; to determine work standards and the quality and quantity of work to be assigned; and to make such studies as it shall require in connection therewith.

(e) To make reasonable provisions for the health, safety, and first aid of its employees and students during hours of employment.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE 3 - Association and Employee Rights

Section 3.1 Pursuant to Act 379 of the Public Acts of 1965, as amended, the Employer hereby agrees that every employee of the Employer shall have the right freely to organize, join and support any Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection.

As a duly elected body exercising governmental power under color of law of the State of Michigan, the Employer undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Act 379 of other laws of Michigan or the Constitution of Michigan and the United States that it will not discriminate against any employee with respect to hours, wages, or terms or conditions of employment by reason of his/her membership in the Association or collective professional negotiations with the Employer, or his/her institution of any grievance, complaint or proceeding under this Agreement. It is agreed by the Association that this does not give employees the right to perform duties of the Association during school hours except as otherwise provided herein.

Section 3.2 Both parties specifically recognize the right of the other appropriately to invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such public agency.

Section 3.3 No employee shall be prevented from wearing insignia, pins or other identification or membership in the Association, which are in good taste, and are not considered to impair the normal educational climate of the school. Bulletin boards, in the employees' lounge or general offices shall be made available to the Association. The Association or any employee shall conduct no Association business during normal working hours except by permission from the Administration or as otherwise provided herein. However, the Association President, Grievance Chair, Chief Negotiator and Building Reps may conduct official business without individual situation permission, provided the activity does not interfere with his/her employment assignment.

Section 3.4 The Employer agrees to furnish to the Association in response to reasonable requests from time to time information concerning the financial resources of the District, tentative budgetary requirement and allocations.

Section 3.5 Nothing contained herein shall be construed to deny or restrict to any employee rights he/she may have under the Michigan General School Laws or Michigan Teachers Tenure Act.

Section 3.6 All employees shall be entitled to full rights of citizenship regarding lawful religious or lawful political activities within legal constraints providing that the employee does not use the school to promote his/her religious or political beliefs.

Section 3.7 Freedom of Information Request. The Employer is subject to and will abide by the provisions of the Michigan Freedom of Information Act, PA 442 1976, as amended.

Section 3.8 Personnel Files. The Employer is subject to and will abide by the provisions of the Bullard-Plawecki Employee Right to Know Act, Act 397, 1978, as amended.

Section 3.9 Assaults. An employee who is assaulted while in the performance of assigned duties shall promptly report the assault to the Employer. The Employer shall promptly investigate the incident and render such assistance as necessary under the circumstances, including reporting and cooperating with law enforcement authorities.

Section 3.10 A bargaining unit member with or without his/her representative(s) will be allowed to review his/her official personnel file under the supervision of the Superintendent or his/her designee.

Section 3.11 Building Representative's Duties. Duties or activities of the building representative shall not be performed during work hours, except with supervisory approval, as follows:

(a) To attend grievance meetings mutually scheduled to occur during work hours; or as otherwise agreed to in advance by their supervisor.

(b) The investigation and presentation of grievances according to the grievance procedure established in this Agreement.

(c) The transmission of messages and information, which shall originate with and are authorized by the Local Association or its officers.

Section 3.12 Compensation Information. Upon request and during normal business hours, the Association shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the Employer pertaining to specific grievances of employees within the bargaining unit, but this right of examination shall not permit the Association to remove any such time sheets or other records from the Employer's premises. Copies of such records shall be provided the Association upon request at the Association's expense at the usual rates.

Section 3.13 Identification of Association Officers and Representatives. The Employer shall be informed in writing of the names of the Association officers and representatives or any changes therein.

Section 3.14 Association Information Requests. Upon reasonable written request and unless restricted by law, the Employer shall make available to the Association such information necessary to assist it in the processing of grievances, administration of the Agreement and the negotiation of successors to this Agreement.

Section 3.15 Association Business. Other than during scheduled break and lunch periods or with the prior written permission of the Employer, the Association, and its representatives, including Building Representatives, may not transact Association business on school property during work hours. The Association agrees that such business shall not interfere with the operations of the Employer and the work being performed by the employees.

Section 3.16 Use of Employer Facilities and Equipment. The Association shall have the right to use the Employer's premises outside of regular school hours for Association meetings in accordance with the Employer's normal scheduling practices upon advance notice to the Administration. Any use of Employer equipment or supplies shall be upon advance approval of the Employer and reimbursement for costs.

Section 3.17 Association Communication. The Association shall have the right to distribute Association material to employees as long as the distribution does not interfere with the operations of the Employer and the work being performed by the employees. This includes the right to place Association communications in designated employee mailboxes, to utilize District e-mail (subject to District use policy), and to post notices on bulletin boards in each of the buildings.

ARTICLE 4 - Grievance Procedure

Section 4.1 Definitions:

(a) A "grievance" is an alleged violation of the expressed provisions of this Agreement.
(b) The "aggrieved person" is the employee or employees making the claim.
(c) The term "employee" includes any individual, group of employees who are members of the bargaining unit covered by this Agreement, or the Association.
(d) A "party of interest" is the person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
(e) The term "days" for this Article shall exclude Saturdays, Sundays, holidays and days when the District does not normally conduct business.

Section 4.2 The primary purpose of this procedure is to provide a means for securing, at the lowest level possible, equitable solutions to grievances, which may arise from or bearing on this Agreement.

Section 4.3 The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits in this Grievance Procedure are mandatory but may be extended by mutual written consent. Any complaint or grievance not initiated or appealed within the time limits provided, shall be considered as withdrawn. Any grievance not responded to by the Board or its representatives within the time limits provided may be appealed to the next step.

Informal Step

(a) An employee(s) having a grievance shall, within ten (10) days from the date on which action or lack thereof gave cause for the grievance, contact the immediate supervisor, stating that he has a grievance, what the grievance is about and the alleged violation of the Agreement, for mutual consideration of the claim on an informal basis. If the grievance arises in more than one building, the written grievance shall be filed as set forth in (d) below. Mutual efforts shall be made toward a solution of the problem.

1st Formal Step (See Grievance Form, Appendix A)

(b) Providing the aggrieved employee(s) does not consider the informal grievance under (a) above to be resolved, he/she may file within five (5) days of the informal meeting a formal written grievance with his/her immediate supervisor using Appendix A. Such written grievance shall include pertinent information and follow a format mutually acceptable to the Association and the Board. A copy may be filed with the Association Representative.

(c) Within five (5) days of receipt of the written grievance, a representative of the Employer (who will normally be the employee's immediate supervisor), will meet with the aggrieved and his/her Association Representative in an effort to resolve the grievance if requested by either party.

(d) The supervisor shall issue a written disposition within five (5) days of receipt of the written grievance or within 5 days of the meeting in (c).

2nd Formal Step

(e) If the grievance remains unresolved, the Association shall have five (5) days after receipt of the immediate supervisor's disposition to appeal the grievance to the Superintendent in writing.

(f) Within five (5) days of receipt of the written appeal, the Superintendent will meet with the Association Representative in an effort to resolve the grievance.

(g) Providing the Superintendent does not consider the grievance to be resolved he shall have five (5) days after the meeting in (f) to do one of the following:

(i) present a written disposition of the grievance to the Association Representative and grievant, or

(ii) present a written notice to the Association Representative and grievant that the grievance will be presented to the Board for

investigation or hearing as deemed appropriate by the Board for final determination. The Board's determination shall be made not more than thirty (30) days after delivery of notice to the Association that the grievance has been referred to the Board.

(h) In the event the disposition of the Superintendent or his designee or the Board (as is applicable) is not satisfactory to the Association, then, within thirty (30) days following the date of receipt of the disposition, the Association only, and not an individual employee, may file a demand for arbitration of the dispute with the American Arbitration Association with a copy of the demand delivered to the office of the Superintendent within the same time period, all pursuant to the following rules and conditions. If the Board acts upon a grievance at its July meeting, the Association shall have, upon written advance notice to the Board, forty-five (45) days following the date of receipt of the written disposition in which to demand arbitration according to the procedures described above.

