

6/30/96

AGREEMENT

Between The

OAKRIDGE PUBLIC SCHOOLS

BOARD OF EDUCATION

And The

OAKRIDGE EDUCATION ASSOCIATION

Oakridge Public Schools
Muskegon, Michigan
1993-96

Oakridge Public Schools

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AGREEMENT

This Agreement, made and entered into by and between the Oakridge Public Schools, hereinafter sometimes referred to as the "Board" and the Oakridge Education Association affiliated with the Michigan Education Association, hereinafter sometimes referred to as the "Association", on this 16th Day of August 1993, provides as follows:

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for professional personnel employed in the following positions: classroom teachers, guidance counselors, librarians, social worker, and psychologist hereinafter referred to as employee/s but excluding supervisory and executive personnel, office and clerical employees.
- B. The Board agrees not to negotiate with any employees' organization other than the Association as long as the Association is recognized as the Bargaining Agent. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.
- C. This agreement shall supersede any school district rules, regulations, or practices which are found to be inconsistent with it.

ARTICLE II

MANAGEMENT RIGHTS

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all power, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

1. 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. To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;
3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.

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 judgement and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such

specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and the laws of the United States.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

ARTICLE III

EMPLOYEE RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, as amended, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support any Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States, that it will not discriminate against any employee with respect to hours, wages, or terms or conditions of employment by reason of his/her membership in the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this agreement. It is agreed by the Association that this does not give employees the right to perform duties of the Association during school hours.
- B. Both parties specifically recognize the right of the other appropriately to invoke the assistance of the Michigan Employment Relations commission, or a mediator from such public agency.
- C. No employee shall be prevented from wearing insignia, pins or

other identification or membership in the Association, which are in good taste, and are not considered to impair the normal educational climate of the school. Bulletin boards, in the employees lounge or general offices shall be made available to the Association. The Association and its members shall have the right to have the use of school buildings for meetings at reasonable hours providing these meetings are scheduled by the supervisor of the building. No association business shall be conducted by the Association or any employee during normal working hours including the preparation period except by permission from the administration. However the Association President and Chief Negotiator may conduct official business without individual situation permission, provided the activity does not interfere with his/her employment assignment.

- D. The Board agrees to furnish to the Association in response to reasonable requests from time to time information concerning the financial resources of the district, tentative budgetary requirement and allocations.
- E. Nothing contained herein shall be construed to deny or restrict to any employee rights he/she may have under the Michigan General School Laws or Michigan Teacher Tenure Act.
- F. All employees shall be entitled to full rights of citizenship and no religious or lawful political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such employee, providing that the employee does not use the school or classroom to promote or teach his/her

religious or political beliefs.

- G. 1. No teacher shall be disciplined without just cause. Discipline shall mean, any time action is taken in which a record is made and placed in the employee's file.
2. The non-renewal or termination of a probationary teacher shall not be subject to this provision. Further, discipline shall not include the discharge or demotion of a tenure teacher, as this falls under the jurisdiction of the state tenure law, and such is not subject to the grievance provision of this agreement.
3. If an employee is to be disciplined by an administrator, he/she may have a representative present from the association.
- H. A teacher with or without his/her representative(s) will be allowed to review his/her official personnel file under the supervision of the superintendent or his/her designee.
- I. Whenever an employee is requested by the Board to perform duties of the Association during regular school hours the employee shall be released from regular duties without loss of salary.

ARTICLE IV

ASSOCIATION DUES AND FEES AND PAYROLL DEDUCTIONS

- A. Within ten days of the beginning of each school year, employees may sign and deliver to the Board an assignment authorizing deduction of membership dues of the Association (including the National Education Association, Muskegon Area Education Association, the Michigan Education Association and voluntary contributions to MEA/PAC and/or NEA/PAC). Such dues shall be deducted from the regular salaries in one of the following ways; full amount from the first pay or, one-tenth the total amount from each of the first ten pays. Cash payment of dues shall be paid to the School District business office by October 1.

The Board agrees that it shall be a condition of continuing employment for employees employed at the beginning of a school year (substitute and non-contracted teacher excluded) to become and/or remain members of the Association or pay to the Association a representative fee in an amount equivalent to the regular dues of the O.E.A., Muskegon Area Education Association, Michigan Education Association, and National Education Association as long as the O.E.A. remains the recognized bargaining agent. Employees employed after the beginning of the school year and before the second semester shall comply to membership on a semester basis for the second semester.

- B. 1. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this agreement, whichever is later, join the Association, or pay a service fee to the Association equivalent to the amount of dues uniformly required of the members of the association, less any amounts not permitted by law. The bargaining unit member may authorize payroll deduction for such fee. In the event the bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction the employer shall, pursuant to MCLA 408.477, MSA 17.277(7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association under the procedure provided below.

Payroll deductions made pursuant to this provision shall be made in equal amounts as nearly as may be from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.

2. The procedure in all cases of nonpayment of the service fee shall be as follows:

- (a) The Association shall notify the bargaining unit member of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for

compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not affected.

(b) If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to paragraph B.1. above.

(c) The Board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing limited to the question of whether or not the teacher has remitted the service fee to the Association or authorized payroll deduction for same.

3. Pursuant to Chicago Teacher's Union V Hudson, 106 S CT 1066 (1986), The Association has established an "objections to potitical-ideological expenditures -- Administrative procedures." Those Administrative procedures (including the timetable for payment) apply only to non-Association bargaining unit members. The remedies set forth in those procedures shall be exclusive and, unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this article shall be subject to the grievance procedure set forth in this

agreement.

4. Due to certain requirements established in recent court decisions, the Association represents that the amount of the fee charged to nonmembers, along with other required information, may not be available and transmitted to nonmembers until mid-school year (December, January or February). Consequently, the parties agree that the procedures in this article relating to the payment or nonpayment of the representation fee by nonmembers shall be activated upon expiration of the objection period for nonmembers of the fee that given school year.
5. The Association will certify at least annually to the district, fifteen (15) days prior to the date of the first payroll deduction for professional fees. The amount of said professional fees and the amount of service fee to be deducted by the district, and that said service fee includes only those amounts permitted by the agreement and by law. It is expressly agreed that the district shall have no obligation to make involuntary deduction of service fees under this section until such time as the Association shall furnish the district with verification that the Association's objections to political-ideological expenditures-administrative procedures" have been approved by the court of record in *Lehner V Ferris Faculty Association* -- MEA/NEA, 643 F Supp 1306 (Wd Mich, 1986). Further, the Association promptly agrees to notify the district of any future litigation where an order has been

issued preventing the Association from implementing its "objections to political-ideological expenditures-- administrative procedures" or any successor procedures pertaining to the same subject matter. In such event, the district shall have the right to suspend the involuntary wage deduction procedure specified herein for non-Association bargaining unit members.

6. The Association shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Board for the purposes of complying with the Association security/agency shop provision of this article. The Association shall, when the Board is sued individually or jointly, make available competent legal counsel for such defense at the expense of the Association and the Michigan and National Education Associations. The Association shall have the right to negotiate a settlement with any bargaining unit member who challenges the Association security/agency shop article provisions under this article.

ARTICLE V

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is an alleged violation of the expressed provisions of this Agreement.
2. The "aggrieved person" is the employee or employees making the claim.
3. The term "employee" includes any individual or group who is a member of the bargaining unit covered by this contract.
4. A "party of interest" is the person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
5. The term "days" for this article shall exclude Saturdays, Sundays, holidays and days when the district does not normally conduct business.

B. Purpose

The primary purpose of this procedure is to provide a means for securing, at the lowest level possible, equitable solutions to grievances which may arise bearing on this Agreement. The characteristics of each case shall serve as guides to limit the use of information available in the interest of the parties involved and the school district and the basic welfare of the children.

C. Procedure

The number of days indicated at each level should be considered as maximum and every effort should be made to

expedite the process. The time limits may be extended by mutual consent. If the grievance is filed on or after June 1, the time limits may be reduced by mutual agreement in order to affect a solution prior to the end of the school year or as soon thereafter as is practicable.

1. An employee/s having a grievance shall, within ten (10) days from the date on which action or lack thereof gave cause for the grievance, contact the immediate supervisor, stating the grievance and the alleged violation of the agreement, for mutual consideration of the claim on an informal basis. Mutual efforts shall be for solution of the problem. The supervisor shall, within one day of terminal discussion prepare a written summary of the case and action taken. A copy shall be provided to the employees initiating the claim.
2. Providing the aggrieved employee/s considers the disposition under "1" above not acceptable, he/she may file within five days a formal written grievance with the building principal, assistant superintendent or superintendent. Such written grievance shall include pertinent information and follow a format mutually acceptable to the Association and the Board. A copy may be filed with the Association Representative.
3. Within five (5) days of receipt of the written grievance, a representative of the Board who will normally be the principal, will meet with the aggrieved and/or his/her

representative in an effort to resolve the grievance. If the grievance arises in more than one building, the written grievance shall be filed with the Superintendent. If no agreement is reached, the grievance shall be promptly transmitted to the Superintendent who shall have ten (10) days after receipt to resolve the grievance. If the grievance is not resolved at this level, it shall be transmitted to the secretary of the Board. Within thirty (30) days from receipt and after investigations or hearings which the Board may deem appropriate, the Board shall pass on and make a final determination of the grievance.

