

8/27/95

1992 - 1995
MASTER CONTRACT
between the
OXFORD AREA COMMUNITY SCHOOLS
and the
OXFORD EDUCATION ASSOCIATION

Oxford Area Community Schools

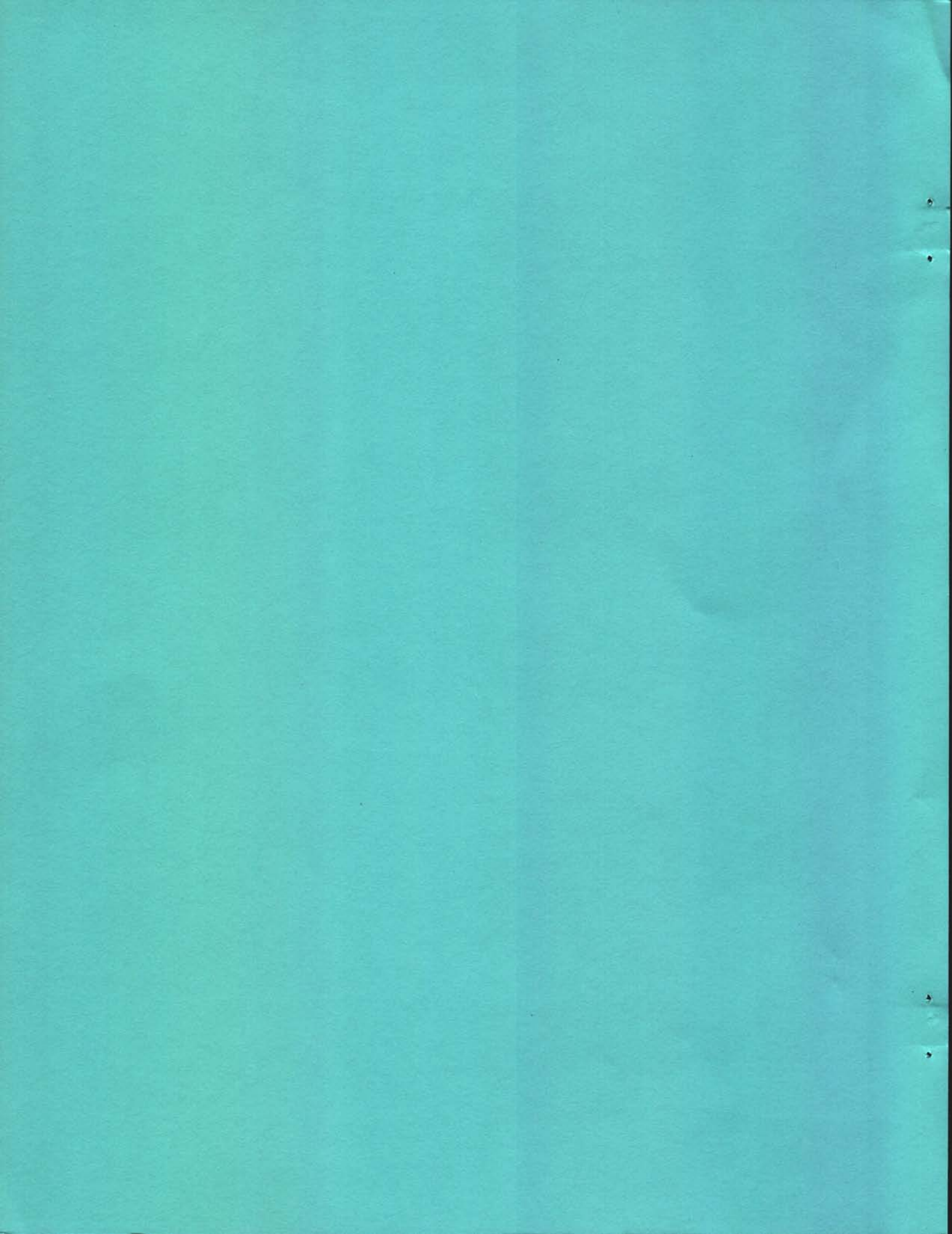


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AGREEMENT

AGREEMENT entered into by and between the School District of the Oxford Area 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, Gifted and Talented, etc.), special education consultants, social workers and psychologists. Specifically excluded therefrom shall be substitutes, community and adult education instructors, Superintendent, Associate Superintendent, Assistant Superintendent, Principals, Assistant Principals, and Directors including Athletic Director.

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 until altered by mutual written agreement between the parties.

B. On or before May 1 preceding the expiration of this Agreement and upon the request of either party, negotiations will be undertaken for a successor Agreement covering the coming school year, unless a later date for the initiation of such negotiations is agreed to by the parties.

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 be clothed with 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.

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.

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;

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;

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;

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 office conference room at the high school and in the teacher lounges at the other school buildings, 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 as Association representatives. The names of designated building representatives will be provided to the Board by October 15 each year. Building principals 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.

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 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 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. 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. When the meeting with the affected teacher is held, the teacher may be accompanied by an Association representative at the teacher's option.

L. Voluntary Payroll Deductions - Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittances on behalf of the teacher for annuity, credit union or any other plans or programs approved by the Board. To become eligible for payroll deduction, an annuity plan or program must have a minimum of six (6) bargaining unit participants, and the maximum number of annuity companies or carriers approved for the entire bargaining unit shall not exceed six (6). Once established in the District, companies or carriers shall not be terminated as long as there continue to be active participants from the bargaining unit.

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 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 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 payroll date designated for contract payoffs at the end of the school year.
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 1992-1993, the 1993-1994 and the 1994-1995 school years shall be determined in accordance with the school calendars in Appendix B. If the parties have not reached an agreement to the contrary before July 1, 1995, then the opening of the 1995-1996 school year shall parallel that of the prior contract years - i.e. an initial teacher workday will be scheduled for the Monday before Labor Day, students will begin reporting the Tuesday before Labor Day and no school will be scheduled for students or teachers the Friday before Labor Day.

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.

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 establishment of Professional Development Schools or the adoption of 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. 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, five (5) minutes of passing time to or from lunch period will be scheduled in addition. 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. Lunchroom Supervision - The Board will provide supervision for students during lunch periods. In case of an emergency, volunteer teachers will be paid for performing this duty as provided in Column C, Rows 6 and 7 of Appendix A. If no teachers volunteer, teachers will be assigned to perform this duty in reverse order of seniority by building, and will be paid in the same manner as volunteer teachers.
5. 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 personnel administrator and the Association President or designees 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 traveling teacher's time spent in each building, and the amount 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 the length of half a typical classroom period. On occasions when traveling teachers are unable to make their assignment, they will notify the involved principal or designee 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.

6. Emergency Substituting - Full-time teachers will not be required to substitute during their conference periods except in emergency situations. An emergency situation is when the administration has attempted to contact all district substitutes and found none available to assume the necessary assignment(s). Volunteer teachers so substituting will be paid according to Column C, Rows 3 and 4 of Appendix A. If no teachers volunteer, teachers will be assigned to perform this duty in reverse order of seniority by building, and will be paid in the same manner as volunteer teachers.

D. Elementary Teaching Hours - Teaching hours at the elementary level will be determined by the administration, but no

teacher will be assigned more than 1500 minutes of student instruction time per week - i.e. an average of 300 minutes per day. The elementary student instruction time specified herein is exclusive of recess and special teacher instruction.

1. Elementary teachers shall have at least two and one-half (2.5) hours per week designated as preparation time, which may include unassigned time before and/or after the regular class schedule. Recess and special teacher instruction time may also be used as preparation time.
2. Except in cases of emergency or inclement weather, teachers in the elementary schools will be relieved of bus duties and recess duties. The existence of inclement weather shall be determined by the building principal or a designated teacher. On inclement weather days a relief period will be provided for elementary teachers (excluding kindergarten teachers) in the afternoon. The Faculty Councils in elementary buildings may consider appropriate schedule modifications to adjust for preparation time lost by teachers as a result of inclement weather days.

E. Middle School Teaching Hours - No middle school classroom teacher will be assigned more than 312 minutes of student instruction per day, except as otherwise agreed between the Association and the Board.

1. Classroom teachers in grades 6, 7 and 8, shall teach six (6) student class periods (typically 45 minutes long) per day. Teachers voluntarily agreeing to teach an

additional student class period shall be paid in accordance with Row 1 of Appendix A. It is understood that the length of up to two (2) periods of the day may be increased by no more than a total of twelve (12) minutes to provide for announcements and similar activities, provided that the total number of 312 minutes of student instruction per day is not exceeded. It is agreed that middle school student instruction shall encompass both class time (including time devoted to announcements and/or Channel One), and the passing time between classes.