(i) The grievance shall relate solely to the application and interpretation of the terms and conditions of this Agreement.

(ii) The arbitrator shall have no authority to add to, subtract from modify, change, alter or amend the terms and conditions of this Agreement.

(iii) The arbitrator shall have no authority to hear or rule nor will there be any grievance upon any one of the following matters:

(1) If the employee or Association has filed a complaint, grievance or claim with a state or federal agency or legal forum on a matter factually or legally related, it is the parties' intent that there be an election of remedies.

(2) The termination of or decision not to re-employ or decision to continue on probation any probationary employee.

(3) The content of the evaluation of an employee.

(i) The decision of the arbitrator, if within the scope of his/her authority as above set forth shall be final and binding.

The arbitrator's fee and other expenses of the arbitration shall be shared equally by the parties.

Section 4.4 Either party shall be permitted representation of choice in the formal grievance process, including Association or Board representatives. The advisability of representatives shall be to serve interests of both parties in an effort to reach an appropriate solution to the problem.

Section 4.5 A grievance may be withdrawn at any level.

Section 4.6 Decisions rendered at all levels on formal written grievances shall be recorded in writing and promptly transmitted to parties of interest.

Section 4.7 All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.

ARTICLE 5 - Teaching Hours

Section 5.1 A teacher's regular professional duties are based on a professional work week consisting of approximately forty (40) hours on an average work week. The parties acknowledge that professional duties and responsibilities may require teachers to work more or less time. The District will not regularly assign teachers to work more than forty (40) hours on school property or other duty connected location unless otherwise agreed to in Section 6.1. Employees are required to be on duty and on site fifteen (15) minutes before classes begin and to remain on duty and on site fifteen (15) minutes after classes dismiss unless Section 5.2 applies.

Section 5.2 (a) Building faculty meeting is defined as a special meeting initiated by an administrator or employee to meet with another employee or a small group of employees. Employees recognize that occasionally some building faculty meetings or a meeting with parents may extend beyond the school day. The Board agrees that any of these special meetings on any given school day will not extend any later than one (1) hour after classes are dismissed, except in case of early dismissal for District wide faculty meetings or parent-teacher conferences.

(b) Teachers will not be required to attend a whole staff meeting in addition to the scheduled 'late start meetings', as presented in Schedule C, unless mutually agreed between the building principal and the Association building representative. Such whole staff meetings will begin not more than fifteen (15) minutes before/after regular student arrival/dismissal and will last not more than one (1) hour before/after regular arrival/dismissal time unless otherwise mutually agreed between the building principal and Association building representative.. Whole staff meeting is defined as a meeting initiated by a building administrator for building employees.

Section 5.3 Each high school and middle school teacher shall have no less than a thirty (30) minute, duty free, uninterrupted lunch period.

Section 5.4 Each elementary teacher shall have no less than a forty (40) minute duty free, uninterrupted lunch period.

ARTICLE 6 - Teaching Loads

Section 6.1 Each teacher in the Middle School and Senior High School will be normally scheduled for the equivalent of five preparation periods per week. If a teacher at any grade level is regularly assigned a class during his/her preparation period, he/she will be compensated at the correct percentage of his/her base salary.

A teacher requested on a temporary basis to take a class during his/her regular preparation period will be compensated at $29.00 per period for the 2022-23 school year. This rate will adjust annually at the same rate as Schedule A. No payment will be made for assignment of a class or study hall in place of a regularly scheduled class.

Section 6.2 The Board agrees at all times to maintain a list of substitute teachers. Teachers shall be informed of the protocol to report an absence at least one and one-half (1½) hours before school except in any emergency to report unavailability; it shall be the responsibility of the Administration to arrange for a substitute teacher when feasible.

Section 6.3 Employees who perform administrative duties shall be compensated for such work. The Superintendent and the OEA President will negotiate compensation on a case by case basis.

Section 6.4 Special education teachers who are requested to assist with academic scheduling shall be provided released time for that purpose or compensated at the rate specified in Section 6.1 if the work is performed outside of regular duty hours.

ARTICLE 7 - Teaching Conditions

Section 7.1 Pupil-teacher ratio is an important aspect of an effective educational program. The Board agrees to use reasonable means to meet the guidelines set forth below, considering the District's finances, program/service needs and facilities.

Section 7.2 The following guidelines shall be used:

(a) Grade Level

Early Kindergarten	18 pupils per class
Kindergarten	21 pupils per class
Grade 1	21 pupils per class
Grades 2 and 3	25 pupils per class
Grades 4 through 6	29 pupils per class
Grades 7 through 12	34 pupils per class (daily maximum of 150 pupils)

(b) Exceptions to above class size guidelines:

(1) The District may reduce the number of pupils per class if classes are conducted in areas designed to accommodate fewer students than set forth in the guidelines in (a) above because of limited facilities or for safety reasons.

(2) Large-sized classes (secondary physical education, band, vocal music, and the Fusion Program) are exceptions to the guidelines in (a) above.

(c) If the guidelines are exceeded after ten (10) days subsequent to the beginning of a semester, the Administration, affected teacher(s) and the Association shall meet for the purpose of reviewing the impact of enrollment and classroom composition on teaching effectiveness. In the event that the above guidelines are exceeded, one of the following remedies will be implemented:

(1) Mutual consent between the teacher, the Administration and the Association representative that the enrollment is not adversely impacting staff and students.
(2) Professional staff may be added.
(3) Paraprofessional time may be made available.
(4) Overload compensation for elementary classroom teachers will be paid in the amount of $10 per day per student when the number of students is in excess of the per class guidelines in 8.2(a). Overload compensation for secondary teachers and elementary enrichment teachers will be paid in a prorated amount (based on the number of class periods per day) when the number of students per class is in excess of the per class guidelines in 7.2(a).
(5) Other mutually acceptable solutions.
(6) In the event that there is not agreement on the adoption of a solution where guidelines have been exceeded, subparagraph 7.2(c)(4) shall be the default remedy for students in excess of the guidelines specified in Section 7.2(a) of this Article, except as specified below:
    (i) In the event that enrollment in Grades K-1 exceeds 21 pupils, the remedy for student 22 shall be (c)(4) above. If enrollment in Grades K-1 is 23 or above, three (3) hours of daily paraprofessional time will be provided (1.5 hours for each Kindergarten section).
    (ii) In the event that enrollment at the elementary level (with the exception of Grades K-1) exceeds the above guidelines by three (3) or more students, the default remedy will be subparagraph (c)(3), above.
    (iii) In the event that the daily enrollment assigned to a secondary teacher exceeds 150 students per day, the default remedy will be $3 per day for each student in excess of 150

students except for large-sized classes identified in 7.2(b)(2). The secondary students in excess of the 34 students per class guideline are not counted twice when there are overloads in excess of the 150 students per day guideline.

(d) Where more than one placement is possible to fulfill the terms of a student's IEP, reasonable effort shall be made to equalize the distribution of special education pupils within grades or classes at an elementary or secondary facility.

(e) In grades K-12, when there are four or more (4) students with IEPs in a regular education classroom and the regular education teacher is required to implement specific accommodations under the terms of those IEPs, a meeting with an administrator and the special education teacher(s) will be held within thirty (30) days of the request of that regular education teacher to assess the implementation of the IEPs and to consider support that may be extended to the regular education teacher in furtherance of that purpose.

Section 7.3 When a student who is eligible for special education services is to be placed in a regular education classroom, all teachers of the grade or class in which the child is to be placed in will be notified of the placement and provided with a copy of the student's Individual Education Program (IEP) for implementation purposes.