4. If the Board of Education, the aggrieved employee and the association shall be unable to resolve any grievance, and it shall involve an alleged violation of a specific article and section of this Agreement, it may within ten (10) days after the decision of the Board of Education be appealed to arbitration. Such appeal shall be in writing and shall be delivered to the American Arbitration Association and the Board of Education within said ten (10) day period, and if not so delivered, the grievance shall be abandoned. If the parties are unable to agree upon an arbitrator, he/she shall be appointed under the rules of the American Arbitration Association. The arbitrator so selected will confer with the parties and hold a hearing promptly and issue his decision not later

than thirty (30) days from the date of the close of the hearing. The arbitrator's decision shall be in writing and will set forth his findings of fact, reasoning, and conclusions on the issue submitted. Or, the party requesting arbitration may request expedited arbitration from the American Arbitration Association and proceed according to its rules. The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this agreement.

His authority shall be limited to deciding whether a specific article and section of this agreement has been violated and shall be subject to; in all cases, the rights, responsibilities and authority of the parties under the Michigan General School Laws or any other national, state, county, district or local laws. No decision in any one case shall require a retroactive adjustment in any other case. The decision of the arbitrator, if within the scope of his/her authority as above set forth, shall be final and binding.

The arbitrators fee and other expense of arbitration shall be shared equally by the parties.

E. Rights of Representation

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

F. Miscellaneous

1. A grievance may be withdrawn at any level. However, a written notice by the aggrieved employee stating he/she is withdrawing the grievance shall be given to the representative of the Board. Either party may, within five (5) days following the withdrawal, submit a written opinion of position clarification, if pertinent and considered desirable.
2. Decisions rendered at all levels on formal written grievance shall be recorded in writing and promptly transmitted to parties of interest.
3. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants except when the grievance has direct bearing upon the evaluation of the employee. In such cases, the employee will be given a copy of the document that is entered in the personnel file.

ARTICLE VI

TEACHING HOURS

- A. Employees are required to be on duty 15 minutes before classes begin and to remain on duty 15 minutes after classes dismiss.
- B. The Board agrees that any extension of present class hours will result in a corresponding decrease in the time teachers have to report before classes begin and remain after classes dismiss.
- C. Employees also recognize that occasionally some building faculty meetings or a meeting with parents may extend beyond the school day. The Board agrees that any of these special meetings on any given school day will not extend any later than one hour after classes are dismissed, except in case of early dismissal for district wide faculty meetings or parent-teacher conferences. Faculty meetings will begin not more than 1/2 hour after the last dismissal and will last not more than one hour after regular dismissal time. K-5 Parent-Teacher Conferences shall be scheduled for three days each semester, two of these days may be evening conferences. There shall be one 6-12 Parent-Teacher Conference per semester consisting of an afternoon and evening. The conferences will be scheduled for a duration of three hours per block. On elementary conference days classes will be dismissed at a time mutually agreed upon.
- D. Each high school and middle school teacher shall have no less than a thirty (30) minute, duty free, uninterrupted lunch

period.

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

ARTICLE VII

TEACHING LOADS AND ASSIGNMENTS

- A. Each teacher in the Middle School (6-8) and Senior High School (9-12) will be normally scheduled for the equivalent of five preparation periods per week. If a teacher is regularly assigned a class during his/her preparation period, he/she will be compensated at the correct percentage of his base salary. A teacher requested on a temporary basis to take a class during his/her regular preparation period will be compensated at \$15.00 per hour in 1993-94, \$16.00 in 1994-95 and \$17.00 in 1995-96. No payment will be made for assignment of a class or study hall in place of a regularly scheduled class.
2. Assignment of extra students on a temporary basis due to absence of teachers, who are under contract, will entitle the teachers involved to extra pay at the rate of \$15.00 per hour, pro-rated, in 1993-94, \$16.00 in 1994-95 and \$17.00 in 1995-96 divided among the teachers involved.
- B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned except for good cause outside the scope of their teaching certificate or their major or minor field of study.
- C. Teachers, who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignment in the secondary grades, will be notified and consulted by their principals as soon as practicable and

prior to July 1st whenever possible. If a vacancy occurs which cannot be filled by a new candidate, and no present teacher volunteers for the position and a change can be made in the assignment of a present teacher to fill all positions with qualified personnel, such change may be made by the administration.

- D. The Board agrees at all times to maintain a list of substitute teachers. Teachers shall be informed of a telephone number they may call at least one and one-half (1-1/2) hours before school except in any emergency to report unavailability; it shall be the responsibility of the administration to arrange for a substitute teacher when feasible.

ARTICLE VIII

TEACHING CONDITIONS

- A. The Board recognizes that the pupil teacher ratio is an important aspect of a good educational program and agrees to maintain a ratio of membership to certified personnel to a maximum of 27:1, providing said certified teachers are available, excluding administrators, guidance counselors, librarians, Chapter I teachers, physical education teachers and elementary music teachers. Individual class sizes, including mainstreamed and learning disabled students will be equalized as much as possible and effort shall be made to minimize the number of split level classes.
- B. The Board shall furnish without charge one gym uniform (shirt and pants) for each physical education teacher, one smock for each art, home economics, industrial arts and science laboratory teacher. The type, quality and cost shall be subject to Board approval. Each teacher receiving a uniform or smock shall be responsible for cleaning same. Each teacher who is eligible to receive a uniform or smock must requisition same during the first month of his/her current contract.
- C. When the Board deems it possible, it shall make available in each school lunchroom, restroom and lavatory facilities exclusively for employee use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge. Where feasible, a non-smoking lounge shall be made available in each building.

- D. Telephone facilities shall be made available to employees in performance of duties incident to their position. Toll calls shall require authorization of the building principal. Use of telephones for personal matters, except in emergency situations, shall be at times other than when assigned responsibility for students. Personal toll calls may not be charged to school district telephones.
- E. Each employee shall have emergency lesson plans available for use by a substitute teacher, subject to the reasonable policy of the building administrator.
- F. Each employee shall refrain from discussing matters of a personal nature during class time that are not germane to the subject under study with their students.
- G. Each employee shall fully, faithfully, and properly, perform his/her duties in the position/s to which he/she is assigned. The Association shall not condone any action by an employee who refuses to perform legitimate duties and responsibilities assigned in his/her contract and in this Agreement.
- H. Each elementary teacher shall have a thirty (30) minutes block of planning time each morning. Planning time shall end when the first bell rings. In addition, elementary teachers may use the blocks of time when music and physical education are scheduled during the student day for planning. Furthermore, when the teacher is not scheduled for recess duty, he/she may use this additional time for planning. Interruptions during a teacher's planning time shall be kept to minimum. An

elementary teacher shall not be required to attend more than four (4) staff meetings per month.

ARTICLE IX

INCLEMENT WEATHER DAYS

- A. The Board and the Association count days when students are present for instruction, including one-half day or more as "days of pupil instruction".

The school calendar is based upon 184 teacher days and 182 student days. (See Schedule C)

Any "day of pupil instruction" needed to be rescheduled by the Board to insure a minimum of 178 days of pupil instruction to qualify for state aid or to meet any mandated instructional minimum imposed by the State Board of Education will as far as possible be done in the following manner:

1. The first four (4) days of student instruction shall not be rescheduled.
 2. One half day on Friday a.m. of mid winter break if a half day is missed. Full day on Friday of mid-winter break if full day is missed.
 3. One half day on Good Friday a.m. if a half day is missed. Full day on Good Friday if full day is missed. (If applicable)
 4. During spring break.
 5. At the end of the school year or as mutually agreed upon by the Association and the Board.
- B. Any days of instruction rescheduled by the Board to insure a minimum of 178 days shall not be paid days of instruction.

ARTICLE X

SCHOOL IMPROVEMENT PROGRAMS

The Board and the Association encourage and support the concept of continued school improvement efforts designed to assist the school district to reach its mission. Any outcomes from school improvement efforts that call for changes in any of the provisions of this contract or affect wages, hours, terms or conditions or employment must be agreed to by both the Board and the Association. None of the foregoing shall be interpreted as a waiver of any rights by the Association or any bargaining unit member or the Board of Education or any of its agents.

Teacher representatives on building committees shall be selected mutually by the building principal and the association building representatives. Teacher representatives on district wide committees shall be mutually selected by the administration and the Association president.