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. 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 312 minutes of student instruction per day, except as otherwise agreed between the Association and the Board.

1. Classroom teachers in Grades 9 through 12 shall teach five (5) student class periods (typically 55 minutes long) per day. Teachers voluntarily agreeing to teach an additional student class period shall be paid in accordance with Row 1 of Appendix A. It is understood that the length of up to two (2) periods of the day may be increased by no more than a total of twelve (12) minutes to provide for announcements and similar activities, provided that the total number of 312 minutes of student instruction per day is not exceeded. It is agreed that high school student instruction shall encompass both class time (including time devoted to announcements and/or Channel One), and the passing time between classes. It is also understood that some variation in class periods may occur due to block class schedules in certain curriculum areas.
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. 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 6:30 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. Teachers absent due to illness and unable to return to school the following day must notify the appropriate administrator or designee prior to the end of the last scheduled class period at their respective schools. If such notice is not received, it is automatically assumed that the teacher will return to school the next regular school day.

C. 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 evaluation 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 file with the building principal by the end of the third week of school each year.

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

E. Supervision of Activities - A calendar of activities will be developed on or before October 15 of each school year in each secondary 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 semester, 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. 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, the sponsor(s) of the added activities shall be responsible for securing voluntary supervision in numbers determined to be sufficient by the building administrator.

F. Open Houses - One Parent Open House or similar activity may be scheduled each school year in each building, as planned in conjunction with the Faculty Councils in the respective buildings. In the course of planning such activities, the respective Councils are urged to facilitate maximum staff participation by avoiding

scheduling conflicts wherever possible. The participation of teachers in this type of activity will count toward their supervisory responsibilities as outlined in Section E above.

G. 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.

H. 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 twenty-five (25) minutes beyond the teachers' scheduled 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 in 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. Also under such a termination, the probationary teacher will have an appeal through the courts.
2. The placing of a non-tenure teacher on a third year of probation.

3. The termination of services or failure to re-employ a teacher to a position on the extracurricular schedule.
4. Any matter involving the content of a teacher evaluation.
5. 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 of 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. If no decision is rendered within five

(5) days of the discussion or if the decision is unsatisfactory to the grievant and the Association, the grievant shall within five (5) days appeal same to the Board of Education by filing such written grievance along with the decision of the Superintendent with the Secretary of the Board of Education through the Board Office.

3. Level Three - Upon proper application as specified in Level Two, the teacher and/or a representative of the Association shall have an opportunity to be heard at the meeting for which the grievance hearing is scheduled. The affected teacher and/or Association representative shall be notified at least three (3) days prior to the meeting at which the grievance is to be heard. At the Board's option, grievances may be heard at this level of the Grievance Procedure by a Board Grievance Committee consisting of three (3) members of the Board of Education appointed by the Board. Within ten (10) days from the hearing of the grievance, the Board or the Board Grievance Committee shall render its decision in writing. A copy of the written decision of the Board shall be forwarded 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. Only the Association shall have the right to process grievances to Level Four.

4. Level Four - If the Association is not satisfied with the disposition of the grievance at Level Three, it may, within ten (10) days after the decision of the Board, submit the matter in writing to arbitration with the American Arbitration Association. 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. The arbitrator shall not hear any grievance previously excluded from the scope of the grievance procedure.
- 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 thereunder may be processed through the Grievance Procedure until resolution.

ARTICLE IX

TEACHER EVALUATION AND DEVELOPMENT

A. Evaluation Process - The parties to this Agreement recognize the importance and value of assisting and evaluating 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 copy of the evaluation instrument in use will be given to each teacher scheduled for evaluation that year and to any other teacher upon request. At the same time, a list of those teachers scheduled for evaluation will be posted or otherwise made available in each building. Any teacher may ask his/her supervising administrator for clarification regarding the evaluation instrument.
2. Probationary teachers shall be evaluated in writing a minimum of two (2) times during each school year. Tenured teachers shall be evaluated in writing a minimum of once every two (2) school years.
3. Each evaluation shall be conducted by the building principal or other designated administrator. Each shall be based in part on at least one (1) classroom observation of approximately thirty (30) minutes in length. All observations of teacher performance shall be conducted openly and with full knowledge of the teacher. In no case should observations as part of the written

evaluation be made on the days preceding or following a vacation.

4. A post-evaluation conference shall be held not later than ten (10) working days after each evaluation. A copy of the written evaluation, 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 post-evaluation conference. The original and one (1) copy of the evaluation 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 evaluation and attachments shall be retained by the teacher.
5. If a teacher's written evaluation 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 evaluation follow-up.
6. In the event a teacher believes that an evaluation 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 evaluation and may

attach said objections to the written evaluation to be placed in the teacher's personnel file.

7. 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.
8. The last yearly written evaluation 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 evaluation for each tenured teacher shall be made available no later than May 20 of any year in which the teacher is being evaluated.
9. A teacher whose services are being considered for termination under provisions of the Tenure Act shall receive a certified letter of 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 notification letters.

B. Review of Evaluation Process - On or before June 1 of each year either party to this Agreement may request a review of the evaluation process for the following year. Upon such request, the District Coordinating Council will discuss and, as necessary and appropriate, see that the criteria for evaluation, the current evaluation instruments and/or the evaluation procedures in use are

revised. In light of amendments to the tenure law currently under consideration by the State, the parties agree that the type of review described above should be undertaken, with a report and recommendation to be provided no later than June 1, 1994.

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, 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 ten (10) days of released time per school year for the handling of Association business as requested by the president of the Association. The Association shall reimburse the Board for the cost of the substitute teachers required in connection with such leave. Notification for the use of such leave days shall be provided no less than forty-eight (48) hours in advance of their use, no more than two (2) teachers may be absent on a given day, and no single teacher may receive more than five (5) such leave days in a school year. The president and officers of the Association may be granted additional released time upon approval of the Superintendent or designee.

C. Sick Leave Days - Each school year, after working one (1) full day, each full-time teacher will be credited with a ten (10) day sick leave allowance to be used for absences caused by personal illness, physical disability of the teacher or serious illness or

quarantine of the immediate family. Immediate family shall include spouse, child, parent, stepchild, or stepparent.

1. Teachers employed less than full time or after the school year begins shall be credited with sick leave days on a prorated basis equivalent to one (1) day per month, to the maximum of ten (10) sick days per year.
2. The unused portion of the allotted ten (10) sick leave days will accumulate to a maximum equal to the number of teacher work days specified in the then current school year calendar. Teachers who accumulate, or who have already accumulated, unused sick leave days in excess of that maximum will be paid for the cancellation of such excess days as provided in Column B, Rows 2, 3 and 4 of Appendix A. Such payment shall be made annually on the payroll date designated for contract payouts at the end of each school year.
3. 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. 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.

E. Specified Business Leave Days - Absences approved under this section shall cover necessary personal business activities that cannot be handled at any other time except during a teacher's workday. This type of leave shall not be used for pleasure trips, shopping, working at home, etc.

1. Personal business activities covered under this section will include only conferences with a college advisor, with State certification or retirement offices, or with the Internal Revenue Service; meetings for mortgage approval or mortgage closing, or in connection with an adoption or an estate settlement; and up to three (3) days per year for court appearances not covered under Section A of this Article.
2. A teacher shall make written request for such leave to the Superintendent or designee at least five (5) school days in advance of the anticipated absence, and the Superintendent or designee shall reply in writing at least two (2) days in advance of the anticipated absence. In case of emergency, the time limits shall not apply.
3. Absences under such leave shall not occur on the days immediately before or after a recess period or during the first or last five (5) days of the school year unless an exception is granted for good cause by the Superintendent or designee.

F. Personal Business Leave Days - Absences approved under this section may be used for necessary personal activities that cannot be arranged for times before or after the teacher's workday, and shall be limited to a maximum of two (2) days per school year. This type of leave shall not be used for social, recreational, avocational or vocational purposes.

1. One (1) day of the teacher's annual sick leave allowance will be deducted for each leave day used by the teacher

under the provisions of this section. If one or both of the leave days authorized under this section are not used during any school year, they may, as usual, be accumulated as part of the teacher's sick leave allowance.