Section 7.4 The Employer shall furnish without charge one gym uniform (shirt and pants) for each physical education teacher, and one smock for each art, home economics, industrial arts and science laboratory teacher. The type, quality and cost shall be subject to Employer approval. Each teacher receiving a uniform or smock shall be responsible for cleaning same. Each teacher who is eligible to receive a uniform or smock must requisition same during the first month of his/her current contract.

Section 7.5 When the Employer deems it possible, it shall make available in each school lunch room, restroom and lavatory facilities exclusively for employee use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge.

Section 7.6 Telephone facilities shall be made available to employees in performance of duties incident to their position. Toll calls shall require authorization of the building principal. Use of telephones for personal matters, except in emergency situations, shall be at times other than when assigned responsibility for students. Personal toll calls may not be charged to School District telephones.

Section 7.7 Each employee shall have emergency lesson plans available for use by a substitute teacher, subject to the reasonable policy of the building administrator.

Section 7.8 Each employee shall refrain from discussing matters of a personal nature during class time that are not germane to the subject under study with his/her students.

Section 7.9 Each employee shall fully, faithfully, and properly perform his/her duties in the position(s) to which he/she is assigned. The Association shall not condone any action by an employee who refuses to perform legitimate duties and responsibilities assigned in his/her contract and in this Agreement.

Section 7.10 Each elementary teacher shall have 45-minutes continuous block of daily planning time. Time prior to the start of the student day and recess will not be counted as a portion of the planning time block. It is understood that deviations from this understanding would require the consent of the teacher and principal.

ARTICLE 8 - Inclement Weather Days

Section 8.1 The Board shall have the right to reschedule all scheduled days and hours of student instruction which are not held because of conditions not within the control of school authorities, such as severe storms, fire, epidemics, utility power unavailability, water or sewer failure, or health conditions (as defined by city, county, or state health authorities) as well as to ensure the amount of student instruction as prescribed by Michigan law and no loss of state aid. Employees shall be excused from reporting for school on those days and hours which are cancelled due to the above conditions.

Employees will receive their regular pay for days and hours that are cancelled but shall work on the rescheduled days and hours with no additional compensation.

The parties agree that this contract provision has been negotiated to comply with the provisions of the Revised School Code and State School Aid Act and to ensure that the District will incur no loss of state aid. Further, the parties recognize the District's obligation to comply with legal requirements respecting the number of "student instruction" days and hours.

Days and hours of instruction which are required to be rescheduled shall, absent other agreement between the Board and the Association, be rescheduled at the conclusion of the school year as set forth in Schedule C of this Agreement.

ARTICLE 9 - Curriculum Improvement Programs

Section 9.1 The Board and the Association encourage and support the concept of continued curriculum improvement efforts designed to assist the School District to reach its mission. Any outcomes from curriculum improvement efforts that call for changes in any of the provisions of this contract or affect wages, hours, terms or conditions of employment except with respect to prohibited subjects of bargaining must be agreed to by both the Board and the Association.

None of the foregoing shall be interpreted as a waiver of any rights by the Association or any bargaining unit member or the Board of Education or any of its agents.

ARTICLE 10 - Seniority

Section 10.1 For the purpose of this Article the following definitions shall apply:

(a) The term "Seniority" as hereinafter used shall be the length of the continuous service commencing with the last date of hire with the Oakridge School District. Credit given for outside teaching experience in other districts shall not be considered for the purpose of accumulating seniority.

(b) "Continuous service" means such service was not interrupted by a break inservice except by leave of absence or layoff. A laid off employee is not entitled to experience credit during the time of layoff towards advancement on the salary schedule but shall receive seniority credit for the time spent on layoff. Time spent on an unpaid leave cannot be addedto the employee's seniority, except for military leaves.

Section 10.2 The Administration will prepare a tentative teacher seniority list including certification and length of service by October 1 of each year. Such list will be provided to the Association President. Corrections will be submitted in writing to the Administration by November 1 of each school year. Corrections which are agreed upon will be incorporated into the list and a final list will be provided to the Association President by November 15 of each school year.

ARTICLE 11 - Paid Leaves of Absence

Section 11.1 Definition of Terms.

(a) "Immediate Family" - Shall include father, mother, husband, wife, child, grandchild, sister, brother, parent-in-law, brother-in-law, sister-in-law-, daughter-in-law, son-in-law, step-child and foster-child.

(b) "Relative" - Shall include grandparents, uncle, aunt, first cousin, niece, and nephew.

(c) "Per Diem Basis" - Shall be defined as the employee's annual salary including any extra classes, but excluding any extra duty compensation, divided by the number of employee working days provided in the calendar for that year.

Section 11.2 (a) Employees who are employed at the beginning of a given school year shall be granted ten (10) days of sick leave when they begin employment. Unused sick leave days can be accumulated.

Employees will not be paid for a day of sick leave before they have earned it. The total number of sick days earned for a given school year shall not exceed ten (10) days if the employee is employed for less than ten (10) months or twelve (12) days if employed for twelve (12) months. In the event an employee terminates employment during the work year, the above days shall be pro-rated to the time employed that year. Any overpayment of days in proportion to time worked shall be deducted from the employee's final check.

(b) Employees who begin employment after the beginning of the school year shall be granted sick leave days proportionate to the number of days worked in relation to the total amount of teacher work days in that school year.

(c) No sick leave for the current year will be paid to an employee before starting to fulfill the terms of his contract. Accumulated sick leave for previous years will be paid to an employee who is sick at the beginning of the school year. Payment will be based on the previous year's contractual salary.

Section 11.3 Personal Days

(a) Each employee with less than 10 years of service with the District will be granted two days of personal business leave each year and each employee with 10 or more years of service to the District will be granted three days of personal business leave each year providing that these days cannot be used the first or last day of the school year. Personal days cannot be used on the day before or the day after a holiday, holiday connected weekend, or vacation period except through a personal day lottery explained below. A 48-hour notice must be given to the building Principal prior to the personal leave day, except in the case of an emergency.

Personal business days not used will be added to the accumulated sick leave total on the last day of the school year.

(b) Personal day lottery: Employees may exercise the option to use personal days immediately before/after Fall Break, before/after Thanksgiving Break, before/after Christmas Break, before/after Mid-Winter Break, before/after Spring Break, and before/after Memorial Day Weekend, as determined by a random drawing.To be eligible for the random drawing, an employee must submit a requestto the Superintendent by the first Friday of September. This drawing shallbe conducted by the Superintendent or his/her designee and theAssociation President or his/her designee by the third Friday in September. No more than 6 employees district wide may use such a day on any one eligible day, and no more

than 5% of employees in a building on any one eligible day. If an employee withdraws their request for an eligible personal day after the lottery, a replacement will be determined from the original pool of requests via random drawing by the abovedesignees.

Section 11.4 Absences not covered by the sick leave or personal leave policies will result in a deduction in pay computed on a per diem basis.

Section 11.5 The Principal and/or the Superintendent shall receive certification verifying a claim for compensation for absence, keeping a record of the dates and causes for said absence.

Section 11.6 No employee shall absent himself/herself from regular duties for causes otherthan personal illness or disability, death in immediate family, or death of a relative, except with permission of an administrator.

Section 11.7 Any absence for causes other than those set forth in the preceding sections and paragraphs shall be subject to conference between the absentee and the Superintendent who shall determine what compensation, if any, shall be made for such absence, his/her decision being subject to approval by the Board of Education.

Section 11.8 Absence due to inclement weather conditions will not be counted as sick leave or personal business if schools are closed for this purpose.

Section 11.9 When school is in session, employees who are absent during extreme weather conditions, will have deductions made in their contractual salary on a per diem basis. The Administration may request evidence to substantiate illness.

Section 11.10 A physician's verification of illness or disability may be required to receive credit for pay purposes when an illness or disability exceeds three (3) days duration or where the Employer reasonably suspects misuse or abuse of leave.