Each building school improvement committee will be allocated an amount equal to one-half of the state's per pupil incentive grant for school improvement multiplied by the individual school's 4th Friday enrollment. It is understood that each building school improvement committee shall consist of teaching faculty, the Principal, and parents if possible.

ARTICLE XI

VACANCIES, PROMOTIONS AND TRANSFERS

- A. Two months prior to the end of each school semester, teachers may file with the Superintendent a completed teacher assignment preference form in such format as prescribed by the Board.
- B. A written list of teaching vacancies for the school system will be provided the OEA Building Representatives at such time the position(s) are open. Such positions shall be posted in building faculty lounges for at least six (6) working days during the regular school year. During the summer break the Association President shall be notified of all openings as soon as practicable. Teachers who wish such notice shall register with the Superintendent's Office prior to leaving school for the summer to receive such notice. Notice of administrative positions for which a teacher may wish to apply shall be posted in like manner.
- C. The filling of vacancies and action for personnel promotion or transfers, affecting employees will be with full regard and consideration for current preference forms on file, and other applications received.
- D. Qualified employees of this system may make specific application for vacancies, transfers or promotions to open positions in the same manner as other interested parties.
- E. The Board reserves the right to evaluate qualifications of all candidates for positions and select the one it considers best

qualified.

- F. Un-requested transfers will only be made as is necessary to meet the educational needs of the District or to improve the performance of a teacher.

ARTICLE XII

LAYOFF PROCEDURE - REDUCTION OF PERSONNEL

- A. For the purpose of this Article the following definitions shall apply:
1. "Personnel reduction" or "layoff" shall mean a reduction in the professional staff.
 2. The term "Seniority" as hereinafter used shall be the length of continuous service commencing with the last date of hire with the Oakridge School District. Credit given for outside teaching experience in other districts shall not be considered for the purpose of accumulating seniority.
 3. "Continuous service" means such service not interrupted by a break in service except by leave of absence or layoff. A laid off employee is not entitled to experience credit during the time of layoff towards advancement on salary schedule but shall receive seniority credit for the time spent on layoff.
- B. Necessary reduction of personnel:
1. The Board, realizing that education, curriculum and staff to a large degree depends upon many factors may find it necessary to reduce the educational program, curriculum or professional staff.
 2. It is hereby specifically recognized that it is within the sole discretion of the Board of Education to reduce the educational program, curriculum and professional staff

when necessary.

3. The following procedure will be used in the event of layoff:

- a. Individual employees affected will be notified in writing as soon as it is practicable. The Board shall also give such further notice as is required by law.
- b. Probationary employees will be laid off first and on the basis of seniority except when no other employee is qualified or certified for the position held by the probationary employees.
- c. In the event tenure teachers must be laid off, layoff will be on the basis of seniority in areas of certification.
- d. If two or more employees are tied by the above layoff procedure the Board shall make the final decision.

C. Procedure for recall:

1. Employees shall be recalled in order of seniority for vacancies for which they are certified and qualified.
2. "Certified" shall be defined as the requirement to hold all certificates and endorsements required by law and/or Michigan Department of Education administrative regulations to serve in the position assigned. Failure to hold any such certificates or endorsements shall be cause for termination. Further, it is the teacher's responsibility to file such certificates and endorsements with the school district. The certification status of a

teacher on file with the school district shall be considered conclusive for all purposes under this contract.

The teacher shall provide written notice to the school district of any change to his/her certificate or endorsements after the original filing of same with the school district. This shall include notice of any additional endorsements, certificates, renewals, approvals, as well as expirations, revocations and any limitations thereon. The teacher shall further notify the school district in writing, in the event that he/she petitions the State Board of Education for nullification or limitation of his/her certificate, one or more endorsements thereon or a grade level certification appearing on the certificate.

3. "Qualified" shall be based on one or more of the following criteria where applicable:
 - a. A major in the particular subject to be taught.
 - b. A minor in the particular subject to be taught.
 - c. At least fifteen (15) semester hours (or equivalent term hours) in the particular subject to be taught.
 - d. Prior successful teaching experience in the Oakridge Public Schools within the last three (3) years in the particular subject to be taught.
4. Any employee on layoff shall be notified by registered letter of the first recall from layoff occurring at his

grade level or subject area. If there is not acceptance in writing of such appointment within five (5) days from the time of receipt of the notice the right to such appointment shall be forfeited.

5. Recall rights, for each employee who does not have tenure rights under the Michigan Teacher Tenure Act, shall continue for a period of time equal to his/her seniority not to exceed three (3) years.
6. This layoff procedure may result in bumping. This bumping, or any transfers and/or reassignments resulting from this bumping will not be subject to the grievance procedure.
7. Notwithstanding sections C. 1. and C.3., above, teachers employed by the district as of June 30, 1990, and subject to recall shall be grandpersoned under the recall language of the 1987-90 agreement as modified. The language is as follows:

C. (G.) Procedure for recall:

1. Employees shall be recalled in order of seniority for vacancies for which they are certified and qualified.

"Qualified" shall be defined as:

Grades K-6: K-8 Certification

Grades 7-8: K-8, 7-12 Certification.

A major or minor in specific subject area. If the position to which the teacher is recalled is in Music, Art, Physical Education, Counseling, Industrial Arts,

Home Economics, Chapter I Reading, Article III Reading and Math, and Title IV A Reading and Math the teacher must have a major or minor in the specific teaching area at the time of recall.

Grades 9-12: 7-12 Certification and a major or minor in the specific subject area.

2. If the teacher possesses necessary certification, but does not meet the requirements of section 1 above, excluding Music, Art, Physical Education, Counseling, Industrial Arts, Home Economics, Chapter I Reading, Article III Reading and Math, and Title IV A Reading and Math the teacher will be recalled if the teacher agrees to obtain up to six (6) semester credit hours per year from the date of recall until the requirement of section 1 above are met. If the recall comes prior to June 1 the teachers must take at least two (2) semester hours before employment in the fall. Junior High School teachers who have not taught in K-6 within the last five (5) years, and are being recalled to a K-6 position must obtain up to six (6) semester hours in elementary education during the coming year or return to layoff status.
- G. It will be the responsibility of the administration to prepare a tentative teacher seniority list including certification and length of service by October 1 of each year. Such list will

be provided the Association President and posted in each school building. Corrections will be submitted in writing to the administration by November 1 of each school year. Corrections will be incorporated into the list and a final list will be provided the Association President and posted in each school building by November 15 of each school year.

ARTICLE XIII

PAID LEAVES OF ABSENCES

A. Definition of Terms.

1. "Immediate Family" - Shall include father, mother, husband, wife, child, sister, brother, parent-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, step-child and foster-child.
2. "Relative" - Shall include grandparents, uncle, aunt, first cousin, niece, nephew and grandchild.
3. "Per Diem Basis" - Shall be defined as the employee's annual salary including any extra classes, but excluding any extra duty compensation, divided by the number of employee working days provided in the calendar for that year.

- B. 1. Employees who are employed at the beginning of a given school year, shall be granted ten (10) days of sick leave when they begin employment. The unused sick leave days can be accumulated to an unlimited amount for the duration of this agreement, provided that employees will not be paid for a day of sick leave before they have earned it and that the total number of sick days earned for a given school year shall not exceed ten (10) days if the employee is employed for less than ten (months) or twelve (12) days if employed for twelve (12) months. In the event an employee terminates employment during the work year, the above days shall be pro-rated to the time employed that year. Reimbursed days shall be deducted from the

employee's accumulated sick days.

2. Employees who begin employment after the beginning of the school year shall be granted sick leave days proportionately with the amount of days remaining in that school year.
3. No sick leave for the current year will be paid to an employee before starting to fulfill the terms of his contract. Accumulated sick leave for previous years, will be paid to an employee who is sick at the beginning of the school year. Payment will be based on previous years contractual salary.
4. Each employee will be granted two days of personal business leave each year providing that these days cannot be used the first or last day of the school year, a Friday and the following Monday, the day before or the day after a holiday, holiday connected weekend, or vacation period. This leave shall be used only in situations for conducting personal business. A liability waiver must be signed acknowledging that during the period of this leave the employee will not be acting on behalf of the Board and therefore the employee releases the Board from any liability that may result therefrom.

These days are unrestricted but a 48-hour notice must be given to the building principal prior to the personal leave day except in the case of an emergency. A per diem deduction will be made from the employee's pay if such notification is not given. The number of employees who

can use their personal business day on the same date shall be determined by the building principal.