2. A teacher shall provide the Superintendent or designee with written notice of intent to utilize such leave at least twenty-four (24) hours 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. Leave days provided for in this section shall not be used to extend vacations, recesses or holiday periods.

G. Discretionary Leave Days - Other than as provided for in the school calendar, 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 sections 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 any costs (normally, the cost of a substitute teacher) incurred by the District as a result of the teacher's absence(s). Teachers 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 five (5) 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 XX, and subject to the provisions of Article XX as they relate to

the layoff and recall of teachers. Such teachers shall provide written notice of their intent to return to the school district by April 15 for return at the beginning of the first semester, or sixty (60) days prior to the beginning of any subsequent academic quarter for which they intend to return.

5. Leave of Absence Extensions - If the teacher wishes to extend a leave of absence, application shall be made in writing by April 15 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 H 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 the applicable 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), shall have such seniority restored if subsequently re-employed by the District. The provisions of this section with regard to non-return from a leave of absence shall apply only to leaves of absence granted after September 1, 1985.

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, within thirty (30) days after the last of the following events has occurred: the affected teacher has exhausted all accumulated sick leave days; the teacher has been absent due to the disability or illness for a period of ninety (90) consecutive calendar days; the teacher has elected to retain a portion of accumulated sick leave days still unused. 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 a one (1) year duration.

- a. Application for childbirth or child care leave shall be in accordance with the provisions of Section E 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. An expectant teacher may teach as long as she can continue her regularly assigned responsibilities. After the sixth month of pregnancy the teacher may be required to furnish a monthly medical certification of her continued ability to perform her duties. If work restrictions are advised, the teacher shall notify the administration as soon as possible, and shall provide medical verification as necessary.

c. A teacher wishing to return to duty from a child care leave of absence shall submit a written request as provided in Section E 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 H 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 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 shall receive medical, dental, vision and life insurance coverage as provided in this Agreement, subject to approval of such coverage by the respective insurance companies or carriers. Such teachers shall not receive any other fringe benefits except those enumerated above.
3. Teachers granted a voluntary leave of absence will accrue one (1) year of seniority during the leave of absence.
4. 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 H 4 of this Article.
7. Any extension of a voluntary leave of absence shall be without fringe benefits and in accordance with Section H 5 of this Article.

J. 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 accordance 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 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 Administration. 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.

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 administration, it is assumed that timely and meaningful teacher input relative to such decisions will be sought through each building Faculty Council. On those occasions when it may be necessary to assign a teacher or teachers on an interim basis, it is further assumed that such prospective assignments will be reviewed with the appropriate Faculty Council(s) as to the need, number and duration of such assignments.

1. Notification of Assignment - Returning teachers shall be notified in writing of their tentative teaching assignments for the succeeding school year on or before May 21. The notification shall include the building(s), 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 April 15.

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 whenever possible within their major or minor fields. 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, except sixth grade teachers who will be assigned no more than four (4) preparations. Middle school teachers who are assigned the same sixth grade academic blocks in the morning and afternoon, shall be considered sixth grade teachers for the purpose of this section. Each different course offering will be considered as a separate preparation with the exception of guided study, special education and co-op. Middle school 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, the Faculty Council 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.

- c. Should a teacher be assigned more than three preparations (four preparations for a sixth grade teacher) during one semester, a discretionary fund will be established equal to three (3) times the amounts indicated in Column B, Rows 3 and 4 of Appendix A per excess preparation, to be utilized by the teacher for educational purposes. Alternatively, the teacher may elect to be paid a stipend equal to three times the amounts shown in Column B, Rows 6 and 7 of Appendix A per excess preparation, or to accept one half each of the prescribed stipend and discretionary fund amounts.
- d. Elementary classroom teachers (i.e. K - Grade 5) whose existing assignments will be changed for the succeeding school year shall have their new assignments determined in accordance with the process described in Section 3 below. If, as a result of that process, a teacher is assigned to a split class, he/she shall be entitled to a discretionary fund for the year equal to three (3) times the amounts shown in Column B, Rows 3 and 4 of Appendix A, to be utilized by the teacher for educational purposes. Alternatively, he/she may elect to receive a

yearly stipend equal to three (3) times the amounts shown in Column B, Rows 6 and 7 of Appendix A, or to accept one half of each of the prescribed stipend and discretionary fund amounts.

3. Elementary Assignment Procedures - The following 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 the provisions of Article XX.

- a. Between April 24 and 30, the central office administrator responsible for personnel functions, the three elementary principals, and an Association representative from each elementary building shall meet for the purpose of determining the number and type of elementary positions expected to be available for the subsequent school year, based upon the best financial and enrollment projections possible at that time. They shall also identify all potentially displaced teachers as described in Section b below.

- b. The category of potentially displaced teachers shall include all elementary classroom teachers whose same assignment will be unavailable for the following school year. It shall also include any such teacher who teaches at a grade level which will have fewer sections at that

teacher's building for the following school year, and who has the least seniority among the teachers at that grade level and within that building. District wide seniority will be used exclusively for this purpose except in the case of ties when a grade level index number will be used as a tiebreaker. This grade level index number will be determined by crediting two (2) points for each semester taught in Oxford at a given grade level, and one (1) point for each semester taught at an immediately adjacent grade level - and treating assignments to "split" classes as one semester at each grade level involved.

c. Between May 1 and 7 the information described in Section a above will be shared with all elementary teachers, and preliminary placement steps will be initiated. First, all teachers who were assigned to "split" classes may elect to remain in the same "split" classes for an additional year, if such classes are available within their buildings. Such teachers will also be given the opportunity to select for the upcoming year any vacant positions in their own buildings at either grade level included in their "split" classes. Finally, such teachers may elect to take any position in their own building at either grade level included in their "split" class, if qualified to do so by virtue of their grade level index number as described in Section b above. Second, teachers entitled to a particular teaching assignment as provided for in Section C 4 of

this Article (i.e. delayed fill) will be given the opportunity to select said assignment. Third, in those buildings where a reduced number of sections has been projected for the following year, all potentially displaced teachers will be given an opportunity to request that they be considered for placement with another building group rather than with their own. Elementary principals will facilitate the sharing of information between buildings and within their own building group in preparation for the next step in the process as described in Section d below.

d. The personnel administrator will set a date between May 8 and 14 on which all elementary building groups will separately meet for the purpose of attempting to determine tentative assignments for the upcoming year. The process of determining assignments and assignment changes will be based on mutual agreement, and may include any interested teachers, not just potentially displaced teachers. Each building group may fail, partially succeed or fully succeed in determining tentative assignments based on a single criteria -i.e. do the tentative assignments avoid placing a tentatively displaced teacher with less district wide seniority, while failing to place a tentatively displaced teacher with more district wide seniority? Within a day of the building group meetings, each elementary principal will report the results to the personnel administrator, and to

the Association representative from his/her building who participated as described in Step a above.

e. If all returning teachers have been placed successfully as a result of the building group meetings described in Section d above, the elementary assignment process will be considered complete. If not, the personnel administrator shall within a day of receiving the results of the building group meetings, schedule a district wide meeting between May 15 and 21 to conclude the process. This meeting will involve the placement of all teachers still displaced into all vacant elementary positions still unassigned, and shall be preceded by a review and discussion of same between the personnel administrator and the president of the Association or designee.

f. In making the final assignment of teachers still remaining in the elementary pool, the personnel administrator shall consider the following factors: district wide seniority; prior grade level experience; the number of assignment changes experienced in the preceding three school years; the interests and desires of the teacher; and the needs of the school district. The personnel administrator shall also consider teachers returning from leaves of absence and teachers who have requested voluntary reassignments to elementary positions, subject to any applicable provisions of Article XX. After teachers in the pool have been

assigned to a position as above provided, they shall receive written notification of their tentative assignment for the succeeding school year prior to the end of the current school year. Any teacher and/or a representative of the Association may meet with the personnel administrator for the purpose of reviewing the assignments made from the pool. After the completion of the procedures set forth in this provision, teachers whose assignments have been changed shall be eligible to apply for vacancies occurring after the date they receive notification of their assignment.

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 North Central Association 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 the appropriate Faculty Council(s) 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.
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 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 meet with representatives appointed by the Association to discuss and review the filling of the vacancy and the application of the criteria hereinafter listed in this provision. In filling vacancies the Board shall first consider the

members of its teaching staff according to seniority, certification and qualifications (i.e. major, minor, graduate degree, applicable North Central Association standards and vocational, special area or special education requirements) 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 H 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 XX 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 the qualified 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

CLASS SIZE

A. Class Size Considerations - When class sizes for various grades and courses are established for each subsequent school year, they should not exceed the following numbers of students per classroom teacher for the areas listed.

