



2008 - 2011

MASTER CONTRACT

between the

OXFORD COMMUNITY SCHOOLS

and the

OXFORD EDUCATION ASSOCIATION

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AGREEMENT

AGREEMENT entered into, by and between the School District of the Oxford Community Schools, hereinafter called the "Board," and the Oxford Education Association, a voluntary organization, hereinafter called the "Association."

THEREFORE, the following articles represent the conditions which have been agreed upon:

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Association as the sole and exclusive bargaining agent as defined in Section 11 of Act 336, Public Acts of 1947, as amended, for all certified teaching personnel employed by the Board, whether under contract or on leave, as well as for such personnel who have been laid off from bargaining unit positions regarding their rights pursuant to Article XX of this Agreement. "Teacher" as defined shall include K-12 classroom teachers, counselors, librarians, teacher coordinators (i.e. Cooperative Education, Title I Reading, etc.), special education staff members, social workers and psychologists. Specifically excluded there from shall be substitutes, community and adult education instructors, Superintendent, Assistant Superintendent, Deputy Superintendent, Associate Superintendent, Principals, Assistant Principals, Directors including Athletic Director, and all other administrators.

B. The parties agree that each teacher employed will be required to sign an individual contract of employment. The individual contract is subject to a collective labor agreement negotiated by the Board and the Association as exclusive bargaining agent of teachers employed by the Board.

C. The terms "teacher(s)" or "employee(s)," singular or plural, when used hereinafter in this Agreement, shall refer to all personnel represented by the Association in the bargaining unit as defined above, and references to one gender shall include the other gender.

ARTICLE II

NEGOTIATION PROCEDURES

A. The terms and conditions of employment provided in this Agreement shall remain in effect throughout the entire term of the Agreement unless altered by mutual written agreement between the parties.

B. On or before June 1 of the calendar year preceding the expiration of this Agreement and upon the request of either party, negotiations will be undertaken for a successor Agreement.

C. Neither party in any negotiations shall have any control over the selection of the negotiation or bargaining representative of the other party, and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification of the Association and the Board, the parties mutually pledge that their representatives will possess all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations.

D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission.

E. None of the above provisions shall preclude the ongoing consideration and resolution of issues relevant to this Agreement. The parties therefore agree to the establishment of a Continuing Contract Committee to serve this function and others specified in the Agreement. The composition and operation of the Continuing Contract Committee will be mutually agreed to by the parties.

ARTICLE III

MANAGEMENT RIGHTS

A. The Association recognizes that the Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitation, all

powers, rights, authority, duties and responsibilities conferred and vested in it by the laws and Constitutions of the State of Michigan and of the United States, including but without limiting the generality of the foregoing, the following:

1. The right to the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees during working hours;
2. The right to hire all employees, and subject to provisions of the law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion;
3. The right to determine the work schedules, the hours of the working day and the duties, responsibilities and assignments of all employees represented by the Association;
4. The right to adopt reasonable rules and regulations.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, 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 which are in conformance with the laws and Constitution of the State of Michigan and the laws and Constitution of the United States.

ARTICLE IV

ASSOCIATION AND TEACHER RIGHTS

A. Right to Organize - Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that all its employees, as defined in Article I, shall have the right to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection. As the duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by

the Act or other laws of Michigan or the United States, and further, that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of membership in the Association, participation in any activities of the Association or collective professional negotiations with the Board, or the institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Association Bulletin Boards - The Association shall have the use of one (1) bulletin board in each school building, which may be used for matters relating to the official business of the Association. These bulletin boards shall be located in the teacher lounges, or at such other mutually agreeable location as may be determined in each building.

C. Association Representatives - The Association shall designate building representatives in each school building. The names of the designated building representatives will be provided to the Board by October 15 each year. Building administrators and Association representatives shall meet when necessary for the purpose of reviewing administration of the contract and resolving problems which may arise. These meetings are not intended to bypass the grievance procedure, nor to impede the operation of the Continuing Contract Committee.

D. Access to Public Information - The Association shall have access to available public information concerning the school district, and such information shall be furnished in response to a reasonable request. A reasonable fee as established by the Board, not to exceed the fee established by the Board for providing copies of public documents, may be charged for copies of any requested documents.

E. Use of School Buildings - The Association and its members shall enjoy the use of school building facilities for meetings outside of school hours on the same basis as any other group, consistent with established Board policy and in accordance with established application procedures.

F. Use of Inter-School Mail - The inter-school mail system shall be available to the Association and its members for distributing materials related to official Association business.

G. Use of School Equipment - The Association and its members shall have the privilege of using school district equipment, when such equipment is not otherwise in use, upon consent of the building principal or other designated administrator. The Association or member shall pay for all materials incidental to such use at school district cost.

H. Notification of Alternate Use - The parties agree that when individuals or groups use classrooms, facilities and/or equipment (school owned or individually owned) disruptions can occur which may impact on the quality of education students receive. To minimize such impact, the appropriate administrator agrees to notify affected staff in advance when classrooms, facilities or equipment are to be used by anyone other than the regularly assigned staff members, except in emergencies. Complaints by affected staff members regarding such use shall be made to the principal or other appropriate administrator. Affected staff members shall be advised of the disposition of their complaints.

I. Parking Availability - Adequate parking facilities shall be reserved for teachers at all school buildings. Every attempt will be made to keep the parking facilities clear and usable.

J. Access to Personnel Files - Teachers desiring to review their personnel files shall make prior arrangements with the Board office, and the Superintendent or his/her designee shall be present during the time teachers are conducting their reviews. Teachers requesting copies of documents from their personnel file may be charged a reasonable fee for the copies, not to exceed the fee established by the Board for providing copies of public documents.

K. Written Warnings and Reprimands - Prior to the issuance of a written warning or written reprimand to any teacher, the building principal or other designated administrator shall meet with the affected teacher for the purpose of discussing and reviewing the reason(s) for the warning or reprimand.

1. At the time the meeting is scheduled, the affected teacher will be advised of the purpose of the meeting by the building principal or other designated administrator.

2. When the meeting with the affected teacher is held, the teacher may be

accompanied by an Association representative at the teacher's option.

3. No teacher will be further disciplined, nor be reduced in rank or compensation, or be deprived of any professional advantage without just cause.

L. Listed Offenses – The Board and Association agree that the following constitutes just cause for immediate termination of employment and that termination of a teacher for the following is not subject to the grievance procedure:

1. Past or recent conviction of a “listed offense” as defined in Section 2 of the Sex Offenders Registration Act.

2. Past or recent conviction of a felony which does not constitute a “listed offense” as defined by Section 2 of the Sex Offenders Registration Act unless the Board and Superintendent of Schools, in their sole discretion, specifically approve continued employment of the employee.

3. Violation of subsection 1230d(1) or subsection 1230d(2) of the Revised School Code.

M. Payroll Deduction - Upon appropriate written authorization from a teacher, the Board shall make deductions from the salary of that teacher, and make appropriate remittances on his/her behalf to MPSERS, annuity plans or custodial accounts, or any other plans or programs approved by the Board.

1. CCC and administration will mutually agree upon 403b providers. All providers must meet IRS regulations. To become eligible for payroll deduction, a company or carrier offering annuity plans or custodial accounts must have a minimum of ten (10) participants, a majority of whom are Association members, and the maximum number of such companies or carriers approved by the district shall not exceed twelve (12).

2. If the number of participants drops below ten (10) for an established provider, the participants can continue to contribute to that 403B and remain with that company. However, no new employees may sign up with that provider. The provider will be given a three-month notice prior to reaching a “frozen” status.

N. Release Time for OEA President – As long as the district and the OEA continue to work in a collaborative style, the district may approve the release of the OEA President for up to ½ of each day. This release time is to allow the President to meet with members, representatives and administration to resolve issues, if possible, in a spirit of collaboration. This release time will be reviewed annually by June 1 for the next school year. Feasibility for this release time will be based on cost, scheduling, and the needs of the district and the Association.

ARTICLE V

AGENCY SHOP PROVISIONS

A. General Provision - Membership in the Association is not compulsory. The Association is required under this agreement to represent all of the employees in the bargaining unit fairly and equally to the extent provided herein and under the law. The terms of this Agreement apply equally to all employees in the bargaining unit and not only to members of the Association. Accordingly, it is fair that all teachers in the bargaining unit assume obligations commensurate with the grant of equal benefit contained in this Agreement. If a teacher chooses not to become a member of the Association, then that teacher should be willing to contribute toward the administration of this Agreement.

B. Dues and Service Charge - Teachers for whom the Association is the recognized bargaining agent as defined in Article I shall, as a condition of continued employment, either join and pay dues to the Association, or pay a service charge as prescribed below.

1. Teachers electing to join the Association shall sign and deliver to the Board an assignment authorizing the deduction of annual membership dues to the Association (including Michigan and National Education Association dues), with the understanding that such authorization shall remain in effect from year to year unless revoked in writing between August 1 and 31 of a given year.

2. Teachers electing not to join the Association shall cause to be paid to the Association, either in cash or by authorizing payroll deduction, a service charge

determined by the Association. Said service charge shall be paid or authorized within thirty (30) days of date of hire, the beginning of the school year or the effective date of this Agreement, whichever is later.

3. Teachers hired during the school year shall be required to tender through direct payment or payroll deduction authorization only the remaining monthly installment payments toward the Association dues or service charge. Such prorated amount shall be based on a ten (10) month school year and the number of months left in the school year after the affected teacher's date of hire, calculated to the nearest full month.

4. No teacher who shall leave the Board's employ before the completion of a school year shall be required to pay or have deducted any additional monies under the dues or service charge provisions of this Article.

5. Part-time teachers employed on a regular basis and being compensated according to Article XV, Section F will pay a prorated share of their dues or service charge as determined by the Association.

6. Certified employees not eligible to be compensated under Article XV, Section F shall not be required to join and pay dues to the Association, nor pay the service charge thereto.

C. Association Responsibilities - Within ten (10) days of the start of each school year, the Association agrees to advise the Board in writing of the current rate of OEA, MEA and NEA dues. The Association further agrees to assume other responsibilities in connection with the provisions of this Article as follows:

1. It will send written notice to each teacher obligated to tender dues or a service charge, indicating the amount to be tendered and specifying a reasonable deadline date for discharging the obligation. A copy of such notices shall be provided to the Board.

2. Within thirty (30) days after the start of each semester, it will send the Board a list of teachers who have paid their annual Association dues or service charge in

cash.

3. It will send written notice to any teacher when necessary to advise that the teacher has failed to fulfill the financial obligation described in Section C 1 above by the prescribed date, and to warn that a written request for that teacher's termination will be made to the Board if the obligation is not discharged within a reasonable period thereafter. A copy of such notices shall be provided to the Board.

4. When necessary, it will advise the Board in writing that a teacher's financial obligation has not been discharged despite notification as described in Section C 3 above, and that as a consequence, the Association is officially requesting the termination of said teacher in conformance with provisions of this Article.

D. Board Responsibilities - The Board agrees to assume the following responsibilities in connection with the provisions of this Article.

1. It will deduct annual dues and/or service charges on behalf of the Association in equal installments from the payroll dates available during each school year. The first such date will be the first scheduled payroll date which occurs at least ten (10) days after the Board has received the pertinent information outlined in Section C above. The last such date will be the twenty-first payroll date – i.e. the final payroll date for those teachers electing to be paid on a school year basis.

2. It will remit to the Association by the 15th of each month all monies deducted on the Association's behalf, accompanied by a list of the teachers' names from whom such deductions were made, indicating the amount of same.

3. Upon receiving an Association request as described in Section C 4 above, it will notify the affected teacher that the teacher's employment shall be discontinued at the end of the school year unless the requirement set forth in Section B above is satisfied at least sixty (60) days prior to the end of the school year.

E. Employment Protection - If a teacher has tendered the annual dues or the

prescribed service charge directly to the Association, or has a written assignment in effect authorizing the deduction of such dues or service charge, the teacher shall not, under any circumstances, risk the loss of employment because of a lack of good standing in the Association. The Association cannot cause the discharge of a teacher who has resigned from or has been expelled by the Association for any reason other than failure to directly tender the annual dues or the prescribed service charge owed to the Association and/or revocation of the payroll deduction authorization covering such obligations.

F. Related Litigation - In any case in which a teacher contests a discharge under the provisions of this Article, and it is necessary for the Board to defend its position and engage legal counsel and incur expenses in doing so, the Association agrees to pay such expenses so incurred by the Board, provided that the counsel is acceptable to the Association. If the opportunity arises to settle the case and the Association is willing to pay the cost of settlement, the Association will be free of all obligations hereunder if the Board refuses to settle. The Association shall hold the Board harmless on account of any monies deducted and remitted to the Association pursuant to this Article. When a teacher's employment has been terminated and notice has been given that the teacher is in the process of contesting that termination through the tenure commission or a court of competent jurisdiction, the teacher litigating the issue will have employment continued until such time as the litigation has been completed and a decision is rendered in the matter or until the teacher has ceased to pursue legal remedies available by not making a timely appeal of any decision rendered in said issue by the tenure commission or by a court of competent jurisdiction. Any such request for litigation by a teacher must commence within the thirty (30) days immediately following receipt of the notice that the teacher's employment is being discontinued as of the conclusion of the school year.

ARTICLE VI

SCHOOL YEAR AND SCHOOL DAY

A. School Calendars - The 2009-010 and 2010- 2011 school years shall be determined in accordance with the school calendars in Appendix A.

B. School Closing - In the event school is closed for students due to inclement weather or other emergency causes, teachers shall not be required to report for duty, and the day of instruction shall be rescheduled as provided herein. Teachers shall not receive additional compensation, including but not limited to additional salary or paid leave days, for rescheduled days of instruction.

1. Any days that schools are closed for students due to inclement weather or other emergency causes, which are not required to be rescheduled by statute or appropriate governmental agency and which do not result in a loss of state aid funding to the school district, shall not be made up or rescheduled. If, due to a statutory change or modification, the school district can count days school is closed for students due to inclement weather or other emergency causes as days of pupil instruction for state aid purposes, and/or if the district is not required to make up days of student instruction without a loss of state funding, teachers shall not be required to make up days school is closed for students as a result of inclement weather or other emergency causes and shall not lose pay or paid leave. After 30 hours of cancelled school due to inclement weather or other emergency causes, the OEA and superintendent or designee will determine whether to make-up the time through additional student days/hours or professional development days/hours.

2. If teachers are absent as the result of illness or approved personal business on a day school is closed as a result of inclement weather or other emergency causes, sick leave days will not be deducted if the cancelled day is to be rescheduled later in the school year. If such absences occur on a cancelled day which is not to be rescheduled, sick leave days will be deducted only if the absence is a continuation of a series of one or more absences for which such deductions would normally be made.

3. If cancelled days of instruction are required to be rescheduled, any recess periods in the calendar excepting legal holidays may be modified upon mutual agreement between the Board and the Association. Either party may request such

modifications, but mutual agreement must be reached no later than thirty five (35) calendar days prior to any scheduled recess involved. Absent such agreements between the Board and the Association, all cancelled days of instruction which must be rescheduled shall be placed at the end of the school year and appropriate calendar adjustments shall be made.

C. General Teaching Hours - The teacher workday will be seven hours and thirty minutes in length. On days preceding a holiday, vacation, or recess, however, the teacher workday shall end as soon as the student buses have left. Unusually late buses will not be the responsibility of the teachers on such days.

1. Alternative Schedules - The teaching hour guidelines for the various levels of instruction which are outlined in Sections D, E and F below will not preclude the adoption of professional development or similar alternative schedules. Any such alternative schedules will be implemented only upon mutual agreement of the Board and the Association, and no such schedule will result in any significant alteration in the overall instructional responsibilities of the teachers involved.

2. Duty Assignments - Teachers may be assigned duties before and/or after the regular class schedule as determined by the building principal or designee. In making such assignments, the needs of the school district and of the affected teachers shall be considered. It is the responsibility of the teacher to participate in meetings with parents, staff, and/or students regarding individual student concerns (i.e., IEPs, Assist Teams, etc.) during this duty time. Advance notice will be provided whenever possible. When other assignments are not in effect, such time may be utilized as preparation time.

3. Duty Free Lunch - An uninterrupted duty free lunch period of at least thirty (30) minutes will be scheduled for all teachers, and in secondary buildings, at least five (5) minutes of passing time to or from lunch period will be scheduled in addition.

a. On days where instructional time has been reduced as the result of adopting an alternative schedule, the length of the uninterrupted duty free

lunch period may also be reduced by mutual agreement of the Board and the Association.

b. Teachers may leave their building during lunch hour unless it is determined by the building principal that there is a specific need for a teacher to remain. Teachers should inform their principal or designee if they intend to leave the building during lunch hour, and will request permission of the principal or designee if they wish to leave at other times during working hours.

4. Traveling Teachers - The teaching schedule of teachers assigned to more than one building will be determined by the administration, subject to the provisions of this Agreement. The appropriate administrator(s) will consult with each traveling teacher in developing his/her schedule, and upon the request of an affected teacher, shall meet with him/her to reach a written agreement on expectations regarding attendance at staff meetings, exam schedules, participation in parent-teacher conferences, conference time and any other related matters deemed necessary by either party. If an agreement is not reached, the Continuing Contract Committee shall meet within two (2) weeks thereafter to resolve any area(s) of disagreement. In arriving at an agreement, the parties should consider the proportion of the teacher's time spent in each building, and required for travel between buildings. They will also consider the value of an uninterrupted conference period, and if one cannot be provided should assign the longest conference segments possible, in no case less than twenty (20) minutes in length. The intent is to provide conference time in minimum intervals of 30 minutes. On occasions when traveling teachers are unable to make their assignment, they will notify the principal involved as soon as possible. On occasions when the schedule of such a teacher is altered, the principal will notify the teacher involved as far in advance as possible.

