

AGREEMENT

between the

OAKRIDGE PUBLIC SCHOOLS

BOARD OF EDUCATION

and the

OAKRIDGE EDUCATION ASSOCIATION

Oakridge Public Schools
Muskegon, Michigan

2010-2013

The language which is shaded yellow or gray pertains to prohibited subjects of bargaining under the Public Employment Relations Act (PERA) and is not enforceable (except as to non-certificated bargaining unit members) unless a Constitutional amendment to add section 28 to Article I to the State Constitution passes and takes effect or the law otherwise changes to render the prohibited subjects of bargaining language permissible.

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AGREEMENT

This Agreement, made and entered into by and between the Oakridge Public Schools, hereinafter referred to as the "Board", "Employer" or "District" and the Oakridge Education Association, affiliated with the Michigan Education Association, hereinafter referred to as the "Association", on this 29th day of August, 2012, provides as follows:

NON-DISCRIMINATION

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

ARTICLE 1 - Recognition

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

Section 1.2 The Board agrees not to negotiate with any employees' organization other than the Association as long as the Association is recognized as the exclusive bargaining agent. Nothing contained in this Agreement shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.

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

ARTICLE 2 - Management Rights

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

- (a) To determine the number, size and location of its facilities and departments the equipment, machines, technology, material, information, data, systems, supplies and procedures to be utilized in such buildings or branches and to change or discontinue the location or use thereof.
- (b) To make all financial decisions including, but not limited to: the setting, fixing, levying, collection and administration and control of all funds; the financing and borrowing of funds; the annexation, consolidation or other reorganization of the District; and the right to maintain accounts and financial records.
- (c) To determine the organization of management and Administration and the selection of employees for promotion to supervisory and other management functions.

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

- (a) To determine methods and schedules of work, including technological alterations, the transfer or subcontracting of work, locations of work, the procedures and processes to be used.
- (b) To determine the basis for selection of employees for hiring and the basis for their retention or dismissal during the probationary period.
- (c) To maintain discipline of employees including the right to make reasonable rules and regulations for the purpose of efficiency, safe practice and discipline.
- (d) To generally direct the work of the employees, subject to the terms and conditions of this Agreement, including the right to: hire, to discharge, to suspend or otherwise discipline employees, to assign employees or transfer them to particular jobs, duties or locations either on a temporary or permanent basis; to determine the amount of work needed and job content; to lay employees off for lack of work or for other proper or legitimate reason; to determine work standards and the quality and quantity of work to be assigned; and to make such studies as it shall require in connection therewith.

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

ARTICLE 3 - Association and Employee Rights

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

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

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

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

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

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

Section 3.6 All employees shall be entitled to full rights of citizenship and no religious or lawful political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee, providing that the employee does not use the school to promote his/her religious or political beliefs.

Section 3.7 No bargaining unit member shall be disciplined without just cause.

Section 3.8 The non-renewal or termination of a probationary employee shall not be subject to Section 3.7 above. Further, discipline shall not include the discharge or demotion of a tenure teacher, as this falls under the jurisdiction of the state tenure law, and such is not subject to the grievance provision of this Agreement.

Section 3.9 If an employee is to be disciplined by an administrator, he/she may have a representative present from the Association. The employee will be notified if the meeting may result in disciplinary action.

Section 3.10 Discipline Procedures. The Employer agrees to provide the employee with written notification that is to be made a part of the employee's personnel file. In instances where the Employer desires to conduct an investigatory interview with an employee, the employee shall be entitled upon request to have an Association representative present at the interview. A copy of all disciplinary actions involving suspension or discharge will also be provided to that Association representative, unless the employee requests that the matter be kept confidential.

Section 3.11 Freedom of Information Request. The Employer is subject to and will abide by the provisions of the Michigan Freedom of Information Act, PA 442 1976, as amended.

Section 3.12 Personnel Files. The Employer is subject to and will abide by the provisions of the Bullard-Plawecki Employee Right to Know Act, Act 397, 1978, as amended. Employees will be required to sign any material of a disciplinary nature or involving complaints against the employee that are to be placed in their personnel file; provided, however, that the refusal of an employee to sign any material shall not prevent its inclusion in the personnel file. An employee's signature on disciplinary material or complaints shall not be interpreted as agreement with the disciplinary action or complaints. A statement of this effect shall precede the employee's signature.

Section 3.13 Assaults. An employee who is assaulted while in the performance of assigned duties shall promptly report the assault to the Employer. The Employer shall promptly investigate the incident and render such assistance as necessary under the circumstances, including reporting and cooperating with law enforcement authorities.

Section 3.14 Complaints Against Employees. All complaints to be included in the employee's disciplinary file must be in writing. In the event a complaint or charge is made by the person or group, against any employee, the employee shall be given full information with respect thereto and with respect to any investigation conducted by the Employer that is to be included in the employee's file.

Section 3.15 A bargaining unit member with or without his/her representative(s) will be allowed to review his/her official personnel file under the supervision of the Superintendent or his/her designee.

Section 3.16 Whenever an employee is requested by the Employer to perform duties of the Association during regular school hours, the employee shall be released from regular duties without loss of salary.

Section 3.17 Building Representative's Duties. Duties or activities of the building representative shall not be performed during work hours, except with supervisory approval, as follows:

- (a) To attend grievance meetings mutually scheduled to occur during work hours; or as otherwise agreed to in advance by their supervisor.
- (b) The investigation and presentation of grievances according to the grievance procedure established in this Agreement.
- (c) The transmission of messages and information, which shall originate with and are authorized by the Local Association or its officers.

Section 3.18 Compensation Information. Upon request and during normal business hours, the Association shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the Employer pertaining to specific grievances of employees within the bargaining unit, but this right of examination shall not permit the Association to remove any such time sheets or other records from the Employer's premises. Copies of such records shall be provided the Association upon request at the Association's expense at the usual rates.

Section 3.19 Identification of Association Officers and Representatives. The Employer shall be informed in writing of the names of the Association officers and representatives or any changes therein.

Section 3.20 Association Information Requests. Upon reasonable written request and unless restricted by law, the Employer shall make available to the Association such information necessary to assist it in the processing of grievances, administration of the Agreement and the negotiation of successors to this Agreement.

Section 3.21 Association Business. Other than during scheduled break and lunch periods or with the prior written permission of the Employer, the Association, and its representatives, including Building Representatives, may not transact Association business on school property during work hours. The Association agrees that such business shall not interfere with the operations of the Employer and the work being performed by the employees.

Section 3.22 Use of Employer Facilities and Equipment. The Association shall have the right to use the Employer's premises outside of regular school hours for Association meetings in accordance with the Employer's normal scheduling practices upon advance notice to the Administration. Any use of Employer equipment or supplies shall be upon advance approval of the Employer and reimbursement for costs.

Section 3.23 Association Communication. The Association shall have the right to distribute Association material to employees as long as the distribution does not interfere with the operations of the Employer and the work being performed by the employees. This includes the right to place Association communications in designated employee mailboxes, to utilize District e-mail (subject to District use policy), and to post notices on bulletin boards in each of the buildings.

ARTICLE 4 - Association Dues and Fees and Payroll Deductions

Section 4.1 Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties shall join the Association or pay a service fee to the Association equivalent to the amount of dues uniformly required by the members of the Association, less any amounts not permitted by law. The bargaining unit member may authorize payroll deduction for service fees or Association membership dues.

In the event the bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction the Employer shall, pursuant to MCLA 408.477, and at the written request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association under the procedure provided below. Payroll deductions made pursuant to this provision shall be made in equal amounts (as nearly as may be) from the paychecks of each bargaining unit member.

Such dues or service fees shall be deducted from the regular salaries of bargaining unit members who have a signed authorization on file with the District's business office. Payroll deductions will be for one-twentieth (1/20) of the total amount for twenty (20) consecutive pays beginning with the first pay of a school year. The Association will give prompt written notice to the District's business office of the names of any bargaining unit members who have revoked the authorization to deduct dues or service fees. Upon receipt of that notice, the District shall immediately discontinue payroll deduction of such amounts. The Association shall be responsible for reconciliation of any amounts paid or owed with the bargaining unit member.