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

5. Absences not covered by the sick leave or personal leave policies will result in a deduction in pay computed on a per diem basis.
6. The Board of Education reserves the right to consider all sick leave problems extending beyond the limitations set forth herein on the merit of each individual case.
7. The principal and/or the superintendent shall certify to the legitimacy of a claim for compensation for absence, keeping a record of the dates and causes for said absence.
8. No employee shall absent himself/herself from regular duties for causes other than personal illness or disability, death in immediate family, or death of a relative, except with permission of an administrator.
9. Any absence for causes other than those set forth in the preceding sections and paragraphs shall be subject to conference between the absentee and the Superintendent who shall determine what compensation, if any, shall be made for such absence, his/her decision being subject to approval by the Board of Education.
10. Absence due to inclement weather conditions will not be counted as sick leave or personal business if schools are

closed for this purpose.

11. When school is in session, employees who are absent during extreme weather conditions, will have deductions made in their contractual salary on a per diem basis. The administration may request evidence to substantiate illness.
 12. A physician's verification of illness or disability may be required to receive credit for pay purposes when an illness or disability exceeds three (3) days duration.
- C. Leave of absence with pay chargeable against the employee's accumulated sick leave will be granted for the following:
1. Personal disability, illness or maternity disability of the employee.
 2. Illness or emergency in the immediate family of the employee providing permission is granted by the administration.
 3. Medical or dental appointment which cannot be taken care of outside school hours.
 4. A maximum of three (3) days for the death of a relative.
 5. An employee may be given a maximum of three (3) days to attend funeral services of a person whose relationship to the employee warrants such attendance. The employee is obligated to get approval of the administration prior to such leave.
 6. An employee who is absent because of an injury or illness compensable under the Michigan Worker's Compensation Law

shall have a choice of receiving only the compensation insurance payment or the compensation insurance payment and the difference between the compensation payment and his/her regular salary. If the employee chooses the payment of the difference by the Board, deductions will be made from the employee's accumulated sick leave days at a rate of one third ($1/3$) day for each full day of absence until the accumulated sick leave has been used.

7. Additional absences shall result in deduction of pay on a per diem basis.
 8. Each employee will be given a statement with his last check in June as to the amount of sick leave days accrued at that date and to be credited to him at the beginning of the following school year.
- D. Leave of absence with pay not chargeable against sick leave shall be granted for the following:
1. The Board agrees that in the event of the death of a school employee the school should extend the proper expression of sympathy which would include allowing some employees, who so desire, to attend the funeral services. Employees requesting such leave shall be required to give at least twenty four hour notice that they would like to attend said services. The administration has the right to determine the number of employees to be excused.
 2. Absence when an employee is called for jury duty and required by law to serve on a jury, but payment shall be

the employee's normal pay less the jury pay excluding reimbursements for reimbursed travel and expenses. The employee shall furnish record of jury pay.

3. Court appearance as a witness, on behalf of the school district, in a case connected with the employee's employment by the school, or in support of litigation initiated by the school.
 4. Approved visitation at other schools or attendance at educational conferences or conventions for which approval has been given in advance by the Board.
 5. Time necessary to take a mandatory physical examination as required by law.
 6. A maximum of five days for a death in the immediate family of the employee or a relative who lives in the home of the employee.
 7. Whenever an employee is requested by the Board to perform duties of the Association during regular school hours the employee shall be released from regular duties without loss of salary.
- E. Job Sharing may be made available on an ad hoc basis by mutual agreement of the employees involved and the Board of Education. For example, two employees may wish to teach 1/2 time rather than full time, combining their efforts in teaching the same group of students over a given period of time. The length of the job sharing arrangement, and other considerations would require the mutual agreement of the

employees, the OEA and the Board of Education.

ARTICLE XIV

UNPAID LEAVES OF ABSENCE

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

A teacher, who has been granted an educational leave of absence, must give written notice that he/she desires to return to work ninety (90) days prior to the end of the leave of absence. Upon receipt of this notice, the Board shall reinstate the teacher in the grades or subject area for which the teacher is qualified, administrative positions and extra curricular activities excluded providing that a vacancy exists. If a vacancy does not exist, the teacher shall be employed as soon as a position is open for which he/she is qualified.

- B. Military leave of absence without pay shall be granted according to the provisions of the current Michigan School

Laws and said employee shall be entitled to the salary increments for the years served in the Armed Forces of the U.S. Employees required to fulfill annual training duty with reserve units, which conflict with the school calendar, shall be given leave without pay.

- C. Employees who are elected officers of the State or National Association shall be given a leave of absence without pay for purposes of performing duties of the Association. Employees given such leave of absence shall not be given credit for annual salary increment. Such leave shall not exceed two years. Re-employment is subject to the provisions stated in this Article in Section A.
- D. With at least thirty (30) days written notification to the Board, stating the nature of the child care or emergency situation, any employee who has two continuous years of employment will be given a maximum unpaid leave of absence of one (1) year for child care or immediate family emergencies. Said employee must give written notice to the Board at least ninety (90) days before he/she desires to return to work, the Board shall reinstate the employee in grades, subject area or position for which the employee is qualified. If a vacancy does not exist, the employee shall be employed as soon as a position is open for which he/she is qualified. Said employee will not be entitled to credit for experience on the salary schedule for the year of the absence and will forfeit all rights to re-employment if he/she accepts other employment during the leave of absence.

- E. 1. An employee who has been employed five (5) years in the Oakridge Public Schools can request a years unpaid leave of absence if the certain criteria and procedures, outlined below have been met. Each request for the unpaid leave of absence will be considered on its individual merits. The applications shall be submitted in accordance with the provisions of this article. The particular circumstances surrounding each leave will be reviewed by the Board with the understanding that its decision will in no way establish a precedent. The decision of the Board as to whether such leave shall be granted is final.
2. The employee can request only one such leave every seven (7) years and not consecutively. The number of employees who can be on leave during any one year shall be determined by the Board.
3. Employees who are granted a leave of absence under the following provisions would do so with the understanding that they would be rehired upon notification of intent to return if a position for which they are certified and qualified were available. No employee shall be laid off in order to create a position for an employee returning from such leave.
- F. The following conditions shall apply to all of the above stated unpaid leave of absence:
1. Salary increments shall not accrue. Position on the salary schedule shall be retained. Position shall be determined as that held by the employee at the time the leave

was granted.

2. Sick leave shall not accrue, but unused sick leave days held at the start of the leave shall be reinstated upon return.
3. Other fringe benefits shall not be paid.
4. Time spent on an unpaid leave cannot be added to the employee's seniority.
5. Requests for unpaid leaves shall be in writing at least sixty (60) calendar days preceding the start of the leave.
6. The employee on leave must give written notice that he/she desires to return to work ninety (90) days prior to the end of the leave of absence and may return at the beginning of the school year or at the beginning of the second semester unless agreed otherwise by the employee and the Superintendent.

G. Deferred Leaves may be made available on an ad hoc basis by mutual agreement of the employee and the Board of Education. A deferred leave is an unpaid leave of absence during which the employee receives salary payments earned in prior years. For example, a person may teach four years, be on deferred leave the following year, and have the earned salary payments made over the five year period. The provisions of Article XIV, sections F 1 through F 4 shall apply. The length of the deferred leave program, deadline dates, and other considerations would require the mutual agreement of the employee, the OEA, and the Board of Education.

ARTICLE XV

TEACHER EVALUATION

- A. The Employee Association and the Board of Education agree that there shall be a continuing evaluation of employees.
- B. The intended purpose of the evaluation process is to promote a high quality educational program for children for the school district and to promote continuous teacher growth in instructional effectiveness.
- C. The evaluation process shall be accomplished through self-evaluation on the part of the employee and by evaluation by the administrators of the district.
- D. A uniform policy of evaluation will be used by the supervisor. A formal classroom observations shall not be made on days before or after a holiday or vacation period. At the teacher's request, he/she will be given at least forty-eight (48) hours advance notice of a formal observation. A minimum of one formal classroom visit for tenure teachers and other informal visits by an administrator shall precede completion of a written evaluation form. Probationary teachers shall be observed for the purpose of evaluation a minimum of three times during the school year. Each employee's evaluation shall include at the conclusion of the evaluation the statement: "Considering all factors the work performance of this employee is ____ satisfactory ____ unsatisfactory (check one)."

- E. A complete copy of the administrator's final evaluation shall be given to the employee at least twenty-four (24) hours in advance of the conference. If the employee disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation report in question. Following a formal evaluation or evaluations which result in a conference with an employee, the employee shall be given a copy of the evaluation report prepared by his/her evaluator and shall sign the report to indicate receipt of the evaluation report.
- F. The Board agrees that evaluation of employee shall be done in an ethical manner. Intentional use of public address systems for evaluation purposes shall be prohibited unless mutually agreed to by both parties.
- G. All charges involving unsatisfactory performance on the part of the employee shall be in writing and he/she shall have the right to request assistance of the Oakridge Education Association or the M.E.A.