Section 11.11 Leave of absence with pay chargeable against the employee's accumulated sick leave will be granted for the following:

(a) Personal disability or illness of the employee.

(b) Illness or emergency in the immediate family of the employee, provided permission is granted by the Administration. Employees using more than ten (10) days per fiscal year shall provide a medical statement that the employee is medically needed.

(c) Medical or dental appointment which cannot be taken care of outside school hours.

(d) A maximum of three (3) days for the death of a relative.

(e) An employee may be given a maximum of three (3) days to attend funeral services of a person whose relationship to the employee warrants such attendance. The employee is obligated to get approval of the Administration prior to such leave.

(f) An employee who is absent because of an injury or illness compensable under the Michigan Worker's Disability Compensation Act shall have a choice of receiving only the compensation insurance payment or the compensation insurance payment and the difference between the compensation payment and his/her regular salary, to the extent of the employee's accumulated sick leave. If the employee chooses the payment of the difference by the Board, deductions will be made from the employee's accumulated sick leave days at a rate of one-third (1/3) day for each full day of absence until the accumulated sick leave has been used.

(g) Additional absences shall result in deduction of pay on a per diem basis.

(h) Each employee's bi-weekly paystub will include the amount of sick leave days accrued/used at that date.

(i) When subpoenaed as a witness and the employee has no personal business days available.

Section 11.12 Leave of absence with pay not chargeable against sick leave shall be granted forthe following:

(a) The Board agrees that in the event of the death of a school employee the school should extend the proper expression of sympathy which would include allowing some employees, who so desire, to attend the funeral services. Employees requesting such leave shall be required to give at least 24 hour notice that they would like to attend said services. The Administration has the right to determine the number of employees to be excused.

(b) Absence when an employee is called for jury duty and required by law to serve on a jury, but payment shall be the employee's normal pay less the jury pay excluding reimbursements for reimbursed travel and expenses. The employee shall furnish record of jury pay.

(c) Court appearance as a witness when requested by the School District, in litigation connected with the employee's employment by the District.

(d) Approved visitation at other schools or attendance at educationalconferences or conventions for which approval has been given in advance by the Board.

(e) Time necessary to take a mandatory physical examination as required bylaw.

(f) A maximum of five (5) days for a death in the immediate family of the employee or a relative who lives in the home of the employee.

(g) Whenever an employee is requested by the Board to perform duties of the Association during regular school hours the employee shall be released from regular duties without loss of salary.

Section 11.13 Up to ten (10) days per year, July 1 to June 30, may be used for Association business including participating in negotiations or attending Association meetings or conventions. The Association and Employer shall share the cost of the employee's wages and substitute costs, if any. Association leave requests shall be made five (5) business days in advance to the Superintendent's office, except in case of emergency. The Superintendent may grant up to five (5) employees Association leave for any particular day.

ARTICLE 12 - Unpaid Leaves of Absence

Section 12.1 A maximum leave of absence of one (1) year without pay shall be granted a tenure teacher desiring to further his/her education, providing said education is in a field of study related to the teacher's assignment. Said leave of absence will not be given to the teacher to qualify him/her for other teaching and administrative assignments. When said teacher provides evidence of completion of the educational experience for which the leave was given, the regular salary increment for this year shall be allowed. An increment will not be given to the teacher who does not complete a full year of additional educational experience as prescribed in the request for said leave which has been approved by the Board.

Section 12.2 Military leave of absence without pay shall be granted according to the provisions of Michigan and federal law. A teacher shall be entitled to the salary increments and seniority for military service time. Employees required to fulfill annual training duty with reserve units, which conflict with the school calendar, shall be given leave without pay.

Section 12.3 Employees who are elected officers of the State or National Association shall be given a leave of absence without pay for purposes of performing duties of the Association. Employees given such leave of absence shall not be given credit for annual salary increment. Such leave shall not exceed the term of office held by the employee.

Section 12.4 With at least thirty (30) days written notification to the Board (shorter notice will be accepted where the need for leave is not foreseeable), stating the nature of the child care or emergency situation, any employee who has at least one (1) year of employment will be given a maximum unpaid leave of absence of up to one (1) year for personal disability, for child care or immediate family emergencies. Said employee will forfeit all rights to re-employment if he/she accepts other employment during the leave of absence.

Section 12.5 (a) An employee who has been employed five (5) years in the OakridgePublic Schools can request a one (1) year unpaid leave of absence if the certain criteria and procedures outlined below have been met. Each request for the unpaid leave of absence will be considered on its individualmerits. The applications shall be submitted in accordance with the provisions of this Article. The particular circumstances surrounding each leave will be reviewed by the Board with the understanding that its decision will in no way establish a precedent. The decision of the Board asto whether such leave shall be granted is final.

(b) The employee can request only one such leave every seven (7) years and not consecutive. The number of employees who can be on leave duringany one year shall be determined by the Board.

Section 12.6 The following conditions shall apply to all of the above unpaid leaves of absence referred to in this Article:

(a) Salary increment shall not accrue (except for military leaves and leaves taken under the Family Medical Leave Act after August 31, 2004) but position on the salary schedule shall be retained. Position shall be determined as that held by the employee at the time the leave was granted.

(b) Sick leave shall not accrue, but unused sick leave days held at the start of the leave shall be reinstated upon return.

(c) Other fringe benefits shall not be paid, except as otherwise required for employees eligible under the Family and Medical Leave Act.

(d) Requests for unpaid leaves shall be in writing at least sixty (60) calendar days preceding the start of the leave, except for leaves taken under the Family and Medical Leave Act where thirty (30) days notice is required for foreseeable leaves.

(e) The employee on leave must give written notice that he/she desires to return to work ninety (90) days prior to the end of the leave of absence and may return at the beginning of the school year or at the beginning of the second semester unless agreed otherwise by the employee and the Superintendent.

ARTICLE 13 - Protection of Teachers

Section 13.1 The Board and the Association recognize that classroom management is a joint responsibility. The Board will give all reasonable support and assistance to employees in the maintenance of classroom management. The Association recognizes that in large measure, the employee's effectiveness in the classroom is governed by his/her ability to effectively manage the students.

Section 13.2 Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, or related specialists, not employed by the Oakridge School District, it is the employee's responsibility to report the need to his/her building Principal. The Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil. The Board reserves the right to determine what is reasonable.

Section 13.3 Any case of assault by or upon an employee shall be promptly reported to the employee's immediate supervisor. The Administration will promptly investigate the complaint and take whatever action is reasonably necessary to protect the employee.

Section 13.4 If a teacher is sued by reason of disciplinary action taken against a student, the Board will offer to supply legal counsel of its selection and render all reasonable assistance to the defense of the employee, providing the employee's action was in conformance with existing school policies. If the employee does not accept the counsel provided, there shall be no further responsibility under this section for the Board to provide counsel or assistance.

Section 13.5 The Board will supply workers' compensation and employer's liability insurance for employees.

Section 13.6 Claims for loss, damage or destruction of an employee's personal property may be submitted to the Board, who will consider each case on its individual merit.

Section 13.7 No polygraph or lie detector device shall be used in any investigation of an employee.

ARTICLE 14 - No Strike Clause

During the term of this Agreement neither the teacher organization nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in, any strike against the Oakridge District (i.e., the concerted failure to report for duty, or willful absence of a teacher from his position, or stoppage of work or abstinence in whole or in part, from the full faithful and proper performance of the teacher's duties of employment) for any purpose whatsoever.

ARTICLE 15 - Compensation

Section 15.1 Salary

(a) The salary schedules are attached as Schedule A.

2022-2023

- Eligible employees shall receive column changes based on academic attainment.
- Employees shall advance one step over their 2021-22 step.
- Schedule A shall increase 3%
- Step 1 shall be eliminated. Employees on Step 1 shall be placed on Step 2.
- The Schedule A step numbers shall be converted to letters as presented.