Cash payment of dues or service fees shall be paid to the Association by October 1. By October 15 annually the Association will furnish the District with a list of bargaining unit members who have remitted membership dues or service fees directly to the Association.

Monies payroll deducted under this Article shall be remitted to the Association, or its designee, no later than fifteen (15) days following deduction.

Section 4.2 The procedure in all cases of nonpayment of the service fee shall be as follows:

- (a) The Association shall notify the bargaining unit member of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Employer in the event compliance is not effected.
- (b) If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Association may request the Employer to make such deduction pursuant to Section 4.1 above.
- (c) The Employer, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for due process hearing limited to the question of whether or not the bargaining unit member has remitted the service fee to the Association or authorized payroll deduction for same.

Section 4.3 Pursuant to *Chicago Teacher's Union v Hudson*, 106 S Ct 1066 (1986), the Association has established an "Objections to Political-Ideological Expenditures – Administrative Procedures." Those Administrative procedures (including the timetable for payment) apply only to non-Association bargaining unit members. The remedies set forth in those procedures shall be exclusive and, unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by an objecting

bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.

Section 4.4 Due to certain requirements established in recent court decisions, the Association represents that the amount of the fee charged to nonmembers, along with other required information, may not be available and transmitted to nonmembers until mid-school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or nonpayment of the representation fee by nonmembers shall be activated upon expiration of the objection period for nonmembers of the fee that given school year.

Section 4.5 The Association will certify at least annually to the District, fifteen (15) days prior to the date of the first payroll deduction for professional fees, the amount of said professional fees and the amount of service fee to be deducted by the Employer, and that said service fee includes only those amounts permitted by the Agreement and by law. It is expressly agreed that the Employer shall have no obligation to make involuntary deduction of service fees under this section until such time as the Association shall furnish the Employer with verification that the Association's "Objections to Political-Ideological Expenditures--Administrative Procedures" have been approved by the court of record in *Lehnert v Ferris Faculty Association – MEA/NEA*, 643 F Supp 1306 (Wd Mich, 1986). Further, the Association promptly agrees to notify the Employer of any future litigation where an order has been issued preventing the Association from implementing its "Objections to Political-Ideological Expenditures – Administrative Procedures" or any successor procedures pertaining to the same subject matter. In such event, the Employer shall have the right to suspend the involuntary wage deduction procedure specified herein for non-Association bargaining unit members.

Section 4.6 The Association shall indemnify and save the Employer harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Employer for the purposes of complying with the Association security/agency shop provision of this Article. The Association shall, when the Employer is sued individually or jointly, make available competent legal counsel for such defense at the expense of the Association and the Michigan and National Education Associations. The Association shall have the right to negotiate a settlement with any bargaining unit member who challenges the Association security/agency shop article provisions under this Article.

ARTICLE 5 - Grievance Procedure

Section 5.1 Definitions:

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

Section 5.2 The primary purpose of this procedure is to provide a means for securing, at the lowest level possible, equitable solutions to grievances, which may arise from or bearing on this Agreement.

Section 5.3 The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits in this Grievance Procedure are mandatory but may be extended by mutual written consent. Any complaint or grievance not initiated or appealed within the time limits provided, shall be considered as withdrawn. Any grievance not responded to by the Board or its representatives within the time limits provided may be appealed to the next step.

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

The supervisor shall, within five (5) days of the initial discussion, prepare a written summary of the case and action taken. A copy shall be provided to the employee(s) initiating the claim.

- (b) Providing the aggrieved employee(s) considers the disposition under (a) above not acceptable, he/she may file within five (5) days a formal written grievance with his/her immediate supervisor. Such written grievance shall include pertinent information and follow a format mutually acceptable to the Association and the Board. A copy may be filed with the Association Representative.
- (c) Within five (5) days of receipt of the written grievance, a representative of the Employer (who will normally be the employee's immediate supervisor), will meet with the aggrieved and his/her Association Representative in an effort to resolve the grievance.
- (d) If the grievance remains unresolved, the Association shall have five (5) days after the meeting with the immediate supervisor to appeal the grievance to the Superintendent who shall have ten (10) days after receipt of the grievance appeal to do one of the following:
 - (i) present a written disposition of the grievance to the Association Representative and grievant, or
 - (ii) present a written notice to the Association Representative and grievant that the grievance will be presented to the Board for investigation or hearing as deemed appropriate by the Board for final determination. The Board's determination shall be made not more than thirty (30) days after delivery of notice to the Association that the grievance has been referred to the Board.
- (e) In the event the disposition of the Superintendent or his designee or the Board (as is applicable) is not satisfactory to the Association, then, within thirty (30) days following the date of receipt of the disposition, the Association only, and not an individual employee, may file a demand for arbitration of the dispute with the American Arbitration Association with a copy of the demand delivered to the office of the Superintendent within the same time period, all pursuant to the following rules and conditions. If the Board acts upon a grievance at its July meeting, the Association shall have, upon written advance notice to the Board, forty-five (45) days following the date of receipt of the written disposition in which to demand arbitration according to the procedures described above.
 - (i) The grievance shall relate solely to the application and interpretation of the terms and conditions of this Agreement.
 - (ii) The arbitrator shall have no authority to add to, subtract from modify, change, alter or amend the terms and conditions of this Agreement.
 - (iii) The arbitrator shall have no authority to hear or rule nor will there be any grievance upon any one of the following matters:

- (1) If the employee or Association has filed a complaint, grievance or claim with a state or federal agency or legal forum on a matter factually or legally related, it is the parties' intent that there be an election of remedies.
 - (2) The termination of or decision not to re-employ or decision to continue on probation any probationary employee.
 - (3) The content of the evaluation of an employee.
- (f) The decision of the arbitrator, if within the scope of his/her authority as above set forth shall be final and binding.

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

Section 5.4 Either party shall be permitted representation of choice in the formal grievance process, including Association or Board representatives. The advisability of representatives shall be to serve interests of both parties in an effort to reach an appropriate solution to the problem.

Section 5.5 A grievance may be withdrawn at any level.

Section 5.6 Decisions rendered at all levels on formal written grievances shall be recorded in writing and promptly transmitted to parties of interest.

Section 5.7 All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.

ARTICLE 6 - Teaching Hours

Section 6.1 Employees are required to be on duty fifteen (15) minutes before classes begin and to remain on duty fifteen (15) minutes after classes dismiss.

Section 6.2 Employees also recognize that occasionally some building faculty meetings or a meeting with parents may extend beyond the school day. The Board agrees that any of these special meetings on any given school day will not extend any later than one (1) hour after classes are dismissed, except in case of early dismissal for District wide faculty meetings or parent-teacher conferences.

Teachers will not be required to attend more than three (3) faculty meetings per month. A fourth meeting may be scheduled by mutual agreement between the building principal and the Association Building Representative. Faculty meetings will begin not more than fifteen (15) minutes after regular student dismissal and will last not more than one (1) hour after regular dismissal time unless otherwise mutually agreed upon prior to the beginning of each school year. If a fourth meeting is held, it will not exceed forty-five (45) minutes. Such agreement shall be between the building principal and the Association Building Representative.

Section 6.3 Each high school and middle school teacher shall have no less than a thirty (30) minute, duty free, uninterrupted lunch period.

Section 6.4 Each elementary teacher shall have no less than a forty (40) minute duty free, uninterrupted lunch period.

ARTICLE 7 - Teaching Loads and Assignments

Section 7.1 Each teacher in the Middle School and Senior High School will be normally scheduled for the equivalent of five preparation periods per week. If a teacher at any grade level is regularly assigned a class during his/her preparation period, he/she will be compensated at the correct percentage of his/her base salary.

A teacher requested on a temporary basis to take a class during his/her regular preparation period will be compensated at \$24.00 per period. No payment will be made for assignment of a class or study hall in place of a regularly scheduled class.