ARTICLE XVI

PROTECTION OF TEACHERS

- A. The Board and the Association recognize that the maintenance of control and discipline in the classroom is a joint responsibility. The Board will give all reasonable support and assistance to employees in the maintenance of this control. The Association recognizes that in a large measure, the employee's effectiveness in the classroom is governed by his/her ability to control the students. Failure to maintain control in the classroom may result in a negative evaluation of the employee's performance as a teacher.
- B. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, or related specialists, not employed by the Oakridge School District, it is the employee's responsibility to report the need to his building principal. The Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil. The Board reserves the right to determine what is reasonable.
- C. Any case of assault upon an employee shall be promptly reported to the Board or its designated representative. The Board agrees that the administrators will promptly investigate the complaint, and take whatever action they deem necessary to protect the employee and reprimand the student.
- D. If a teacher is sued, by reason of disciplinary action taken against a student, the Board will offer to supply legal

counsel of its selection and render all reasonable assistance to the defense of the employee, providing the employee's action was in conformance with existing school policies. If the employee does not accept the counsel provided, there shall be no further responsibility under this section for the Board to provide counsel or assistance.

- E. Complaints by a parent, that are of a serious matter, shall be called immediately to the attention of the employee.
- F. The Board will supply workers compensation and employer's liability insurance for employees.
- G. Claims for loss, damage or destruction of an employee's personal property may be submitted to the Board, who will consider each case on its individual merit.
- H. No polygraph or lie detector device shall be used in any investigation of any employee.

ARTICLE XVII

NEGOTIATION PROCEDURE

- A. The parties will begin negotiations on a new successor agreement no later than the second week of May of the year the contract expires.
- B. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representative of the other party and each party may select its representative from within or outside the school district. It is recognized that no final Agreement may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association. But the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals and make concessions in the course of bargaining, subject only to such ultimate ratification.

ARTICLE XVIII

NO STRIKE CLAUSE

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

ARTICLE XIX

COMPENSATION

A. Salary

The salary schedule is based upon employees who are new to the system.

1. The salary schedules are attached as Schedule A.
2. Extra Duty Compensation is set forth in Schedule B.
3. The school calendar(s) covered by this contract are attached as Schedule C.
4. Per diem shall be defined as the employee's annual salary, including any extra classes, but excluding any extra duty compensation, divided by the number of employee working days provided in the calendar for that year.

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

C. Each employee will be given a statement with his/her last check in June as to what steps of the salary schedule he/she shall start at the beginning of the following year.

D. Credit for vocational experience;

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

E. Longevity

Employees who have reached the 12th step of the salary schedule and have at least thirteen (13) years of experience prior to this date, with at least five of these years of experience in the Oakridge District will be paid an additional amount as follows:

B.A.

<u>Year</u>	<u>Index</u>	Base 25,613 Longevity <u>1993-94</u>	Base * Longevity <u>1994-95</u>	Base * Longevity <u>1995-96</u>
13	4.75	1217	*Refer to G. pg. 57	
14	4.95	1268		
15	6.25	1601		
16	6.45	1652		
17	6.65	1703		
18	6.85	1754		
19	7.05	1806		
20	7.25	1857		
21	7.45	1908		
22	7.75	1985		
23	7.95	2036		
24	8.15	2087		
25	8.5	2177		
26	8.7	2228		
27	8.9	2280		
28	9.1	2331		
29	9.3	2382		
30	9.5	2433		

*Longevity plus B.A. Step 12 equals annual pay rate.

M.A.

<u>Year</u>	<u>Index</u>	Base 27,024 Longevity <u>1993-94</u>	Base * Longevity <u>1994-95</u>	Base * Longevity <u>1995-96</u>
13	5	1351	*Refer to G. pg. 57	
14	5.2	1405		
15	6.5	1757		
16	6.7	1811		
17	6.9	1865		
18	7.1	1919		
19	7.3	1973		
20	7.5	2027		
21	7.7	2081		
22	7.9	2135		
23	7.1	2189		
24	8.3	2243		
25	8.75	2365		
26	8.95	2419		
27	9.15	2473		
28	9.35	2527		
29	9.55	2581		
30	9.75	2635		

*Longevity plus M.A. Step equals annual pay rate

M.A. + 30

<u>Year</u>	<u>Index</u>	Base	Base	Base
		27,334	*	*
		Longevity	Longevity	Longevity
		<u>1993-94</u>	<u>1994-95</u>	<u>1995-96</u>
13	5.	1367	*Refer to G. Page 57	
14	5.2	1421		
15	6.5	1777		
16	6.7	1831		
17	6.9	1886		
18	7.1	1941		
19	7.3	1995		
20	7.5	2050		
21	7.7	2105		
22	7.9	2159		
23	8.1	2214		
24	8.3	2269		
25	8.75	2392		
26	8.95	2446		
27	9.15	2501		
28	9.35	2556		
29	9.55	2610		
30	9.75	2665		

*Longevity plus M.A. + Step 12 equals annual pay rate.

F. Salary Placement and Benefits of Part-time Teachers

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

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

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

The employee will receive one year experience credit if the number of days worked during the school year is more than one hundred thirty-eight (138). "Days worked" shall include student and non-student attendance days. This section shall not affect employees on a paid leave of absence or on a leave of absence for which experience is granted for salary schedule placement.

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

of benefits, or full benefits). Example: An employee who works one-half (1/2) day or one semester will only be entitled to one-half (1/2) of benefits of a person working a full day and a full year.

- G. The salary schedule for 1994-95, and 1995-96 will be determined by using 1993-94 indices, with those indices being adjusted by the county average. "County average" will be determined as of July 1, 1994, and July 1, 1995 respectively.

The calculations of county average for these years will exclude the high and the low base changes, and MAISD. Longevity Base will be Step 0, the Bachelor, Masters and Masters +30 Schedule of each, as recalculated in July of 1994 and 1995.

- H. Schedule B

Any and all positions regarding extra-curricular activities, including but not limited to coaching positions and other non-tenure assignments, shall be declared vacant annually. Within 45 days after the end of the coaching season, or the conclusion of the extra-curricular assignment, the coach or person holding said assignment shall be notified as to his/her reappointment for the ensuing season assignment. The Board shall make the determination whether or not to appoint any individual to a coaching or other extra-curricular assignment. These are yearly appointments. If there are no bargaining unit members qualified for the job, or if bargaining unit members who apply are not qualified for the job, the position will be filled at the sole discretion of the Board.

- I. 1. Any teacher who is at the top of any degree column of the salary schedule not including longevity, upon retirement from the Oakridge School District shall be entitled to the following rate of reimbursement for accumulated sick days.

First 100 days (1 - 100)	\$ 8.00 per day
Next 50 days (101 - 150)	\$10.50 per day
Next 50 days (151 - 200)	\$12.00 per day
Next 50 days (201 - 250)	\$16.00 per day
Next 50 or more days (251 plus)	\$19.00 per day

2. In the event of the teacher's death while still in the employ of the district, accrued monies shall be paid to the teacher's spouse or designated beneficiary.
- J. Teachers required in the course of their work to drive private automobiles shall receive a car mileage allowance equal to the current allowance, as established by the Internal Revenue Service.

SALARY SCHEDULE B

<u>High School Athletics</u>	<u>1993-94</u>	<u>1994-95</u>	<u>1995-96</u>
Head Varsity Football Coach or Head Varsity Basketball Coach	3721	3866	4017
Head J.V. Coach and Varsity Assistant	2479	2576	2676
Head Varsity Coach - Baseball or Track	2648	2752	2859
J.V. Baseball	1241	1289	1339
Softball	2648	2751	2859
J.V. Softball	1241	1289	1339
Golf	2068	2148	2232
Volleyball Coach	2648	2751	2859
Cross Country	2648	2751	2859
Assistant J.V.	2068	2148	2232
9th Grade Baseball			
Cheerleader Advisor Sr. High	2068	2148	2232
Assistant Coaches	1241	1289	1339
Track, Baseball, Volleyball, Cross Country			
<u>M.S. High Athletics</u>			
M.S. Basketball	1241	1289	1339
M.S. Football	1241	1289	1339
M.S. Track	1241	1289	1339
M.S. Assistant Track	1034	1074	1116
Assistant Football			
M.S. Cheerleader Advisor	1034	1074	1116

		<u>1993-94</u>	<u>1994-95</u>	<u>1995-96</u>
<u>Advisors</u>				
School Plays	Per play	824	856	889
Newspaper	Per year	721	749	778
Annual	Per year	1135	1179	1225
Band	Per year	2648	2752	2859
Chorus - M.S. & H.S.	Per year	1035	1074	1116
Chorus - Elementary	Per year	824	856	889
Student Council	Per year	415	431	447
Debate & Forensics	Each	619	643	668
(One advisor)				
Clubs (Board approved)	Each	311	323	335

<u>Class Advisors</u>				
Senior	(One advisor)	414	431	447
Junior	(Two advisors)	619	643	668
Sophomore	(One advisor)	311	323	335
Freshman	(One advisor)	311	323	335

CHAPERONES

Chaperones for other school sponsored activities when an admission fee is charged			
Per evening	24	25	26

ARTICLE XX

FRINGE BENEFITS

- A. The Board shall provide without cost to the employee who works full time the following MESSA-PAK for a full twelve (12) month period for the employee and his/her entire family and any other eligible dependents as defined by MESSA. The employer shall sign an Employer participation agreement.