2023-24

- Eligible employees shall receive column changes based on academic attainment.
- Step level advancements and wage schedule adjustments shall not occur for employees until mutually agreed between the Board and Association. Parties agree to begin negotiating wages no later than October 31, 2023.

2024-25

- Eligible employees shall receive column changes based on academic attainment.
- Step level advancements and wage schedule adjustments shall not occur for employees until mutually agreed between the Board and Association. Parties agree to begin negotiating wages no later than October 31, 2024.

(b) Extra Duty Compensation is set forth in Schedule B.

(c) The school calendar(s) covered by this contract are attached as Schedule C.

(d) Per diem shall be defined as the employee's annual salary, including any extra classes, but excluding any extra duty compensation, divided by the number of employee working days provided in the calendar for that year.

(e) In order to comply with Section 164h(1)(d) of PA 108 of 2017, the Board shall adopt policies to comply with this provision and communicate the details of those policies to the Association.

(f) All employees will receive compensation as set forth in Schedule A in 26 pays from September 1 through August 31, to the extent permitted by law.

(g) Teachers who are new to the Oakridge District may be allowed credit for experience in other districts at the option of the Board of Education.

(h) A teacher pre-authorized to be paid to work on a temporary basis outside of contractual hours shall be compensated at $29.00 per hour for the 2022-23 school year. This compensation shall adjust annually at the same rate as Schedule A.

Section 15.2 Eligibility for mid-year schedule conversion by an employee for pay purposes is dependent on declaration of intent by September 1 of the school year in question. Employees who earn college credits prior to the end of the first semester of the school year, which would give them sufficient credits to meet the minimum standards of a new salary track, will be paid the pro-rated salary increase for the second semester of the school year. The employee must provide proof of college credits and/or completion of degree requirements by March 1 of said school year.

Section 15.3 Credit for vocational experience:

Teachers, certified for Vocational Education Programs, will be paid an additional fraction of two increments which correlates with their placement on the salary schedule and the fraction of their assignment related to State or Federally approved programs for which the Oakridge District receives additional revenue.

Section 15.4 Salary Placement and Benefits of Part-Time Teachers

Employees who do not work a full day or a full year will receive that proportion of the salary designated for the step and degree which correlates with their experience and degree.

In determining the experience credit for Schedule A of an employee who doesn't work full time or a full year, the employee will receive no experience credit if the number of days worked during the school year is less than forty-seven (47).

The employee will receive one-half (1/2) year experience credit if the number of days worked during the school year is forty-seven (47) through one hundred thirty-eight (138).

The employee will receive one year experience credit if the number of days worked during the school year is more than one hundred thirty-eight (138).

"Days worked" shall include student and non-student attendance days. This section shall not affect employees on a paid leave of absence or on a leave of absence for which experience is granted for salary schedule placement.

Section 15.5 An employee who works one-half (1/2) a school day will be given one-half (1/2) experience credit for each school year completed. An employee who works one semester will be given credit for one-half (1/2) of a year of service. Employees who do not work a full day or a full year will only be entitled to benefits which corresponds with the proportion of time they work in comparison with full time, full year work, rounded to the nearest 0, one-half (1/2) or (1) (i.e., no benefits, one-half of benefits, or full benefits). Example: An employee who works one-half (1/2) day or one semester will only be entitled to one-half (1/2) of benefits of a person working a full day and a full year.

Section 15.6 Schedule B

Any and all positions regarding extra-curricular activities, including but not limited to athletic coaching positions and other non-tenure assignments, are yearly assignments. However, such assignments shall continue the following year unless notified otherwise within 45 calendar days after the end of the athletic coaching season or the conclusion of the extra-curricular assignment. The Board shall make the determination whether or not to assign any individual to a coaching or other extra-curricular assignment. If bargaining unit members who apply are not qualified for the job, the position will be filled at the sole discretion of the Board.

Section 15.7 Any teacher with fifteen (15) or more years of service to the District shall be entitled to $20 per day reimbursement for up to one-hundred thirty (130) accumulated sick days upon retirement from the District.

A bargaining unit employee with fifteen (15) or more years of service to the District who provides notice of his or her retirement ninety (90) calendar days in advance of their retirement effective date, shall receive $30 per day for up to one-hundred thirty (130) accumulated sick days upon his or her retirement from the District.

In the event of the teacher's death while still in the employ of the District, accrued monies shall be paid to the teacher's spouse or designated beneficiary.

Section 15.8 Teachers required in the course of their work to drive private automobiles shall receive a car mileage allowance equal to the current allowance, as established by the Internal Revenue Service.

ARTICLE 16 - Fringe Benefits

Section 16.1 The Board shall provide to the employee who works full time the following MESSA insurance for a full twelve (12) month period for the employee and his/her entire family and any other eligible dependents, as defined by MESSA. The employer shall sign an Employee participation agreement.

Section 16.2 Medical Benefit Plan Coverage Year (MBPCY) and Treasury Hard Caps The Employer's annual contribution for medical benefit plan costs (including annual costs or illustrative rate and any payments for reimbursement of co-pays, deductibles, or payments into health savings accounts, flexible spending accounts,or similar accounts used for health care costs) for health insurance shall be the hard cap rates set by the Michigan Department of Treasury for a MBPCY.

The MBCPY shall be a 12-month period January 1 - December 31.

The District will continue to adopt the hard cap rates determined by the Michigan Department of Treasury for medical benefit plan coverage years beginning on or after January 1 of each year unless the contract expires and PA 54 requires a freeze on wages and benefits.

In the event that this arrangement is found to violate PA 152, bargaining unit employees shall be responsible for all medical benefit plan costs in excess of the Board's hard cap contribution, which will be obtained through payroll deduction.

Bargaining Unit employees shall be responsible for all medical benefit plan costs in excess of the Board's contribution, as designated above, which will be obtained through payroll deduction set to occur during the first and second pay periods of each month.

Before adjusting a bargaining unit employee's payroll deduction, the Superintendent will provide reasonable notice to the employee.

Section 16.3 Insurance Plans

Plan A

MESSA Choices 2 - $500/1000, 0% Co-Ins, $20 Office Visit, Saver RX w/MM
MESSA Choices 2 - $1000/2000, 20% Co-Ins, $20 Office Visit, RX SRX Mail
MESSA ABC 1- $$1400/2800*, 0% Co-Ins, Office Visit, (N/A), ABC Rx w/ MM
MESSA ABC 2- $2000/4000, 20% Co-Ins, Office Visit (N/A), ABC Rx

*Rates will adjust at the Federal established rate for HSAs.

Employees selecting a MESSA ABC insurance plan shall elect, during the corresponding open enrollment period, to have the Board either:

Option (1): fund the employee's individual HSA Health Equity account in the amount of 1/12th of the ABC insurance plan HSA deductible on the first business day for each month of the plan year; or

Option (2): Decline the employer's deposits into the HSA Account described in Option 1. If Option 1 is selected, the amount equal to the deductible for the ABC insurance plan will reduce the employee payroll contribution amount in lieu of it being deposited into the employee's HSA account.

For the MESSA ABC Insurance Plan, Employees may change the above election annually during the corresponding open enrollment period only. Employees not notifying the district of their selection during the open enrollment period shall default to option (1).

The parties understand that in the event the minimum deductible necessary for the ABC insurance plan to comply with HSA eligibility is increased beyond the current deductible level, the deductible will automatically adjust to meet the federal minimum requirement on the next January 1.

Employee's premium contribution will be payroll deducted, in equal amounts from employee's paycheck through a qualified Section 125 Plan, and as such, will not be subject to withholding. The Employer's "qualified Section 125 Plan" shall include any and all of the provisions necessary for pre-tax contributions to employee's Health Savings Account (HSA) administered through Health Equity.