Section 7.2 The parties recognize that in limited instances the District may determine that it is necessary to engage non-certified teachers where a regularly certificated teacher is not available and to the extent allowed under the Revised School Code or administrative regulations of the Michigan Department of Education.

Section 7.3 Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignment in the secondary grades, will be notified and consulted by their principals prior to May 31st whenever possible.

Teachers will be notified of any assignment changes after that date as soon as practicable. In the event that vacancies in teaching positions arise after the completion of the assignment process, they will be posted and filled in accordance with Article 11 of this Agreement.

Section 7.4 The Board agrees at all times to maintain a list of substitute teachers. Teachers shall be informed of a telephone number they may call at least one and one-half (1½) hours before school except in any emergency to report unavailability; it shall be the responsibility of the Administration to arrange for a substitute teacher when feasible.

Section 7.5 Employees who perform administrative duties shall be compensated for such work. The Superintendent and the OEA President will negotiate compensation on a case by case basis.

Section 7.6 Special education teachers who are requested to assist with academic scheduling shall be provided released time for that purpose or compensated at the rate specified in Section 7.1 if the work is performed outside of regular duty hours.

ARTICLE 8 - Teaching Conditions

Section 8.1 Pupil-teacher ratio is an important aspect of an effective educational program. The Board agrees to use reasonable means to meet the guidelines set forth below, considering the District's finances, program/service needs and facilities.

Section 8.2 The following guidelines shall be used:

(a) Grade Level

Early Kindergarten	18 pupils per class
Kindergarten	21 pupils per class
Teamed Inclusion Rooms	32 pupils per class
Grade 1	21 pupils per class
Grades 2 and 3	25 pupils per class
Grades 4 through 6	29 pupils per class
Grades 7 through 12	34 pupils per class
	(daily maximum of 160 pupils)

(b) Exceptions to above class size guidelines:

- (1) Classroom areas designed to accommodate a lesser number of students than is set forth in the guidelines in (a) above because of limited facilities or for safety reasons may be reduced to a number as determined by the District.
- (2) General Ed Teamed Classrooms may not exceed twice the guidelines in (a) above.
- (3) Large-sized classes (secondary physical education, band and vocal music) are exceptions to the guidelines in (a) above.

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

- (1) Mutual consent between the teacher, the Administration and the Association representative that the enrollment is not adversely impacting staff and students.
- (2) Professional staff may be added.
- (3) Paraprofessional time may be made available.
- (4) Overload compensation will be paid in the amount of \$10 per day per student (pro-rated for secondary teachers) in excess of the above limits.
- (5) Other mutually acceptable solutions.

In the event that there is not agreement on the adoption of a solution where guidelines have been exceeded, subparagraph (4), above, shall be the default remedy for the first three (3) students in excess of the guidelines specified in Section 8.2(a) of this Article, except for Grades K-1, as specified below.

In the event that enrollment in Grades K-1 exceeds 21 pupils, the remedy for student 22 shall be (c)(4) above. If enrollment in Grades K-1 is 23 or above, three (3) hours of daily paraprofessional time will be provided (1.5 hours for each Kindergarten section).

In the event that enrollment at the elementary level (with the exception of Grades K-1) exceeds the above guidelines by three (3) or more students, the default remedy will be subparagraph (c)(3), above.

- (d) Where more than one placement is possible to fulfill the terms of a student's IEP, reasonable effort shall be made to equalize the distribution of special education pupils within grades or classes at an elementary or secondary facility.
- (e) In grades K-12, when there are four or more (4) students with IEPs in a regular education classroom and the regular education teacher is required to implement specific accommodations under the terms of those IEPs, a meeting with an administrator and the special education teacher(s) will be held within thirty (30) days of the request of that regular education teacher to assess the implementation of the IEPs and to consider support that may be extended to the regular education teacher in furtherance of that purpose.

Section 8.3 The following standards shall apply to teamed inclusion rooms (except during the 2012-13 School Year when they are temporarily suspended):

- (a) The team will include a regular education teacher and a special education teacher all day.
- (b) A paraprofessional will be employed half time to assist in the instruction of the students in the teamed classroom. If the guidelines in Section 8.2 are exceeded, the paraprofessional will be employed full-time. When the paraprofessional is absent, a substitute paraprofessional will be employed, if possible.
- (c) If either team teacher is absent, every effort will be made to secure the services of a substitute teacher. Neither teaming member will be required to substitute in another class.

(d) Team teachers will be afforded 1/2 day per month September through May for planning time without students.

(e) Team teachers are not obligated to continue in the teamed assignment provided that requests for reassignment are given to the administration by June 30 of the preceding school year. The teacher requesting to leave the team will be considered for transfer to any concurrently open vacancy (i.e. on or before June 30), with application being made under the provisions of Article 11 of this Agreement. If there is no vacancy available, the teacher may request up to one (1) year unpaid leave of absence if he/she does not wish to continue in the teamed assignment.

Any opening resulting from the departure of a team member will be posted as a vacancy and filled in accordance with the applicable provisions of Article 11 of this Agreement. If a vacancy on a team cannot be filled after posting, the District has the right to fill the vacancy by transferring the least senior teacher with the requisite certification and qualification. It is understood that in filling vacancies in teamed assignments, the District will also consider the ability of the teamed faculty members to work together in an effective and constructive manner.

(f) Classrooms which will house teams of teachers will have reasonably proximate additional accessible space suitable for use as a classroom.

(g) Every effort will be made to insure that no more than 45% of the students instructed in the teamed classroom will be special education students.

Section 8.4 When a student who is eligible for special education services is to be placed in a regular education classroom, all teachers of the grade or class in which the child is to be placed in will be notified of the placement and provided with a copy of the student's Individual Education Program (IEP) for implementation purposes..

Section 8.5 The Employer shall furnish without charge one gym uniform (shirt and pants) for each physical education teacher, and one smock for each art, home economics, industrial arts and science laboratory teacher. The type, quality and cost shall be subject to Employer approval. Each teacher receiving a uniform or smock shall be responsible for cleaning same. Each teacher who is eligible to receive a uniform or smock must requisition same during the first month of his/her current contract.

Section 8.6 When the Employer deems it possible, it shall make available in each school lunch room, restroom and lavatory facilities exclusively for employee use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge.

Section 8.7 Telephone facilities shall be made available to employees in performance of duties incident to their position. Toll calls shall require authorization of the building principal. Use of telephones for personal matters, except in emergency situations, shall be at times other than when assigned responsibility for students. Personal toll calls may not be charged to School District telephones.

Section 8.8 Each employee shall have emergency lesson plans available for use by a substitute teacher, subject to the reasonable policy of the building administrator.

Section 8.9 Each employee shall refrain from discussing matters of a personal nature during class time that are not germane to the subject under study with his/her students.

Section 8.10 Each employee shall fully, faithfully, and properly perform his/her duties in the position(s) to which he/she is assigned. The Association shall not condone any action by an employee who refuses to perform legitimate duties and responsibilities assigned in his/her contract and in this Agreement.

Section 8.11 Each elementary teacher shall have 45-minutes continuous block of daily planning time. Time prior to the start of the student day and recess will not be counted as a portion of the planning time block. It is understood that deviations from this understanding would require the consent of the teacher and principal.

ARTICLE 9 - Inclement Weather Days

Section 9.1 The Board shall have the right to reschedule all scheduled days and hours of student instruction which are not held because of conditions not within the control of school authorities, such as severe storms, fire, epidemics, utility power unavailability, water or sewer failure, or health conditions (as defined by city, county, or state health authorities) as well as to ensure the amount of student instruction as prescribed by Michigan law and no loss of state aid. Employees shall be excused from reporting for school on those days and hours which are cancelled due to the above conditions.

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

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

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

ARTICLE 10 - Curriculum Improvement Programs

Section 10.1 The Board and the Association encourage and support the concept of continued curriculum improvement efforts designed to assist the School District to reach its mission. Any outcomes from curriculum improvement efforts that call for changes in any of the provisions of this contract or affect wages, hours, terms or conditions of employment must be agreed to by both the Board and the Association.