1. Elementary Class Sizes -

Kindergarten	27 per section
Grades 1 - 3	29 daily
Grades 4 - 5	31 daily
Split Classes	25 daily

2. Middle School Class Sizes -

Art and Shop	26 per section
Composition Classes	28 per section
Computer/Typing	30 per section
Home Economics	26 per section
Physical Education	39 per section; 34 per section when two sections scheduled in same hour
Remedial Classes	28 per section
All Other Classes	31 per section

3. High School Class Sizes -

AMS	26 per section
Art	27 per section
Biology/Chemistry/Physics (With Lab)	30 per section
CAD/Drafting	26 per section
Computer/Typing	30 per section
Composition Classes	27 per section
Home Economics (With Lab)	30 per section
Physical Education	39 per section
Remedial Classes	27 per section
Vocational/Industrial Arts	26 per section
All Other Classes	32 per section

4. Other Considerations - The following should be noted in connection with and in addition to the numbers above.

a. In special education classes, enrollment should conform to State guidelines subject to approved deviations. When mainstreamed special education students are assigned to regular education classes, an attempt should be made to distribute them as equitably as possible and to limit them to a total of three (3) in any single class.

b. Class size in instrumental and vocal music classes shall be determined by cooperative scheduling among the teachers, building principals and Faculty Councils involved.

c. Pilot programs or other special programs including distance learning may deviate from the class sizes listed above by mutual agreement among the teachers, building principals and Faculty Councils involved.

d. In determining the daily class load for secondary teachers, consideration will be given to the number of individual work stations available for students as mutually agreed to by the Board and the Association, as well as the type and nature of the courses being taught. Every attempt should be made to limit the number of students assigned to the number of available work stations agreed upon in the following secondary classes: 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.

e. In secondary buildings, every effort will be made to balance the student enrollment in multiple sections of the same class. When more than one such section is scheduled during the same period, the enrollment differential will not exceed six (6) students.

f. Courses to be designated remedial and those to be designated as composition classes shall be determined annually by mutual agreement between the principal or other designated administrator and the appropriate Faculty Council. 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.

g. For purposes of this article, 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.

B. Mainstreamed Special Education Students - Mainstreamed special education students (excluding speech and language students) may be counted as more than one (1) toward the class sizes limits listed in Section A above, depending on the nature and severity of their impairment and upon mutual agreement between the regular education teachers involved and the administration. Teachers having such students in a regular education class for one half (.5)

day or more may have their class size decreased as a result. In the event the number of such students in a regular education class exceeds five (5), the building principal and the teacher affected will discuss the situation and attempt to agree upon a remedy, which may include those specified in Section C of this Article.

C. Student Overages - In the event that the class size limits listed in Section A above are exceeded, any affected teacher shall report the student overages in writing. The building principal and the affected teacher will then evaluate the situation to determine if implementation of a remedy is required. When implementation is required, the principal and the affected teacher will attempt to agree upon a remedy as described below. If no satisfactory and timely remedy results, the affected teachers may initiate grievances as provided for in Article VIII.

1. Possible Remedies - Remedies for student overages may include, but are not limited to: the transfer of student(s); the rescheduling of student(s); an additional preparation day per month for 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).

- a. If establishment of a discretionary fund is selected as a remedy, an amount shall be placed in the fund for each year-long student overage equal to three (3) times the amounts shown in Column B, Rows 3 and 4 of

Appendix A. Prescribed amounts shall be halved for semester-long overages, and in secondary grades will be prorated as outlined in Section 2 below.

b. If payment of a stipend is selected as a remedy, the amount paid for each year-long student overage shall be equal to three (3) times the amounts shown in Column B, Rows 6 and 7 of Appendix A. Prescribed amounts shall be halved for semester-long overages, and in secondary grades will be prorated as outlined in Section 2 below.

2. Implementation of Remedies - Remedies for student overages will be implemented according to the guidelines below.

a. Possible remedies agreed to at the secondary level (Grades 6-12) will be applied on a prorated basis for the portion of the school day where the class size limits listed in Section A above are exceeded. When a monetary remedy is agreed to (e.g. a discretionary fund or direct stipend) the prorated amount due will be determined using the regular teacher classload (i.e. currently six at the middle school and five at the high school) as divisor.

b. During the first semester, possible remedies will take place within one (1) week after the fourth Friday count, or ten (10) calendar days after the overage is brought to the attention of the principal, if the overage occurs after the fourth Friday count.

c. During the second semester, possible remedies will take place within one (1) week after the first three (3)

weeks of the semester, or ten (10) calendar days after the overage is brought to the attention of the principal, if the overage occurs after the three (3) week period.

d. The above remedies shall not apply at any grade level if the student overage occurs within thirty (30) calendar days of the end of a semester.

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 school calendars in Appendix B of this Agreement.

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 by October 15 of each year 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 inservice training activities be provided on a grade, building, elementary, secondary, or district level.

1. The District Coordinating 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 inservice programs. Such plans and agendas will be submitted to the Superintendent

or designee for approval and implementation as soon as possible.

2. The District Coordinating Council will work closely with the various building Faculty Councils in planning the above activities. In particular, it will attempt to assure that inservice training activities are provided on an equitable basis among the buildings which have become Professional Development Schools, which have adopted similar modified schedules, or which are still lacking the training opportunities afforded by such alternate arrangements.
3. On occasion, the District Coordinating 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. If acting as a trainer or responsible for the conduct of the activity, teachers will be paid according to Column C, Rows 3 and 4 of Appendix A. If attending as a trainee or a regular participant in the activity, teachers will be paid according to Column C, Rows 6 and 7 of Appendix A.

ARTICLE XIV

DECISION MAKING MECHANISMS

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 continued future success. They further recognize that this critical ability requires shared responsibilities, effective communication and the broad involvement of many affected people in the decision making process. They have therefore agreed to the establishment of the following mechanisms.

B. District Coordinating Council - The Board and the Association will establish a District Coordinating Council composed of eleven (11) members, four (4) of which shall be administrators designated by the Board, and seven (7) of which shall be teachers selected by the Association. Appointment of members for the succeeding school year shall be made annually on or before June 1. Members shall assume their duties on July 1, and shall serve for a period of three years, except as otherwise provided below.

1. One of the administrative members, normally a central office administrator whose responsibilities include curriculum and/or professional development, shall be designated by the Superintendent to be responsible for preparing the agendas and minutes of the Council, and for maintaining its records. The three (3) remaining administrators shall represent the high school, middle school (initial term 2 years) and elementary (initial term 1 year) levels. The teacher members shall include

two (2) from the high school (initial terms 1 and 2 years), two (2) from the middle school (initial terms 1 and 3 years), and three (3) from the elementary level (initial terms 1 and 2 as well as 3 years). Teacher members shall be selected to provide the broadest possible representation of different buildings (e.g. all three elementaries), grade levels (e.g. primary and upper elementary), curricular areas (e.g. academic and vocational) and instructional roles (e.g. special education and support staff).

2. The purpose of the Council shall be to facilitate consideration of major issues affecting District programs, and to help coordinate related initiatives which might be undertaken by the District. The Council shall establish its own structure, procedures and meeting schedule which shall be reflected in the minutes of its initial meeting each year. The Council's areas of concern shall include, but not be limited to the following.
 - a. The curriculum review process, including evaluation of the District's curriculum status relative to State and other standards.
 - b. Recommendation to the Superintendent of proposed major curriculum changes, and new textbook adoptions as defined by the Council.
 - c. Accreditation scheduling and other district level concerns relative to both the State and NCA processes.

- d. School improvement matters, including compliance with P.A. 25 and other external requirements.
 - e. Inservice training and other professional development activities, especially as related to curriculum changes and/or school improvement initiatives.
3. Subcommittees of the District Coordinating Council may be formed under procedures established by the Council, provided only that they include both Board and Association representatives. Such subcommittees may also include other representatives from the District and/or community as appropriate. All such subcommittees shall be given a statement of their task and expected completion date at the time of their establishment.
 4. The teacher members of the District Coordinating Council shall be paid a stipend by the Board equal to five (5) times the amounts shown in Column B, Rows 3 and 4 of Appendix A. Those members as well as members of its duly established subcommittees may be granted released time by the Superintendent or designee to attend meetings or to otherwise carry out their responsibilities.
 5. Minutes of the District Coordinating Council and its duly established subcommittees shall be distributed to the members of the Council, to designated members of the Faculty Council of each building, to the Superintendent and to all building representatives of the Association.
 6. The Board shall allocate an amount equal to \$2.00 for each student enrolled in the District to an operational

fund for the Council. Expenditures from this fund for bona fide operational expenses shall be authorized by the Council according to such procedures as it may establish.