Employees may contribute, through payroll deduction and electronic transfer, additional money towards their Health Savings Account (HSA) up to the maximum amount allowed by Federal law.

New employees electing Plan A or employees switching to Plan A shall enroll in one of the MESSA Choices 2 plans. Such employees may only elect to switch to the MESSA ABC Plan 1 or ABC Plan 2 health insurance plans effective January 1 of a calendar year.

At the Association's request, the Board shall make adjustments to the current MESSA insurance plan, provided there is no increase in cost to the District.

Plan A includes the following fully paid by the Board:

Delta Dental Plan (with COB) (100/80/80/80-1300); Sealant Rider
Negotiated Life - $45,000 AD & D and WOP
Vision (with COB) - VSP-3 Plus
LTD (66 2/3%; $5,000 monthly maximum benefit; 60 day CDMF; no COLA)
Change from Family to Primary for social security offset

Full time employees not electing MESSA-PAK Plan A will select MESSA-Ancillary Plan B

Ancillary Plan B

The Employer will provide employees not electing health insurance the following fully paid by the Board:

Delta Dental Plan (with COB) E/007 (100/80/80/80-1300): Sealant Rider
Negotiated Life - $45,000 AD & D and WOP
Vision (with COB) - VSP-3 Plus
LTD (66 2/3%; $5,000 monthly maximum benefit; 60 day CDMF; no COLA)
Change from Family to Primary for social security offset

In addition, those selecting Plan B will receive $175.00 per month.

Cash in lieu of benefits is only available to eligible unit members who voluntarily and in writing opt out of health benefits coverage offered under Plan A and who provide documentation to the Board that the employee is enrolled in other health coverage that meets the minimum value and coverage requirements of state and federal law. This paragraph will not be enforced if no longer required by law.

Section 16.4 Teachers who work less than a full day shall be entitled to the above insurance benefit on a pro-rated basis to be determined by the proportion of time they work compared to a teacher who works full time for a full year.

Section 16.5 Teachers hired after September 1st shall be entitled to the above insurance benefit on a pro-rata basis to be determined by the proportion of time they work compared to a teacher who works full time for a full year.

Section 16.6 In the event an employee is terminated or resigns during the school year the insurance shall be continued until the employee has received the pro-rata portion of the 12 month insurance year earned at the time of the termination or resignation. Continued insurance coverage is contingent upon the employee's payment of medical benefit plan costs in excess of the Board's contribution to be paid directly to the District.

Section 16.7 In the event an employee dies during the school year, and providing the policy permits continued coverage, the Board shall continue to contribute toward the applicable premiums for the deceased employee's dependents through August 31st as the Board is doing for other comparably situated employees at that time as if the member were still alive. If the employee dies after the completion of the school year, and providing the policy permits continued coverage, the Board shall continue payments of the applicable premiums for the deceased employee's dependents through August 31st of that year as the Board is doing for other comparably situated employees at that time as if the member were still alive. Continued insurance coverage of the dependent(s) of the deceased employee is contingent upon payment of medical benefit plan costs in excess of the Board's contribution to be paid directly to the District.

Section 16.8 The Board shall make payment of insurance premiums for all eligible bargaining unit persons to assure insurance coverage for a full twelve (12) month period commencing September 1 and ending August 31st (except as otherwise provided herein). Continued insurance coverage is contingent upon the employee's payment of medical benefit plan costs in excess of the Board's contribution to be paid directly to the District.

Section 16.9 The open enrollment period shall be jointly established by the Board, the Association and MESSA. The Board shall be responsible for providing insurance information including applications and claim materials.

Section 16.10 (a) Paid Leave. If an employee takes a paid sick leave, the above fringe benefits shall continue uninterrupted during the paid sick leave. Fringe benefits will continue through the end of the month in which the employee's paid sick leave was exhausted. Continued insurance coverage is contingent upon the employee's payment of medical benefit plan costsin excess of the Board's contribution to be paid directly to the District.

(b) Unpaid Leave. In the event an employee is on an unpaid sick leave, the above fringe benefits shall continue uninterrupted at no cost to the Board. The Board shall have no obligation to pay any premiums during an unpaid sick leave or when an employee becomes eligible for long term disability benefits with a waiver of premium feature.

Section 16.11 Newly hired employees must report for work before the Board is obligated to pay any premiums on their behalf.

Section 16.12 The Board will administer a Cafeteria Plan under Section 125 of the Internal Revenue Code.

Section 16.13 It is the responsibility of each eligible bargaining unit member to comply with all requirements of eligibility, enrollment and coverage specified in the Cafeteria Plan and/or by any insurance carrier, insurance policyholder or third party administrator pertaining to the underlying benefits set forth in the Cafeteria Plan. These responsibilities shall include, but shall not be limited to, initial enrollment, benefit election, and submission of all information necessary for claims processing and/or claims administration.

Section 16.14 Any and all disputes regarding coverage and claims processing with respect to the foregoing insurance plans shall be solely between the eligible bargaining unit member and insurance carrier, policyholder and/or third party administrator. Any disputes relative to the administration and/or operation of the Cafeteria Plan shall be resolved in conformance with the Claims Procedure section of that Plan. It is agreed that the sole obligation of the Board shall be to make such premium payments required under this Article and other payments as may be authorized by the Cafeteria Plan during the period of a bargaining unit member's eligibility for participation in that Plan and for fringe benefit plan enrollment under this Agreement.

Section 16.15 In the event that an eligible bargaining unit member waives available coverage(s) under the Cafeteria Plan and thereby elects to receive additional compensation under Plan B, pursuant to the terms of the Plan, any direction of that compensation to a tax-deferred annuity under Section 403(b) of the Internal Revenue Code or within the meaning of Section 1224 of the Revised School Code (or its successor) shall be regarded as a voluntary and elective contribution made by the teacher through salary reduction.

Section 16.16 403(b) tax deferred annuity plan:

(a) For the purposes of IRS compliance, administration, and processing of payments related to employee contributions to 403(b) tax deferred annuity plans, the parties agree that a third party administrator (TPA), not having a vendor relationship with the District's Plan, may be utilized.

(b) The parties further recognize and agree that MEA Financial Services is a vendor in the District's 403(b) plan.

(c) The parties further understand and agree that the IRS regulations regarding the administration of 403(b) plans continue to evolve and it is the intent of the parties to comply with all IRS and legal requirements. Plan documents will be shared with the Association and all bargaining unit members who are eligible may participate in the plan.

ARTICLE 17 - Miscellaneous Provisions

Section 17.1 The Employer shall post a copy of this Agreement to the website after it has been executed by all parties.

Section 17.2 All teachers in the system will be given non-transferable season passes for self and one guest for all home team athletic events, plays and performances, excluding student sponsored or student fund-raising activities, and other activities not covered where teacher attendance would cause the school or a school connected organization loss of revenue or added expense.

Section 17.3 Each school year the Board shall provide for each teacher, as soon as possible, a directory of Oakridge teachers and staff complete with work telephone number, position, and building assignment.

Section 17.4 No provision of this contract shall serve to prevent, hamper, limit, etc., the planning, organization, administration, operation or evaluation of special education projects, pilot programs, experimental programs or research projects, as approved by the Board of Education to be in the best educational welfare of the District and which may involve personnel of this School District and others not employees of the District.

Section 17.5 The Association recognizes that the Board of Education is not liable for unauthorized purchases made by the teachers of the Oakridge School District.

Section 17.6 An Emergency Manager appointed by law is authorized to reject, modify, or terminate this Agreement as provided by law.

Section 17.7 The parties will meet to negotiate a successor contract at least 45 days before contract expiration unless the parties mutually agree to a different timeline.