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

Section 10.2 Teacher representatives on building committees shall be selected mutually by the building Principal and the Association. Teacher representatives on District wide committees shall be mutually selected by the Administration and the Association President.

Section 10.3 It is understood that each building curriculum improvement committee shall consist of teaching faculty, the Principal, and parents if possible.

ARTICLE 11 - Vacancies and Transfers

Section 11.1 A "vacancy" shall be defined as a bargaining unit assignment that is either newly created or is permanently open because it has no incumbent. A vacancy will be posted (or notification to the Association that the position will not be filled will occur) not more than fifteen (15) days after the vacancy occurs. If a vacancy occurs after August 15, it will be posted as a temporary position for the current year and then it will be reposted as a permanent position at the conclusion of that school year if the position still exists.

Section 11.2 A written list of teaching vacancies for the school system will be provided the OEA Building Representatives at such time the position(s) are open. Such positions shall be posted in building faculty lounges for at least six (6) working days during the regular school year. During the summer break the Association President shall be notified of all openings as soon as practicable. During the summer months (until August 15) postings will not expire until fifteen (15) days after such notification has been sent. Teachers who wish such notice shall register with the Superintendent's office prior to leaving school for the summer to receive such notice. Notice of administrative positions for which a teacher may wish to apply shall be posted in like manner.

Teachers desiring to apply for vacant teaching assignments must do so prior to the posting deadline. The Board is not obligated to post a vacancy where a teacher on recall status who is certified and qualified for that vacancy has been recalled or where a position is to be eliminated through attrition.

Section 11.3 The filling of vacancies and action for transfers affecting employees will be with full regard and consideration for applications from bargaining unit members first and then other applications received.

Section 11.4 The Board has the right to evaluate qualifications of all candidates for positions and select the one it considers best qualified, utilizing the following criteria:

certification (or approval, as applicable); satisfaction of applicable standards for a "highly qualified" teacher under the No Child Left Behind Act (and its implementing regulations); academic preparation and attainment; teaching experience and other relevant vocational experience; evaluations; disciplinary record; length of service in the District. If qualifications of applicants are equal, internal applicants will be given preference.

Section 11.5 Involuntary transfers will only be made as is necessary to meet the educational needs of the District or to improve the performance of a teacher.

ARTICLE 12 - Reduction of Personnel, Recall and Seniority

Section 12.1 For the purpose of this Article the following definitions shall apply:

- (a) "Personnel reduction" or "layoff" shall mean a reduction in the bargaining unit.
- (b) The term "Seniority" as hereinafter used shall be the length of the continuous service commencing with the last date of hire with the Oakridge School District. Credit given for outside teaching experience in other districts shall not be considered for the purpose of accumulating seniority.
- (c) "Continuous service" means such service was not interrupted by a break in service except by leave of absence or layoff. A laid off employee is not entitled to experience credit during the time of layoff towards advancement on the salary schedule but shall receive seniority credit for the time spent on layoff. Time spent on an unpaid leave cannot be added to the employee's seniority, except for military leaves.

Section 12.2 Procedure for reduction of personnel:

- (a) The Board, realizing that education, curriculum and staff to a large degree depends upon many factors may find it necessary to reduce the educational program, curriculum or professional staff
- (b) It is hereby specifically recognized that it is within the sole discretion of the Board of Education to reduce the educational program, curriculum and professional staff when necessary.
- (c) The following procedure will be used in the event of layoff:

1. Probationary employees in the affected grade level (K-6) or department (7-8 and 9-12) will be laid off first and on the basis of seniority provided the remaining teachers are certified and qualified to teach the remaining curriculum. If there are no probationary teachers in the affected grade level or department, proceed to (c)(2) below.
2. In the event tenure teachers must be laid off, the least senior teacher in the affected grade level (K-6) or department (7-8 and 9-12) will be identified for layoff, provided the remaining teachers are certified and qualified to teach the remaining curriculum.
3. Any teacher(s) displaced by a reduction accomplished through the procedure set forth in (c)(1) and (c)(2) above, has/have the right to bump a less senior teacher occupying an assignment for which the more senior displaced teacher is certified and qualified.

However, in the event that a reduction decision is made after the date which is ten (10) days prior to the first teacher work day in a school year, the displaced teacher(s) shall have the right to bump the least senior teacher occupying an assignment in the affected grade level (K-6) or department (7-8 and 9-12) for which the more senior displaced teacher is certified and qualified.

Provided, nothing in this provision shall entitle a more senior probationary teacher to bump or displace a less senior tenure teacher where the two teachers are both certified and qualified to hold an assignment.

4. This layoff procedure may result in bumping. This bumping, or any transfer and/or reassignment resulting from this bumping will not be subject to the grievance procedure.

5. Individual employees affected will be notified in writing as soon as it is practicable.

Section 12.3 Procedure for recall:

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

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

- (c) "Qualified" shall be based on one or more of the following criteria where applicable:
 1. A major or minor in the subject(s) to be taught (grades 7-12) and in special subjects (except technology) in grades K-6; and
 2. Meeting all applicable standards for a "highly qualified" teacher under the No Child Left Behind Act of 2001, including the NCLB Final Regulations, 34 CFR 200.55-200.56, and the Michigan Definition for Identifying Highly Qualified Teachers (as approved by the State Board of Education) by the effective date of those requirements for the teacher.
- (d) Any employee on layoff shall be notified by registered letter of the first recall from layoff occurring in a vacancy for which he/she is certified and qualified. If there is not acceptance in writing of such appointment within five (5) days from the time of receipt of the notice of the right to such appointment shall be forfeited.

- (e) Recall rights, for each employee who does not have tenure rights under the Michigan Teachers' Tenure Act, shall continue for a period of time equal to his/her seniority not to exceed three (3) years.

Section 12.4 The Administration will prepare a tentative teacher seniority list including certification and length of service by October 1 of each year. Such list will be provided to the Association President and posted in each school building. Corrections will be submitted in writing to the Administration by November 1 of each school year. Corrections which are agreed upon will be incorporated into the list and a final list will be provided to the Association President, and provided electronically to the membership as a whole by November 15 of each school year.

ARTICLE 13 - Paid Leaves of Absence

Section 13.1 Definition of Terms.

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

Section 13.2 (a) Employees who are employed at the beginning of a given school year shall be granted ten (10) days of sick leave when they begin employment. Unused sick leave days can be accumulated to one hundred fifteen (115) days. Provided, that any bargaining unit member who has accumulated more than one hundred fifteen (115) sick leave days as of October 1, 2004 shall be allowed to retain that accumulation. In the latter circumstance, no further accumulation of unused sick leave days will be allowed, so long as the individual remains above the one hundred fifteen (115) day ceiling.

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

- (b) Employees who begin employment after the beginning of the school year shall be granted sick leave days proportionate to the number of days worked in relation to the total amount of teacher work days in that school year.
- (c) No sick leave for the current year will be paid to an employee before starting to fulfill the terms of his contract. Accumulated sick leave for previous years will be paid to an employee who is sick at the beginning of the school year. Payment will be based on the previous year's contractual salary.

Section 13.3 Each employee on Steps 1 through 12 of the salary schedule will be granted two days of personal business leave each year and each employee on Step 13 and above of the salary schedule will be granted three days of personal business leave each year (effective with the 2006-2007 school year) providing that these days cannot be used the first or last day of the school year, on a Friday and the following Monday, on the day before or the day after a holiday, holiday connected weekend, or vacation period. This leave shall be used only in situations for conducting personal business. A liability waiver must be signed acknowledging that during the period of this leave the employee will not be acting on behalf of the Board and therefore the employee releases the Board from any liability that may result therefrom.

These days are unrestricted but a 48-hour notice must be given to the building Principal prior to the personal leave day, except in the case of an emergency. A per diem deduction will be made from the employee's pay if such notification is not given. The number of employees who can use their personal business day on the same date shall be determined by the building Principal.