5. Substituting by Full Time Teachers - Substituting by full time teachers will be limited to emergency situations, i.e. situations when the administration has

attempted to contact all district substitutes and has found none available to assume the necessary assignment(s).

a. Teachers may volunteer to substitute in emergency situations during their conference periods or at other times they do not have instructional responsibilities. If no teachers volunteer, teachers will be assigned to perform this duty in reverse order of seniority by building, with the provision that teachers may decline assignment on a specific day as long as they fulfill their obligation during each assignment cycle. Teachers so substituting will be paid at the rate specified in Schedule D of Appendix C.

b. Teachers will not be required to substitute in lieu of their regular duties except in emergency situations when the necessary assignment(s) cannot be covered under the provisions of Section (a) above. Every attempt will be made to avoid such substitute assignments, and to distribute them equitably when they are unavoidable. As a result of the difficulties inherent in utilizing regular teachers to substitute at the elementary level, and of the substantial variation in the practices of different buildings, the following guidelines were developed and adopted on March 23, 1999.

1. When an emergency substitute is required at the elementary level because a regular substitute cannot be secured, the following guidelines will be observed in assigning staff members to this responsibility.

i. Teachers who are available during "prep" times when they are not assigned instructional responsibilities will be utilized to the extent possible.

ii. Administrators will assume this responsibility if they are available.

iii. Non-classroom certificated staff (e.g. reading staff, special education staff, counselors, etc.) will be utilized next.

- iv. Elementary “specials” will be cancelled so that these instructors can be utilized in the classroom if necessary.
 - v. Special education classroom teachers will be utilized when absolutely required.
 - vi. Students will be “divided up” among other classrooms when no other option is available.
2. Compensation for undertaking such assignments will vary according to the circumstances of the individual situation, but should be handled according to the following guidelines.
- i. When teachers are assigned during what would otherwise be “free” (i.e. non-instructional) time, they will receive direct compensation as provided for in Schedule D of the contract.
 - ii. When specific programs cannot be so identified, the same amount will be provided for “generic” use in the building.
 - iii. Teachers who give up “specials” as a result of implementing the above mechanisms will be compensated directly as provided for in Schedule D.
3. Discretion should be used in the implementation of the above guidelines to avoid repeatedly calling on the same individuals to assume these responsibilities, and to avoid unduly concentrating “extra” funding in certain programs at the expense of others.
6. Substituting by Part-Time Teachers – The Board may employ part-time teachers as long term substitutes, and compensate them according to the schedule established for such assignments. Part-time teachers who substitute

intermittently in addition to their regular duties will be paid at the rate specified in Schedule D of Appendix C, rather than at the regular substitute teacher rate.

D. Elementary Teaching Hours - No elementary classroom teacher will be assigned more than 1670 minutes of student instruction time during a typical five day week, i.e. an average of 334 minutes per day, exclusive of recess and special teacher instruction. Scheduled annual instructional time will not exceed five (5) hours above state mandated instructional time.

1. Elementary classroom teachers in grades 1 through 5 shall have a minimum of 240 minutes per full week of instruction designated as preparation time at a minimum of 30 minutes per day in addition to any unassigned time before and/or after the regular class schedule and during recess. Special teacher instruction will be scheduled so as to provide the designated preparation time as equitably as possible.

2. The schedules of kindergarten and other elementary instructional staff members will be made as comparable to those of the regular classroom teachers described above as possible. When the special teacher instruction required by Section 1 above results in less than comparable schedules for the teacher(s) providing it (taking into account the student passing time and teacher travel time involved in these assignments), such teacher(s) may be assigned other instructional responsibilities for which they are qualified, or if necessary to bus, recess or other supervision duties to create greater comparability.

3. Except in cases of emergency or inclement weather, classroom teachers in the elementary schools will be relieved of bus and recess duties. The building principal or designee shall determine the need for indoor recess due to inclement weather.

4. To the extent necessary to meet state mandated clock hour requirements, all teachers assigned full time to elementary buildings will be expected to provide continuous supervision on a rotating basis during all scheduled student recess periods. It is understood that while this responsibility may require deviations from

the limitations outlined elsewhere in this section, it may not interfere with the duty free lunch period specified in Section C3.

E. Middle School (6th, 7th & 8th grades) Teaching Hours - No middle school classroom teacher will be assigned more than 1670 minutes of student instruction time during a typical five day week, i.e. an average of 334 minutes per day. Scheduled annual instructional time will not exceed five (5) hours above state mandated instructional time.

1. Teachers voluntarily agreeing to teach an additional student class period shall be paid in accordance with Schedule B of Appendix C. It is agreed that middle school student instruction shall encompass both scheduled class time, and the passing time between classes. Therefore, teachers are expected to help monitor and manage student behavior during passing time. To accomplish this task, teachers need to consistently stand at their doorway or in the hallway by their classroom during passing time.

2. All full time middle school classroom teachers will have a conference period equal in length to one (1) regular class period. Librarians, counselors and others in full-time, non-classroom assignments are entitled to a similar daily preparation time, and may request that it be scheduled during a specified period. Individuals assigned part-time to any of the above positions are entitled to daily preparation time proportionate to the length of their respective assignments.

3. The schedules of other middle school staff members will be made as comparable to those of the regular classroom teachers described above as possible.

4. Bus duty shall be equitably shared by middle school teachers, as required at the end of the school day.

F. High School Teaching Hours - No high school classroom teacher will be assigned more than 1670 minutes of student instruction time during a typical five day week, i.e. an average of 334 minutes per day. Scheduled annual instructional time will not exceed five (5) hours above state mandated instructional time.

1. Teachers voluntarily agreeing to teach an additional student class period shall be paid in accordance with Schedule B of Appendix C. It is agreed that high school student instruction shall encompass both scheduled class time and the passing time between classes. Therefore, teachers are expected to help monitor and manage student behavior during passing time. To accomplish this task, teachers need to consistently stand at their doorway or in the hallway by their classroom during passing time.
2. All full-time high school classroom teachers will have a conference period equal in length to one (1) regular class period. Librarians, counselors and others in full-time, non-classroom assignments are entitled to a similar daily preparation time, and may request that it be scheduled during a specified period. Individuals assigned part time to any of the above positions are entitled to daily preparation time proportionate to the length of their respective assignments.
3. The schedules of other high school staff members will be made as comparable to those of the regular classroom teachers described above as possible.
4. Bus duty shall be equitably shared by high school teachers, as required at the end of the school day.

ARTICLE VII

TEACHER RESPONSIBILITIES

- A. General Responsibility - It is the responsibility of the Association and individual teachers to honor written Board policies, and administrative regulations and policies not otherwise in conflict with provisions of this Agreement.
- B. Lateness and Absence Notification - If a teacher is delayed en route to school, the building principal should be notified of the teacher's tentative arrival time. In case of absence, a teacher must notify the designated sub caller by 6:00 a.m. at the secondary

level, and 7:00 a.m. at the elementary level in order to allow time for a substitute to be secured.

C. Electronic Grade Reporting – Teachers at the secondary level will be responsible to update electronic grade reports by Thursday of each week. A focus on technology will be designated for secondary professional development. Secondary teachers will not be required to prepare progress reports. Based on this, no spring afternoon parent-teacher conferences will be held.

D. Lesson Plans - It shall be the teacher's responsibility to prepare written daily lesson plans for classes. Such plans may be reviewed with the teacher as part of the appraisal process. It is also the teacher's obligation to provide current lesson plans, class lists and/or seating charts for the benefit of substitute teachers. In addition, two (2) alternate learning activities for emergency use shall be available and on a shared drive in an electronic file for the building principal by the end of the third week of school each year.

E. Protection of Funds - Teachers are expected to exercise prudence and good judgment in collecting, storing, depositing and accounting for school related funds.

F. Supervision of Activities – A calendar of activities will be developed on or before October 15 of each school year for the first half of the school year, and on or before January 30 of each school year for the second half of the school year in each middle and high school building. Teachers are encouraged to participate in school activities, and may fulfill the requirements of this section by volunteering to supervise scheduled activities within their respective buildings on the basis of seniority. If additional teachers are needed to conduct scheduled activities within a building, they shall be assigned in reverse order of seniority. No teacher shall be assigned more than two (2) such activities per half year, and no teacher shall be assigned to a second activity until all teachers have completed and/or been assigned at least one (1) such activity per year. The responsibility of teachers who are assigned to more than one building shall be proportional to that of full-time teachers in the buildings involved. In the event that activities are added to the school activities calendar after October 15 for the first half of the school year or January 30 for the second half of the school year, the sponsor(s) of the added activities shall be responsible for

securing voluntary supervision in numbers determined to be sufficient by the building administrator. Elementary classroom teachers are expected to attend their grade level vocal/music annual performance and assist with student management.

G. Open Houses - One (1) Parent Open House or similar activity may be scheduled each school year in each building. The participation of teachers in this type of activity will count toward their supervisory responsibilities as outlined in Section F above.

H. General Supervisory Responsibility - Each teacher is generally responsible to the immediate supervisor, and directly responsible to the principal of the building to which the teacher is assigned. Teachers have responsibility for all students assigned to them for specified periods of time. Also, teachers have general responsibility for student conduct during the full length of the teaching day. When a teacher is assigned a particular area to supervise not in the general proximity of the classroom, it is understood that the assigned area will then be a primary area of responsibility.

I. Staff Meetings – All faculty members shall attend staff meetings called by the building principal, unless specifically excused by the principal. The length of the meetings should not exceed forty-five (45) minutes duration nor exceed forty-five (45) minutes beyond the teachers' scheduled day. Business meetings are limited to two (2) meetings per month except for an emergency. Unless there is an emergency or mutual agreement with the OEA building representative(s), meetings will be scheduled at least a week in advance. Agendas for business meetings will be mutually collaborated on between the building administrator and teacher leaders as determined by the OEA. NCA and grade level/department meetings will not exceed two (2) times per year unless the building administrator and teachers mutually agree to have additional meetings. Staff meetings are not to be scheduled on teacher work days or records day.

ARTICLE VIII

GRIEVANCE PROCEDURE

A. Definitions - A claim by a teacher, group of teachers or the Association that there

has been a misinterpretation, misapplication or other violation of any provision of this Agreement shall constitute a grievance. With the exception of the summer months when school is not in session, the term "days," as used in this grievance procedure, shall mean days on which school is in session. During the summer months when school is not in session, the term "days," as used in this grievance procedure, shall mean weekdays, specifically excluding weekends and holidays.

B. Excluded Matters - It is expressly understood that the grievance procedure outlined in this Article shall not apply to those areas (e.g. discharge, recall and/or demotion) for which the Tenure Act prescribes a procedure or authorizes a remedy. Also, the following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

1. The termination of services of or failure to re-employ any probationary teacher. Under such a termination, the probationary teacher shall be informed in writing of the reasons for termination.
2. The termination of services or failure to re-employ a teacher to a position on the extracurricular schedule.
3. Any matter involving the content of a teacher appraisal.
4. Any matter for which there is an administrative procedure provided under state or federal statutes (e.g. EEOC, etc.).

C. Grievance Representatives - The Association shall designate representatives to handle grievances. The Board hereby designates the principal or other responsible administrator in each building to act as its representative at Level One as hereinafter described, and the Superintendent or designated representative to act at Level Two as hereinafter described.

D. Prescribed Grievance Format - A written grievance as required herein shall conform to the format outlined below. Any written grievance not in accordance with the following requirements may be rejected as improper by the Board. Such a rejection shall not extend the limitations hereinafter set forth.

1. It shall be signed by the grievant(s) and/or the Association's designated grievance representative.
2. It shall cite the section or subsections of this Agreement alleged to have been violated and a brief statement of the basis of the grievance.
3. It shall contain the date of the alleged violation.
4. It shall specify the relief requested.

E. Local Grievance Procedures - Grievances filed in accordance with the provisions of this Article shall be processed as outlined below.

1. Level One - A teacher, teachers or the Association alleging a violation of the express provisions of this contract shall within ten (10) days of its alleged occurrence discuss the grievance with the building principal or other appropriate administrator to resolve same. At the time of such discussion, the grievant(s) or the Association shall indicate to the administrator that the discussion involves a possible grievance. If no resolution is obtained within three (3) days of the discussion, the teacher shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two.

2. Level Two - A copy of the written grievance shall be filed with the Superintendent or designee as specified in Level One with the endorsement thereon of the approval or disapproval of the Association. Within five (5) days of receipt of the grievance, the Superintendent or designee shall arrange a meeting to discuss the grievance with the grievant and/or, at the option of the grievant, the designated Association representative. Within five (5) days of the discussion, the Superintendent or designee shall render a decision in writing, transmitting a copy of same to the grievant, the Association Secretary and, if applicable, the principal of the building in which the grievance arose. A copy of same will also be placed in a permanent file in the office of the personnel administrator.

3. Level Three- If the Association is not satisfied with the disposition of the grievance at Level Two, or if no decision is rendered at Level Two, it may, within ten

(10) days after the Level Two decision, or expiration of the time therefore, submit the matter in writing to arbitration with the American Arbitration Association. Only the Association shall have the right to process grievances to Level Three. In such event, the grievance will be processed as described in Section F below.

F. Arbitration Procedures - Grievances proceeding to arbitration shall be processed as follows:

1. An arbitrator shall be selected in accordance with the Rules of the American Arbitration Association, which shall also govern the proceedings. The parties may mutually agree to direct appointment of an arbitrator.
2. Neither party may raise a new defense or ground in arbitration which was not previously raised or disclosed at earlier written grievance levels.
3. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association. Subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
4. Powers of the arbitrator shall be subject to the following limitations:
 - a. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - b. The arbitrator shall have no power to establish new salary scales.
 - c. The arbitrator shall have no power to decide any question which is within the responsibility of management to decide under this Agreement. The arbitrator shall give due regard to responsibilities of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
 - d. Absent an express agreement between the Board and the Association regarding a particular grievance the arbitrator shall not hear any grievance previously excluded from the scope of the grievance procedure

nor any grievance arising after the expiration of this Agreement and prior to the ratification by both parties of a successor agreement.

e. If the Board disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall first rule upon the arbitrability thereof before rendering an award.

f. More than one (1) grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent of the parties.

g. The arbitrator shall have no power to apply state or federal law except as previously interpreted by courts of law, attorney general opinions or other arbitration awards.

h. Where no wage/monetary loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make wage/monetary adjustments, and the arbitrator shall have no power to order same.

i. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed.

5. The fees and expenses of the arbitrator shall be shared equally between the parties, but each party shall pay the expenses of its own witnesses, preparation and related expenses.

6. The Board and the Association may mutually agree to submit a grievance to expedited arbitration under the Rules of the American Arbitration Association pertaining to expedited arbitration.

G. Other Grievance Guidelines - The additional guidelines which follow apply to all grievance procedures as appropriate.

1. Should a teacher fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a teacher fail to appeal a decision within the time limits specified, or leave the employ of the Board (except with respect to a claim involving a remedy directly benefiting the grievant regardless of the grievant's employment), all further proceedings on a previously instituted grievance shall be barred.
2. The Board and the Association will, upon written request, share such information as is required for processing grievances.
3. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher or a participating Association representative is to be at their assigned duty stations unless the parties mutually agree otherwise.
4. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, the Board shall use its best efforts to process such grievance prior to the end of the school year or as soon thereafter as possible.
5. Notwithstanding the expiration of this Agreement, any claim or grievance arising there under may be processed through Level Two of the Grievance Procedure.

ARTICLE IX

TEACHER PERFORMANCE APPRAISAL AND DEVELOPMENT

A. Appraisal Process - The parties to this Agreement recognize the importance and value of assisting and appraising the progress and success of both newly employed and experienced personnel. The following procedures have therefore been agreed to in an effort to accomplish these goals:

1. At the beginning of each school year a copy of the appraisal instruments in use will be given to each teacher scheduled for appraisal that year and to any other teacher upon request. At the same time, a list of those teachers scheduled for appraisal will be posted or otherwise made available in each building. Any teacher may ask his/her supervising administrator for clarification regarding the appraisal instruments.
2. Probationary teachers shall be provided an individualized development plan and a year-end performance appraisal based at least in part on a minimum of two written observations each school year as specified in law.
3. Tenured teachers shall be provided a performance appraisal at least once every three years based at least in part on a minimum of two written observations during the period covered. If the performance of a tenured teacher is judged to be less than satisfactory, he/she shall be placed on a performance improvement plan as specified in law.
4. Each appraisal shall be conducted by the building principal or other designated administrator. All classroom observations shall be conducted openly and with full knowledge of the teacher. If such observations are to be used as part of the formal appraisal process, at least two (2) will be no less than forty-five (45) minutes in length for the first written observation and no less than two (2) forty-five (45) minute observations for the second written observation, and none will be made on the days preceding or following a vacation.
5. Brief oral or written feedback shall be provided to the teacher observed after

each classroom observation being included as part of the appraisal process, and an appraisal conference shall be held not later than ten (10) working days after the final such classroom observation. A copy of the written appraisal, summaries and recommendations for improvement of all unsatisfactory categories, if any, shall be submitted to the teacher not later than five (5) working days after the appraisal conference. The original and one (1) copy of the appraisal and attachments are to be signed by the teacher acknowledging receipt thereof, and are to be returned to the appropriate administrator within three (3) working days of receipt by the teacher. One (1) copy of the appraisal and attachments shall be retained by the teacher.

6. If a teacher's written appraisal indicates that there are unsatisfactory categories in the teacher's performance, the evaluator will provide the teacher with pertinent information in writing. That information will include an indication of the unsatisfactory categories, recommendations for improvement, professional assistance offered a time schedule for improvement and a subsequent appraisal follow-up.

7. In the event a teacher believes that an appraisal was incomplete or unjust, such teacher may state any objections in writing within ten (10) working days from the date of the receipt of the written appraisal and may attach said objections to the written appraisal to be placed in the teacher's personnel file.