DURATION OF AGREEMENT

This Agreement shall be effective upon ratification and shall continue in effect until July 31, 2025. While negotiations on a new Agreement are in process, this Agreement will remain in full force and effect (subject to legal constraints including PA 54 of 2011) until superseded by the new Agreement, unless terminated by written notice given to the other party ten days prior to the date of proposed termination, which may be any date on or after July 31, 2025.

Signed this 29th day of August 2022

OAKRIDGE EDUCATION ASSOCIATION

By: _____

Its: President -Dominic Taylor

By: _____

Its: Vice President-Kelly Carlson

OAKRIDGE PUBLIC SCHOOLS

By: _____

Its: Board President-Jeff Kartes

By: _____

Its: Board Secretary-George Tindall

By: _____

Its: Superintendent- Tom Livezey

SCHEDULE A – Salary Schedule – 2022-23

Step	Index	BA	MA	MA+30
A	1.000	$43,957	$47,427	$48,584
B	1.019	$44,802	$48,339	$49,518
C	1.038	$45,647	$49,251	$50,452
D	1.115	$49,029	$52,889	$54,190
E	1.139	$50,085	$54,040	$55,358
F	1.163	$51,142	$55,180	$56,525
G	1.188	$52,199	$56,320	$57,693
H	1.212	$53,255	$57,460	$58,861
I	1.236	$54,312	$58,600	$60,029
J	1.260	$55,369	$59,740	$61,197
K	1.284	$56,425	$60,880	$62,365
L	1.308	$57,482	$62,020	$63,533
M	1.332	$58,539	$63,160	$64,701
N	1.356	$59,595	$64,300	$65,869
O	1.380	$60,652	$65,440	$67,036
P	1.404	$61,709	$66,580	$68,204
Q	1.428	$62,765	$67,720	$69,372
R	1.452	$63,822	$68,861	$70,540
S	1.476	$64,879	$70,001	$71,708
T	1.500	$65,935	$71,141	$72,876
U	1.524	$66,992	$72,281	$74,044
V	1.548	$68,049	$73,421	$75,212
W	1.572	$69,105	$74,561	$76,379
X	1.596	$70,162	$75,701	$77,547
Y	1.620	$71,219	$76,841	$78,715
Z	1.644	$72,275	$77,981	$79,883
ZZ	1.668	$73,332	$79,121	$81,051
ZZZ	1.692	$74,389	$80,261	$82,219
ZZZZ	1.716	$75,445	$81,401	$83,387

SCHEDULE A – Salary Schedule – 2023-24

SCHEDULE A – Salary Schedule – 2024-25

SCHEDULE B – Extra Duty Compensation

YEARS EXPERIENCE IN SAME SPORT OR ADVISOR ROLE	**BASE –** parties agree to revisit discussions on Schedule B during the 2022-23 school year to study conference compensation.
Year 1, 2	$39,148
Year 3, 4	$39,915
Year 5, 6	$40,683
Year 7, 8	$41,450
Year 9, 10	$42,500

SPORT	POSITION	% of BASE PAY
Baseball	Varsity Head Coach	10.5%
	Varsity Asst. Coach	5.5%
	J.V. Head Coach	7.8%
Basketball	Varsity Head Coach	14.6%
	J.V. Head Coach	9.7%
	Freshman Head Coach	8.1%
	Middle School Head Coach	5.5%
	Middle School Asst. Coach	4.0%
Bowling	Varsity Head Coach	8.1%
Cheer Sideline	Varsity Head Coach	8.1%
	Middle School Coach	4.0%
Cheer Competitive	Varsity Head Coach	8.6%
	Middle School Coach	5.5%
Cross Country	Varsity Head Coach	8.1%
	Varsity Asst./Middle School Head Coach	8.1%
Football	Varsity Head Coach	14.6%
	Varsity Asst. Coach	9.7%
	J.V. Head Coach	9.7%
	J.V. Asst. Coach	8.1%
	Middle School Coach	5.5%
	Middle School Asst. Coach	4.0%
Golf	Varsity Head Coach	8.1%
Soccer	Varsity Head Coach	10.5%
	J.V. Head Coach	7.8%
Softball	Varsity Head Coach	10.5%
	J.V. Head Coach	7.8%
Track	Varsity Head Coach	10.5%
	Varsity Asst. Coach	5.5%
	Middle School Coach	5.5%
Volleyball	Varsity Head Coach	12.0%
	Varsity Asst. Coach	5.5%
	J.V. Head Coach	9.7%
	Freshman Coach	8.1%
	Middle School Coach	5.5%
Wrestling	Varsity Head Coach	12.0%
	Middle School Coach	5.5%

ADVISOR ROLES	% of BASE PAY
District Continuous Improvement Team Leader	2.0%
School Plays - per play	3.4%
Newspaper - per year	2.8%
Annual - per year	4.4%
Band - per year	10.2%
Chorus - M.S. & H.S.	4.0%
Chorus - Elementary	3.4%
Student Council (Two Advisors)	1.6%
National Honor Society (Two Advisors)	1.6%
Debate & Forensics - Each (One advisor)	2.4%
Clubs – Each	1.2%
6th Grade Camp (One Advisor)	2.6%
CLASS ADVISOR ROLES	
Senior (One Advisor)	1.6%
Junior (Two Advisors)	2.4%
Sophomore (One Advisor)	1.2%
Freshman (One Advisor)	1.2%
CHAPERONES	
(Per Evening) For other school sponsored activities when an admission fee is charged.	$37.37

The District may honor MHSAA coaching experience credit for coaches new to the District.

The District may honor prior internal coaching and advisor role experience for internal hires to another sport or advisor role.

The Mentor Teacher will receive as compensation for his/her extra duties and responsibilities the amount of 468.14 for a first year mentee; 364.11for a second year mentee; 260.08 for a third year mentee; for the 2022-23 school year. This compensation shall adjust annually at the same rate as Schedule A. Compensation will be issued based on the building administrator's, mentor's and mentee's signature confirmation that each criterion on the mentoring minimum responsibilities checklist were performed.

SCHEDULE C – School Calendars

See next page

2022-23 School Calendar - Elementary - Version 5

August 2022

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September 2022

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	~~6~~	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October 2022

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	~~5~~	6	cPD	8
9	10	11	12	13	14	15
16	17	~~18~~	19	20	21	22
23	24	25	26	27	28	29
30	31					

November 2022

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	~~Deer~~	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December 2022

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

LEGEND

	Full Day students
	Half Day students
	Late start Students - Staff report *
	Late start Students - Staff do not report * (conf. deferral)
	No School for students or staff
	Staff Only
X	Count Day
	PD Day - No Students

Elementary full days-385 minutes
Elementary half days – 200 minutes
Elementary late start days – 325 minutes

August
30 Professional Development Day
31 Classroom Prep & Building Meetings

September
1 Classroom Prep & Building Meetings
2 & 5 No School
6 FIRST STUDENT DAY
30 Professional Development Day (No students)

October
18, 20 Parent/Teacher Conferences in evening
21 Half Day for students- Parent/Teacher Conferences in afternoon
24-25 Fall Break

November
4 Professional Development Day (No students)
11 Half Day for students-Records Day (end of 1st MP)
23-25 No School - Thanksgiving Break

December
22-30 No School - Christmas Break

January
2-3 No School - Christmas Break
4 School resumes
27 Half Day for students-Records Day (end of 2nd MP)

February
20-24 No School - Mid-winter Break

March
7, 9 Parent/Teacher Conferences in evening
10 Half Day for students- Parent/Teacher Conferences in afternoon
31 Half Day for students-Records Day (end of 3rd MP)

April
3-7 No School - Spring Break

May
29 No School - Memorial Day

June
16 Half day for students-Records Day (end of 4th MP)

5/13/22 5/13/22

*Potential 4th day of PD to be added on March 3, 2023.
*Awaiting State 2023 SAT testing date to be published.