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

Section 13.4 Absences not covered by the sick leave or personal leave policies will result in a deduction in pay computed on a per diem basis.

Section 13.5 The Principal and/or the Superintendent shall receive certification verifying a claim for compensation for absence, keeping a record of the dates and causes for said absence.

Section 13.6 No employee shall absent himself/herself from regular duties for causes other than personal illness or disability, death in immediate family, or death of a relative, except with permission of an administrator.

Section 13.7 Any absence for causes other than those set forth in the preceding sections and paragraphs shall be subject to conference between the absentee and the Superintendent who shall determine what compensation, if any, shall be made for such absence, his/her decision being subject to approval by the Board of Education.

Section 13.8 Absence due to inclement weather conditions will not be counted as sick leave or personal business if schools are closed for this purpose.

Section 13.9 When school is in session, employees who are absent during extreme weather conditions, will have deductions made in their contractual salary on a per diem basis. The Administration may request evidence to substantiate illness.

Section 13.10 A physician's verification of illness or disability may be required to receive credit for pay purposes when an illness or disability exceeds three (3) days duration or where the Employer reasonably suspects misuse or abuse of leave.

Section 13.11 Leave of absence with pay chargeable against the employee's accumulated sick leave will be granted for the following:

- (a) Personal disability or illness of the employee.
- (b) Illness or emergency in the immediate family of the employee, provided permission is granted by the Administration. Employees using more than ten (10) days per fiscal year shall provide a medical statement that the employee is medically needed.
- (c) Medical or dental appointment which cannot be taken care of outside school hours.
- (d) A maximum of three (3) days for the death of a relative.
- (e) An employee may be given a maximum of three (3) days to attend funeral services of a person whose relationship to the employee warrants such attendance. The employee is obligated to get approval of the Administration prior to such leave.
- (f) An employee who is absent because of an injury or illness compensable under the Michigan Worker's Disability Compensation Act shall have a choice of receiving only the compensation insurance payment or the compensation insurance payment and the difference between the compensation payment and his/her regular salary, to the extent of the employee's accumulated sick leave. If the employee chooses the payment of the difference by the Board, deductions will be made from the employee's accumulated sick leave days at a rate of one-third (1/3) day for each full day of absence until the accumulated sick leave has been used.
- (g) Additional absences shall result in deduction of pay on a per diem basis.
- (h) Each employee will be given a statement with his last check in June as to the amount of sick leave days accrued at that date and to be credited to him at the beginning of the following school year.
- (i) When subpoenaed as a witness and the employee has no personal business days available.

Section 13.12 Leave of absence with pay not chargeable against sick leave shall be granted for the following:

- (a) The Board agrees that in the event of the death of a school employee the school should extend the proper expression of sympathy which would include allowing some employees, who so desire, to attend the funeral services. Employees requesting such leave shall be required to give at least 24 hour notice that they would like to attend said services. The Administration has the right to determine the number of employees to be excused.
- (b) Absence when an employee is called for jury duty and required by law to serve on a jury, but payment shall be the employee's normal pay less the jury pay excluding reimbursements for reimbursed travel and expenses. The employee shall furnish record of jury pay.
- (c) Court appearance as a witness when requested by the School District, in litigation connected with the employee's employment by the District.
- (d) Approved visitation at other schools or attendance at educational conferences or conventions for which approval has been given in advance by the Board.
- (e) Time necessary to take a mandatory physical examination as required by law.
- (f) A maximum of five (5) days for a death in the immediate family of the employee or a relative who lives in the home of the employee.
- (g) Whenever an employee is requested by the Board to perform duties of the Association during regular school hours the employee shall be released from regular duties without loss of salary.

Section 13.13 Job Sharing may be made available on an ad hoc basis by mutual agreement of the employees involved and the Board. For example, two employees may wish to teach half-time rather than full time, combining their efforts in teaching the same group of students over a given period of time. The length of the job sharing arrangement, and other considerations would require the mutual agreement of the employees, the Association and the Board.

Section 13.14 Up to ten (10) days per year, July 1 to June 30, may be used for Association business including participating in negotiations or attending Association meetings or conventions. The Association and Employer shall share the cost of the employee's wages, retirement and substitute costs, if any. Association leave requests shall be made five (5) business days in advance to the Superintendent's office, except in case of emergency. The Superintendent may grant up to five (5) employees Association leave for any particular day.

ARTICLE 14 - Unpaid Leaves of Absence

Section 14.1 A maximum leave of absence of one (1) year without pay shall be granted a tenure teacher desiring to further his/her education, providing said education is in a field of study related to the teacher's assignment. Said leave of absence will not be given to the teacher to qualify him/her for other teaching and administrative assignments. When said teacher provides evidence of completion of the educational experience for which the leave was given, the regular salary increment for this year shall be allowed. An increment will not be given to the teacher who does not complete a full year of additional educational experience as prescribed in the request for said leave which has been approved by the Board.

Section 14.2 Military leave of absence without pay shall be granted according to the provisions of Michigan and federal law. A teacher shall be entitled to the salary increments and seniority for military service time. Employees required to fulfill annual training duty with reserve units, which conflict with the school calendar, shall be given leave without pay.

Section 14.3 Employees who are elected officers of the State or National Association shall be given a leave of absence without pay for purposes of performing duties of the Association. Employees given such leave of absence shall not be given credit for annual salary increment. Such leave shall not exceed the term of office held by the employee.

Section 14.4 With at least thirty (30) days written notification to the Board (shorter notice will be accepted where the need for leave is not foreseeable), stating the nature of the child care or emergency situation, any employee who has at least one (1) year of employment will be given a maximum unpaid leave of absence of up to one (1) year for personal disability, for child care or immediate family emergencies. Said employee will forfeit all rights to re-employment if he/she accepts other employment during the leave of absence.

Section 14.5 (a) An employee who has been employed five (5) years in the Oakridge Public Schools can request a one (1) year unpaid leave of absence if the certain criteria and procedures outlined below have been met. Each request for the unpaid leave of absence will be considered on its individual merits. The applications shall be submitted in accordance with the provisions of this Article. The particular circumstances surrounding each leave will be reviewed by the Board with the understanding that its decision will in no way establish a precedent. The decision of the Board as to whether such leave shall be granted is final.

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

Section 14.6 The following conditions shall apply to all of the above unpaid leaves of absence referred to in this Article:

- (a) Salary increment shall not accrue (except for military leaves and leaves taken under the Family Medical Leave Act after August 31, 2004) but position on the salary schedule shall be retained. Position shall be determined as that held by the employee at the time the leave was granted.
- (b) Sick leave shall not accrue, but unused sick leave days held at the start of the leave shall be reinstated upon return.
- (c) Other fringe benefits shall not be paid, except as otherwise required for employees eligible under the Family and Medical Leave Act.
- (d) Requests for unpaid leaves shall be in writing at least sixty (60) calendar days preceding the start of the leave, except for leaves taken under the Family and Medical Leave Act where thirty (30) days notice is required for foreseeable leaves.
- (e) The employee on leave must give written notice that he/she desires to return to work ninety (90) days prior to the end of the leave of absence and may return at the beginning of the school year or at the beginning of the second semester unless agreed otherwise by the employee and the Superintendent.
- (f) Teachers returning from leave under this Article shall be entitled to the following reinstatement rights:
 - (1) Teachers returning from military leave or leave taken under the Family and Medical Leave Act will be reinstated to their former assignments (or to an equivalent assignment for which they are certified and qualified) at the conclusion of those leaves, to the extent required by those statutes.
 - (2) Tenure teachers returning from leaves, other than those leaves referred to (f)(1) above, shall be reinstated to the position held by the least senior teacher assigned to a position for which the returning teacher is both certified and qualified.
 - (3) Probationary and other non-tenure bargaining unit members returning from leave, other than those leaves referred to in (f)(1) above, shall be reinstated to the next vacant position for which the bargaining unit member is certified and qualified. Vacancies filled in this manner will not be posted under Article 11 of this Agreement.
 - (4) For purposes of this subsection, the term "qualified" shall be defined as in the layoff and recall procedures of this Agreement, found in Article 12.