Full time employees not electing MESSA-PAK Plan A will select MESSA-PAK Plan B. Any contribution amounts exceeding the Employer's subsidy may be payroll deducted. An open enrollment period shall be provided whenever contribution subsidy amounts change for the groups.

Effective October 1, 1991, the MESSA Pak shall be as follows:

Plan A - For employees needing health insurance:

Super Care 1 (Board pays the deductible to the teacher)

Delta Dental Plan (with COB) E/007 (80/80/80/1300); Sealant Rider

Negotiated Life 30,000 AD & D and WOP

Vision (with COB) VSP-3 Plus

Plan B - For employees not electing health insurance:

Delta Dental Plan (with COB) E/007/ (80/80/80/1300): Sealant Rider

Negotiated Life 30,000 AD & D and WOP

Vision (with COB) VSP-3 Plus

In addition, those selecting Plan B may apply \$120.00 toward any MESSA or MEA-FS tax free option(s), including MEA-FS tax-sheltered annuities.

- B. Single subscriber employees are entitled to 50% of the difference in premiums between full family and single subscriber rates should MESSA reinstate a single subscriber option as the program existed at the time of the ratification of the 1990-93 master agreement.
- C. Teachers who work less than a full day shall be entitled to the above insurance benefit on a pro-rated basis to be determined by the proportion of time they work compared to a teacher who works full time for a full year.
- D. Teachers hired after September 1st shall be entitled to the above insurance benefit on a pro-rata basis to be determined by the proportion of time they work compared to a teacher who works full time for a full year.
- E. In the event an employee is terminated or resigns during the school year the insurance shall be continued until the employee has received the pro-rata portion of the 12 month insurance year earned at the time of the termination or resignation.
- F. In the event an employee dies during the school year, and providing the policy permits continued coverage, the Board shall continue payments of the applicable premiums for the employee's dependents through the following August 31st. If the employee dies after the completion of the school year, and providing the policy permits continued coverage the Board shall continue payments of the applicable premiums for the employee's dependents through August 31st of that year.

- G. The Board shall make payment of insurance premiums for all persons to assure insurance coverage for the full twelve (12) month period commencing September 1 and ending August 31st (except as otherwise provided in B above) even though the employee may not be returning the next school year.
- H. The open enrollment period shall be jointly established by the Board, the Association and MESSA. The Board shall be responsible for providing insurance information including applications and claim materials.
- I. In the event an employee has started the school year and exhausts his/her paid sick leave, the above fringe benefits shall continue uninterrupted until the following August 31st. In the event an employee is unable to start the school year due to a paid or unpaid sick leave, the above fringe benefits shall continue uninterrupted until the following January 1st. The Board shall have no obligation to pay any premiums during a leave of absence other than a sick leave.
- J. Newly hired employees must report for work before the Board is obligated to pay any premiums on their behalf.
- K. Voluntary Early Retirement (VER) Proposal
 - 1. A signed VER program Application-Employment Resignation must be submitted to the Board of Education office on or before October 15, for the end of first semester retirement or by March 1, for the end of the second semester retirement.

2. To qualify for the VER program a teacher must have completed at least 13 years of teaching in the Oakridge district or be eligible for retirement as of that date, as defined on p. 4 of MPSERS Bulletin R235C, revised 9/92.

3. The Oakridge Board of Education agrees to purchase the following years of universal retirement buy-in credit, or other retirement buy-in credit (as defined on p. 3 of MPSERS Bulletin R235C) for each participant whichever is of lesser cost. Years purchased shall bring a participant to a maximum of 30 years retirement credit.

A maximum of three years as of June 1994

A maximum of four years as of June 1995

A maximum of five years as of June 1996

4. Each participant is responsible for any tax consequences of participation in the plan. Further, each participant is advised to contact his or her tax advisor for information relative to tax consequences of participation in the plan.

ARTICLE XXI

MISCELLANEOUS PROVISIONS

- A. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.
- B. All teachers in the system will be given non-transferable season passes for self and one guest for all home team athletic events, plays and performances, excluding student sponsored or student fund raising activities, and other activities not covered where teacher attendance would cost the school or a school connected organization loss of revenue or added expense.
- C. Each school year the Board shall provide for each teacher, as soon as possible, a directory of Oakridge teachers and staff complete with address, telephone number, position and building assignment. By request of a teacher, the Board has the right to withhold publishing the address and telephone number of said teacher. The administration/Board shall not provide such a list to any individual or group not affiliated with the Oakridge School District.
- D. No provision of this contract shall serve to prevent, hamper, limit, etc., the planning, organization, administration, operation or evaluation of special education projects, pilot programs, experimental programs or research projects, as approved by the Board of Education to be in the best educational welfare of the district and which may involve personnel of this school district and others not employee

of the district.

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

ARTICLE XXII

DURATION OF AGREEMENT

This Agreement shall be from July 1, 1993 and shall continue in effect until June 30, 1996. While negotiations on a new agreement are in process, this Agreement will remain in full force and effect until superseded by the new Agreement, unless terminated by written notice given to the other party ten days prior to the date of proposed termination, which may be any date on or after June 30, 1993.

Oakridge Public Schools

Signed this 11th day of August, 1993

Board of Education

Signed:

Jacqueline J. Ford
Its President

Signed:

Winston A. Barker
Its Secretary

Oakridge Education Association

Signed:

Joseph R. Egan
Its President

Signed:

Nancy L. Kitchka
Its Secretary

Superintendent

Signed:

J. H. Fortson
Superintendent

SCHEDULE A (refer to item G page 57)

1993-94

STEP	INDEX	BACHELOR DEGREE	INDEX	MASTERS DEGREE	INDEX	MASTERS PLUS 30 SEM. HOURS
0	1.000	25613	1.000	27024	1.000	27334
1	1.0425	26702	1.0425	28173	1.0425	28496
2	1.085	27790	1.085	29322	1.085	29657
3	1.135	29071	1.135	30672	1.135	31025
4	1.185	30352	1.185	32024	1.185	32391
5	1.235	31632	1.235	33375	1.235	33757
6	1.285	32913	1.285	34726	1.285	35124
7	1.335	34193	1.335	36077	1.335	36491
8	1.385	35475	1.385	37429	1.385	37858
9	1.435	36756	1.435	38780	1.435	39224
10	1.495	38292	1.495	40401	1.495	40865
11	1.555	39829	1.555	42023	1.555	42504
12	1.62	41494	1.62	43779	1.62	44281

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

1993-1994

1993-94 SCHOOL CALENDAR

SCHEDULE C

August 1993

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September 1993

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October 1993

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November 1993

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December 1993

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

January 1994

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August 2/0

30 TEACHER WORK DAY (AUGUST 30, 31)

September 20/20

1 1/2 DAY - EARLY DISMISSAL
MS 11:05, HS 11:10, ELEM. 11:40

3 NON WORKING DAY (SEPTEMBER 3, 5)

October 21/21

15 SECONDARY MARKING PERIOD ENDS

20 HIGH SCHOOL CONFERENCES

21 MIDDLE SCHOOL CONFERENCES

November 20/20

5 ELEM. DISMISSAL - 12:30 P.M. (TEACHERS WORK P.M.)

10 ELEMENTARY CONFERENCES (NOVEMBER 10, 11, 12)

24 SECONDARY MARKING PERIOD ENDS

25 NON WORKING DAY (NOVEMBER 25, 26)

December 15/15

22 NON WORKING DAYS - (DEC. 22, 23, 24, 27, 28, 29, 30, 31)

January 21/21

19 EXAMS - (JANUARY 19, 20, 21)

21 EARLY DISMISSAL
MS 11:05, HS 11:10, ELEM. 11:40

February 18/18

18 NON WORKING DAY - MID-WINTER BREAK (FEB. 18, 21)

March 23/23

4 SECONDARY MARKING PERIOD ENDS

9 HIGH SCHOOL CONFERENCES

10 MIDDLE SCHOOL CONFERENCES

18 ELEM. DISMISSAL - 12:30 P.M. (TEACHERS WORK P.M.)

23 ELEMENTARY CONFERENCES - (MARCH 23, 24, 25)

April 15/15

1 NON WORKING DAYS - SPRING BREAK (APR. 1, 4, 5, 6, 7, 8)

22 SECONDARY MARKING PERIOD ENDS

May 21/21

30 NON WORKING DAY

June 8/8

8 EXAMS - (JUNE 8, 9, 10)

10 LAST DAY OF SCHOOL - EARLY RELEASE
MS 11:05, HS 11:10, ELEM. 11:40

184 - Teacher Days

182 - Student Days

February 1994

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March 1994

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April 1994

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 1994

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June 1994

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July 1994

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

1993-94 School Calendar

SCHEDULE C

SEPTEMBER

20/20

AUGUST

2/0

2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			
TD	TD			

		1	2	3
		½ (5)		X
6	7	8	9	10
X				
11	12	13	14	15
20	21	22	23	24
27	28	29	30	

OCTOBER

21/21

				1
4	5	6	7	8
11	12	13	14	15
18	19	20 ES	21 HS	22
		Conferences		
25	26	27	28	29

NOVEMBER

20/20

1	2	3	4	5 Ele Dis(7)
8	9	10	11	12
		Elementary Conferences		
15	16	17	18	19
22	23	24	25	26
		MP	X	X
29	30			