C. Building Faculty Councils - The Board and the Association will establish a Faculty Council in each of the five (5) major buildings in the District. Each such council shall be composed of the administrator(s) in the building, plus a specified number of faculty members related to the student enrollment in each building - i.e. up to seven (7) at the high school, up to five (5) each at the middle school, Clear Lake and Daniel Axford, and up to three (3) at Leonard. The Association shall annually appoint faculty representatives for the succeeding school year on or before June 1. Members shall assume their duties on July 1, and shall serve for a period of two (2) years, except as otherwise provided. (One-half of the faculty representatives on each Council, or the largest possible number under one-half, shall be appointed to initial terms of one year.) Since the former department heads and assistants have been eliminated, the buildings affected may wish to develop short term transitional plans for moving to the new organizational structure. The Faculty Councils in these buildings may choose to use some of their stipend and/or operational funds for this purpose.

1. An administrative member, normally the building principal or another administrator designated by the principal, shall be responsible for preparing the agendas and minutes of the Council in his or her building, and for maintaining its records. Faculty members shall be selected to provide the broadest possible representation

of different grade levels (e.g. primary and upper elementary), curricular areas (e.g. academic and vocational) and instructional roles (e.g. special education and support staff).

2. The purpose of each council shall be to facilitate consideration of issues affecting building programs, to help coordinate related initiatives which might be undertaken within the building, and to assure that building policies, programs and initiatives are consistent with those of the District. Each council shall establish its own structure, procedures and meeting schedule which shall be reflected in the minutes of its initial meeting each year. The councils' areas of concern shall include, but not be limited to the following.

- a. The curriculum review process, including evaluation of the building's curriculum status relative to State, District and other standards.

- b. Recommendation to the District Coordinating Council of proposed curriculum changes, and/or new textbook adoptions as defined by that Council.

- c. Facilitation of both State and NCA accreditation processes, and compliance monitoring relative to both.

- d. Building school improvement issues, including compliance with P.A. 25 and other external standards, and with internal District requirements.

- e. Inservice training and other professional development activities, especially as related to building

level curriculum changes and/or school improvement initiatives.

f. Coordination of Professional Development School operations in PDS buildings, and involvement in parallel activities in non-PDS buildings.

g. Timely and appropriate input regarding staff schedules and assignments, especially as they might affect the other council concerns enumerated above.

3. Subcommittees of the Faculty Council may be formed under procedures established by each council. Subcommittees may include representatives other than building faculty members or administrators as appropriate. All such subcommittees shall be given a statement of their task and expected completion date at the time they are established.
4. Members of each Faculty Council or members of duly established subcommittees may be granted released time by the Superintendent or designee to attend meetings or to otherwise carry out their responsibilities.
5. Minutes of each Faculty Council and its duly established subcommittees shall be distributed to the members of that Council, to designated members of other Faculty Councils and of the District Coordinating Council and to the Superintendent.
6. The Board shall allocate to each Faculty Council an amount equal to \$4.00 for each student enrolled in the respective buildings to individual operational funds for

each council. Expenditures from these funds for bona fide operational expenses shall be authorized by the respective councils according to such procedures as each may establish.

D. Ad Hoc Committee - The Board and the Association will establish an Ad Hoc Committee consisting of six (6) members, two (2) regular members of which shall be designated by the Board and two (2) by the Association. Each party will appoint one (1) regular member to a two (2) year term on June 1 of each year, with such members to assume their responsibilities on July 1. (Initially, each party will appoint two such members, one of which shall serve an initial term of only one year.) Each party will also select an ad hoc member to serve only for the period during which a specific issue or set of issues is under consideration by the Committee.

1. Prior to any matter being submitted to the Ad Hoc Committee, it must first be discussed or reviewed with the appropriate administrator(s). An Ad Hoc 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 Ad Hoc Committee.
2. The Committee shall meet at mutually convenient times during the academic year to discuss, evaluate and make recommendations on matters relating to the Oxford School system, and of concern to either party.

a. 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.

b. Arrangements for Committee meetings shall be made in advance, an agenda of matters to be considered shall be developed at the time these arrangements are made, and all discussions shall be confined to those included on said agenda. Board, Association and other representatives may be invited to attend meetings as appropriate. Otherwise, the Committee shall determine its own operating procedures and meeting times, which shall be reflected in the minutes of its first meeting each year. Minutes shall be kept of all meetings, and shall be made available to all Committee members for distribution as appropriate.

3. Any matter not resolved to the satisfaction of either party after its consideration by the full Ad Hoc Committee may be brought to a Board Ad Hoc Review Committee, consisting of three members of the Board of Education, for final consideration and disposition. Meetings of this Review Committee shall be scheduled in advance, and shall consider only agenda items determined

in advance. This committee shall be provided with minutes of any related meetings of the Ad Hoc Committee, plus any other relevant documentation desired by either of the parties, in advance of their own meetings - and may also invite representatives in addition to the six (6) Ad Hoc Committee members to speak directly to any issues under consideration.

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. Driver Education Pay - Driver education instructors shall be paid at the hourly rates outlined in Column C, Rows 5, 6 and 7 of Appendix A.

C. Extra Duty Assignments - Teachers involved in voluntary extra duty assignments as set forth in Appendix D 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.

D. 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.

E. Extended Work Year Payment - The pay for counselors, cooperative education coordinators and other employees required to work prior to or beyond the regular work year will be based on the employee's hourly rate as determined per Row 1 of Appendix A.

F. 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.
2. BA/BS + 20 Salary Lane - Teachers who have completed twenty (20) 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 + 20 salary lane. Undergraduate hours which are part of an advanced degree plan or program beyond the BA/BS may be included within the twenty (20) 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 - Teachers who have 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 shall be placed on the MA/MS + 15 salary lane. Undergraduate hours which are part of an advanced degree plan or program beyond the MA/MS may be included within the fifteen (15) hours upon approval of the Superintendent or designee.

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.

G. 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 October 31 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 October 31 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 March 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 March 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.

H. Salary Displacement Protection - This salary lane placement provision shall not result in the displacement of teachers who are employed, on leave or laid off from the Oxford Area Community Schools as of September 1, 1982, to a lower salary lane.

ARTICLE XVI

LRE AND MEDICALLY FRAGILE STUDENTS

A. The parties to this Agreement recognize the need to provide all handicapped students the opportunity to be educated in their home districts with their non-handicapped peers consistent with the provisions of State and federal law. They further recognize that implementation of a plan to place students in the least restrictive environment which is feasible will require careful, mutual planning among special and regular educators. The Board therefore agrees to the development of a formal transition plan for each individual student placement; to facilitate the participation of all affected parties in the IEPC process; to provide such appropriate, specialized training as might be necessary to serve these students; and to incorporate a regular review process to assess all placements which are implemented. The District Coordinating Council will assure that a review of current practices in this area is undertaken, and that a report and recommendation for procedural guidelines is provided no later than June 1, 1994.

B. It is mutually agreed by the parties that the primary function of the teacher is to provide instruction and general care to all students in the school environment. When health care needs or custodial needs routinely require adult assistance, the IEP will designate an appropriate adult other than the teacher to routinely fulfill these needs.

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. Therefore, the Board will 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. Teachers may use such reasonable physical force as may be necessary to protect themselves, students or others from attack or injury; to obtain possession of a weapon or other dangerous object upon the person or within the control of a student; and to protect property from physical damage or destruction. The use of physical force as thus set forth does not constitute the practice of corporal punishment on the part of the teacher.
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 require 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

TUITION ASSISTANCE

A. Allocation of Funds - In order to promote the improvement of teacher skills, the Board will allocate an amount equal to one half of the amount shown in Column A, Rows 6 and 7 of Appendix A for tuition assistance each school year during the term of this agreement. Should any portion of the tuition allocation for any single school year remain unused, an equivalent amount will be added to the basic allocation for the subsequent year. Any portion of the allocation remaining at the expiration of this agreement, however, shall revert to the general fund of the District.