ARTICLE 15 - Teacher Evaluation

Section 15.1 The intended purpose of the evaluation process is to promote a high quality educational program for students and to promote continuous teacher growth in instructional effectiveness.

Section 15.2 The evaluation of teachers shall be by the immediate supervisor or another administrator designated for such purpose.

Section 15.3 Teacher evaluation shall include measurement of the following:

- (a) Knowledge of subject matter;
- (b) Techniques/methods of discussion;
- (c) Classroom/pupil management;
- (d) Relationships with pupils, parents and colleagues; and
- *(e) Physical and mental capability of performing essential job functions.

*It is recognized that this criterion, while pertaining to the teacher's ability to perform his/her duties, may involve assessment by and consultation with healthcare professionals.

The existing instrument and language will remain in effect until altered by agreement between the District and the Association.

Section 15.4 All formal/written monitoring or observation of the work of a teacher shall be conducted openly and with the full knowledge of the teacher. The formal classroom observation shall not be made on the day before or the day after a holiday or vacation period, during the first or last (2) weeks of the school year, or on days where special school events or holiday activities are scheduled. Assignments outside a teacher's area of certification shall not be evaluated, except where certification is not required to be held for the assignment.

Section 15.5 A uniform schedule of a formal evaluation will be used by all administrators.

- (a) An evaluation cycle shall be defined as having: (a) a pre-observation conference; (b) work site/classroom observation(s) to be preceded by at least forty-eight (48) hours advance notice (unless advance notice is waived by the teacher); (c) post-observation conference; and (d) a written evaluation which will result from both formal classroom observations as well as verified assessment of the criteria set forth in Section 15.3(d), above.
- (b) Each probationary teacher shall be evaluated in writing not less than twice each year of his/her probationary period. The annual year-end performance evaluation shall be based on, but is not limited to, at least two (2) classroom observations held at least sixty (60) days apart, unless a shorter interval between the two (2) classroom observations is mutually agreed upon by the teacher and the evaluator. All probationary teachers shall have an Individualized Development Plan.
- (c) Not less than sixty (60) days before the end of the teacher's probationary year, the Board shall provide the probationary teacher with a definite written statement as to whether or not his/her work has been satisfactory. Failure to submit a written statement shall be considered as conclusive evidence that the teacher's work is satisfactory. Any probationary teacher or teacher not on continuing contract shall be employed by the ensuing year unless notified in writing within the time limit specified above that his/her services will be discontinued due to unsatisfactory performance.
- (d) Tenured teachers shall be evaluated not less than once every three (3) years. Tenured teachers shall be notified in writing by September 30 in the year they are to be evaluated. If a tenure teacher is performing at a less than satisfactory level and is to be re-evaluated more frequently than once in three (3) years, he/she will be given a written explanation of the need for the additional evaluation at least thirty (30) days prior to the commencement of the evaluation cycle described in Section 15.4
- (e) Within five (5) school days after each classroom observation, the administrator and the teacher will meet to discuss the observation, if requested by either party. Any behavior needing improvement shall be identified by the administrator and supported by observations. The administrator shall identify specific ways in which the teacher is to improve.
- (f) No later than fifteen (15) school days after the post-observation conference, the evaluator shall prepare the written evaluation. The teacher shall sign and be given a copy of the evaluation report. In no case shall the teacher's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation.

A teacher may submit a self-evaluation if desired and/or if he/she disagrees with the evaluation, may submit a written response which must be submitted within fifteen (15) school days of receipt of the evaluation and which shall be attached to the file copy of the evaluation report in question. The final formal/written evaluation document, together with the teacher's written response (if any), is to be placed in the teacher's personnel file.

(g) Each teacher's evaluation shall include at the conclusion of the report, the statement:

Considering all factors, the work performance of this teacher is:
(check one)

satisfactory

unsatisfactory

tenure teacher performing at less than satisfactory level, to be placed on IDP in accordance with Section 15.6

Section 15.6 If a tenure teacher has received a less than satisfactory performance evaluation, the evaluator, in consultation with the teacher, shall develop an Individual Development Plan (IDP) having the purpose of performance remediation.

The IDP will contain performance objectives, will specify the area(s) needing improvement, will offer specific suggestions for improvement and will designate forms of assistance to be provided by the administrator or other sources. The evaluating administrator and tenure teacher shall be jointly responsible for implementing the IDP.

The IDP shall specify a time interval for desired performance remediation, not to be less than ninety (90) work days or exceed one hundred eighty (180) work days. Further evaluations shall follow the evaluation cycle designated in Section 15.5.

Section 15.7 The parties agree that evaluation of teachers shall be done in an ethical manner. Use of public address systems for evaluation purposes shall be prohibited unless mutually agreed to in writing by both parties.

ARTICLE 16 - Protection of Teachers

- Section 16.1 The Board and the Association recognize that classroom management is a joint responsibility. The Board will give all reasonable support and assistance to employees in the maintenance of classroom management. The Association recognizes that in large measure, the employee's effectiveness in the classroom is governed by his/her ability to effectively manage the students. Failure to maintain control in the classroom will be addressed in connection with the process of teacher evaluation under Article 15 of this Agreement.
- Section 16.2 Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, or related specialists, not employed by the Oakridge School District, it is the employee's responsibility to report the need to his/her building Principal. The Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil. The Board reserves the right to determine what is reasonable.
- Section 16.3 Any case of assault by or upon an employee shall be promptly reported to the employee's immediate supervisor. The Administration will promptly investigate the complaint and take whatever action is reasonably necessary to protect the employee.
- Section 16.4 If a teacher is sued by reason of disciplinary action taken against a student, the Board will offer to supply legal counsel of its selection and render all reasonable assistance to the defense of the employee, providing the employee's action was in conformance with existing school policies. If the employee does not accept the counsel provided, there shall be no further responsibility under this section for the Board to provide counsel or assistance.
- Section 16.5 Complaints by a parent that are of a nature that could result in an adverse evaluation or discipline of an employee shall be called immediately to the attention of the employee.
- Section 16.6 The Board will supply workers compensation and employer's liability insurance for employees.
- Section 16.7 Claims for loss, damage or destruction of an employee's personal property may be submitted to the Board, who will consider each case on its individual merit.
- Section 16.8 No polygraph or lie detector device shall be used in any investigation of an employee.

ARTICLE 17 - Mentor Teachers

- Section 17.1** A Mentor Teacher shall provide professional support, instruction and guidance to a teacher who is required to have a mentor under Section 1526 of the Revised School Code. The purpose of the Mentor assignment is to provide an experienced colleague who can offer assistance, resources, information and a voice of experience and insight.
- Section 17.2** A Mentor Teacher must be an experienced educator who demonstrates instructional expertise, ability to work well with colleagues, continuous learning and preparation, and is skilled at providing instructional support.
- Section 17.3** The Mentor Teacher shall be available to provide professional support, guidance, and instruction to the mentee. The Mentor Teacher shall make periodic reports to the District's Administration regarding the type (i.e. general description of contact) and extent of his/her contact with the mentee during the existence of the mentor/mentee relationship.
- Section 17.4** The Mentor Teacher shall be a tenured teaching member of the bargaining unit, with five (5) or more years of teaching experience and satisfactory evaluations. There are no guarantees inherent to the selection process of a Mentor Teacher position. Mentor Teachers shall be selected from a list of applicants for the position. The Association shall review the list in consultation with the administration.
- Section 17.5** Mentor Teacher position(s) shall be posted within ten (10) school days after hiring a probationary teacher new to the profession.
- Section 17.6** To the extent possible, probationary teachers shall be assigned mentors working within their building and area(s) of certification. In the event a vacancy cannot be filled because of a lack of qualified Mentor Teacher applicants, the District may fill the vacancy from any source. The District will provide a mentor with notification to the Association of assigned mentors.
- Section 17.7** A mentor will be assigned to not more than two (2) mentees at a time. A mentee shall be assigned only one (1) mentor at a time.
- Section 17.8** The Mentor Teacher assignment shall be for one (1) school year subject to review by the Mentor Teacher, the mentee and Administration. At the end of each school year, the match will be reviewed with notification to the Association.
- Section 17.9** Neither the Mentor Teacher nor the mentee shall be permitted to participate in any matter related to the evaluation of the other.