8. In the event of an emergency due to illness or disability, the time limits specified in Section 6 above may be extended an additional ten (10) working days upon the request of the administrator or the teacher involved.

9. The last written appraisal for each probationary teacher shall be made available no later than April 20 of the current school year or in case of late hires no later than one (1) week prior to the last day of school. The written appraisal for each tenured teacher shall be made available no later than June 1st of any school year in which the teacher is being evaluated. Probationary teachers commencing employment other than at the traditional start of the school year may be placed

upon an altered appraisal schedule.

10. A teacher whose services are being considered for termination under provisions of the Tenure Act shall be provided written notification from the Superintendent including the statement of charges and advising of the teacher's rights under the Tenure Act for a hearing and appeal. The Association shall receive a copy of such written notification.

11. On or before June 1 of each year, either party to this Agreement may request a review of the appraisal process. Upon such request, the Continuing Contract Committee will discuss and, as necessary and appropriate, see that the criteria for appraisal, the current appraisal instruments and/or the appraisal procedures in use are revised.

B. Mentoring Process - The parties to this Agreement also recognize the importance and value of affording beginning teachers maximum opportunities to acquire the knowledge and develop the skills necessary to have successful teaching experiences. Toward this end they agree to cooperate in establishing a mentoring process which will not only satisfy legally mandated induction requirements, but will promote the personal and professional well being of beginning teachers, will increase the retention of promising beginning teachers, and will transmit the shared core values of the district to such teachers. The following guidelines have therefore been agreed to in an effort to accomplish these goals.

1. Volunteers will be selected from among the existing teaching staff to serve as mentors for beginning teachers throughout their probationary period. Mentor assignments may be modified, however, if so requested by either party.

2. Mentors will be selected from among the most experienced teachers available, and will themselves be tenured whenever possible - but they need not be trained in the same discipline, nor share similar assignments or responsibilities.

3. To facilitate contact between mentors and the beginning teachers with whom they work, common conference periods, preparation periods and/or lunch hours will be scheduled whenever possible.

4. Released time for classroom observation(s) or other mentoring activities should be approved for mentors and/or the beginning teachers with whom they work. Up to one (1) day per quarter should be provided during the first probationary year, up to one (1) day per semester during the second, and up to one (1) day per year during the third.
5. Mentors shall not be expected to assist in the supervision, discipline or appraisal of the beginning teachers with whom they work, nor shall they be expected or required to provide information for use in such administrative functions.
6. Mentoring may, like other voluntary functions, be favorably remarked upon in the appraisal of mentors, but any perceived deficiencies in the mentoring process shall not be an element in such appraisals.
7. If necessary to the success of the program, the Board may supplement the use of current teachers by employing retirees or other qualified individuals as mentors.

ARTICLE X

LEAVE AND RELATED POLICIES

- A. Leave Days for Jury Duty and Subpoenaed Court Appearances - Any teachers missing workdays as a result of being called for jury duty or subpoenaed to testify in any judicial or administrative matter, except if initiated by the Association or subpoenaed by the Board, shall be paid their full salary minus any compensation for duties thereof, excluding mileage. Leave days granted for this purpose shall not be limited except as indicated, and any affected teacher shall authorize appropriate payroll deductions at the time the leave is requested.
- B. Leave Days for Association Business - The Board shall provide up to twenty (20) days of released time per school year for the handling of Association business as requested by the president of the Association. Such leave days shall be utilized in not less than half-day

increments, and notification shall be provided no less than forty-eight (48) hours in advance of their use. No more than two (2) teachers may be absent for this purpose on a given day, and no single teacher may receive more than five (5) such leave days in a school year, unless mutually agreed to by the Board and the Association. The president and officers of the Association may be granted additional released time upon approval of the Superintendent or designee.

C. Personal Absence Days – Each full-time teacher will be credited with twelve (12) personal absence days per year (earned monthly). The twelve (12) days will be posted and shall be available for use at the beginning of each school year.

Personal absence days may be used for the following reasons:

- Employee's own personal illness or physical disability.
- Personal business (as stipulated in Section F – Personal Business Days).
- Serious illness or quarantine of an immediate family member/legal dependent. (Immediate family shall include spouse, child, parent, stepchild, or stepparent).
- Emergencies (i.e., unexpected injury to family member, home problem requiring immediate attention).
- Hospitalization.
- Legal matter/Court (non-school related).

Personal absence will be limited to no more than twelve (12) days per year (except for employee's own personal illness or illness of an immediate family member, which are limited to employee's personal sick leave bank and/or master sick bank as applicable). Immediate family shall include spouse, child, or parent, and corresponding "step" relatives.

1. Teachers employed less than full time or after the school year begins shall be credited with personal absence days on a prorated basis equivalent to one point two (1.2) day per month, to the maximum of twelve (12) personal absence days per year. Teachers employed in extended year (12 month) programs, shall be credited with personal absence days on a prorated basis equivalent to one point four (1.4)

days per month, to the maximum of fourteen (14) personal absence days per year.

2. Teachers who are credited with their annual personal absence allowance as described above, but who subsequently terminate their employment prior to the end of their school year shall have their accumulated personal absence days reduced in proportion to the part of their school year actually worked.

3. The unused portion of the yearly allotted personal absence days (12) will accumulate to a maximum of 90 days. Teachers who accumulate unused personal absence days in excess of 90 will be paid for the cancellation of such excess days at 50% of the rate as provided in Schedule C of Appendix C. Such payment shall be made on a designated payroll date at the end of each school year for each program involved.

4. Teachers having advance knowledge of a period of disability which will require their absence from duties shall notify the Superintendent or designee as soon as they become aware of such expected disability. Such notification will include a statement from the teacher's doctor as to the anticipated commencement date and duration of the disability, as well as any necessary restrictions on the teacher's work prior to actual disability. The teacher's accumulated sick leave will be used for workdays missed under the provisions of this Section unless otherwise specified in writing, and the teacher will be expected to work as long as physically able and return to work as soon as able to do so.

D. Master Sick Leave Bank – The Board and the Association will cooperate in the creation and operation of a master sick leave bank whose purpose is to provide paid leave time to teachers unable to work because of extended illness or disabilities, including maternity. The following procedures and limitations will govern the operation of the bank.

1. Each teacher employed at the time this Agreement is ratified will contribute one (1) day of his/her accumulated sick leave to the bank at that time. Each teacher subsequently employed will contribute one (1) sick leave day at the time of his/her first work day. If at any time the number of sick leave days in the bank falls below thirty-five (35), each teacher employed as of that time will contribute, from

their accumulated sick bank, one (1) additional sick leave day or a pro-rated day if part-time – except that no teacher will be required to contribute more than two (2) sick leave days to the master sick leave bank during any single school year.

2. The first thirty (30) days of extended illness or disability are not eligible for benefits from the master sick leave bank, but must be covered by the teacher's own accumulated sick leave days, or as leave without pay. Any teacher seeking to utilize the master sick leave bank after this thirty (30) day period must first exhaust his/her remaining accumulated sick leave days, if any. Each teacher utilizing the master sick leave bank may draw a maximum of thirty-five (35) sick leave days from the bank during any single school year.

3. Teachers terminating employment with the district are not entitled to withdraw sick leave days previously contributed to the master sick leave bank. Teachers utilizing the bank will not be required to replace the sick leave days used, except as regular contributing members to the bank. Teacher's eligible to utilize the bank and wishing to do so shall apply to the Continuing Contract Committee as prescribed. The Continuing Contract Committee will have final authority to grant or deny benefits from the bank, and will establish any additional guidelines for operation of the bank as may be required.

E. Funeral or Bereavement Leave Days - In the event of death among family or friends, a teacher shall be entitled to paid funeral or bereavement leave days without deduction from sick leave as outlined below.

1. Each teacher shall be allowed up to four (4) such leave days in connection with the death of the teacher's spouse, children, parents or siblings and corresponding relatives-in-law; plus grandchildren or grandparents and "step" relatives corresponding to any of these.

2. Each teacher shall be allowed one (1) such leave day per school year for the funeral of a person who is not a member of the employee's family as defined above.

3. If necessary, and if recommended by the building principal, additional such

leave days will be granted and deducted from accumulated sick leave by the Superintendent or designee.

4. A teacher shall submit a written request for such leave to the Superintendent or designee in as timely a manner as permitted by the circumstances.

F. Personal Business Days – Personal absence days may be used for personal, professional, or business activities that cannot be handled at any other time except during a teacher’s workday. It is expected that every effort should be made to schedule routine health examinations, dental appointments, or other appointments during off duty hours or vacation periods. These days may not be used for pleasure trips, shopping, working at home, or other activities that do not fall within the reasonable guidelines of this section. This type of leave shall be charged against the twelve-day annual personal absence day allotment.

1. One (1) day of the teacher's yearly personal day allotment will be deducted for each leave day used by a teacher under the provisions of this section.

2. Teachers shall provide the Superintendent or designee with written notice of intent to utilize such leave at least three (3) days in advance of the anticipated absence, except in emergencies. In periods of unusually high teacher absenteeism, use of a leave day under this provision may be deferred based upon the availability of substitute teachers. In such event, requests for use of this type of leave day shall be granted based upon the order in which the requests were submitted, to the extent possible.

3. Absences under such leave shall not occur on the days immediately before or after a recess period or during the last five (5) days of the school year unless an exception is granted for good cause by the Superintendent or designee.

G. Discretionary Leave Days - Except as scheduled in the school calendar or otherwise provided for above, teachers are expected not to request or take vacation days during the school year, and violations of this prohibition may result in disciplinary action. A leave request exceeding the limits of or involving activities not covered by the above Personal Leave Days may be submitted to the Superintendent or designee for a decision which will

be final and not grievable. All days granted by the Superintendent or designee under provisions of this section, if any, shall be at no cost to the district.

1. One (1) day of the teacher's annual sick leave allowance will be deducted for any leave day used by the teacher under the provisions of this section.

2. In addition, the teacher will be responsible for the cost of a substitute teacher at the base substitute rate in effect at the time leave is taken. Teachers shall be responsible for this cost regardless of whether a substitute is required or is utilized during their absence, and they shall authorize appropriate payroll deductions at the time such leave is requested.

3. A request for leave under the provisions of this section shall be made in writing, shall contain the reasons for the request and shall be submitted to the Superintendent or designee at least three (3) school days prior to the day requested, except in an emergency. Upon the teacher's request, the reason for the leave shall remain confidential.

H. General Leave of Absence Policies - Except as otherwise specified in this Article, the following provisions of this section shall be applicable to all leaves of absence.

1. Application Procedure - All applications for leaves of absence shall be in writing and shall be submitted thirty (30) days prior to the commencement date of the leave of absence, except in extenuating circumstances. The application shall include the reasons for the leave of absence request. To the greatest extent possible, the commencement date and the expiration date of a leave of absence shall coincide to a natural break in the academic calendar, such as the end of a quarter, the end of a semester, the beginning of a school year, and the like.

2. Maintenance of Status - During a leave of absence a teacher shall not lose any previously accumulated sick leave days, tenure status, seniority or salary position in the schedule at the time the leave is granted. Teachers who are granted leaves of absence shall notify the Superintendent or designee of their current addresses and of changes in their current addresses.

3. Use of Leave Days While on Leaves of Absence - A teacher on a medical or disability leave of absence or a childbirth or child care leave of absence may utilize

certain leave days as well, but only during the period while still being paid as a result of using accumulated sick leave days. Leave days which can legitimately be used are limited to those for jury duty or subpoenaed court appearances and those for funerals or bereavement. No leave days of any kind shall be usable by teachers while on leaves of absence of any other kind.

4. Return From a Leave of Absence - Teachers shall be entitled to return from a leave of absence at the beginning of the semester immediately following the expiration of the leave of absence, or at the beginning of the next academic quarter following its expiration. Such teachers may return to a position for which they are certified and qualified as defined in Article XIX, and subject to the provisions of Article XIX as they relate to the layoff and recall of teachers. In the event that an open position is not available, the returning teacher shall displace the least senior teacher in a position for which he/she is certified and qualified. Such teachers shall provide written notice of their intent to return to the school district by March 15 for return at the beginning of the first semester of the next school year, or sixty (60) days prior to the beginning of any subsequent academic quarter for which they intend to return. The school district shall, at the time a leave is granted, inform such teachers of the procedures for advising the district of their intent, of the appropriate deadline for doing so, and of the consequences for failing to do so. The school district shall also solicit responses from such teachers by advising them when the deadline for their responses is approaching. Under these circumstances, the failure of such teachers to provide timely notification of their intent to return shall constitute an irrevocable voluntary resignation.

5. Leave of Absence Extensions - If the teacher wishes to extend a leave of absence, application shall be made in writing by March 1 of the year in which the leave expires or sixty (60) days prior to the end of the leave if the leave does not coincide with the school year. Granting of such extensions shall be in no more than one (1) year increments, and shall be at the sole discretion of the Board.

6. Non-return From a Leave of Absence - In the event a teacher does not intend to return to the school district from a leave of absence, the teacher shall

submit an application for a leave of absence extension pursuant to Section J 5 of this Article on or before the date specified therein, or shall submit a written resignation from employment to the Board on or before that date. If a teacher's request for a leave of absence extension is denied, the teacher shall then submit a written resignation. Any teacher who does not provide the written notification required in accordance with this provision shall lose all previously accumulated seniority in the school district unless extenuating circumstances can be shown. Any teacher losing all previously accumulated seniority as a consequence of resigning under the provisions of this section (and as provided for in Article XX, Section A 2), may have such seniority restored if subsequently re-employed by the District.

I. Unpaid Leaves of Absence - Leaves of absence without pay or fringe benefits will be approved by the Board in accordance with the provisions outlined in this Section.

1. Public Service Leaves of Absence - The Board shall grant tenured teachers an unpaid public service leave of absence for a period of up to one (1) year. Such leaves of absence may be granted to campaign for or serve in a full-time public office; to participate in an exchange teaching program in other states, territories or countries; to work full-time in a foreign or military teaching program, the Peace Corps or other national service program; or to serve as a full-time intern, consultant or research assistant in the State Department of Education. No more than three (3) such leaves of absence will be approved in any one school year.

2. Medical and Disability Leaves of Absence - Up to a one year unpaid leave of absence shall be granted for extended disability and/or illness of a teacher. An affected teacher shall submit a written application for such a leave, together with a physician's statement indicating the nature of the disability or illness no later than thirty (30) days after the teacher's absence. At that time, the teacher should contact the Human Resource Department to determine use of sick days and determination of pay. The teacher may retain a portion of unused accumulated sick days, if desired. The leave is effective upon the first day of absence. If extenuating circumstances prevent the submission of such a request, the Board shall determine the employee's status based on available information. A teacher

returning from a leave of absence due to disability or illness shall submit a physician's statement indicating the teacher's ability to return to work and to perform regular teaching duties.

3. Childbirth and Child Care Leaves of Absence - An expectant teacher shall be granted an unpaid leave of absence for the purpose of childbirth and/or care of the newborn infant. All accumulated sick leave days will be utilized prior to placing an expectant teacher on unpaid leave status, unless otherwise specified in writing by the teacher. Other teachers may also be granted unpaid child care leaves of up to one (1) year in duration.

a. Application for childbirth or child care leave shall be in accordance with the provisions of Section H.1 in this Article, though earlier notice of intent to take such leave is encouraged to provide for continuity of instruction. Expectant teachers shall include their child's anticipated birth date in their applications.

b. A teacher wishing to return to duty from a child care leave of absence shall submit a written request as provided in Section H.4 of this Article. If an interruption of the pregnancy or death of the infant should occur during the period of child care leave, and if the teacher should so desire, she shall be allowed to return to duty as soon as possible after written notice to the Board of her intent to return, accompanied by a physician's statement that she is able to return to work.

4. Adoption Leaves of Absence - A teacher shall be granted an unpaid leave of absence of up to one (1) year in connection with the adoption and/or subsequent care of a child. Application for an adoption leave of absence shall be in accordance with Section J 1 of this Article.

5. Other Leaves of Absence - If approved by the Board, unpaid leaves of absence may be granted for extended university study, educational travel, extended illness in the immediate family or other acceptable reasons not enumerated above.

6. Short-Term Leaves of Absence - Any request for a short-term unpaid leave of absence not requiring Board approval shall be submitted to the Superintendent or designee for a decision. That decision will be final, not grievable and will in no way establish a precedent with regard to future requests.

J. Voluntary Leaves of Absence - The Board of Education may grant any teacher a voluntary leave of absence without pay and without benefits for a period of one (1) year, provided that the granting of such leave of absence shall prevent the layoff of another teacher or permit the recall of a laid off teacher from the school district. Such leaves of absence shall be subject to the following provisions:

1. Applications for a voluntary leave of absence shall be made in accordance with Section H.1 of this Article.

2. Teachers granted a voluntary leave of absence will accrue one (1) year of seniority during the leave of absence.

3. During a voluntary leave of absence, the teacher involved will not lose tenure status, nor any previously accrued sick leave, but additional sick leave will not accrue during the voluntary leave of absence.

5. Upon return from a voluntary leave of absence, the teacher involved will be placed on the same step of the salary schedule as that teacher would have been entitled to at the time the leave was granted. No additional step on the salary schedule will accrue during the voluntary leave of absence.

6. Return from a voluntary leave of absence shall be in accordance with Section J 4 of this Article.

7. Any extension of a voluntary leave of absence shall be without fringe benefits and in accordance with Section J 5 of this Article.

K. Sabbatical Leaves of Absence - Pursuant to the provisions of the Michigan School Code, a teacher who has been employed by the Board for at least seven (7) consecutive years may be granted a sabbatical leave of absence as provided below.

1. A sabbatical leave of absence may be granted at the end of a teacher's

initial or any subsequent seven (7) consecutive years of employment, provided that the teacher holds a valid permanent or continuing certificate. The leave of absence may be for advanced study beyond the master's degree, for travel of an educational nature or for vocational certification in a course or field of study approved by the school district, provided funds are available. A sabbatical, if granted, shall be for a period of one (1) semester or one (1) year.