B. Eligibility for Assistance - To be eligible for tuition reimbursement a teacher may not be employed under the provisions of a special permit or certificate, a provisional certificate, or an initial professional education or occupational education certificate.

C. Guidelines for Assistance - The following guidelines will be observed in operating the tuition reimbursement program.

1. Teachers must have approval from the Superintendent or designee before taking any course for which reimbursement will be sought, as evidenced by submission of a written application for tuition assistance prior to the designated drop date for the course in question. Reimbursement approval will be cancelled for courses which are not completed within the fiscal year for which they were approved, and must be resubmitted if tuition assistance is still desired.

2. Courses must be reasonably related to a teacher's actual or prospective assignment in order to receive approval for tuition reimbursement. Courses which are individually disapproved, or which are unconventional, shall be subject to the review and recommendation of the District Coordinating Council.
3. Teachers will be eligible to receive reimbursement for up to twelve (12) semester hours during each fiscal year ending June 30. No more than two (2) courses per college term or semester will be eligible for reimbursement.
4. Reimbursement will be at the rate of one half the actual tuition rates charged per semester hour. Reimbursement will be limited to tuition charges only, excluding registration and other miscellaneous fees.
5. Should any teachers be required to take courses in connection with new accreditation requirements, the parties may agree to exceed the fifty percent (50%) reimbursement limit, within the limits of the funds allocated for tuition assistance.
6. Reimbursement for a course will be made only after proof of its successful completion (i.e. grade report, transcript, official letter of verification) has been submitted to the Superintendent or designee, accompanied by evidence of the actual tuition paid for the course (i.e. official receipt, charge card record or cancelled check and evidence of current tuition rate).

Reimbursement will be charged against the tuition allocation for the year in which payment is requested, and accompanied by appropriate documentation.

ARTICLE XIX

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. If the provisions of this Agreement are significantly affected by the requirements of either the Family and Medical Leave Act recently enacted, or the National Health Program currently under consideration by the federal government, or by the revision of the Teachers' Tenure Act presently in process in Michigan, the parties agree to meet and negotiate regarding their impact.

C. Copies of this Agreement shall be printed at the equally shared expense of the Board and the Association at a printer selected by the Superintendent or designee and the president of the Association. Within thirty (30) days of ratification of this Agreement by the Board of Education, unless precluded by an emergency, copies will be provided to all teachers currently covered by terms of the Agreement, and thirty-five (35) additional copies will be provided to the Association.

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 copies of the staff directory to all members of the Association as soon as possible prior to October 15 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.

ARTICLE XX

SENIORITY, LAYOFF AND RECALL

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

1. 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. Those administrators in the employ of Oxford Schools during the 1978-79 school year shall receive seniority for all of their years of professional employment in Oxford, including those as an administrator if they should become members of the bargaining unit.
2. Loss of Seniority - A teacher who resigns or is terminated shall lose all previously accrued seniority, except as provided in Article X, Section H 6.
3. 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 of absence except as otherwise provided in this Agreement.
 - b. Seniority shall not accrue for certified personnel while laid off.

4. Part-Time Teachers - After September 1, 1982, teachers who teach less than the full regular school day shall accrue seniority as follows:
 - a. Elementary (K-5) - If the part-time teacher is assigned one-half (.5) time or more, such teacher shall accrue full seniority credit. If the teacher is assigned less than one-half (.5) time, the teacher will accrue one-half (.5) seniority credit.
 - b. Secondary (6-12) - If a part-time secondary teacher is assigned for three (3) or more periods per day, such teacher shall accrue full seniority credit. If such teacher is assigned less than three (3) periods per day, the teacher shall accrue one-half (.5) seniority credit.
5. 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-5 - certification as defined above.
 - b. Grades 6-8 - a major or minor in the teaching assignment 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 avocational experience or other special training or expertise.
 - c. Grades 9-12 - A major or minor in the teaching assignment and be able to meet North Central Association

requirements pertaining to the subject-matter area within two (2) years. 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 + 20 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. Secondary (6-12) - 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 + 20 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 + 20 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. Tenure teachers shall retain any rights provided under the Teachers' Tenure Act pertaining to recall.

ARTICLE XXI

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 submission of written application, 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. Effective October 1 following ratification of this Agreement by both parties, this health care insurance will be the MESSA Super Care 1 Plan. Employees selecting this plan shall not be entitled to double coverage for health insurance.

2. Alternates to Health Insurance - Employees not electing health insurance coverage during the 1992-93 school year may apply \$65.00 per month toward other insurance options available through MESSA and other carriers approved by the Board, or toward tax sheltered annuity programs from companies approved by the Board. The amount available for such alternate use will increase to \$75.00 per month during the 1993-94 school year, and to \$80.00 per month during the 1994-95 school year.

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.

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

D. Life Insurance - Effective October 1 following 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.

E. Short-Term and Long-Term Disability Insurance - The Board shall provide group short-term and long-term disability insurance without cost to employees. Coverage under the STD portion of the

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 portion of the policy shall take effect on the 366th calendar day of disability and shall remain in effect for the length of the disability thereafter. Effective October 1 following 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 \$3,200, subject to the terms of the insurance policy, and effective to age 65.

F. 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 Area 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 up to a maximum of one hundred and eighty five (185) days. The per diem rate for such payments shall be based upon the District's five year average BA/BS base salary rate as outlined in Column B, Rows 5, 6 and 7 of Appendix A.

G. 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's 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.

H. 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.

I. 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.

APPENDIX A

MISCELLANEOUS PAY SCHEDULE

The following schedule will be utilized for a variety of pay and other calculations during the term of this Agreement, but no such calculations will be made to retroactively cover the period prior to ratification of the Agreement. Using the current BA/BS Base for each of the three contract years, it shows the annual, per diem (based on 185 days), and hourly (based on 7.5 hours) rates. It also shows the same three rates for each of the three contract years based upon an average of the BA/BS Base over a period of five years (current and four prior). Finally, it provides the formula for calculating the hourly rate for individual teachers, according to their current salary schedule placement as outlined in Appendix C. The intent of this schedule is that in the future the various calculations involved will be automatically adjusted as the salary schedule is altered.

Row 1 Hourly Rate for Teachers - The hourly rate for teachers shall be determined by dividing the teacher's annual salary by 1387.5. The latter figure is arrived at by multiplying the current number of teacher workdays during the school year (185) by the prescribed number of duty hours per day (7.5).

	<u>Column A</u> <u>Annual</u>	<u>Column B</u> <u>Per Diem</u>	<u>Column C</u> <u>Hourly</u>
<u>Row 2</u> 1992-93 Current	\$22,472	\$121.47	\$16.20
<u>Row 3</u> 1993-94 Current	\$23,090	\$124.81	\$16.64
<u>Row 4</u> 1994-95 Current	\$23,783	\$128.56	\$17.14
<u>Row 5</u> 1992-93 Average	\$20,679	\$111.78	\$14.90
<u>Row 6</u> 1993-94 Average	\$21,597	\$116.74	\$15.56
<u>Row 7</u> 1994-95 Average	\$22,432	\$121.25	\$16.17

APPENDIX B
1992-93 SCHOOL CALENDAR

Mo Days Dates

		Aug 31	Teachers Report, Full Day
S	20	Sept 1	Secondary Students Report, Full Day; Elementary Students Report, Half Day, Half Day Staff Planning Day; No Kindergarten, Full Day Staff Planning Day
		Sept 4 & 7	Labor Day Recess
O	21	Oct 20	P-T Conferences Eve, Full Day All Students
		Oct 21	P-T Conferences Eve, Full Day Secondary; P-T Conferences PM & Eve, Half Day Elementary
		Oct 22	P-T Conferences PM, Half Day All Students
		Oct 23	Post Conference Recess
N	19	Nov 6	End of 1st Quarter; Half Day Elementary, Half Day Staff Records Day; Full Day Secondary Students and Staff
		Nov 26 & 27	Thanksgiving Recess
D	16	Dec 22	Last Day Before Holiday/New Year Recess
J	20	Jan 4	School Resumes
		Jan 18	Half Day Secondary Students, Final Exams, Half Day Staff Records Day; Full Day Elementary Students and Staff
		Jan 19	Half Day Secondary Students, Final Exams, Half Day Staff Records Day; Half Day Elementary Students, Half Day Staff Planning Day; Full Day Kindergarten Staff, Both Sessions Meet
		Jan 20	End of 2nd Quarter, 1st Semester; Half Day All Students, Final Exams Secondary; Half Records Day All Staff
F	20		
M	21	Mar 3	P-T Conferences Eve, Full Day All Students
		March 4	P-T Conferences PM, Half Day Secondary; Full Day Elementary Students and Staff
		Mar 5 & 8	Mid Winter Recess
		Mar 26	End of 3rd Quarter; Half Day Elementary, Half Day Staff Records Day; Full Day Secondary Students and Staff
A	16	Apr 8	Last Day Before Spring Recess
		Apr 19	School Resumes
M	20	May 31	Memorial Day Recess
J	8	June 8 & 9	Half Day Secondary Students, Final Exams, Half Day Staff Records Day; Full Day Elementary Students and Staff
		June 10	End of 4th Quarter, 2nd Semester; Half Day All Students, Final Exams Secondary; Half Records Day All Staff
		June 11	Teacher Closing Day, Full Day

Student Days = 181 Semesters = 89/92 Quarters = 46/43/45/47

All staff are to arrange with an appropriate administrator to work an additional half day during the weeks of August 24, January 18 or June 14 to bring total teacher days to 185.