ARTICLE 18 - No Strike Clause

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

ARTICLE 19 - Compensation

Section 19.1 Salary

- (a) The salary schedules for 2010-11, 2011-12, and 2012-13 are attached as Schedule A. Step level advancements will be paid to eligible teachers for the 2010-11 school year.

Effective with the conclusion of the 2010-2011 school year, teachers shall remain at their step level placement as of the 2010-2011 school year and shall not thereafter advance steps except under the conditions provided below. If and when step advancement occurs after 2010-2011, a teacher eligible for step advancement will move to the next step in relation to their 2010-2011 step placement. Teachers shall be eligible for lateral column advancement prospectively based upon academic attainment. When the Agreement is not in effect lateral column advancement shall occur unless prohibited by law. Retroactive pay for lateral column advancements shall be awarded if allowed by law.

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

Section 19.2 Eligibility for mid-year schedule conversion by an employee for pay purposes is dependent on declaration of intent by September 1 of the school year in question. Employees who earn college credits prior to the end of the first semester of the school year, which would give them sufficient credits to meet the minimum standards of a new salary track, will be paid the prorated salary increase for the second semester of the school year. The employee must provide proof of college credits and/or completion of degree requirements by March 1 of said school year.

Section 19.3 Each employee will be given a statement with his/her last check in June as to what steps of the salary schedule he/she shall start at the beginning of the following year.

Credit for vocational experience:

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

Section 19.4 Longevity

Employees who have reached the 12th step of the salary schedule and have at least thirteen (13) years of experience prior to that date, with at least five (5) of those years of experience in the Oakridge District, will be paid an additional amount as depicted on the following schedule.

Movement to a longevity level or within longevity levels is subject to the same conditions specified in Section 19.1 for step level advancement. Longevity advancements will be paid to eligible teachers for the 2010-2011 school year. Effective with the 2011-2012 school year teachers will remain on their 2010-2011 longevity step and will subsequently advance to or within longevity levels under the conditions set forth in Section 19.1.

2010-11, 2011-12, and 2012-13 LONGEVITY SCALE

LONGEVITY STEP	INDEX	BA BASE \$38,133	MA BASE \$40,235	MA+30 BASE \$40,695
13	5.55	\$2,116	\$2,233	\$2,259
14				
15				
16	6.55	\$2,498	\$2,635	\$2,666
17				
18				
19	7.55	\$2,879	\$3,038	\$3,072
20				
21				
22	8.55	\$3,260	\$3,440	\$3,479
23				
24				
25	9.55	\$3,642	\$3,842	\$3,886
26				
27				
28	10.55	\$4,023	\$4,245	\$4,293
29				
30				

Section 19.5 Salary Placement and Benefits of Part-Time Teachers

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

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

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

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

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

Section 19.6 An employee who works one-half (1/2) a school day will be given one-half (1/2) experience credit for each school year completed. An employee who works one semester will be given credit for one-half (1/2) of a year of service. Employees who do not work a full day or a full year will only be entitled to benefits which corresponds with the proportion of time they work in comparison with full time, full year work, rounded to the nearest 0, one-half (1/2) or (1) (i.e., no benefits, one-half of benefits, or full benefits). Example: An employee who works one-half (1/2) day or one semester will only be entitled to one-half (1/2) of benefits of a person working a full day and a full year.

Section 19.7 Schedule B

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

Section 19.8 Any teacher who is at the top of any degree column of the salary schedule, not including longevity, upon retirement from the Oakridge School District shall be entitled to the following rate of reimbursement for accumulated sick days.

First 150 days (1 - 150)	\$ 9.50 per day
Next 50 days (151 - 200)	\$13.00 per day
Next 50 or more days (201 plus)	\$17.00 per day

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

Effective July 1, 2005 reimbursement under this provision will be limited to 115 days unless the employee retires with ten (10) or more years of service with the District.

Section 19.9 Teachers required in the course of their work to drive private automobiles shall receive a car mileage allowance equal to the current allowance, as established by the Internal Revenue Service.

ARTICLE 20 - Fringe Benefits

Section 20.1 The Board shall provide to the employee who works full time the following MESSA insurance for a full twelve (12) month period for the employee and his/her entire family and any other eligible dependents, as defined by MESSA. The employer shall sign an Employee participation agreement.

Employees taking Plan A will continue to contribute the amount of the premium increase which became effective July 1, 2011 through August 31, 2012 for the following Health, Dental, Life, Vision and LTD coverage through payroll deduction:

Plan A coverage effective July 1, 2010 - August 31, 2012 - For employees electing health insurance:

SuperCare 1 (Revised-2003) (Preferred Rx). This plan shall have a \$5/\$10 prescription co-pay, \$100/\$200 deductible, with employee paying the premium difference between SuperCare 1 and MESSA Choices II \$10/\$20, based on employee status (single, two-person, family).

OR

MESSA Choices II with a \$10/\$20 prescription co-pay based on employee status (single, two-person, family).

Plan A also provides:

Delta Dental Plan (with COB) (80/80/80/1300); Sealant Rider
Negotiated Life \$30,000 AD & D and WOP
Vision (with COB) VSP-3 Plus
LTD (66 2/3%; \$5,000 monthly maximum benefit; 60 day CDMF; no COLA)

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

Plan B - For employees not electing health insurance:

Delta Dental Plan (with COB) E/007 (80/80/80/1300); Sealant Rider
Negotiated Life \$30,000 AD & D and WOP
Vision (with COB) VSP-3 Plus
LTD (66 2/3%; \$5,000 monthly maximum benefit; 60 day CDMF; no COLA)

Employees electing Plan B will be responsible for the premium increase which became effective July 1, 2011 through August 31, 2012, which amount will be payroll deducted.

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

Effective July 1, 2012

Plan A coverage will be as stated below; however, effective July 1, 2012, the Employer will contribute the following annual "hard cap" amounts toward only the medical insurance premium: \$15,000 - full family, \$11,000 - 2 person, and \$5,500 - single. Employees taking Plan A health insurance coverage will contribute any remaining amount through payroll deduction. By October 1 of each year, the "hard cap" amounts for each coverage category for the medical benefit plan coverage year will be adjusted at the beginning of the next medical benefit plan coverage year based on the change in the medical care component of the United States consumer price index for the most recent 12-month period for which data are available from the United States department of labor, bureau of labor statistics.

Plan A coverage effective September 1, 2012

SuperCare 1 (Revised-2003) (Preferred Rx). This plan shall have a \$5/\$10 prescription co-pay, \$100/\$200 deductible, with employee paying the premium difference between SuperCare 1 and MESSA Choices II with a \$10/\$40 Saver-Rx prescription co-pay, \$200/\$400 (in network deductible), \$20 office co-pay based on employee status (single, two-person, family).

OR

MESSA Choices II with a \$10/\$40 Saver-Rx prescription co-pay, \$200/\$400 (in network deductible), \$20 office co-pay based on employee status (single, two-person, family).

At the Association's or Board's request, the Association and the Board may meet and mutually agree to make adjustments to the current MESSA insurance plan.

Plan A includes the following fully paid by the Board:

Delta Dental Plan (with COB) (80/80/80/80-1300); Sealant Rider
Negotiated Life \$30,000 AD & D and WOP
Vision (with COB) VSP-3 Plus
LTD (66 2/3%; \$5,000 monthly maximum benefit; 60 day CDMF; no COLA)

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

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

Delta Dental Plan (with COB) E/007 (80/80/80/1300): Sealant Rider
Negotiated Life \$30,000 AD & D and WOP
Vision (with COB) VSP-3 Plus
LTD (66 2/3%; \$5,000 monthly maximum benefit; 60 day CDMF; no COLA)

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

Section 20.2 Teachers who work less than a full day shall be entitled to the above insurance benefit on a pro-rated basis to be determined by the proportion of time they work compared to a teacher who works full time for a full year.