2. Applications for a sabbatical must be made to the superintendent by April 1 of the preceding school year in the case of leaves of absence commencing at the beginning of the school year or October 1 in the case of those commencing at the end of first semester. Applications shall include an outline of activities during the period of the sabbatical as well as evidence of acceptance into an advanced degree program if applicable. In addition, the application shall contain an explanation of how the sabbatical will increase the applicant's professional competence and will benefit the school district.

3. Recipients must agree to return to the school district for a period of at least three (3) years following the period of the leave of absence and/or to repay a prorated share of the sum of the total grant within a three (3) year period. If the teacher leaves during the three (3) year period after returning from sabbatical, they shall repay a prorated amount to the Board within the same period of time as was then left in the three (3) year period following completion of the sabbatical. The Board may waive provisions of this paragraph at its discretion.

4. As a condition of receiving a sabbatical, a teacher shall sign a Sabbatical Agreement and a Demand Promissory Note as negotiated between the Board and the Association, and on file in the district personnel office. Upon completion of employment for a period of three (3) years subsequent to completion of the leave of absence, and having fulfilled the conditions of the Sabbatical Agreement, a teacher's Demand Promissory Note filed with the Board will be voided by the Board. The Demand Promissory Note shall also be voided in event of the death or total disability of the teacher.

5. During the sabbatical the teacher shall be considered in the employ of the Board, shall receive one half the salary that would normally be due and shall be provided the same medical, dental, vision and life insurance coverage as regularly employed teachers. A teacher on sabbatical, who in connection with securing vocational certification is participating in a work experience program during the leave of absence, shall not receive more in total gross salary (i.e. wages earned from the work experience program plus the sabbatical leave stipend of one half the regular school district salary) than they would have received in their regular employment with the school district. If said teacher's total gross salary exceeds this limit, the Board shall reduce the sabbatical stipend by the amount in excess of the salary the teacher would have earned in the regular employ of the school district. The teacher agrees to provide all salary data pertaining to the work experience program to the Superintendent prior to the date the leave of absence commences.

6. A teacher returning from sabbatical will receive experience credit equal to the length of the leave of absence (i.e. either a one year credit or a one-half year credit) and will be placed on the appropriate salary schedule step accordingly. Teachers will be allowed credit toward retirement for time spent on sabbatical in accord with the rules and regulations of the Michigan Public School Employees Retirement System.

7. If more than one (1) person applies for and is qualified for a sabbatical leave of absence, the superintendent or designee will recommend to the Board a minimum of one (1) candidate to receive the sabbatical. This recommendation will be based upon the needs of the district and will not be grievable.

L. Health Policies - To protect the health of teachers and students and to promote the continuity of instruction, the Board has adopted the following policies.

1. Following initial employment, teachers must show evidence of continued freedom from communicable disease in accordance with the requirements and recommendations of state and county health policies. Failure to submit such evidence in a timely manner may result in disciplinary action.

2. A teacher who has been absent five (5) consecutive workdays may be requested to present a doctor's statement upon return to work. In case of prolonged illness (over ten consecutive workdays), periodic statements from a doctor may be requested by the district. In addition, a pattern of absences may also require submission of a doctor's statement.

3. In order to provide for the medical examination of teachers who appear to have medical problems affecting their work, the Superintendent or designee may, at District expense, require a teacher to secure a medical examination from a doctor or doctors specified by the Superintendent or designee. Except in an emergency, the teacher involved and the president of the Association shall receive at least two (2) weeks notice of any request for medical examination. Released time for such examination(s) shall be provided at no loss of pay or sick leave. In the event examination results conflict with the examination results of the teacher's own doctor, a third medical opinion may be sought under the above provision, upon mutual agreement between the teacher and the Superintendent or designee.

4. The Board shall annually review, and if necessary revise, its policies on bloodborne pathogens, and will keep teachers advised of their related rights and responsibilities, including their entitlement to Hepatitis B immunization shots.

M. Worker's Disability Insurance - All employees are covered by Worker's Disability Insurance, which is governed by the laws of the State of Michigan and which may be applied for through the Board office. In case of injury an employee should immediately notify the building principal, and should complete necessary injury report forms as instructed. A teacher who is injured during the performance of duty shall receive compensation as prescribed by the Worker's Disability Insurance Act of Michigan. Such compensation will also be supplemented with an amount sufficient to maintain the affected teacher's regular salary for such period as permitted by that teacher's accumulated sick leave reserve. Such reserve will be charged only for that part of the teacher's regular salary which is in excess of the compensation payment.

ARTICLE XI

ASSIGNMENT, REASSIGNMENT AND VACANCIES

A. Assignment - Assignment shall mean the placement of teachers into existing teaching positions for the succeeding school year. While final assignment decisions necessarily rest with the Board, it is assumed that timely and meaningful Association input relative to such decisions will be sought. To facilitate this process, the Board and the Association have agreed to observe the procedures and target the timelines outlined in this section.

1. Notification of Assignment - Returning teachers shall be notified in writing of their tentative teaching assignments for the succeeding school year on or before June 1. The notification shall include the building(s), subject(s), and/or course offering(s) and/or grade level(s) to which the teacher is tentatively assigned.

a. Any teachers definitely not returning for the following school year should notify their building principals in writing on or before March 1.

b. If a teacher's tentative teaching assignment is changed during the summer months when school is not in session, the teacher will be notified in writing within fourteen (14) calendar days after his/her assignment has been changed, except in emergencies. Teachers shall facilitate this notification by informing the Superintendent or designee of their summer address if different than their regular school year address.

c. Upon request, the building principal or other designated administrator shall meet with a teacher to discuss that teacher's assignment.

2. General Assignment Guidelines - The Board will consider the interests and aspirations of its teachers in making assignments, as described in the following guidelines.

a. Teachers should be assigned within the scope of their teaching certificates and qualifications, meeting all state and federal requirements (i.e., NCLB highly qualified). Both Michigan and North Central Association

accreditation standards shall also be considered in making teacher assignments.

b. No secondary teacher will be assigned more than three (3) preparations. In general, each different course offering will be considered as a separate preparation with the exception of guided study, special education and co-op. Block classes, in which teachers teach two separate subjects, shall be counted as two preparations. Final assignment decisions will rest with the principal, but any questions regarding preparations to be assigned in excess of the established limits will be discussed among the teachers affected, a representative faculty group, and the principal of the building involved. Such discussions may include consideration of whether certain non-academic activity classes, or combined classes incorporating different but similar levels should be treated as separate preparations. Should a teacher be assigned more than three preparations during one semester, the prescribed stipend in schedule B of appendix C will be paid.

3. Elementary Assignment Procedures - The steps in the elementary assignment process will be completed in the order indicated and to the extent necessary to fill all available elementary vacancies for the succeeding school year. Completion of the process in whole or in part shall not result in the layoff of any teacher who would not otherwise have been laid off under provisions of Article XIX.

Note: The intent of the following language is to recognize that there may be times when the most senior applicant for a position may not be the best choice for the position. However, in the vast majority of cases, and in the absence of supportive evidence against such a candidate, the most senior teacher interested in a position will be given the position. This new language becomes effective July 1, 2009.

a. On or before June 1 of each year, the Superintendent or designee and the elementary principals shall determine the staffing needs for the upcoming school year. Once an opening has been determined within a building, the principal will inform teachers within the building of the staffing

needs for the upcoming year. The category of potentially displaced teachers shall include teachers whose same assignment will be unavailable for the following year. Determination of the displaced teacher who teaches at a grade level, which will have fewer sections for the following year, will be based on district-wide seniority. Teachers within the building who are within two grade levels of the opening will have seniority rights. Therefore, the most senior teacher within the building and within two grade levels of an opening will have seniority rights to the position. If the opening is in kindergarten, a ZA endorsement will be required. However, this requirement can be waived if, in the opinion of the building principal, the teacher applying is well suited without the ZA endorsement. If no teacher applies who is within two grade levels of the opening, other teachers who are not within two grade levels may be considered before the opening is posted district-wide. Once elementary buildings have determined their internal placements, openings will be posted for district-wide placement. District-wide placement will be determined based on seniority, certification and qualifications. However, when the most senior teacher does not meet the prescribed guidelines below, the principal will convene a building committee to review the district candidates. This committee will be selected collaboratively by the building principal and the building union representative and will include a minimum of two teachers from the building. The principal, in consultation with his/her committee, will use the criteria as follows for filling open positions within the building:

- grade level endorsement.
- certification (major and minor within elementary certification).
- qualifications.
- prior experience at grade level/subject matter.
- the number of assignment changes experienced in the preceding three school years.
- the interests and desires of the teacher.

- specialized training/skills (i.e., EIR, MLPP).
- the needs of the school district.

When there is a disagreement between the teachers on the committee and the building principal, the disagreement will be brought to CCC for review. If the CCC does not have consensus, then the Superintendent or designee will make the final decision using the same criteria.

b. If the total number of teachers in a building is projected to decrease in the upcoming year, the least senior teacher/s in the building will be displaced, unless a more senior teacher elects to vacate his/her position.

c. Once assignments are completed within the building, available positions are posted district-wide. All district elementary classroom teachers will have the opportunity to apply for open positions unless they are on a plan of assistance. The procedures for filling these openings will be the same as described in paragraph (a) above.

d. Teachers returning from leaves of absence will be allowed to apply for openings after in-building assignments have been completed. If there are not enough positions for all displaced teachers and for teachers on leave who are returning, the returning teachers will take positions from the least senior teacher in which they are qualified and certified.

e. Teachers on an assistance plan may not transfer to another building without the approval of both the sending and receiving building principals and the Deputy Superintendent of Human Resources.

f. Kindergarten Assignments - Each kindergarten is considered a section. A full time position in kindergarten is teaching two (2) sections. A full time kindergarten teacher whose projections for the next year indicate a reduction of one section may accept a half (1/2) time position by agreeing to teach only one section of kindergarten. If the teacher does not want to accept this change, he/she may participate in the assignment process as described above. It is understood that no elementary shall have more than

two (2) half-time kindergarten positions in a school year. If an additional section is projected for the following year, the new section will be filled through the assignment process. If the additional section would otherwise result in a third half-time position in an elementary building, the new section will be assigned to the lowest seniority teacher in a half-time position, creating a full-time position. If the new section is not claimed, then the lowest seniority half-time kindergarten teacher in the building will be assigned the new section for the new year and will be a full-time teacher. If an additional kindergarten section is added after the placement process, it will be posted prior to August 1 to determine if a full-time teacher would be interested in the assignment (provided it would result in no more than two half-time positions in the building). If the position is established August 1 or later, or if no full-time teacher has bid on the position, the least senior half-time teacher in the building will be assigned the new section and will be considered a full-time teacher.

(NOTE: In the event the district goes to full-time kindergarten, this language will be renegotiated.)

g. Voluntary Exchange of Assignments - As a supplement to the assignment process described above, but separate from it, elementary classroom teachers who have acquired tenure may enter into a voluntary exchange of assignments for the following school year as long as the tenured teacher is not on a plan of assistance. This request must be made prior to the end of the school year. Such a collaborative exchange, when confirmed in writing, permits the teachers involved to experience a different, extended assignment, while preserving the right to resume their original assignments until April 15 of the school year following the exchange agreement. If either or both of the teachers involved in such an exchange request its termination in writing, they will revert to their original assignments, effective the following school year. If no such requests are received, the new assignments undertaken on a trial basis will become the regular

assignments of the teachers involved.

h. Shared-Time Teaching Positions - In order to achieve the benefits that might accrue to the district and its employees from authorizing the creation of shared time teaching positions and to assure that these benefits are not realized at the expense of the students affected, the Board and the Association agree to the arrangements outlined below. It is understood that the decision to authorize shared time positions, and the number of such positions authorized under the provisions outlined below will be at the sole discretion of the Board. Failure to grant a request for assignment to such a position shall not constitute the basis for any grievance, nor shall the granting of such a request constitute a binding precedent for any other such request.

i. Two full time, presently employed teachers may voluntarily agree to share one regular full time teaching position in grades one through five for which both are certified and qualified, and which is currently held by one of them, or to which they are entitled by virtue of the more senior teacher's seniority. Teachers agreeing to share a position will mutually work out arrangements with the principal of the building involved as to how they will cover all of the duties and responsibilities inherent in the shared position. Agreements to enter into shared teaching assignments will be made in writing, no later than April 30 each school year to cover the following school year.

ii. Once agreed to, a shared teaching assignment will be binding on the teachers involved for the full school year covered by the agreement. If either of the teachers is absent for an extended period (i.e. ten or more school days in succession), or terminates employment, the other teacher will assume responsibility for the entire assignment for those portions of the school year involved. Each of the teachers will substitute for the other during intermittent and short-term

absences whenever possible, and when not possible to make other arrangements with the building principal in advance. In any of these circumstances, the teachers assuming the extra assignment will be compensated at the district's regular substitute rate.

iii. The building administrator will allocate student contact time, assigned duty time, conference/preparation periods and other responsibilities of teachers assigned to shared time positions as equitably as possible. When exact equity cannot be achieved (e.g. if the administrator cannot equalize the specials assigned to the two portions of a shared assignment), the district will not be subjected to a grievance as a result, nor to any financial or program impact. Both teachers assigned to shared time positions and teachers who are part-time will attend the staff welcome/orientation programs at the opening of the school year, as well as the building open house and all of the Parent-Teacher Conference sessions scheduled in the school year calendar. Kindergarten round-up must be attended if applicable. None of these responsibilities will result in additional compensation for the teachers involved, nor in additional expenses for the district. Both shared and part-time teachers will be liable for attendance at Professional Development sessions. Teachers will not be additionally compensated for PDS sessions if the session is held within their regularly scheduled day. If the PDS session is scheduled outside of a shared or part-time teacher's regularly scheduled hours, the teacher will be compensated for hours beyond their regularly scheduled hours at their regular rate. In addition, shared and part-time teachers, in consultation with their building administrator, will mutually agree upon up to ten (10) hours (exclusive of travel time) to be spent in attendance at other essential meetings for which at least one week notice will be provided. The first ten (10) hours spent in such activities will not result in additional compensation for the teachers

involved. Except in emergency situations, teachers whose majority of duty hours are scheduled in the morning will not be required to attend afternoon meetings and teachers whose majority of duty hours are scheduled in the afternoon will not be required to attend before school meetings. Teachers are not required to attend meetings in excess of the first ten (10) hours unless mutually agreed to with the building administrator. Excess hours will be compensated at their regular rate.

iv. The salaries of teachers in shared time positions will be individually prorated, and each will be compensated at his/her own salary rate for his/her respective portion of the total assignment. Teachers in such positions will be eligible for health, dental and vision insurance, and other fringe benefits outlined in Article XXI, but the district will pay only that portion of the premiums or other costs involved comparable to the teacher's portion of the total assignment. (An individual teacher may personally pay the difference required to purchase full benefits.) Teachers in shared time positions will also receive prorated shares of sick and other leave days authorized in Article X.

v. The teachers in a shared time position may continue their assignment, if it is available, by executing a new agreement for the following school year, subject to the assignment provisions in Article XI, and within the timelines and limitations specified therein. If such an assignment is not continued, the more senior teacher may elect to retain the previously shared position, if it is available, or may elect to transfer to another vacant position in accordance with the assignment provisions in Article XI. The less senior teacher may, based upon his/her own seniority, elect to retain the position if the more senior teacher does not, or may elect to transfer to another vacant position in accordance with the assignment provisions in Article XI.

i. Split Classrooms – A teacher assigned to a split class shall be entitled to receive a stipend as prescribed in Schedule B of Appendix C. In order to promote continuity of instruction, and minimize the assignment of new teachers to split classrooms, the district seeks to encourage veteran teachers to assume such positions. The following procedures will therefore be implemented as a supplement to the elementary assignment process described above.

i. Prior to June 15, any elementary teacher may voluntarily assume assignment to a split classroom for the subsequent school year. The position vacated by such a volunteer will be filled with a new hire (i.e. it will not be subject to bid by existing staff members). It is assumed that after completing one school year in the split classroom, the volunteer teacher will revert to the position he/she previously held and his/her assignment for the next and subsequent years will follow the regular process outlined earlier in this section. Assignment of the new hire who replaced the volunteer teacher will also follow the regular process outlined earlier in this section for the following and subsequent years.

ii. An elementary teacher who is involuntarily reassigned to a split classroom, and who completes one school year in that classroom, may also revert to the assignment he/she previously held if said assignment is available for the subsequent year.

(Note: Should the District switch to a fifth/sixth grade configuration, we will create a letter of understanding for how assignments will be created).

4. Secondary Scheduling/Assignment Procedures - The following steps in the secondary scheduling/assignment process will be observed in keeping with the prescribed timelines to the maximum extent feasible.

a. No later than January 30th of each year, secondary school principals or their designees will begin determination of curricular offerings and student

course selections for the following year. Preliminary discussion of these and other matters required to develop a master schedule will also be initiated with departments, teams, counselors and/or individual staff members as appropriate.

b. On or before May 1 each year, the Superintendent or designee will advise secondary school principals or their designees of the number of instructional and supervisory sections expected to be available for the following year, based upon the best financial and enrollment projections possible at the time. The principals or their designees will, in turn, share this information with a representative faculty group as may be designated, and will work with them in developing a master schedule for the following year.

c. On or before May 30 the principals or their designees will have completed the master schedule to the extent necessary to provide assignment notifications as prescribed in Section A 1 above.

d. The Continuing Contract Committee will be kept advised of the progress being made during each of the above steps, so that additional resources or other assistance can be provided in a timely manner if required.