1993-94 SCHOOL CALENDAR

Mo Days Dates

A	1	Aug 30 Aug 31	Teachers Report, Full Day Secondary Students Report, Full Day; Elementary Students Report, Half Day and Kindergarten Open House Half Day, Half Day Staff Planning Day
S	20	Sept 3 & 6	Labor Day Recess
O	20	Oct 18-21	P-T Conferences (Conferences tentatively set for this week with pattern similar to 1992-93; Final schedule and other arrangements to be worked out by District Coordinating Council)
		Oct 22	Post Conference Recess
N	20	Nov 5	End of 1st Quarter; Half Day Elementary, Half Day Staff Records Day; Full Day Secondary Students and Staff
		Nov 25 & 26	Thanksgiving Recess
D	15	Dec 21	Last Day Before Holiday/New Year Recess
J	21	Jan 3	School Resumes
		Jan 19	Half Day Secondary Students, Final Exams, Half Day Staff Records Day; Full Day Elementary Students and Staff
		Jan 20	Half Day Secondary Students, Final Exams, Half Day Staff Records Day; Half Day Elementary Students, Half Day Staff Planning Day
		Jan 21	End of 2nd Quarter, 1st Semester; Half Day All Students, Final Exams Secondary; Half Records Day All Staff
F	20	Feb 28- Mar 3	P-T Conferences (Conferences tentatively set for this week with pattern similar to 1992-93; Final schedule and other arrangements to be worked out by District Coordinating Council)
M	21	Mar 4 & 7 Mar 25	Mid Winter Recess End of 3rd Quarter; Half Day Elementary, Half Day Staff Records Day; Full Day Secondary Students and Staff
		Mar 31	Last Day Before Spring Recess
A	15	Apr 11	School Resumes
M	21	May 30	Memorial Day Recess
J	7	June 7 & 8	Half Day Secondary Students, Final Exams, Half Day Staff Records Day; Full Day Elementary Students and Staff
		June 9	End of 4th Quarter, 2nd Semester; Half Day All Students, Final Exams Secondary; Half Records Day All Staff
		June 10	Teacher Closing Day, Full Day

Student Days = 181 Semesters = 91/90 Quarters = 46/45/43/47

All staff are to arrange with an appropriate administrator to
work an additional half day during the weeks of August 23,
January 17 or June 13 to bring total teacher days to 185.

1994-95 SCHOOL CALENDAR

Mo Days Dates

A	2	Aug 29 Aug 30	Teachers Report, Full Day Secondary Students Report, Full Day; Elementary Students Report, Half Day and Kindergarten Open House Half Day, Half Day Staff Planning Day
S	20	Sept 2 & 5	Labor Day Recess
O	21	Oct 17-20	P-T Conferences (Conferences tentatively set for this week with pattern similar to 1992-93; Final schedule and other arrangements to be worked out by District Coordinating Council)
		Oct 21	Post Conference Recess
N	20	Nov 4	End of 1st Quarter; Half Day Elementary, Half Day Staff Records Day; Full Day Secondary Students and Staff
		Nov 24 & 25	Thanksgiving Recess
D	15	Dec 21	Last Day Before Holiday/New Year Recess
J	21	Jan 3 Jan 18	School Resumes Half Day Secondary Students, Final Exams, Half Day Staff Records Day; Full Day Elementary Students and Staff
		Jan 19	Half Day Secondary Students, Final Exams, Half Day Staff Records Day; Half Day Elementary Students, Half Day Staff Planning Day
		Jan 20	End of 2nd Quarter, 1st Semester; Half Day All Students, Final Exams Secondary; Half Records Day All Staff
F	20	Feb 27- Mar 2	P-T Conferences (Conferences tentatively set for this week with pattern similar to 1992-93; Final schedule and other arrangements to be worked out by District Coordinating Council)
M	21	Mar 3 & 6 Mar 24	Mid Winter Recess End of 3rd Quarter; Half Day Elementary, Half Day Staff Records Day; Full Day Secondary Students and Staff
A	14	Apr 13 Apr 24	Last Day Before Spring Recess School Resumes
M	22	May 29	Memorial Day Recess
J	6	June 6 & 7	Half Day Secondary Students, Final Exams, Half Day Staff Records Day; Full Day Elementary Students and Staff
		June 8	End of 4th Quarter, 2nd Semester; Half Day All Students, Final Exams Secondary; Half Records Day All Staff
		June 9	Teacher Closing Day, Full Day

Student Days = 181 Semesters = 91/90 Quarters = 46/45/43/47

All staff are to arrange with an appropriate administrator to
work an additional half day during the weeks of August 22,
January 16 or June 12 to bring total teacher days to 185.

APPENDIX C

1992 - 1993

SALARY SCHEDULE

STEP	YEARS EXPER IENCE	BA/BS	BA/BS + 20	MA/MS	MA/MS + 15	MA/MS + 30	OLD STEP
Base	0	22,472	24,108	25,738	26,965	28,205	1
0.5		23,258	24,929	26,595	27,832	29,076	
1.0	1	24,044	25,749	27,452	28,699	29,946	2
1.5		24,861	26,610	28,356	29,602	30,849	
2.0	2	25,677	27,471	29,260	30,506	31,752	3
2.5		26,491	28,327	30,163	31,410	32,653	
3.0	3	27,305	29,184	31,066	32,313	33,554	4
3.5		28,121	30,045	31,969	33,214	34,458	
4.0	4	28,936	30,906	32,871	34,116	35,360	5
4.5		29,752	31,764	33,773	35,020	36,264	
5.0	5	30,567	32,622	34,676	35,923	37,168	6
5.5		31,383	33,484	35,580	36,826	38,070	
6.0	6	32,198	34,344	36,483	37,728	38,972	7
6.5		33,013	35,202	37,385	38,630	39,875	
7.0	7	33,827	36,059	38,287	39,532	40,777	8
7.5		34,645	36,920	39,188	40,436	41,680	
8.0	8	35,462	37,780	40,090	41,339	42,584	9
8.5		36,277	38,639	40,994	42,240	43,486	
9.0	9	37,091	39,497	41,898	43,142	44,386	10
9.5		37,953	40,403	42,852	44,099	45,344	
10.0	10	38,815	41,309	43,806	45,054	46,300	11
10.5		39,771	42,319	44,868	46,119	47,371	
11.0	11	40,726	43,328	45,930	47,184	48,442	12
17.0	17	42,353	45,062	47,768	49,072	50,381	17
22.0	22	42,769	45,503	48,236	49,553	50,875	

Teachers who hold Educational Specialist or Ph.D. Degrees in educational or related fields will receive an annual stipend of \$800.

Teachers with seventeen (17) years or more experience teaching in the Oxford School District are eligible for the first longevity step.

Teachers with twenty-two (22) years or more experience teaching in the Oxford School District are eligible for the second longevity step.