DECEMBER

15/15

		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
		X	X	X
27	28	29	30	31
X	X	X	X	X

JANUARY

21/21

3	4	5	6	7
10	11	12	13	14
17	18	19	20	21 Ex Dis(5)
		E X	A M	
24	25	26	27	28
31				

FEBRUARY

18/18

	1	2	3	4
7	8	9	10	11
14	15	16	17	18 M.W. X
21 M.W. X	22	23	24	25
28				

MARCH

23/23

	1	2	3	4
				MP
7	8	9 ES	10 MS	11
		Conferences		
14	15	16	17	18 Ele Dis(7)
21	22	23	24	25
		Elementary Conferences		
28	29	30	31	

APRIL

15/15

				1
				X
4	5	6	7	8
X	X	X	X	X
11	12	13	14	15
18	19	20	21	22
				MP
25	26	27	28	29

MAY

21/21

	3	4	5	6
9	10	11	12	13
16	17	18	19	20
	24	25	26	27
30	31			
X				

JUNE

8/8

		1	2	3
6	7	8	9	10 L.D. S(5)
		E X	A M	
13	14	15	16	17
20	21	22	23	24

184 - T. Days

182 - S. Days

TD = Teacher Work Day

X = Non Working Day

MP = Secondary Marking

Period Ends

(5) - Early Dismissal:

MS 11:05, HS 11:10,
Elem. 11:40

(7) - Elem. Teacher Work in p.m.
Dismissal 12:30 p.m.

1994-1995

1994-95 SCHOOL CALENDAR

SCHEDULE C

August

3/1

29 TEACHER WORK DAY (AUGUST 29, 30)
31 1/2 DAY - EARLY DISMISSAL
MS 11:05, HS 11:10, ELEM. 11:40

September

20/20

2 NON WORKING DAYS - (SEPTEMBER 2, 5)

October

21/21

14 SECONDARY MARKING PERIOD ENDS
19 HIGH SCHOOL CONFERENCES
20 MIDDLE SCHOOL CONFERENCES

November

20/20

4 ELEM. DISMISSAL 12:30 P.M. (TEACHERS WORK P.M.)
9 ELEMENTARY CONFERENCES (NOVEMBER 9, 10, 11)
23 SECONDARY MARKING PERIOD ENDS
24 NON WORKING DAYS (NOVEMBER 24, 25)

December

15/15

22 NON WORKING DAYS (DEC. 22, 23, 26, 27, 28, 29, JAN. 2)

January

21/21

18 EXAMS (JANUARY 18, 19, 20)
20 EARLY DISMISSAL -
MS 11:05, HS 11:10, ELEM. 11:40

February

18/18

17 NON WORKING DAYS - MID WINTER BREAK - (FEB. 17, 20)

March

23/23

3 SECONDARY MARKING PERIOD ENDS
8 HIGH SCHOOL CONFERENCES
9 MIDDLE SCHOOL CONFERENCES
17 ELEM. DISMISSAL 12:30 P.M. (TEACHERS WORK P.M.)
22 ELEMENTARY CONFERENCES (MARCH 22, 23, 24)

April

14/14

3 NON WORKING DAYS - SPRING BREAK - (APR. 3, 4, 5, 6, 7)
14 NON WORKING DAY
21 SECONDARY MARKING PERIOD ENDS

May

22/22

29 NON WORKING DAY

June

7/7

7 EXAMS - (JUNE 7, 8, 9)
9 LAST DAY OF SCHOOL - EARLY RELEASE
MS 11:05, HS 11:10, ELEM. 11:40

184 - Teacher Days

182 - Student Days

August 1994

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September 1994

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October 1994

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November 1994

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December 1994

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

January 1995

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February 1995

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

March 1995

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

April 1995

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May 1995

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June 1995

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

July 1995

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

1994-95 School Calendar

SCHEDULE C

AUGUST 3/1

SEPTEMBER 20/20

OCTOBER 21/21

1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29 TD	30 TD	31 ½ (5)		

			1	2 X
5 X	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

3	4	5	6	7
10	11	12	13	14 K
17	18	19 HS Conferences	20 MS	21
24	25	26	27	28
31				

NOVEMBER 20/20

DECEMBER 15/15

JANUARY 21/21

	1	2	3	4 El. Dis (7)
7	8	9	10 Elementary Conferences	11
14	15	16	17	18
21	22	23	24	25
28	29	30 MP	X	X

			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

2 X	3	4	5	6
9	10	11	12	13
16	17	18 E X A M S (5)	19	20 Ex Di S (5)
23	24	25	26	27
30	31			

FEBRUARY 18/18

MARCH 23/23

APRIL 14/14

		1	2	3
6	7	8	9	10
13	14	15	16	17 X M.W.
20 X M.W.	21	22	23	24
27	28			

		1	2	3 MP
6	7	8 HS Conferences	9 MS	10
13	14	15	16	17 Elem Dis (7)
20	21	22 Elementary Conferences	23	24
27	28	29	30	31

3 X	4 X	5 X	6 X	7 X
10	11	12	13	14 X
17	18	19	20	21 MP
24	25	26	27	28

MAY 22/22

JUNE 7/7

1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29 X	30	31		

			1	2
5	6	7 E X A M S (5)	8	9 L.D.
12	13	14	15	16
19	20	21	22	23

184 - T. Days

182 - S. Days

TD = Teacher Work Day

X = Non Working Day

MP = Secondary Marking

Period Ends

(5) - Early Dismissal:

MS 11:05, HS 11:10

Elem. 11:40

(7) - Elem. Teacher Work in p.m.

Dismissal 12:30 p.m.

1995-1996

1995-96 SCHOOL CALENDAR

SCHEDULE C

August 1995

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September 1995

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October 1995

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November 1995

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December 1995

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

January 1996

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August

4/2

28 TEACHER WORK DAYS - (AUGUST 28,29)
30 1/2 DAY - EARLY DISMISSAL
MS 11:05, HS 11:10, ELEM 11:40

September

19/19

1 NON WORKING DAYS (SEPTEMBER 1, 4)

October

22/22

13 SECONDARY MARKING PERIOD ENDS
18 HIGH SCHOOL CONFERENCES
19 MIDDLE SCHOOL CONFERENCES

November

20/20

3 ELEM. DISMISSAL 12:30 P.M. (TEACHERS WORK P.M.)
8 ELEMENTARY CONFERENCES - (NOVEMBER 8, 9, 10)
22 SECONDARY MARKING PERIOD ENDS
23 NON WORKING DAYS (NOVEMBER 23, 24)

December

14/14

21 NON WORKING DAYS (DEC. 21, 22, 25, 26, 27, 28, 29, AND
JANUARY 1, 2)

January

21/21

17 EXAMS (JANUARY 17, 18, 19)
19 EARLY DISMISSAL -
MS 11:05, HS 11:10, ELEM 11:40

February

19/19

16 NON WORKING DAYS - MID WINTER BREAK - (FEB. 16,
19)

March

21/21

1 SECONDARY MARKING PERIOD ENDS
6 HIGH SCHOOL CONFERENCES
7 MIDDLE SCHOOL CONFERENCES
15 ELEM. DISMISSAL 12:30 P.M. (TEACHERS WORK P.M.)
20 ELEMENTARY CONFERENCES (MARCH 20, 21, 22)