5. Miscellaneous Assignment Procedures - The following steps in assignment of elementary specials, special education teachers, and other staff not covered by Sections 3 or 4 above will be observed according to the prescribed timelines to the maximum extent feasible.

a. On or before May 15 each year, the superintendent or designee will meet with the respective staff groups to advise them of the number and type of positions expected to be available for the following year, based upon the best financial and enrollment projections possible at the time.

b. The superintendent or designee will work with the respective staff groups to determine assignments so that notifications can be provided as prescribed in Section A 1 above.

c. The Continuing Contract Committee will be kept advised of progress being made during each of the above steps, so that additional resources or other assistance can be provided in a timely manner if required.

B. Reassignment - Reassignment shall mean a change in a teacher's tentative assignment or assignment. Involuntary reassignments are those initiated by the Administration, and voluntary reassignments are those initiated at the request of the teacher in accordance with this provision. An ongoing effort will be made to provide timely notification of circumstances that may necessitate involuntary reassignments, or those that may afford opportunities for voluntary reassignments. When reassignments are made, the Board shall consider the seniority, certification and qualifications (i.e. major, minor, graduate degree, applicable NCA or Michigan accreditation standards and vocational, special area or special education requirements) of those teachers under consideration. On those occasions when it may be necessary to reassign a teacher or teachers on an interim basis, it is assumed that such prospective reassignments will be reviewed with a representative faculty group as to the need, number and duration of said reassignments. Notification of all reassignments shall be made in writing.

1. Involuntary Reassignments - Upon request, any involuntary reassignments shall be discussed with the affected teachers by the building principal or other designated administrator, and reasons for the reassignments shall be provided. The teachers may, at their discretion, have an Association representative present. Efforts will be made to minimize involuntary reassignments, and inverse seniority will be considered in making all such reassignments. When reassignments prove necessary, they will ordinarily be made at the beginning of a school semester, and in the event they occur during the school year, the affected teacher shall be notified at least fourteen (14) calendar days prior to the effective date of the reassignment. If fourteen (14) calendar days are not available, prior consent must be obtained from the affected teacher. Tenured Teachers on a plan of assistance cannot be involuntarily transferred without the approval of the Deputy Superintendent of Human Resources and the OEA President.

2. Voluntary Reassignments - A teacher may request reassignment to a different class, building or position in writing. The request shall state the reasons for the reassignment, the school grade or position sought and the teacher's academic qualifications. One copy of the request shall be filed with the Superintendent or designee and shall be renewed once each school year to insure active consideration.

C. Vacancies - Vacancies shall be defined as existing or new teaching positions which are to be filled and to which no current staff members have been assigned.

1. Notification and Posting - During the period from August 1 to the start of school, the president of the Association or designee shall receive notice of vacancies, and current teachers may apply for such vacancies. For the period from the start of school up to and including September 14, notice of vacancies shall be posted for a period of three (3) school days. All vacancies occurring on or after September 15 to August 1 shall be posted in each school building for seven (7) school days during the school year and in the Board office for seven (7) workdays during the summer months when school is not in session. Teachers who have submitted written requests to the Board office to be notified of vacancies occurring during the summer months, shall be notified in writing of such vacancies.

2. Application - Teachers interested in a posted vacancy shall apply in writing for such vacancy to the Superintendent or designee during the posting period.

3. Filling of Vacancies - Prior to filling a vacancy, the Superintendent or designee shall first consider the members of its teaching staff according to the reassignment procedures outlined in Section B above, subject to the considerations outlined below.

a. Consideration will be given to teachers who have requested a voluntary reassignment to a posted position in accordance with Section B 2 of this Article, to teachers who have applied for the vacant position and have previously been displaced from the position due to layoff/recall and teachers who are returning from a leave of absence pursuant to Article X,

Section J 4.

b. The filling of a posted vacancy by a member of the existing teaching staff should not result in the inability to recall a laid-off teacher to a teaching position in accordance with Article XX.

c. The filling of a posted vacancy shall not cause undue disruption to the educational program or to the students.

4. Delayed Filling of Vacancies - In the event a posted vacancy in Grades K-5 occurring between September 15 and May 1 is filled by a new hire and not by a member of the existing teaching staff who applied for the vacancy, the member of the existing teaching staff not appointed to the vacancy shall, at the request of said teacher, be assigned to the position that was posted as the vacancy for the succeeding school year, subject to the provisions of Article XIX and provided that such assignment does not result in the layoff of another teacher.

5. Notice of Appointment - All applicants for a posted vacancy from within the school district shall be notified promptly by the Superintendent or designee when an appointment to it has been made. If a qualified and certified senior applicant for a school year vacancy is not appointed to such vacancy, that applicant will be given consideration for assignment to the position as part of the assignment process for the succeeding school year.

6. Notification of Constituent Districts - In the event that vacancies continue to exist after the implementation of the procedures set forth in this Article, in Article XX and in Article X, Section E 4, the Board will notify the Association so teachers laid-off from constituent districts in Oakland County may submit applications for consideration.

ARTICLE XII

LEARNING ENVIRONMENT

A. Class Size And Assignment Considerations - Class size and assignment considerations in elementary, intermediate, middle and high school vary because of age, grade level,

and educational maturity of the student population, subject matter, special needs of individual students and classes, classroom size and other spatial considerations, the philosophy of grouping (of teachers individually, staff generally, or district philosophy), and finances. While it is impossible to formulate an ideal class size that would be appropriate in all circumstances, the parties agree that the guidelines which follow will be used to establish a framework which maintains an educationally sound learning environment.

1. The Board will attempt to maintain all class sizes within the ranges shown in the chart below, and within those ranges will target the sizes indicated.

	Range	Target
Grades K-2	21-27	25
Split Classes	21-27	25
Grades 3-5	23-29	27
Grade 6	24-31	28
Grades 7-8	25-31	29
Grades 9-12	26-32	30
Composition/Research	22-28	26
Remedial	22-28	26
Crossroads	8-14	12

2. Other Considerations - The following should be noted in connection with and in addition to the target sizes and ranges shown in the chart above.

a. In special education classes, enrollment should conform to State guidelines subject to approved deviations and/or waivers. In general education classes with special education support, an attempt should be

made to evenly distribute special education students throughout such classes, using a ratio not to exceed one special education student to three general education students, unless a greater ratio is mutually agreed upon by the special education teacher, the general education teacher and the building administrator.

b. Students who are identified as eligible for special education are often placed in general education classes without support, when it is judged by the Individual Education Planning team to be in the best interests of the child and that their presence will not result in significant problems for the teacher. An attempt should be made to distribute such students equitably within a grade level (elementary) or department (secondary). Any deviations to these guidelines shall be approved by the building administrator and grade level (elementary) or department (secondary) teachers. However, it is recognized that when a number of special education students are placed in a general education class without support, although not causing individual difficulty, they may, as a group, result in significant management or instructional difficulty for the teacher. In such situations, the teacher may discuss the situation with the building principal, the caseload teacher(s) involved and (as applicable) the building representative(s), CCC representative(s), and the Director of Special Education, to determine if remediation of the situation is warranted, and what the level of remediation should be.

c. Class size in instrumental and vocal music classes, and in physical education classes shall be determined by cooperative scheduling among the teachers, building principals and a representative faculty group. (Note: Targeted maximum numbers for these three PE classes are Life sports – 42, Pool/Swimming Classes – 28 and Weight Training – 35)

d. The Board will attempt to maintain student-staff ratios in library/media and other support services which meet NCA and Michigan accreditation standards.

e. Every attempt will be made to limit the number of students enrolled in the following classes to the number of available work stations as mutually agreed to by the Board and the Association: CAD and other computer based programs, laboratory sciences, technology and industrial arts, drafting, home economics and other areas where instruction is dependent upon specialized equipment.

f. When more than one section of the same course is scheduled during the same class period, the enrollment differential will not exceed three (3) students. When more than one section is scheduled at the same grade level within a building, the enrollment differential will not exceed nine (9) students. In all buildings, every effort will be made to balance the student enrollment in multiple sections of the same course or at the same grade level, and enrollments which increase an already existing differential are to be avoided.

g. Courses to be designated remedial and those to be designated as composition/research classes shall be determined annually by mutual agreement between the principal or other designated administrator and an appropriate representative faculty group. The list of such courses shall be reduced to writing and shall be made available in a timely manner as part of the annual scheduling process. Remedial classes will be defined as classes in various subject matter areas which are specifically designed for students who are generally achieving academically at a level two (2) or more years below their grade level in the particular subject area involved. Special education classes and introductory classes that are part of a subject matter sequence are excluded. Composition classes which involve extended research should be limited to no more than two (2) sections per teacher, and the enrollment differential between those sections should not exceed four (4) students.

h. Special education ratio learning environment issues do not apply to

the Crossroads for Youth School.

B. Class Size And Assignment Deviations - In the event that any teacher believes there are significant deviations from the class size targets/ranges and/or the other guidelines outlined in Section A above, s/he shall so advise the building principal or designee. The building principal or designee and the affected teacher will then evaluate the situation to determine if the learning environment is adversely affected by the deviations cited, and if the implementation of a remedy is appropriate. When implementation of a remedy is deemed appropriate, the principal or designee and the affected teacher will attempt to agree upon a course of action from among those described in Section 1 below. Both the Board and the Association agree to publicize the contents of this Article to the staff members affected by it or involved in its implementation. They further agree that if no timely remedy results that is satisfactory to the affected teacher, a review by the Continuing Contract Committee will be scheduled.

1. Possible Remedies - Remedies for class size or assignment deviations may include, but are not limited to: the transfer of student(s); the rescheduling of student(s); released time for preparation or curriculum development by the affected teacher(s); formation of a new class; the provision of additional aide time for the affected teacher(s); the provision of a discretionary fund for use by the teacher(s) in the affected class(es); or payment of direct stipends to the affected teacher(s). Enhancement of the learning environment will be the principal consideration in implementing possible remedies.

2. Size And Assignment Review - Any teacher, teaching team, department, administrator or other affected group or individual may ask the Continuing Contract Committee to review the class size targets/ranges and suggested remedies for deviations outlined above, seeking that they be altered or supplemented based upon curricular needs or innovative instructional strategies.

3. Both parties remain committed to the belief reflected in this article that learning environment issues can differ substantially from case to case, and that no system of automatic remedies can be constructed that will respond appropriately

to individual cases. After reviewing a large variety of cases over many months, and discussing how they might appropriately be resolved, the following general guidelines and formats were accepted for future use. The following steps should be implemented as necessary to identify and resolve learning environment concerns by the student count date each semester whenever possible.

- a. In secondary buildings, the administrator should identify any generalized learning environment concerns (i.e. concerns resulting from staffing or other master schedule problems which adversely affect a group of teachers) before the semester begins, and notify the teacher(s) involved, the building counselors, and representatives of the association as necessary.
- b. Counselors and/or administrators should work to correct known deviations from established contractual guidelines, including: class overloads where the number of assigned students exceeds the prescribed maximum or the workstations available; regular classes with more than three special needs students assigned or co-taught classes where the prescribed ratio of general education to special needs students is exceeded; cases where specified enrollment differentials among classes are exceeded.
- c. Individual teachers and building representatives should identify any other learning environment concerns and notify building administrator(s) by the end of the first week of class.
- d. In those cases where the establishment of an additional class is not possible, teachers may elect the payment described below or consider the following options in mutual agreement with the building administrator:
 - i. Creation of co-teaching section or class.
 - ii. Professional support for a prescribed number of hours per week.
 - iii. Paraprofessional support for a prescribed number of hours per week.

Other steps to alleviate the problem, including the following:

- Increase the available workstations if feasible.
- Provide additional materials for the class(es) involved.
- Permit the teacher(s) involved to attend conferences or other training.
- Authorize released time for additional preparation—or assessment by the teacher involved for a prescribed number of hours per semester.
- Pay the teacher(s) involved a direct stipend. In the event that payment for a class overload is determined appropriate, the remedy will be implemented as stipulated below, based on numbers at the fall pupil count and supplemental pupil count dates for elementary and middle school. The count date for the high school's second and third trimester will be the fourth Wednesday of the trimester.

Class Size Overload		
HIGH SCHOOL	Per Student Overage	\$75 per trimester
MIDDLE SCHOOL & CROSSROADS	Per Student Overage	\$100 per semester
Block classes are counted as a single class		
ELEMENTARY	Per Student Overage	\$150 per semester

4. In all cases, learning environment concerns should be evaluated in light of the teacher(s) overall circumstances as compared to his/her colleagues, and if some action is deemed appropriate, the remedy or remedies should be designed as much as possible to specifically alleviate the concern(s) expressed in the particular case

5. When a special education teacher's caseload exceeds the maximum for a two week period of time after the fall Pupil Count Day and Supplemental Count Day, the special education teacher will receive an overload payment of \$150 per student per semester. This amount is prorated for trimesters which would be \$100 per student per trimester.
6. Secondary counselors whose caseloads exceed 450 students will be paid an additional \$200 per semester in which they have an overload.
7. The learning environment dates used for teachers at Crossroads will be December 1 and May 1.
8. The count date for the high school's second and third trimester is the fourth Wednesday of the trimester.

ARTICLE XIII

CONFERENCES AND PROFESSIONAL DEVELOPMENT

- A. Parent-Teacher Conferences - Parent-Teacher Conferences will be held periodically, the frequency and duration to be determined by the Continuing Contract Committee consistent with the school calendars in Appendix A of this Agreement. Kindergarten teachers who teach two sections will have the option to schedule additional parent/teacher conferences in the evening, with comparable time off provided. These dates and times will be established by mutual agreement between the principal and the teacher.
- B. Individual Training - The Board will encourage individual teachers to attend appropriate conferences, participate in workshops, make visitations and become involved in other professional development activities to the extent possible within the resources of the district.
 1. Teachers desiring to avail themselves of the above kinds of activities will fill out and submit to their immediate supervisor a Request to Attend Conference form at least seven (7) calendar days in advance. Teachers may have the option of

taking part in such approved activities at their own expense with no loss of pay or paid leave if sufficient funding is not available from the district.

2. The immediate supervisor will review and approve such requests, or if appropriate, forward them to the Superintendent or designee for approval. Notification of approval by the Administration will be made as soon as possible.

3. Reimbursement for expenses related to such activities will be made as soon as possible after submission of the teacher's copy of the Request to Attend Conference form, and appropriate documentation for the expenses claimed. The Superintendent or designee may authorize the advance payment of prescribed expenses for approved activities upon request of the teacher involved. Reimbursement will not be made when sufficient documentation is not provided; when reimbursement requests are not submitted within thirty (30) days after the activity is over; or when reimbursement has not been requested prior to the end of the fiscal year.

4. Individuals taking part in such activities shall submit a brief written report upon the request of their immediate supervisor, and are otherwise encouraged to share their experience with other staff members as appropriate.

5. The Board shall, upon request, provide to the Association a summary of conferences and other such activities attended by teachers during the prior school year.

C. General Training - In addition to the opportunities for individual training outlined above, curriculum changes and other initiatives undertaken by the district often require that in service training activities be provided on a grade, building, elementary, secondary, or district level.

1. The Oxford Curriculum Council will develop procedures to survey and identify training needs of the District on an ongoing basis. The Council will consider all pertinent evidence of district needs in developing proposed plans and agendas for in service programs. Such plans and agendas will be submitted to the Superintendent or designee for approval and implementation as soon as possible.

2. The Oxford Curriculum Council will work closely with various representative faculty groups in planning the above activities. In particular, it will try to assure that in service training activities are provided on an equitable basis among the buildings which have adopted professional development or similar modified schedules, or which still lack the training opportunities afforded by such alternate arrangements.

3. On occasion, the Oxford Curriculum Council may conclude that it is necessary or desirable to offer training opportunities during school recesses or at other times outside the regular work year, and may recommend same to the Superintendent or designee. Upon approval of the Superintendent or designee, teachers may be paid a stipend for their participation in such training as provided in Schedule D of Appendix C.

D. Elementary Data Work Sessions – Professional development time will be provided for elementary teachers, one-half day per marking period, for the completion of district-initiated records and assessment data. Teachers will determine how to best use the allotted period, however, time should be used to complete tasks such as, but not limited to: grading and recording assessments related to units of study or NCA initiatives, completing checklists for EDM and/or quarterly assessments, administering/recording running records, and similar initiatives. This time will not replace traditional records time at the end of marking periods or grade level co-planning sessions. At the end of each session a written account of the completed tasks should be given to the building administrator.

ARTICLE XIV

MUTUAL PROFESSIONAL RESPONSIBILITIES

A. Underlying Philosophy - The Board and the Association recognize that the ability to identify, implement and sustain appropriate changes in the operation of the District is critical to its ability to fulfill its educational mission. They further recognize that this critical ability requires shared responsibilities, effective communication and the broad involvement of many affected people in various decision making processes.

B. Oxford Curriculum Council - The Board and the Association will establish a

Curriculum Council. Guidelines have been established and are available through the Curriculum Department.

C. Subject Area Curriculum Committees - Subject area curriculum committees will be appointed by the Superintendent or designee as prescribed in the Procedural Guidelines for Curriculum Development adopted in Phase I of the Frameworks curriculum process and subsequently approved by the Board of Education.

1. Such committees will be responsible for developing the curriculum framework for their respective areas, as well as for monitoring the curriculum and recommending curriculum proposals in those areas, as outlined in the Procedural Guidelines.

2. Such committees will be K-12 in scope, and will include at least one administrator plus faculty representatives from different buildings and levels as also outlined in the Procedural Guidelines.

3. The faculty members on such committees shall be provided release time as needed.

D. Continuing Contract Committee - The Board and the Association shall utilize the Continuing Contract Committee to discuss, evaluate and make recommendations on matters relating to the OEA contract and of concern to either party, or to otherwise carry out the functions previously served by the Ad Hoc Committee.

1. Prior to any matter being submitted to the Continuing Contract Committee, it must first be discussed or reviewed with the appropriate administrator(s). A Committee member may request such a discussion or review on his/her own initiative, or may be present at such a discussion or review upon request of an affected employee. Any matter(s) not resolved to the satisfaction of either party may then be brought to the full Committee.