1993 - 1994

SALARY SCHEDULE

STEP	YEARS EXPER IENCE	BA/BS	BA/BS + 20	MA/MS	MA/MS + 15	MA/MS + 30	OLD STEP
Base	0	23,090	24,771	26,446	27,707	28,981	1
0.5		23,898	25,615	27,326	28,597	29,876	
1.0	1	24,705	26,457	28,207	29,488	30,770	2
1.5		25,545	27,342	29,136	30,416	31,697	
2.0	2	26,383	28,226	30,065	31,345	32,625	3
2.5		27,220	29,106	30,992	32,274	33,551	
3.0	3	28,056	29,987	31,920	33,202	34,477	4
3.5		28,894	30,871	32,848	34,127	35,406	
4.0	4	29,732	31,756	33,775	35,054	36,332	5
4.5		30,570	32,638	34,702	35,983	37,261	
5.0	5	31,408	33,519	35,630	36,911	38,190	6
5.5		32,246	34,405	36,558	37,839	39,117	
6.0	6	33,083	35,288	37,486	38,766	40,044	7
6.5		33,921	36,170	38,413	39,692	40,972	
7.0	7	34,757	37,051	39,340	40,619	41,898	8
7.5		35,598	37,935	40,266	41,548	42,826	
8.0	8	36,437	38,819	41,192	42,476	43,755	9
8.5		37,275	39,702	42,121	43,402	44,682	
9.0	9	38,111	40,583	43,050	44,328	45,607	10
9.5		38,997	41,514	44,030	45,312	46,591	
10.0	10	39,882	42,445	45,011	46,293	47,573	11
10.5		40,865	43,483	46,102	47,387	48,674	
11.0	11	41,846	44,520	47,193	48,482	49,774	12
16.5	16.5	43,518	46,301	49,082	50,421	51,766	17
21.5	21.5	44,587	47,437	50,286	51,659	53,037	

Teachers who hold Educational Specialist or Ph.D. Degrees in educational or related fields will receive an annual stipend of \$900.

Teachers with sixteen and one-half (16.5) years or more experience teaching in the Oxford School District are eligible for the first longevity step.

Teachers with twenty-one and one-half (21.5) years or more experience teaching in the Oxford School District are eligible for the second longevity step.

1994- 1995

SALARY SCHEDULE

STEP	YEARS EXPER IENCE	BA/BS	BA/BS + 20	MA/MS	MA/MS + 15	MA/MS + 30	OLD STEP
Base	0	23,783	25,514	27,239	28,538	29,850	1
0.5		24,615	26,383	28,146	29,455	30,772	
1.0	1	25,446	27,251	29,053	30,373	31,693	2
1.5		26,311	28,162	30,010	31,328	32,648	
2.0	2	27,174	29,073	30,967	32,285	33,604	3
2.5		28,037	29,979	31,922	33,242	34,558	
3.0	3	28,898	30,887	32,878	34,198	35,511	4
3.5		29,761	31,797	33,833	35,151	36,468	
4.0	4	30,624	32,709	34,788	36,106	37,422	5
4.5		31,487	33,617	35,743	37,062	38,379	
5.0	5	32,350	34,525	36,699	38,018	39,336	6
5.5		33,213	35,437	37,655	38,974	40,291	
6.0	6	34,075	36,347	38,611	39,929	41,245	7
6.5		34,939	37,255	39,565	40,883	42,201	
7.0	7	35,800	38,163	40,520	41,838	43,155	8
7.5		36,666	39,073	41,474	42,794	44,111	
8.0	8	37,530	39,984	42,428	43,750	45,068	9
8.5		38,393	40,893	43,385	44,704	46,022	
9.0	9	39,254	41,800	44,342	45,658	46,975	10
9.5		40,167	42,759	45,351	46,671	47,989	
10.0	10	41,078	43,718	46,361	47,682	49,000	11
10.5		42,091	44,787	47,485	48,809	50,134	
11.0	11	43,101	45,856	48,609	49,936	51,267	12
16.0	16	44,824	47,690	50,554	51,934	53,319	17
21.0	21	46,593	49,572	52,549	53,984	55,424	

Teachers who hold Educational Specialist or Ph.D. Degrees in educational or related fields will receive an annual stipend of \$1,000.

Teachers with sixteen (16) years or more experience teaching in the Oxford School District are eligible for the first longevity step.

Teachers with twenty-one (21) years or more experience teaching in the Oxford School District are eligible for the second longevity step.

APPENDIX D

SUPPLEMENTAL PAY PERCENTAGES

All percentages below are applied to the BA/BS salary lane, with a maximum of seven years of experience credited. It is understood that neither the altered percentages and numbers below, nor the altered dollar amounts resulting from the increased salary schedule will be applied retroactively to activities which preceded ratification of this Agreement.

13%

Basketball, Varsity Head (2)
Football, Varsity Head

6.5%

Baseball, Freshman
Softball, Freshman
Volleyball, Freshman

10%

Baseball, Varsity Head
Soccer, Varsity Head (2)
Softball, Varsity Head
Track, Varsity Head (2)
Volleyball, Varsity Head
Wrestling, Varsity Head

6%

Cheerleading, Varsity
Cross Country, Asst. Varsity
Football, MS (3, 1993-94)
Football, MS (4, 1994-95)
Track, Middle School (2)
Volleyball, 8th Grade
Volleyball, 7th Grade

9%

Basketball, Junior Varsity (2)
Basketball, Freshman (2)
Cross Country, Varsity Head
Football, Assistant Varsity (2)
Football, Junior Varsity (2)
Football, Freshman Head
Golf, Varsity Head

4%

Cheerleading, Junior Varsity
Cheerleading, Spirit Squad
Cheerleading, Freshman
Cheerleading, 8th Grade
Track, Asst. Middle School
(When Team Membership
Exceeds 70 Students)

8%

Football, Asst. Freshman

3%

High School or Middle School
Intramural Sports

7%

Baseball, Junior Varsity
Basketball, 8th Grade (2)
Basketball, 7th Grade (2)
Soccer, Junior Varsity
Softball, Junior Varsity
Track, Assistant (2)
Volleyball, Junior Varsity
Wrestling, Junior Varsity

	<u>1992-93</u>	<u>1993-94</u>	<u>1994-95</u>
Freshman Class Sponsor	3%	3.5%	4%
Sophomore Class Sponsor	3%	3.5%	4%
Junior Class Sponsor	3%	4%	5%
Senior Class Sponsor	4%	5%	5%
H.S. Student Council Sponsor	5%	5.5%	6%
M.S. Student Council Sponsor	3%	3.5%	4%
Elementary Student Council Sponsor	3%	3.5%	4%
High School Yearbook (If Not Taught as Class)	6%	7%	8%
Middle School Yearbook (If Not Taught as Class)	3%	3.5%	4%
National Honor Society	3%	4%	5%
National Junior Honor Society	3%	3.5%	4%
High School Academic Team (Includes Metro League Competition, Quiz Bowl)	5%	5.5%	6%
Each H.S. or M.S. Play	3%	3.5%	4%
Each H.S. or M.S. Musical	5%	5.5%	6%

(The high school will not stage more than two plays and one musical per year; the middle school not more than two plays or one of each. No single individual may have contracts which exceed 10% per year for sponsoring the plays and the drama club at either the high school or the middle school.)

High School Band Director	9%	9.5%	10%
Middle School Band Director	6%	6%	6%
High School Vocal Director	6%	7%	8%
Middle School Vocal Director	5%	5%	5%
Elementary School Vocal Director		1%	1.5%

(If there are two separate directors at the high school the Varsity Choir director will be paid 4%, and the Choralaires director 6%. Vocal directors will be limited to 1% at each elementary school, if they serve as vocal director at more than one building.)

High School Audio-Visual	3%	3%	3%
Middle School Audio-Visual	2%	2%	2%
Driver Education Coordinator	2%	2.5%	3%
All Approved Clubs	3%	3%	3%

(The compensation and provisions relating to clubs shall be subject to the Letter of Understanding dated May 7, 1986, which is incorporated in this provision by reference. The full text of the Letter shall be available in all school offices for staff reference.)

SIGNATORY CLAUSE

This Agreement shall be in effect beginning August 31, 1992, and shall continue in full force and effect until August 27, 1995.

OXFORD AREA COMMUNITY SCHOOL
DISTRICT NO. 7
BOARD OF EDUCATION

By: Patricia L. Smith
Patricia L. Smith
Its President

By: Sandra Sandor
Sandra Sandor
Its Secretary

OXFORD EDUCATION ASSOCIATION

By: Walter Studinger
Walter Studinger
Its President

By: Barbara Facer
Barbara Facer
Its Secretary

By: Edward J. Weissner
Edward J. Weissner
Chief MEA Spokesperson

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