April

17/17

1 NON WORKING DAYS - SPRING BREAK (APR. 1, 2, 3, 4, 5)
19 SECONDARY MARKING PERIOD ENDS

May

22/22

27 NON WORKING DAY

June

5/5

5 EXAMS (JUNE 5, 6, 7)
7 LAST DAY OF SCHOOL - EARLY RELEASE
MS 11:05, HS 11:10, ELEM 11:40

184 - Teacher Days

182 - Student Days

February 1996

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

March 1996

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 1996

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 1996

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June 1996

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July 1996

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

1995-96 School Calendar

SCHEDULE C

AUGUST 4/2

	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28 TD	29 TD	30 ½ (5)	31	

SEPTEMBER 19/19

				1 X
4 X	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

OCTOBER 22/22

2	3	4	5	6
9	10	11	12	13
16	17	18 HS Conferences	19 MS	20
23	24	25	26	27
30	31			

NOVEMBER 20/20

		1	2	3 Elem Dis(7)
6	7	8	9 Elementary Conferences	10
13	14	15	16	17
20	21	22 MP	23 X	24 X
27	28	29	30	

DECEMBER 14/14

				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21 X	22 X
25 X	26 X	27 X	28 X	29 X

JANUARY 21/21

1 X	2 X	3	4	5
8	9	10	11	12
15	16	17 E X	18 A M	19 S
22	23	24	25	26
29	30	31		

FEBRUARY 19/19

			1	2
5	6	7	8	9
12	13	14	15	16 X MP
19 X MP	20	21	22	23
26	27	28	29	

MARCH 21/21

				1 MP
4	5	6 HS Conferences	7 MS	8
11	12	13	14	15 Elem Dis(7)
18	19	20 Elementary Conferences	21	22
25	26	27	28	29

APRIL 17/17

1 X	2 X	3 X	4 X	5 X
8	9	10	11	12
15	16	17	18	19 MP
22	23	24	25	26
29	30			

MAY 22/22

		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

JUNE 5/5

3	4	5 E X	6 A M	7 L.D. S (5)
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

184 - T. Days

182 - S. Days

TD = Teacher Work Day

X = Non Working Day

MP = Secondary Marking
Period Ends

(5) - Early Dismissal:

MS 11:05, HS 11:10,
Elem. 11:40

(7) - Elem. Teacher Work in
Dismissal 12:30 p.m.

LETTER OF UNDERSTANDING

The attached "Inclusion Classroom Language for Carr School" represents the agreement between the parties for operation and evaluation of the inclusion rooms unless otherwise agreed upon.

Joseph R. Buni

President
Oakridge Education Association

3/22/93

Date

Steve Fortin

Superintendent
Oakridge Public Schools

3/22/93

Date

File: inclusion

INCLUSION CLASSROOM LANGUAGE FOR CARR SCHOOL

1. THE ASSOCIATION SHALL WAIVE THAT PART OF THE PROVISION IN ARTICLE VIII, TEACHING CONDITIONS, SECTION A WHICH REQUIRES THAT..."INDIVIDUAL CLASS SIZES, INCLUDING MAINSTREAMED AND LEARNING DISABLED STUDENTS WILL BE EQUALIZED AS MUCH AS POSSIBLE..."...FOR ONLY THOSE CLASSES WHERE THE INCLUSION PROGRAM IS IMPLEMENTED. (Letter of Understanding Aug/Sept.91)
2. THE PURPOSE OF SAID TEAMING PROJECT IS TO PROVIDE A MORE ACCEPTING ATMOSPHERE FOR STUDENTS WITH ALTERNATIVE LEARNING STYLES AND LEARNING RATES.
3. THIS TEAMING PROJECT WILL INCLUDE THE TEAMING OF A REGULAR EDUCATION TEACHER AND A SPECIAL EDUCATION TEACHER ALL DAY.
4. A CLASSROOM AIDE WILL BE EMPLOYED HALF TIME TO ASSIST IN THE INSTRUCTION OF THE STUDENTS IN THE TEAMED CLASSROOM. WHEN THE CLASSROOM AIDE IS ABSENT A SUBSTITUTE AIDE WILL BE EMPLOYED, IF POSSIBLE.
5. IF EITHER TEAM TEACHER IS ABSENT, EVERY EFFORT WILL BE MADE TO SECURE THE SERVICES OF A SUBSTITUTE TEACHER. NEITHER TEAMING MEMBER WILL BE REQUIRED TO SUBSTITUTE IN ANOTHER CLASS.
6. TEAM TEACHERS WILL BE AFFORDED 1/2 DAY PER MONTH SEPTEMBER THROUGH MAY FOR PLANNING TIME WITHOUT STUDENTS.
7. TEAM TEACHERS WHO VOLUNTARILY PARTICIPATE IN THIS TEAMING PROJECT ARE IN NO WAY OBLIGATED TO CONTINUE WITH THE TEAMING FORMAT. IN THE EVENT ANY TEACHER IN THE PROGRAM ELECTS NOT TO PARTICIPATE IN ANY POSSIBLE FUTURE PROGRAMS OF THIS TYPE THERE SHALL BE NO REPRISAL OF ANY KIND; NOR SHALL THE TEACHER SUFFER ANY ADVERSE CRITICISM IN HIS/HER EVALUATION BECAUSE OF HIS/HER PARTICIPATION OR LACK OF PARTICIPATION.
8. CLASSROOMS WHICH WILL HOUSE TEAMS OF TEACHERS WILL HAVE ADDITIONAL ACCESSIBLE ADJACENT CLASSROOM SPACE.
9. EVERY EFFORT WILL BE MADE TO INSURE THAT NO MORE THAN 45% OF THE STUDENTS INSTRUCTED IN THE TEAMED CLASSROOM WILL BE SPECIAL EDUCATION STUDENTS.
10. THE NUMBER OF REGULAR EDUCATION STUDENTS IN THE TEAMED CLASSROOM MAY BE LARGER THAN IN NON-TEAMED CLASSROOMS TO INSURE THAT NEWLY IDENTIFIED STUDENTS OR TRANSFER STUDENTS WHO NEED SPECIAL EDUCATION PROGRAMMING CAN BE ASSIGNED TO THE TEAMED CLASSROOM WHILE STILL MAINTAINING A RATIO OF LESS THAN 45% SPECIAL EDUCATION STUDENTS.

11. ONLY THOSE SPECIAL EDUCATION STUDENTS WHO ARE DETERMINED THROUGH THE IEP PROCESS TO BE IN NEED OF SPECIAL EDUCATION PROGRAMMING, WITH A SPECIAL EDUCATION CERTIFIED STAFF MEMBER, WILL BE ASSIGNED TO THE TEAMED CLASSROOM. THOSE STUDENTS WHO ARE IDENTIFIED THROUGH THE IEP PROCESS TO BE IN NEED OF SPECIAL EDUCATION SERVICES SUCH AS: SPEECH THERAPY, THE SERVICES OF A CONSULTANT FOR THE HEARING OR VISUALLY IMPAIRED; OCCUPATIONAL THERAPY OR SOCIAL WORK SERVICES WILL NOT NECESSARILY BE ASSIGNED TO A TEAMED CLASSROOM WITH THE ASSIGNMENT OF THESE STUDENTS TO BE DONE AS EQUALLY AS POSSIBLE AT EACH GRADE LEVEL AS PER ARTICLE VIII SECTION A OF THE AGREEMENT BETWEEN THE OAKRIDGE BOARD OF EDUCATION AND THE OAKRIDGE EDUCATION ASSOCIATION.
12. WHEN AN IDENTIFIED STUDENT REQUIRING SPECIAL EDUCATION SERVICES IS TO BE TRANSFERRED FROM AN INCLUSION CLASSROOM TO A REGULAR EDUCATION CLASSROOM BECAUSE OF COMPLIANCE OR CHANGE OF PROGRAM, ALL TEACHERS OF THE GRADE IN WHICH THE CHILD IS TO BE PLACED IN WILL BE INVITED TO THE MET AND IEP MEETINGS FOR THAT CHILD.
13. THE PLACEMENT OF STUDENTS WHO ARE DETERMINED TO BE TALENTED AND GIFTED AT EACH GRADE LEVEL WILL BE DONE AS EQUALLY AS POSSIBLE, SO THAT EACH CLASSROOM, TEAMED OR NON-TEAMED, WILL HAVE AN EQUAL NUMBER OF TALENTED AND GIFTED STUDENTS. EVERY EFFORT WILL BE MADE TO OFFER THESE STUDENTS PULL-OUT PROGRAMS DESIGNED TO MEET THEIR UNIQUE LEARNING AND DISCOVERY NEEDS.
14. TEACHER REQUEST NOTIFICATION WILL INCLUDE A DESCRIPTION OF THE TEAMING CONCEPT. BUILDING PRINCIPALS WILL NOTIFY, BY MAIL, PARENTS OF REGULAR EDUCATION STUDENTS TO BE PLACED IN TEAMED ROOM. NOTIFICATION OF PLACEMENT WILL BE MADE BY JUNE 1 OF CURRENT YEAR FOR THE NEXT SCHOOL YEAR.
15. CARR SCHOOL IMPROVEMENT TEAM AND EASTERN SERVICE UNIT SPECIAL EDUCATION DIRECTOR WILL MONITOR AND EVALUATE THE PROGRAM ANNUALLY.