2. The Committee meetings may provide a forum for discussing a situation affecting the conditions or circumstances under which a teacher works. Such meetings, however, are not intended to bypass or circumvent the grievance

procedures outlined in Article VIII in any way, and are not to consider any matter for which another remedy exists under terms of this Agreement.

The following guidelines regarding the structure and operation of the Continuing Contract Committee were discussed over the course of many meetings, and were adopted in their current modified form as outlined below on March 24, 1998.

1. Purpose - The Continuing Contract Committee is intended to provide an ongoing, positive forum in which representatives of the Oxford Education Association and the Oxford Community Schools can discuss, evaluate and develop recommendations on matters relating to the OEA contract, and of interest to either or both parties. The CCC is not intended to replace the normal process of contract negotiation between the parties, nor to restrict in any way the grievance process provided for in the current contract between them. It is the hope of both parties, however, that the CCC will facilitate any future negotiations, and reduce the perceived necessity for grievances.

2. Structure - The Continuing Contract Committee will consist of six voting and two non-voting members. The two non-voting members will be the Superintendent of the school district and the MEA Uniserv representative serving the district. These members may attend all meetings and fully participate in all activities of the CCC, but will not be included in any formal voting process that might be required. Two of the remaining members will serve *ex officio* (i.e. by virtue of the positions they hold in the school district). One of these will be the Central Office Administrator responsible for teacher personnel, and the other will be the President of the OEA. Both will be regular, voting members of the CCC, and will serve as links to any regular contract negotiations between the parties. Two of the remaining members will be appointed by the Superintendent of schools from among the administrative staff, and two will be chosen by the OEA from among its membership. Both parties will attempt to choose individuals from the elementary, middle, and secondary levels who are broadly representative of various interests within the district, and who are committed to collaborative, consensus based decision-making process. The

process will be completed in time to permit the individuals appointed/selected to participate in the initial meeting of the CCC each year. While each of the parties recognize the importance of continuity for the successful operation of the CCC, they also acknowledge that their representatives may be unable to attend all meetings. They therefore authorize the occasional use of a substitute representative for one of their appointed members of the CCC. Such substitutes shall be entitled to fully participate in the discussion and voting at any meeting which they are authorized to attend.

3. Operations - The Continuing Contract Committee will meet at least quarterly over the course of each school year (i.e. August, September or October; November, December or January; February, March or April; May, June or July), but may meet additionally as mutually agreed to by the parties. In order for the CCC to act, each of the parties must be represented by at least two of its four representatives, which may include substitutes when authorized. Every attempt will be made to arrive at decisions by consensus, but in no instance will a decision be reached if there is less than five favorable votes among those members present. Either party may invite other representatives to be present at CCC meetings when such representatives might provide information or insights that would contribute to the deliberations of the CCC. Such representatives will not vote, and may be asked to excuse themselves from the deliberations of the CCC if so requested by either of the parties. The CCC itself will develop all other operational procedures, which will be adopted by consensus and reduced to writing.

4. Meetings - The agenda for the following meeting will be established by consensus at the end of each meeting of the CCC. Said agenda will be formally adopted at the beginning of each meeting, with the addition of further items, if any, by consensus. Each agenda will include the following sections in order:

- Approve minutes.
- Adopt agenda with additions, if any.
- Old business, including approval of final language.

- New business.
- Set agenda and make assignments for next meeting.

Minutes will be taken at each meeting by a member of the CCC. This responsibility will alternate between administrative and association members for each meeting. Minutes will be prepared and distributed to all CCC members no later than two weeks following the meeting. Corrections will be discussed and made during the minutes approval process at the next meeting. Decisions of the CCC will not be publicly communicated through its minutes, but when necessary through the formal approval of language describing said decisions to the satisfaction of the members. The drafting of such language will be part of the assignment process described in the agenda section above, and its approval will be part of the old business section also described there.

ARTICLE XV

COMPENSATION

- A. Prior Experience Credit - All teachers may be given full credit on the salary schedule for outside teaching experience in any school district in the State of Michigan or other applicable teaching experiences as determined by the Board, except where such experience is a prerequisite for the position, in which case the teacher will be given a minimum of the required years of experience.
- B. Extra Duty Assignments - Teachers involved in voluntary extra duty assignments as set forth in Appendix C of this Agreement, shall be compensated in accordance with the provisions of this Agreement without deviation, after requirements of their supplementary contracts have been fulfilled and said contracts have been approved by the building principal and/or other administrator as prescribed.
- C. Mileage Allowance - Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a mileage allowance equal to the rate established by the Internal Revenue Service for tax purposes. The same allowance shall be given for the use of personal automobiles for field trips or other district

business approved by the Board.

D. Extended Work Year Payment - The pay for counselors, coop coordinators and other employees required to work prior to or beyond the regular work year will be based on the employee's per diem rate, as determined by dividing the employees' annual salary by their currently prescribed work year. If as a result of State clock hour or school day mandates, the work year is extended beyond 189 teacher days both parties agree to negotiate.

E. Salary Lane Placement - Teachers shall be placed on a salary lane in the salary schedule in accordance with the following guidelines.

1. BA/BS Salary Lane - Teachers who hold a Baccalaureate Degree shall be placed on the BA/BS salary lane. Upon ratification of this Agreement, no additional teachers will be placed beyond Step 8 of this salary lane, and Steps 9 and above will be maintained only for those teachers already at those steps.

2. BA/BS + 18 Salary Lane - Teachers who have completed eighteen (18) semester hours of university approved graduate study in their areas of certificated endorsement or in their areas of teaching responsibility or in the field of education beyond the Baccalaureate Degree shall be placed on the BA/BS + 18 salary lane. Undergraduate hours which are part of an advanced degree plan or program beyond the BA/BS may be included within the eighteen (18) hours upon approval of the Superintendent or designee.

3. MA/MS Salary Lane - Teachers who possess a Master's Degree in their area of certificated endorsement or their area of teaching responsibility or in the field of education shall be placed on the MA/MS salary lane.

4. MA/MS + 15 Salary Lane - Prior to August 1, 2003, teachers who completed at least fifteen (15) semester hours of university approved graduate study in their area of certificated endorsement or their area of teaching responsibility or in the field of education beyond a Master's Degree, and were originally placed on the MA/MS + 15 salary lane, will be paid at the average of the MA/MS and MA/MS + 30 salary lanes. No additional teachers will be placed at this rate after August 1, 2003.

5. MA/MS + 30 Salary Lane - Teachers who have completed at least thirty (30) semester hours of university approved graduate study in their area of certificated endorsement or their area of teaching responsibility or in the field of education beyond a Master's Degree shall be placed on the MA/MS + 30 salary lane. Undergraduate hours which are part of an advanced degree plan or program beyond the MA/MS may be included within the thirty (30) hours upon approval of the Superintendent or designee.

F. Verification and Timing of Placement - Teachers shall submit official verification from a university of a degree, or of hours earned subsequent to a degree to the Superintendent or designee prior to any salary lane placement change. For purposes of this provision, the term "university" shall be defined as any institution which is empowered by law to grant Baccalaureate or Advanced Degrees.

1. Teachers who submit the above official verification on or before September 30 shall be placed on the appropriate salary lane retroactive to the beginning of the school year in which the official verification is submitted.

2. Teachers who submit the above official verification after September 30 but prior to the beginning of the second semester shall be placed on the appropriate salary lane at the beginning of the second semester.

3. Teachers who submit the above official verification after the beginning of the second semester but on or before January 31 shall be placed on the appropriate salary lane retroactive to the beginning of the second semester of the school year in which the official verification is submitted.

4. Teachers who submit the above official verification after January 31 but before the end of the school year shall be placed on the appropriate salary lane commencing with the beginning of the succeeding school year.

G. Method of Pay - Teachers shall have the option of receiving their pay in either of two ways. At the time of employment each teacher shall specify which of the two methods s/he wishes to employ, and that method will remain in effect from year to year unless changed in writing. A change may be made at the beginning of any school year, by

written notification to the Board payroll office at least two weeks prior to the issuance of the first paycheck for that year.

1. The teacher may elect to receive his/her yearly salary in twenty-one (21) installments, essentially corresponding to the school year (September to June).
2. Alternately, the teacher may elect to receive his/her yearly salary in twenty-six (26) installments throughout a twelve month period (September through August). Teachers electing this option, however, must provide the payroll office with a summer address by June of each year.

ARTICLE XVI

MEDICALLY FRAGILE STUDENTS

A. When health care needs or custodial needs routinely require adult assistance, the IEP or 504 plan will designate an appropriate adult other than the teacher to routinely fulfill these needs. Bargaining unit members especially employed to assist multiply impaired/medically fragile students (e.g. SXI teachers) will provide required school health services under the supervision of a licensed health professional.

ARTICLE XVII

STUDENT DISCIPLINE AND TEACHER PROTECTION

A. Student Discipline - Since effective student discipline is fundamental to effective teaching and learning, the Board recognizes that:

1. There is a need for sufficient backing and support of teachers to assist in maintaining classroom discipline. The Board will therefore give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.
2. There is a need to have reasonable rules established for student conduct. The district will therefore publish and distribute to all students and staff a copy of all rules for student conduct in a timely manner as such rules are established or

modified. In addition to and consistent with the rules set forth above, each teacher may establish additional rules for students during the time said students are in the teacher's charge.

3. Disciplinary problems are less likely to occur in classes where the teacher uses a variety of disciplinary techniques, practices preventative disciplinary measures and maintains a high standard of student discipline. A teacher may, on a temporary basis, exclude a student from class when the grossness of an offense, the persistence of the misbehavior or the disruptive effect of a violation makes the continued presence of the student in the classroom intolerable. When a teacher so excludes a student, the teacher will, whenever possible, furnish the principal with full written particulars of the basis for the exclusion by the end of the school day. If the time of the exclusion and/or the teaching obligations of the teacher would make it unreasonable to do so, the teacher will make a brief verbal report to the principal as soon as possible, and will provide the full written particulars by the next day.

4. A teacher shall not inflict or cause to be inflicted corporal punishment upon any pupil under any circumstances. However, a teacher may use reasonable force upon a pupil as necessary to maintain order and control in a school or school-related setting for the purpose of providing an environment conducive to safety and learning in accordance with the Michigan Revised School Code 380.1312. In maintaining that order and control, the teacher may use physical force upon a pupil as may be necessary for one (1) or more of the following reasons:

- a. To restrain or remove a pupil whose behavior is interfering with the orderly exercise and performance of the school district or functions within school or at a school-related activity, if that pupil has refused to comply with a request to refrain from further disruptive acts.
- b. For self-defense or the defense of another.
- c. To quell a disturbance that threatens physical injury to any person.
- d. To obtain possession of a weapon or other dangerous object upon or within the control of the pupil.

e. To protect property.

5. While teachers may use reasonable physical force for the purposes set forth in Section 4 above, they are not obligated to do so at risk to their own safety.

B. Teacher Protection - The Board recognizes that on occasion situations will occur which requires special assistance for teachers.

1. Any case of physical assault upon a teacher during the school day or an assigned school activity shall be promptly reported to the Board or its designated representative. The Superintendent, after consultation with the Board's attorney, will advise the teacher of the rights and obligations the teacher has with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

2. The administration will stand firmly behind a teacher who has demonstrated good judgment and control, consistent with this Article and the applicable rules and regulations of the school district. Nothing in this Article shall be interpreted as requiring a teacher to work more than the hours regularly required of that teacher.

3. The Board will reimburse teachers for any loss, damage or destruction of clothing or personal property which is not insured or otherwise reimbursed, and which is incurred while the teacher is engaged in enforcing the disciplinary rules and regulations of the school district. Such reimbursement shall be limited to \$50 per incident.

C. Alternatives to Corporal Punishment - Representatives of the Board and the Association will work cooperatively to establish and maintain effective disciplinary alternatives for students.

ARTICLE XVIII

DISTANCE LEARNING

A. The parties agree that distance learning is a legitimate alternate technique for the

delivery of instruction, when designed to expand or otherwise enhance learning opportunities for students, and not as a means for reducing the utilization of staff. They further agree that the Continuing Contract Committee will develop operational guidelines for any distance learning programs which may be implemented.

1. The Board shall have the right to contract with other districts to provide remote instructional delivery, as well as to contract with districts, educational institutions or commercial services to receive remote instructional delivery for provision to students of the District. The Board agrees, however, that it will not utilize such agreements to eliminate current bargaining unit positions, or to avoid the addition of bargaining unit positions as otherwise required by this Agreement.

2. If the Board elects to originate distance learning courses, the class target size/ranges (including students at the remote sites) shall be reviewed by the Continuing Contract Committee, along with other program elements which influence the learning environment of the students or impact the responsibilities of the teacher(s) involved. The assignment of teachers to instruct such courses shall be voluntary.

B. The implementation of distance learning programs shall be carefully planned, and will take into account the need for appropriate facilities, equipment, staffing and training.

ARTICLE XIX

SENIORITY, LAYOFF AND RECALL

A. Seniority - Seniority shall be defined as the length of continuous teaching service within the Oxford Community Schools commencing with the certified teacher's first working day subject to the applicable terms and conditions of this provision.

1. Seniority for all teachers hired who have the same seniority date will be determined by the following:

a. When more than one teacher begins work on the same date, seniority will be determined by the last four digits of the person's social security

number. The lower the number, the higher the individual's seniority (i.e., an individual with the numbers of 0000 would be listed in seniority before an individual whose digits were 9999). A teacher who loses time in seniority will be placed behind teacher(s) who have the same seniority date (i.e., unpaid leave). The seniority order assigned will be used for the purposes of transfer/assignment, layoff and recall. The date listed for seniority will be the first day of employment with the district. Teachers hired during the 2001-02 school year or previous years will continue to use the guidelines as established in Article XI and Article XX of the O.E.A. contract for purposes of transfer/assignment, layoff and recall.

2. Non-Bargaining Unit Service - When a member of the bargaining unit leaves the unit for another position within the school district and later returns to the bargaining unit, he or she shall retain previously acquired seniority.
3. Loss of Seniority - A teacher who resigns or is terminated shall lose all previously accrued seniority, except as provided in Article X, Section J 6.
4. Non-Accrual of Seniority - Seniority shall not accrue under the circumstances described below.
 - a. An approved leave of absence shall qualify as continuous service, but seniority shall not accrue during the leave except as otherwise provided in this Agreement.
 - b. Seniority shall not accrue for certified personnel while laid off.
 - c. Seniority shall be adjusted for extended absences which occur during the school year, after allowances for the Family and Medical Leave Act (FMLA) have been made.
5. Part-Time Teachers - After June 13, 2006, teachers who teach less than the full regular school day shall accrue seniority according to the portion of the day worked. If the part-time teacher is assigned one-half (½) time or less, such teacher shall accrue half seniority credit.

6. Seniority List - On or before November 1 of each school year, except in emergencies, the Superintendent or designee shall provide ten (10) copies of a seniority list to the Association President. The seniority list shall be periodically updated as necessary, and shall include certification, degree, leave and other pertinent information. Upon the request of either party, the Superintendent or designee and the Association President or designee shall meet to discuss the seniority list.

B. Layoff - Layoff shall be defined as a reduction of the teacher (certified personnel) work force due to declining enrollment or economic factors.

1. Order of Reduction - In the event of a layoff, the order of reduction shall be as follows.

a. First probationary teachers according to certification, qualifications and seniority within the K-12 structure, subject to the conditions set forth in this provision.

b. Second, tenure teachers according to certification, qualifications and seniority within the K-12 structure, subject to the conditions set forth in this provision.

2. Certification - For purposes of implementing the layoff procedure described in Section 1 above, certification shall be defined as follows:

a. Grades K-5 - a valid elementary certificate.

b. Grades 6-8 - a valid elementary or secondary certificate.

c. Grades 9-12 - a valid secondary certificate.

d. Special Education - appropriate state certification.

3. Qualifications - For purposes of implementing the layoff procedures described in Section 1 above, qualifications shall be defined as follows:

a. Grades K-6 - certification as defined above.

b. Grades 7-8 - highly qualified in the teaching assignment, meeting all

state and federal certification requirements, or other factors acceptable to the Board relating to the teaching assignment, such as prior teaching experience in the subject-matter area, other work or a vocational experience or other special training or expertise.

c. Grades 9-12 – highly qualified in the teaching assignment, meeting all state and federal certification requirements, and able to meet North Central Association requirements pertaining to the subject-matter area. In the event the teacher has a minor in the teaching assignment(s), the teacher must meet North Central Association requirements for the teaching assignment(s) within two (2) years. If the subject teacher does not meet North Central Association requirements within the two (2) year period, thereafter the teacher shall not be deemed qualified for a teaching assignment in his/her minor which does not meet North Central Association requirements.

d. Applicable state and federal requirements for special education positions.

4. Ties - In the event two or more teachers have the same certification, qualifications and seniority for the available teaching position(s), the following procedure shall apply:

a. Elementary (K-5) - The affected teachers shall be ranked on the basis of their respective salary lane placements (MA/MS + 30, MA/MS + 15, MA/MS, BA/BS + 18 and BA/BS) with the MA/MS + 30 lane being the highest ranking and the BA/BS lane being the lowest ranking. The highest ranked teacher(s) shall be assigned the available teaching position(s). Unresolved ties existing after implementation of the above procedure shall be resolved in accordance Section d below.

b. Middle (6-8) and High School (9-12) - The affected teachers shall be ranked first by majors in the subject-matter area in which the available teaching position exists and by their respective salary lane placements (MA/MS + 30, MA/MS + 15, MA/MS, BA/BS + 18 and BA/BS) with the

MA/MS + 30 lane being the highest and the BA/BS lane being the lowest. The teacher with a major in the subject-matter area and the highest salary lane placement ranking shall be assigned the available teaching position. If the tie is still unresolved, the above procedure shall be repeated on the basis of the affected teachers' minors in the subject-matter area in which the available position exists and the salary lane placement ranking. Remaining ties shall be resolved in accordance with Section d below.

c. Special Education - The affected teachers shall be ranked by their respective salary lane placements (MA/MS + 30, MA/MS + 15, MA/MS, BA/BS + 18 and BA/BS), with the MA/MS + 30 lane being the highest and the BA/BS lane being the lowest. The teacher with the highest salary lane placement ranking shall be assigned the available teaching position. If the tie is not resolved by the above procedure, it shall be resolved in accordance with Section d below.

d. Ties unresolved following the implementation of the procedures in Sections a, b and c above shall be resolved by ranking the affected teachers by the last six (6) digits of their respective Social Security numbers from the lowest number to the highest number. The teacher with the lowest ranking shall be assigned the available position.