* District will have 37 late start days per school year for students. Staff will report for 29 of the late starts for the duration of 75 minutes each for PD. Late start sessions will end 5 minutes prior to student classes beginning at the secondary buildings and 15 minutes prior to student classes beginning at the elementary buildings.

January 2023

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	~~10~~	11	12	13	14
15	MLK	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February 2023

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	~~8~~	9	10	11
12	13	14	15	cPD	17	18
19	20	21	22	23	24	25
26	27	28				

March 2023

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3*	4
5	6	~~7~~	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	cPD	25
26	27	28	29	30	31	

April 2023

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	GF	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May 2023

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	~~30~~	31			

June 2023

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	~~13~~	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

134	full student
3	PD as Instruction
6	half days
37	late start days
180	student days
182	teacher days

2022-23 School Calendar - Secondary - Version 5

August 2022

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September 2022

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	~~6~~	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October 2022

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	~~5~~	6	c PD	8
9	10	11	12	13	14	15
16	17	~~18~~	19	20	21	22
23	24	25	26	27	28	29
30	31					

November 2022

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	~~Deer~~	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December 2022

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

LEGEND

	Full Day students
	Half Day students
	Late start Students - Staff report *
	Late start Students - Staff do not report * (conf. deferral)
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	Staff Only
X	Count Day
	PD Day - No Students

Elementary full days-385 minutes
Elementary half days – 200 minutes
Elementary late start days – 325 minutes

August
30 Professional Development Day
31 Classroom Prep & Building Meetings

September
1 Classroom Prep & Building Meetings
2 & 5 No School
6 FIRST STUDENT DAY
30 Professional Development Day (No Students)

October
17, 19 Parent/Teacher Conferences in evening
24-25 Fall Break

November
4 Professional Development Day (No students)
11 End of 1st MP
23-25 No School - Thanksgiving Break

December
22-30 No School - Christmas Break

January
2-3 No School - Christmas Break
4 School resumes
25-27 Half Day for students-Exams (end of 2nd MP)

February
20-24 No School - Mid-winter Break

March
6, 8 Parent/Teacher Conferences in evening
31 End of 3rd MP

April
3-7 No School - Spring Break

May
29 No School - Memorial Day

June
14-16 Half day for students-Exams (end of 4th MP)

5/13/22

*Potential 4th day of PD to be added on March 3, 2023.
*Awaiting State 2023 SAT testing date to be published.

5/13/22

* District will have 37 late start days per school year for students. Staff will report for 29 of the late starts for the duration of 75 minutes each for PD. Late start sessions will end 5 minutes prior to student classes beginning at the secondary buildings and 15 minutes prior to student classes beginning at the elementary buildings.

January 2023

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8	9	~~10~~	11	12	13	14
15	MLK	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February 2023

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	~~8~~	9	10	11
12	13	14	15	c PD	17	18
19	20	21	22	23	24	25
26	27	28				

March 2023

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3*	4
5	6	~~7~~	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	c PD	25
26	27	28	29	30	31	

April 2023

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	GF	8
9	10	11	12*	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May 2023

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	~~30~~	31			

June 2023

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	~~13~~	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

134	full student
3	PD as Instruction
6	half days
37	late start days
180	student days
182	teacher days

2023-24 Elementary School Calendar

2023-24 Secondary School Calendar

2024-25 Elementary School Calendar

2024-25 Secondary School Calendar

APPENDIX A – Grievance Form

____________	______	______________	_______________	__________
Grievance year	number	school building(s)	Name of Grievant	Position

INFORMAL STEP - Section 4.3(a):

Date Grievance Occurred:		Date of informal meeting with Immediate Supervisor:	

FIRST FORMAL STEP - Section 4.3(b):

Statement of grievance:

Articles and Sections of Agreement alleged to be violated:

Requested remedy:

____
Signature of Grievant

____
Date form submitted to immediate supervisor
(within 5 days of informal meeting)

- -

____
Signature of Immediate Supervisor

____
Date grievance form received by Immediate Supervisor

____
Date of meeting
(within 5 days of receipt) per Section 4.3(c)

[ ] n/a if meeting not requested

Disposition of Immediate Supervisor per section 4.3(d)
within 5 days of meeting or receipt of written grievance

______________________________ ____________________
Signature of Immediate Supervisor — Date disposition issued

- -

______________________________ ____________________
Signature of Grievant — Date Disposition Received by Grievant

Position of Grievant: **Δ Resolved** **Δ Unresolved**

<u>SECOND FORMAL STEP - Section 4.3(e)</u>

______________________________ ____________________
Signature of Superintendent — Date received by Superintendent

____
Date of meeting per Section 4.3(f) — **Position of Superintendent: Δ Resolved Δ Unresolved**
within 5 days of receipt by Superintendent

Superintendent's Disposition if Section 4.3(g)(i) is chosen by the Superintendent:

______________________________ ____________________
Signature of Superintendent — Date of Superintendent's disposition

---

Board's Disposition if Section 4.3(g)(ii) is chosen by the Superintendent:

______________________________ ____
Signature of Board President — Date of Board's disposition

____________________________ ___________________________________
Signature of Association Representative — Date of receipt by Association Representative

Position of Association - Section 4.3(h): **Δ Resolved** **Δ Unresolved**

_______________________________ ___________________________________
Signature of Superintendent — Date received by Superintendent
See agreement for next step

APPENDIX B – Letters of Agreement

Between
Oakridge Board of Education
and
Oakridge Education Association

This LOA made and entered into by and between the Oakridge Public Schools, hereinafter referredto as the "Board", "Employer", or "District" and the Oakridge Education Association, hereinafter referred to as the "Association" or "OEA".

It is mutually agreed that the August 1, 2019 – July 31, 2022 Collective Bargaining Agreement signed on July 18, 2019 amended Section 11.3 – Personal Days.

Section 11.3 was again amended via a Letter of Agreement on September 9, 2019 as noted in Appendix B in the Collective Bargaining Agreement.

It is mutually agreed that the original amendments to Section 11.3 (signed July 18, 2019) changed eligibility for 3 personal days from "on Step 13 and above of the salary schedule" to "with 10 or more years of service".

It is mutually agreed that Sarah Eldred, Erin Silva, and Mary VanderMolen were "on Step 13 or above" per the old contract language but do not have "10 or more years of service" as written in the new contract language.

It is mutually agreed that Sarah Eldred, Erin Silva, and Mary VanderMolen shall maintain their 3 personal days until they reach 10 years of service. Upon which, current contract language will applyto each individual.

It is mutually agreed that this LOA shall expire when Sarah Eldred, Erin Silva, and Mary VanderMolen reach 10 years of service or when they are no longer employed by the District.

Bre Babinec
Bre Babinec– OEA President

1-16-20
Date

Tom Livezey – Superintendent

1/3/20
Date

APPENDIX C- Letter of Agreement (LOA)

Letter of Agreement (LOA)
between
Oakridge Board of Education
and
Oakridge Education Association

This LOA made and entered into by and between the Oakridge Public Schools, hereinafter referred to as the "Board", "Employer", or "District" and the Oakridge Education Association, hereinafter referred to as the "Association" or "OEA".

Whereas it is mutually agreed that the current OEA Schedule B be adjusted to include a yearly Theatre Manager stipend in the annual amount of 8.6% of base pay and E-Sports stipend in the amount of 4% of base pay per season.

Payment Method
Payment for Athletic Stipends will be paid out half at the beginning of the season and half at the end of the season.
Payment for 'year long' Non-Athletic Schedule B Stipends will be paid out half at mid-school year and half at the end of June.
Payment for 'per event' Non-Athletic Schedule B Stipends will be paid out upon completion of the performance.

This letter of agreement shall be included in Appendix C of the current CBA.

Dominic Taylor- OEA President — Date: 11/9/22

Tom Livezey-Superintendent — Date: 11/9/22

Jeff Kartes-Board President — Date: 11/16/22