5. Miscellaneous Guidelines - The following guidelines shall be observed whenever it becomes necessary to implement layoff procedures.

a. At least five (5) weekdays (exclusive of weekends and holidays) prior to the Board meeting at which layoffs are to be considered, the Superintendent or designee shall meet with representatives of the Association for the purpose of discussing and reviewing the proposed layoffs.

b. Teachers being laid off shall be notified of the layoff in writing at least ten (10) weekdays, (exclusive of weekends and holidays) prior to the effective date of the layoff.

c. The Board will retain non-tenured teachers where no tenured teachers

are certified for a position currently being held by the non-tenured teacher.

d. The Board will decide which curriculum programs are to be retained based on economic factors.

e. While laid off, certified personnel may continue at their own expense, and at the option and approval of the carrier, group health insurance coverage in accordance with Article XXI, Section G.

f. As provided in this Article, the teacher's certification, qualifications and seniority existing at the date of layoff shall be the determining factors for purposes of layoff. For purposes of recall, the teacher's certification, qualifications and seniority existing as of the date of recall shall be the determining factors.

C. Recall - Recall shall be defined as the return of laid-off teachers to available bargaining unit teaching positions within the school district, subject to applicable terms and conditions of this Agreement.

1. Procedure - Teachers will be recalled to available bargaining unit teaching positions on the basis of their certification, qualifications and seniority, as defined in this Article. The provisions of Section B of this Article regarding certification, qualifications and tie breaking procedures shall be applied as appropriate in the event of a recall.

2. Notification and Response - Teachers being recalled will be given written notice of recall by certified or registered letter or by telegram. Within seven (7) calendar days from the date of receipt of the above notice, teachers being recalled shall notify the Superintendent or designee of their acceptance or rejection of re-employment. In the event a teacher fails to notify the Superintendent or designee of the acceptance or rejection of the position within the seven (7) calendar day period or rejects the recall to employment, such teacher shall be removed from the recall list and shall be ineligible for re-employment under the terms of this provision. Laid off teachers shall provide written notification to the Superintendent or designee of their current address and current

telephone number. In addition, laid off teachers shall provide written notification to the Superintendent or designee of any changes in their major, minor or certificated endorsements.

3. Recall to Lesser Positions - In the event a teacher is laid off from a full-time position with the school district and is recalled to less than a full time position, or in the event the teacher is laid off from a part-time position and is recalled to a position of lesser time than that part-time position, the affected teacher may refuse the recall and still retain all recall rights as provided in this Agreement. The teacher refusing recall shall provide written notification to the school district within the above time limits of the refusal of the part-time or lesser time position. If a teacher refuses recall to a part-time or lesser time position, the teacher shall not be eligible to displace the teacher granted the part-time or lesser time position even if such position becomes full time, unless the position becomes vacant and is available for teachers on the recall list.

4. Miscellaneous Guidelines - The following guidelines shall be observed whenever it becomes possible to implement recall procedures.

a. Upon recall, teachers shall retain their positions on the salary schedule, as well as their sick leave days and seniority accumulated prior to their layoff.

b. Except as otherwise provided in this section, a teacher shall be eligible for recall for a period of thirty-six (36) months from the date of the teacher's layoff or the length of the teacher's seniority at the time of layoff, whichever period is greater.

c. Tenured teachers shall retain any rights provided under the Teachers' Tenure Act pertaining to recall.

ARTICLE XX

EMPLOYEE BENEFITS

A. Health Insurance - Pursuant to the authority as set forth in the Michigan School

Code, the Board agrees to provide health insurance benefits as described in this section, and other fringe benefits as enumerated in the sections which follow.

1. MESSA - Upon appropriate election in writing under the provisions of Section 125 of the IRS Code, the Board agrees to provide each full time employee with health care insurance protection according to their family status, and with the premium cost to be paid in full by the Board. Upon ratification of this Agreement by both parties, this health care insurance will continue to be the MESSA Choices II Plan, but with the addition of a rider establishing \$10/\$20 prescription co-payments. Otherwise eligible employees shall not be entitled to this prescribed health insurance coverage while they are also covered by another general health care insurance policy. MESSA Choices II PAK will be in effect for the 2008-11 contract, unless mutually agreed upon, as stipulated below.

2. When the premium rate for MESSA PAK insurances exceeds seven percent (7%) over the previous year, the total amount over the seven percent (7%) shall be equally divided between the employees receiving medical coverage and the employer up to a twelve percent (12%) increase. Anything over twelve percent (12%) will be fully paid by the employer. The salary schedules will not be affected. The Association has the option of choosing the method of deduction. In lieu of the salary reduction, the Association reserves the right to restructure the insurance package in consultation with the district.

3. Alternate to Health Insurance - Upon appropriate election in writing under the provisions of Section 125 of the IRS Code employees not requiring health care insurance may receive a monthly cash payment in the amount shown in Schedule C of Appendix C. Such payment may be applied toward other insurance options available through MESSA and other carriers approved by the Board, or toward tax sheltered annuity or custodial account programs from companies approved by the Board.

B. Dental Insurance - The Board will provide dental insurance coverage for the services outlined below on an 80/20 co-pay basis. Teachers who are otherwise covered by a

dental insurance program will be eligible for coordinated benefits on a 50/50 co-pay basis. The coverage will include missing tooth, five year denture and pre-existing orthodontic exclusion waivers, as described in the policy. The total benefits payable for all services covered by the policy will be subject to a \$1000 annual maximum for each covered individual.

1. Basic dental services as described in the policy, including visits and examinations, x-ray and pathology, oral surgery, anesthesia, periodontics, endodontics, basic restorative dentistry and space maintainers.
2. Major dental services as described in the policy, including major restorative dentistry and prosthodontics.
3. Orthodontic expense insurance on the same co-pay basis as basic and major services, but with a lifetime maximum benefit of \$1500, and subject to the age limitations specified in the policy.

C. Vision Insurance - The Board shall provide group vision insurance coverage equivalent to MESSA VSP 3 coverage.

D. Flexible Spending Accounts - Effective January 1, 1999 the Board will make available to eligible employees the opportunity to establish flexible spending accounts through MESSA under the provisions of Section 125 and Section 129 of the IRS Code. It is understood that the Board will not contribute funds to said accounts on behalf of employees electing to participate.

E. Life Insurance - Effective upon ratification of this Agreement by both parties and for the duration of this Agreement, the Board will provide term life insurance in the amount of \$50,000, inclusive of any coverage provided under the health insurance detailed in Section A above, and including an accidental death and dismemberment provision, subject to the terms of the policy.

F. Short-Term and Long-Term Disability Insurance - The Board shall provide group short and long-term disability insurance without cost to the employee. Coverage under the STD policy shall take effect after the 90th calendar day of disability, regardless of any

accumulated sick leave due the affected employee and shall provide coverage through the 365th calendar day of disability; the LTD policy shall take effect on the 366th calendar day of disability and shall remain in effect for the length of the disability thereafter. Effective upon the ratification of this Agreement by both parties, the STD and LTD coverages shall provide the teacher 66-2/3% of their salary up to a maximum monthly benefit of \$3700, subject to the terms of the insurance policy, and effective to age 65. The maximum monthly benefit shall be increased to \$3800 for the 1999-00 school year, \$3900 for the 2000-01 school year, and \$4000 for the 2001-02 school year.

G. Terminal Pay - Upon retirement in accordance with the requirements of the Michigan Public School Employees Retirement System, teachers who have had ten (10) years of continuous service with the Oxford Community Schools up to the time of retirement shall receive terminal pay from the District. Eligible teachers shall be paid for all accumulated sick leave days at the per diem rate as prescribed in Schedule C of Appendix C.

H. Extended Coverage - At the option of the teacher, group health care insurance coverage at group rates may be extended up to thirty-six (36) months beyond the date the Board ceases to be liable for the premium payments, subject to the approval of the insurance carrier, and consistent with the provisions of the federal COBRA regulations. To be eligible for this extended coverage, the teacher shall make payments to the Board and/or insurance carrier in an amount and manner consistent with the provisions of the COBRA law. Failure to receive timely payment may result in the teacher being dropped from continuing group coverage unless prior arrangements have been made with the appropriate Board personnel or with the insurance carrier. A similar availability of health insurance coverage at group rates shall be available to qualifying dependents of employees as provided for in COBRA guidelines.

I. Summer Coverage - Teachers not planning to return to the district in the fall, but who have fulfilled their contract with the Board to the end of the scheduled school year, shall have continuous Board paid coverage through August 31. Teachers who are employed after the beginning of a school year under regular contract and who fulfill said

contract with the Board to the end of the scheduled school year, shall also have Board paid coverage through August 31.

J. Coverage for Part-Time Teachers - Coverage for health, dental, vision, group life, and short and long-term disability shall be provided by the Board on a pro-rated basis, based upon the proportional amount of time worked, to include conference or preparation periods, lunch periods, and supervision or other Board assignments. The appropriate pro-ration shall be determined by dividing the time worked as defined above by the time worked by a full-time teacher on a daily basis. If a teacher teaching less than full time desires such insurance coverage, it shall be said teacher's responsibility to pay for the difference no less than monthly in a consistent manner as prescribed by the Board. The provision of such coverage shall be limited only by such restrictions as the insuring companies may impose as they relate to specific coverages.

ARTICLE XXI

MISCELLANEOUS PROVISIONS

A. This Agreement constitutes the sole and entire existing Agreement between the Board and the Association and expresses all obligations and restrictions imposed upon same. This Agreement is subject to amendment, alterations or additions, only by a subsequent written agreement between and executed by the Board and the Association. The waiver of any breach, term or condition of the Agreement by mutual written consent between the Board and the Association shall not constitute a precedent in the future enforcement of all its terms and conditions.

B. Nothing contained herein shall be construed to deny or restrict any Board or teacher rights established under the Michigan General School Laws or any other laws or regulations. In the event that any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal within the time provided for appeals has been taken, such provisions shall be void and inoperative, but all other provisions of this Agreement shall remain and continue in effect.

C. Electronic copies of this Agreement shall be available on-line within fifteen (15) days of ratification of this Agreement by the Board of Education, unless precluded by an emergency.

D. The Board and Association recognize that teachers are qualified to serve as resource personnel in the selection of teaching materials and equipment, and in the educational design of new or remodeled school buildings. The Board agrees to give consideration to the recommendations of teachers concerning same.

E. The Board shall make every effort to provide adequate audio-visual equipment in the various buildings within the District.

F. The Board shall provide electronic copies of the staff directory to all members of the Association as soon as possible prior to October 1 each year, except in emergencies.

G. Members of the bargaining unit will receive first consideration for open extracurricular assignments. Upon written request, a staff member who has applied for an extracurricular assignment and who has not been appointed to the assignment, should receive written reason(s) for the non-appointment.

H. The Association agrees not to strike during the life of this Agreement.

APPENDIX A

The school calendars for 2009-10 and 2010-11 will be developed through the Continuing Contract Committee, beginning in December, 2008.

APPENDIX B

2008-2009 O.E.A. SALARY SCHEDULE					
Contract parameters = 0.5% 2008-2009; Steps 10 and 15 = 0.5% plus an additional 1.5%; Steps 20 and 25 = 0.5% plus an additional increase of 1%					
	2008-2009	2008-2009	2008-2009	2008-2009	2008-2009
STEP	BA/BS	BA+18	MA	MA+15	MA+30
0.0	36,469	39,020	41,560	43,330	45,100
0.5	37,628	40,234	42,843	44,610	46,378
1.0	38,783	41,451	44,125	45,892	47,658
1.5	39,940	42,674	45,406	47,175	48,942
2.0	41,098	43,898	46,688	48,458	50,224
2.5	42,259	45,115	47,969	49,739	51,508
3.0	43,416	46,337	49,252	51,025	52,793
3.5	44,575	47,558	50,536	52,306	54,074
4.0	45,730	48,779	51,817	53,588	55,355
4.5	46,891	49,999	53,099	54,868	56,637
5.0	48,047	51,217	54,380	56,149	57,920
5.5	49,207	52,439	55,662	57,432	59,201
6.0	50,369	53,663	56,943	58,714	60,484
6.5	51,527	54,881	58,225	59,995	61,764
7.0	52,682	56,099	59,509	61,278	63,043
7.5	53,907	57,385	60,864	62,635	64,404
8.0	55,131	58,672	62,219	63,990	65,761
8.5	56,488	60,107	63,729	65,505	67,284
9.0	57,843	61,543	65,237	67,019	68,803
9.5	59,002	62,774	66,546	68,362	70,181
10.0	61,061	64,965	68,865	70,749	72,631
15.0	64,725	68,863	72,997	74,994	76,989
20.0	68,269	72,635	76,996	79,102	81,207
25.0	72,366	76,994	81,616	83,849	86,079

This calendar is based on 173 student days and 186 teacher days. If the state required hours/days change, the days may be reinstated up to 182 student days (1098 hours) and 189 teacher days at no additional compensation

Teachers will be eligible for the first step of longevity with fifteen or more years; the second step with twenty or more years; and third step with twenty five or more years. Teachers will reach longevity steps based upon their placement on the salary schedule when hired.

Teachers who hold Educational Specialist degrees in education or related fields are eligible for a stipend equal to two and one half percent (2 1/2%) of their base salary; those who hold Doctoral degrees are eligible for a stipend equal to five percent (5%) of their base salary.

The MA+15 salary lane will be used for those individuals who qualified prior to the 2003-04 school year.

2009-2010 O.E.A. SALARY SCHEDULE

Contract parameters = 0.5% 2009-2010; Steps 10 and 15 = 0.5% plus an additional 1.5%; Steps 20 and 25 = 0.5% plus an additional increase of 1%

	2009-10	2009-10	2009-10	2009-10	2009-10
STEP	BA/BS	BA+18	MA	MA+15	MA+30
0.0	36,651	39,215	41,768	43,546	45,326
0.5	37,816	40,435	43,057	44,833	46,610
1.0	38,977	41,659	44,345	46,122	47,896
1.5	40,139	42,887	45,633	47,411	49,187
2.0	41,304	44,117	46,922	48,700	50,475
2.5	42,470	45,341	48,209	49,988	51,766
3.0	43,634	46,569	49,498	51,280	53,057
3.5	44,798	47,796	50,788	52,568	54,344
4.0	45,959	49,023	52,077	53,856	55,632
4.5	47,126	50,249	53,365	55,142	56,920
5.0	48,287	51,473	54,652	56,430	58,210
5.5	49,453	52,701	55,940	57,719	59,497
6.0	50,621	53,931	57,227	59,008	60,786
6.5	51,784	55,156	58,517	60,295	62,073
7.0	52,945	56,379	59,807	61,584	63,358
7.5	54,176	57,672	61,168	62,948	64,726
8.0	55,406	58,965	62,530	64,310	66,090
8.5	56,770	60,407	64,048	65,832	67,620
9.0	58,133	61,850	65,563	67,355	69,147
9.5	59,297	63,088	66,878	68,704	70,532
10.0	62,287	66,269	70,247	72,170	74,089
15.0	66,024	70,245	74,462	76,499	78,535
20.0	69,297	73,729	78,155	80,292	82,429
25.0	73,455	78,153	82,844	85,111	87,375

This calendar is based on 173 student days and 186 teacher days. If the state required hours/days change, the days may be reinstated up to 182 student days (1098 hours) and 189 teacher days at no additional compensation

Teachers will be eligible for the first step of longevity with fifteen or more years; the second step with twenty or more years; and third step with twenty five or more years. Teachers will reach longevity steps based upon their placement on the salary schedule when hired.

Teachers who hold Educational Specialist degrees in education or related fields are eligible for a stipend equal to two and one half percent (2 1/2%) of their base salary; those who hold Doctoral degrees are eligible for a stipend equal to five percent (5%) of their base salary.

The MA+15 salary lane will be used for those individuals who qualified prior to the 2003-04 school year.

2010 - 2011 O.E.A. SALARY SCHEDULE

Contract parameters = 0.5% 2010-2011; Steps 10 and 15 = 0.5% plus an additional 1.5%; Steps 20 and 25 = 0.5% plus an additional increase of 1%

	2010-11	2010-11	2010-11	2010-11	2010-11
STEP	BA/BS	BA+18	MA	MA+15	MA+30
0.0	36,835	39,411	41,977	43,764	45,553
0.5	38,005	40,637	43,272	45,057	46,843
1.0	39,172	41,867	44,567	46,352	48,136
1.5	40,340	43,102	45,862	47,648	49,433
2.0	41,510	44,338	47,156	48,944	50,727
2.5	42,683	45,568	48,450	50,238	52,025
3.0	43,852	46,802	49,746	51,536	53,322
3.5	45,022	48,035	51,042	52,831	54,616
4.0	46,189	49,268	52,337	54,125	55,910
4.5	47,361	50,501	53,632	55,418	57,205
5.0	48,528	51,730	54,925	56,712	58,501
5.5	49,701	52,964	56,220	58,007	59,794
6.0	50,874	54,200	57,513	59,303	61,090
6.5	52,043	55,431	58,809	60,597	62,383
7.0	53,210	56,661	60,106	61,892	63,675
7.5	54,447	57,960	61,474	63,263	65,050
8.0	55,683	59,260	62,843	64,632	66,420
8.5	57,054	60,709	64,368	66,162	67,958
9.0	58,423	62,160	65,891	67,691	69,493
9.5	59,593	63,403	67,213	69,047	70,885
10.0	63,537	67,599	71,658	73,618	75,577
15.0	67,350	71,655	75,957	78,035	80,111
20.0	70,340	74,838	79,331	81,501	83,670
25.0	74,560	79,329	84,091	86,392	88,690

This calendar is based on 173 student days and 186 teacher days. If the state required hours/days change, the days may be reinstated up to 182 student days (1098 hours) and 189 teacher days at no additional compensation

Teachers will be eligible for the first step of longevity with fifteen or more years; the second step with twenty or more years; and third step with twenty five or more years. Teachers will reach longevity steps based upon their placement on the salary schedule when hired.

Teachers who hold Educational Specialist degrees in education or related fields are eligible for a stipend equal to two and one half percent (2 1/2%) of their base salary; those who hold Doctoral degrees are eligible for a stipend equal to five percent (5%) of their base salary.

The MA+15 salary lane will be used for those individuals who qualified prior to the 2003-04 school year.

APPENDIX C

SUPPLEMENTAL PAY SCHEDULES

Schedule A - The athletic pay percentages below are applied to the BA/BS salary lane, with a maximum of eight (8) years of experience credited.

It was agreed that a task force committee would be formed to review supplementals and issues involving supplementals. Committee members will be selected and meeting date(s) set by the first CCC meeting in 2008. Recommendations resulting from this study will be brought forward to the Board of Education, if recommendations for change are identified.

School Year	08-11	
Baseball, Varsity Head	9%	
Basketball, Varsity Head	12%	Each of 2 positions
Cheerleading, Varsity	9%	Fall season
Cross Country, Varsity Head	12%	Assignment includes boys and girls
Dance Team, Varsity	5%	Each of 2 seasons
Football, Varsity Head	13%	
Golf, Varsity Head	7.5%	Each of 2 positions
Lacrosse Varsity	9%	
Soccer, Varsity Head	9%	Each of 2 positions
Softball, Varsity Head	9%	
Swim, Boys' Varsity	9%	
Swim, Girls' Varsity	9%	
Track, Varsity Head	12%	
Volleyball, Varsity Head	9%	
Wrestling, Varsity Head	9%	
Bowling	7.5%	
Cheerleading, Competitive	9%	Winter season
Cross Country, Assistant	6.5%	If participants exceed 15
Football, Varsity Assistant	9%	Each of 3 positions
participants exceed 75). One of these positions may be split to permit "specialty" coach		
Swim, Girls' Varsity Assistant	6%	
Swim, Boys' Varsity Assistant	6%	
Track Assistant	7.5%	Each of 3 positions (4 th position authorized if
Wrestling, Assistant	7.5%	
Baseball, Junior Varsity	7.5%	
Basketball, Junior Varsity	8.5%	Each of 2 positions
Cheerleading, Junior Varsity	7.5%	Per Season

Dance Team, Junior Varsity	2%	Each of 2 seasons
Football, Junior Varsity	8.5%	Each of 2 positions
Golf, Junior Varsity	3.5%	Each of 2 positions
Lacrosse, Junior Varsity	6.5%	
Soccer, Junior Varsity	6.5%	Each of 2 positions
Softball, Junior Varsity	7.5%	
Volleyball, Junior Varsity	6.5%	
Baseball, Freshman	6.5%	
Basketball, Freshman	8.5%	Each of 2 positions
Cheerleading, Freshman	6.5%	Per Season
Football, Freshman	8.5%	Each of 2 positions
Softball, Freshman	6.5%	
Volleyball, Freshman	6.5%	
Basketball, Middle School	6.5%	
Cheerleading, Middle School	4.5%	Per Season, Each of 2 positions
Cross Country, Middle School	5.5%	
Football, Middle School	6.5%	Each of 4 positions (5th position authorized if participants exceed 75, and 6th if participants exceed 90)
Track, Middle School	5.5%	Each of 2 positions (3rd position authorized if team exceeds 70)
Volleyball, Middle School	6.5%	Each of 2 positions
Wrestling, Middle School	4.5%	Each of 2 positions

Schedule B - The supplemental contract and miscellaneous pay percentages below are applied to the Base Step of the BA/BS salary lane. Positions with year long responsibilities and contracts of 5% or greater will be paid in two installments at the end of each semester; contracts of less than 5% will be paid in a single payment at the end of the school year.

High School

Marching Band – Head	8%	
Marching Band – Assistant	4%	Each of 2 positions
Band – Symphonic	4%	
Band – Concert	4%	
Band – Varsity	4%	
Band – Jazz	8%	
Vocal Director	10%	Each of 2 positions (8% each if held by same individual)

(If music staffing varies from that listed above, appropriate compensation will be

reviewed by the Continuing Contract Committee.)

Yearbook	12%	
Newspaper	1%	Per issue, up to 4 issues per year
Literary Magazine	4%	
Musical	8%	
Play	6%	

(If a single sponsor assumes responsibility for the yearbook, newspaper and/or a related club, or a single sponsor assumes responsibility for a musical, play and/or related club, total appropriate compensation for such sponsors will be reviewed by the Continuing Contract Committee.)

National Honor Society	12%	10% if meet primarily during school hours
Student Council	12%	10% if meet primarily during school hours
Junior Class Sponsor	8%	
Senior Class Sponsor	7%	
Sophomore Class Sponsor	5%	
Freshman Class Sponsor	5%	

(In order for the sponsor to earn the higher stipend for National Honor Society or Student Council, the group's meeting time outside of school hours should approximate at least 15 hours, i.e. one meeting about one and one-half hours long per month.)

Academic Team	4%	Per season
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Middle School

Band Director – 8 th Grade	4%
Band Director – 7 th Grade	4%
Vocal Director	8%
Wildcat Choir	4%
Thunder Drummers	4%
Musical	6%
Play	5%

(If a single sponsor assumes responsibility for a musical, play and/or related club, total appropriate compensation for such a sponsor will be reviewed by the Continuing Contract Committee.)

Student Council	6%	5% if meet primarily during school hours
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(In order for the sponsor to earn the higher stipend for Student Council, the group's

meeting time outside of school hours should approximate at least 15 hours, i.e. one meeting about one and one-half hours long per month.)

Yearbook	8%	
Newspaper	1%	Per issue, up to 2 issues per year

Elementary

Student Council	5%	
Vocal Director	4%	Per building
Newspaper	.5%	Per issue, up to 2 issues per year
Intramurals/Exploratories	5%	Per bldg. (4 buildings: DA/OES, Lakeville, Clear Lake, Leonard)

The responsibilities of the elementary vocal director will include the conduct of a "Super Singers" program and the participation of this group in various after school activities and concerts. It is further understood that their responsibilities will include the preparation and conduct of annual after school concerts at each elementary grade level, i.e. grades 1-5, and that in some cases this would involve more than one building (e.g. A single 4% contract would cover "Super Singers" and concerts for grades 3-5 at OES, plus concerts for grades 1-2 at DA).

Miscellaneous

Additional Class	15%	Per Semester (OMS)
	10%	Per Trimester (OHS)
Officially Recognized Clubs	4%	Per year
Provisionally Recognized Clubs (raised to 4% if officially recognized)	2%	For initial semester, to be total if officially
Additional Preparation	2%	Per Semester (OMS)
	2%	Per Trimester (OHS)
Elementary Split	2%	Per Semester
Science or Other Academic Fair	2%	To cover cost of materials, expenses or stipends
Art or Other Educational Fair	2%	To cover cost of materials, expenses or stipends

(It was agreed on February 25, 2000, that if any of the elementary activities (student

council, vocal director, newspaper, science fair, or art fair) are not appropriate for a given building or are otherwise not conducted during a given year, the funds may be reallocated. Specifically, if any of these funds have not been expended or committed by February 1 of a given year, the principal of the building involved may request approval to utilize some or all of them for other co-curricular activities that would enhance the opportunities available to students in that building.)

OHS Exploratory Activities	10%	If funds are authorized, 10% will be available to support high school non-traditional extra-curricular activities.
OMS Exploratory Activities	10%	If funds are authorized, 10% will be available to support middle school non-traditional extra-curricular activities.
Curriculum Committee	4%	May be doubled or paid for two positions in prescribed years of curriculum cycle

Schedule C - The following supplemental contracts and miscellaneous payments will be based on the indicated factor times the per diem rate for the current BA/BS Base salary, which shall be determined by dividing the BA/BS Base salary by current number of teacher workdays.

Terminal Pay	1	
Health Insurance Option	1	Per month

Schedule D - The following supplemental contracts and miscellaneous payments will be based on the indicated factor times the hourly rate for the current BA/BS salary, which shall be determined by dividing the BA/BS Base per diem by the prescribed number of duty hours per day (7.5).

Teacher Trainer	1.5	Per hour
Curriculum Developer	1.5	Per hour
Emergency Substitute	1.5	Per period of 40 minutes or more
Emergency Substitute	.75	Per period of 40 minutes or less
Teacher Trainee	1	Per hour
Curriculum Committee	1	Per hour
Emergency Lunch		
Room Supervision	1	Per session

In order to clarify the process by which clubs might become "officially recognized" as specified in Schedule B, the following guidelines were adopted in December 1998.

Recognition Process for Co-Curricular Organizations

The Oxford Area Community Schools routinely sponsors a variety of co-curricular activities, including athletics, student government, journalism, music and theatre, etc. They also promote the establishment of clubs and other organizations that may further supplement and enrich the basic curriculum of the district.

Any student group wishing to establish such an organization within the district must secure advance permission from the principal or designated administrator in the school involved.

This requirement is applicable to any group organizing activities among or on behalf of Oxford students, which intends to meet in Oxford school facilities and/or to incorporate the name of the district or an individual Oxford school in its title. The principal or designated administrator will review all such requests, and after verifying compliance with established criteria, will extend provisional recognition as the beginning of the next semester.

Any group having secured provisional recognition may begin functioning pending receipt of official recognition. Official recognition will be extended to any such group that has remained active and in compliance for a minimum of one full semester after it secured provisional recognition. The total number of extra-curricular organizations to which official recognition will be extended, however, shall be limited to one per fifty students enrolled at the school in question.

Any organization established during the 1998-99 school year or thereafter will be subject to the guidelines for recognition outlined here. Any organizations which existed in essentially eligible form prior to the 1998-99 school year will be officially recognized automatically, with the understanding that any deficiencies in meeting the prescribed criteria will be removed as soon as possible, and no later than the end of the 1998-99 school year.

Recognition Criteria for Co-Curricular Organizations

To become an officially recognized co-curricular organization, a group must meet the six criteria outlined below.

1. Purpose: The organization must have a clearly stated purpose or purposes that supplement or enrich the regular school curriculum, and that are not exclusively or primarily social, recreational, religious or politically partisan in nature
2. Extra-Curricular Status: The organization may not be part of the regular curricular offerings of the school, or conduct its activities as part of a class or classes.

3. **Activities:** The formal activities of an organization, exclusive of social and recreational, must total a minimum of twenty-five non-class hours per school year and must be scheduled in a manner consistent with the purpose(s) of the organization (typically either regularly spaced throughout the school year, or concentrated within a "season"); formal activities must be supervised by the sponsor and may include business meetings, competitions and practices, or other organized activities which promote the organization's purpose(s).
4. **Sponsor:** The organization must have an adult, preferably a faculty member, willing to serve as sponsor for a minimum of one school year; a qualified non-faculty sponsor may be considered if no faculty member is willing to act in this capacity.
5. **Membership:** Membership must be restricted to students currently enrolled in school, and an organization must have a minimum of ten active members, i.e. members who participate regularly in the activities of the organization and who support it financially as required by the group's organizational document.
6. **Organizational Document:** The organization must adopt a constitution or at minimum prepare a brief document outlining its purpose(s) and planned activities, and describing how it will provide the financial support required to conduct its routine activities as envisioned.

Recognition may be withdrawn from an officially recognized organization if it ceases to meet the specified criteria for a full one-year period. In such cases, funds in the internal account of such an organization shall be disposed of per district policy and guidelines.

Compensation and Appraisal of Co-Curricular Sponsors

Sponsors of co-curricular organizations which have received permission to function will be issued a supplemental contract in the nominal amount of \$1.00, covering the period preceding provisional recognition. Sponsors of such organizations which have been extended official recognition will be compensated as specified in the current OEA master agreement, commencing the semester in which it secures official recognition.

In addition to the twenty-five non-class hours devoted to the supervision of activities, sponsor compensation assumes that approximately half that amount of time will also be spent on planning, paperwork, and other support work required by the organization.

Sponsors of all extra-curricular activities, including clubs and similar organizations, will be evaluated annually by the building principal or other designated administrator utilizing prescribed forms and processes.

APPENDIX D

EXTRA-CURRICULAR SPONSORS – ANNUAL APPRAISAL			
Organization:			
Sponsor:			
School Year: Below	Circle Responses		
1. The sponsor has set clear goals for the organization or activity or has articulated and followed the objectives that were previously set.	S	U	NA
2. The sponsor provides leadership that results in worthwhile outcomes for student members or participants.	S	U	NA
3. The sponsor maintains satisfactory relationships with students, parents and colleagues.	S	U	NA
4. The sponsor maintains appropriate communication with parents and building administration.	S	U	NA
5. The sponsor completes necessary transportation arrangements in advance, and maintains control of students while traveling.	S	U	NA
6. The sponsor assures that students are supervised appropriately at all times.	S	U	NA
7. The sponsor completes and submits all required paperwork in a timely manner.	S	U	NA
8. The sponsor assures that all fundraising procedures comply with district policies and procedures.	S	U	NA
9. The sponsor assures that all financial transactions are handled according to administrative guidelines.	S	U	NA
10. The sponsor sees that equipment and supplies are turned in.	S	U	NA
INCLUDE COMMENTS ON REVERSE AS NECESSARY			
SIGNATURE OF EVALUATOR		DATE:	
SIGNATURE OF SPONSOR		DATE:	

APPENDIX E

ELEMENTARY LEARNING ENVIRONMENT CONCERN FORM	
This form is to be completed by the teacher affected and discussed with the principal when he/she believes there are significant deviations from the class size targets/ranges and/or other issues adversely affecting the classroom instructional program.	
1. Describe the concern and resulting negative impact on the instructional program.	
2. Identify the course of action you would like considered to address the situation. Some possible courses of action suggested by the OEA contract are:	
(Check one, if applicable)	
	Student schedule adjustments
	Additional supplies to be purchased
	Released time for planning/assessment
	Conference/workshop participation
	Paraprofessional support
	Professional support
	Other ideas deemed appropriate by the teacher and principal or designee:
Teacher Signature:	Date submitted to principal:
Agreed upon resolution:	
Teacher Signature:	Date:
Principal Signature:	Date:

**SECONDARY
LEARNING ENVIRONMENT CONCERN FORM**

This form is to be completed by the teacher affected and discussed with the principal when he/she believes there are significant deviations from the class size targets/ranges and/or other issues adversely affecting the classroom instructional program, staff, and students.

Period	Course Name	Target Number	Actual Enrollment	Number of Special Education Students
1				
2				
3				
4				
5				
6				
7				

Summary Information

Total Students	
Department Average	
Total Students Above Average	
Department Target	
Total Students Above Target	
Overloads	
Overloads (Special Ed/3)	
Co-Teaching Ratios	
Class Differentials	
Other	
Assessment Planning	

1. Describe the concerns and resulting affect on the instructional program and your professional responsibilities. If your concern involves class size, overloads, etc., complete as much of the tables above as possible. An administrator or counselor will provide assistance.

2. Identify the appropriate supplies needed to accommodate your concerns.

3. Identify the equivalent release time suggested to balance your professional responsibilities. The teacher may use this "block grant" in any combination of released time and/or stipend.

Circle the appropriate choice:

Substitute Days	1	2	3	4	5	6	7	8	9	10	11	12
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Teacher Signature:
principal:

Date submitted to

Agreed upon resolution:

Teacher Signature:

Date:

Principal Signature:

Date:

APPENDIX F

Crossroads for Youth

Calendar

- The number of student and teacher days will be consistent with the district calendar.
- The Crossroads calendar may be up to 15 working days before and after the regular calendar (no more than 10 days at the beginning or 5 days at the end).
- No school days will be scheduled in July (except for summer school).
- Thanksgiving and Spring breaks will be consistent with the district.
- The winter holiday break may be different from the district calendar, but will include 12-24 through 01-01 as non-work days.

Testing

- During intercessions and after school, Crossroads teachers may volunteer for extra hours for testing.
- Professional staff will be paid per test at the B.A. base per diem hourly rate.
- An equal opportunity to work will be offered to all who volunteer based on seniority.
- No teacher will be required to work.

Summer School

- Summer school will begin no more than one week after the school year ends.
- On the first Monday in May, Crossroads teachers will be given the option to teach summer school.
- On the second Monday in May, unfilled positions will be offered to district teachers.
- On the third Monday in May, unfilled positions will be offered externally.

This Agreement shall be in effect beginning September 1, 2008, and shall continue in full force and effect until August 30, 2011.

OXFORD COMMUNITY SCHOOLS
BOARD OF EDUCATION

By: _____
Colleen Schultz
Its President

By: _____
Carol Mitchell
Its Secretary

OXFORD EDUCATION ASSOCIATION

By: _____
James Gibbons
Its President

By: _____
Karen Lawler
Its Secretary

Although most of them are not signatories to this Agreement,
the time and effort of the OEA bargaining team in crafting it should be acknowledged,

Neil Peruski Kristi Weinert
Rob Murray Julie Adema
Rebecca Ziemianski

as should the leadership of James Gibbons,
and the assistance of Uniserv Director William Curtis