Section 20.3 Teachers hired after September 1st shall be entitled to the above insurance benefit on a pro-rata basis to be determined by the proportion of time they work compared to a teacher who works full time for a full year.

Section 20.4 In the event an employee is terminated or resigns during the school year the insurance shall be continued until the employee has received the pro-rata portion of the 12 month insurance year earned at the time of the termination or resignation.

Section 20.5 In the event an employee dies during the school year, and providing the policy permits continued coverage, the Board shall continue to contribute toward the applicable premiums for the deceased employee's dependents through the following August 31st as the Board is doing for other comparably situated employees at that time as if the member were still alive. If the employee dies after the completion of the school year, and providing the policy permits continued coverage, the Board shall continue payments of the applicable premiums for the deceased employee's dependents through August 31st of that year as the Board is doing for other comparably situated employees at that time as if the member were still alive. The dependent(s) of the deceased employee shall be responsible for payment of the balance of the monthly premium.

Section 20.6 The Board shall make payment of insurance premiums for all persons to assure insurance coverage for the full twelve (12) month period commencing September 1 and ending August 31st (except as otherwise provided in 20.2, 20.3 and 20.4 above) even though the employee may not be returning the next school year.

Section 20.7 The open enrollment period shall be jointly established by the Board, the Association and MESSA. The Board shall be responsible for providing insurance information including applications and claim materials.

Section 20.8 In the event an employee has started the school year and exhausts his/her paid sick leave, the above fringe benefit shall continue uninterrupted until the following August 31st. In the event an employee is unable to start the school year due to a paid or unpaid sick leave, the above fringe benefits shall continue uninterrupted until the following January 1st. The Board shall have no obligation to pay any premiums during a leave of absence other than a sick leave or when an employee becomes eligible for long term disability benefits with a waiver of premium feature.

Section 20.9 Newly hired employees must report for work before the Board is obligated to pay any premiums on their behalf.

Section 20.10 The Board will administer a Cafeteria Plan under Section 125 of the Internal Revenue Code.

Section 20.11 It is the responsibility of each eligible bargaining unit member to comply with all requirements of eligibility, enrollment and coverage specified in the Cafeteria Plan and/or by any insurance carrier, insurance policyholder or third party administrator pertaining to the underlying benefits set forth in the Cafeteria Plan. These responsibilities shall include, but shall not be limited to, initial enrollment, benefit election, and submission of all information necessary for claims processing and/or claims administration.

Section 20.12 Any and all disputes regarding coverage and claims processing with respect to the foregoing insurance plans shall be solely between the eligible bargaining unit member and insurance carrier, policyholder and/or third party administrator. Any disputes relative to the administration and/or operation of the Cafeteria Plan shall be resolved in conformance with the Claims Procedure section of that Plan. It is agreed that the sole obligation of the Board shall be to make such premium payments required under this Article and other payments as may be authorized by the Cafeteria Plan during the period of a bargaining unit member's eligibility for participation in that Plan and for fringe benefit plan enrollment under this Agreement.

Section 20.13 In the event that an eligible bargaining unit member waives available coverage(s) under the Cafeteria Plan and thereby elects to receive additional compensation under Plan B, pursuant to the terms of the Plan, any direction of that compensation to a tax-deferred annuity under Section 403(b) of the Internal Revenue Code or within the meaning of Section 1224 of the Revised School Code (or its successor) shall be regarded as a voluntary and elective contribution made by the teacher through salary reduction.

Section 20.14 - 403(b) tax deferred annuity plan:

1. For the purposes of IRS compliance, administration, and processing of payments related to employee contributions to 403(b) tax deferred annuity plans, the parties agree that a third party administrator (TPA), not having a vendor relationship with the District's Plan, may be utilized.
2. The parties further recognize and agree that MEA Financial Services is a vendor in the District's 403(b) plan.
3. The parties further understand and agree that the IRS regulations regarding the administration of 403(b) plans continue to evolve and it is the intent of the parties to comply with all IRS and legal requirements. Plan documents will be shared with the Association and all bargaining unit members who are eligible may participate in the plan.

ARTICLE 21 - Miscellaneous Provisions

- Section 21.1 Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.
- Section 21.2 All teachers in the system will be given non-transferable season passes for self and one guest for all home team athletic events, plays and performances, excluding student sponsored or student fund-raising activities, and other activities not covered where teacher attendance would cause the school or a school connected organization loss of revenue or added expense.
- Section 21.3 Each school year the Board shall provide for each teacher, as soon as possible, a directory of Oakridge teachers and staff complete with address, telephone number, position and building assignment. By request of a teacher, the Board has the right to withhold publishing the address and telephone number of said teacher. The Administration/ Board shall not provide such a list to any individual or group not affiliated with the Oakridge School District, except when the information does not fall under a FOIA exemption and the District is obligated to do so in response to a request under the Freedom of Information Act.
- Section 21.4 No provision of this contract shall serve to prevent, hamper, limit, etc., the planning, organization, administration, operation or evaluation of special education projects, pilot programs, experimental programs or research projects, as approved by the Board of Education to be in the best educational welfare of the District and which may involve personnel of this School District and others not employees of the District.
- Section 21.5 The Association recognizes that the Board of Education is not liable for unauthorized purchases made by the teachers of the Oakridge School District.
- Section 21.6 An Emergency Manager appointed under the Local Government and School District Fiscal Accountability Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Government and School District Fiscal Accountability Act, 2011 Public Act 4.

DURATION OF AGREEMENT

This Agreement shall be effective upon ratification and shall continue in effect until June 30, 2013. While negotiations on a new agreement are in process, this Agreement will remain in full force and effect until superseded by the new Agreement, unless terminated by written notice given to the other party ten days prior to the date of proposed termination, which may be any date on or after June 30, 2013.

Signed this 29th day of August, 2012

OAKRIDGE EDUCATION ASSOCIATION

By: Karyn Verge
Its: President

By: Janice Niles-Washburn
Its: Secretary

OAKRIDGE PUBLIC SCHOOLS

By: Steve Koonsburg
Its: Board President

By: Mary A Broder
Its: Board Secretary

Superintendent:

By: Thomas Livezey
Thomas Livezey, Superintendent

SCHEDULE A

Schedule A Steps for 2010-11, 2011- 12, and 2012- 13	INDEX	BACHELOR DEGREE	MASTERS DEGREE	MASTERS PLUS 30 SEM. HOURS
Base 0	1.00	38,133	40,235	40,695
1	1.0425	39,754	41,945	42,425
2	1.085	41,374	43,655	44,154
3	1.135	43,281	45,667	46,189
4	1.185	45,188	47,678	48,224
5	1.235	47,094	49,690	50,258
6	1.285	49,001	51,702	52,292
7	1.335	50,908	53,714	54,328
8	1.385	52,814	55,725	56,363
9	1.435	54,721	57,737	58,397
10	1.495	57,009	60,151	60,839
11	1.555	59,297	62,565	63,281
12	1.62	61,775	65,181	65,926
Longevity Scale				
Step 13-15	5.55	2,116	2,233	2,259
Step 16-18	6.55	2,498	2,635	2,666
Step 19-21	7.55	2,879	3,038	3,072
Step 22-24	8.55	3,260	3,440	3,479
Step 25-27	9.55	3,642	3,842	3,886
Step 28-30	10.55	4,023	4,245	4,293
Teachers who are new to the Oakridge District may be allowed credit for experience in other districts at the option of the Board of Education.				

SCHEDULE B	2010-11 2011-12 2012-13
HIGH SCHOOL ATHLETICS	
Head Varsity Coach: Football, Basketball	5540
Varsity Asst. Coach: Football Head JV Coach: Football, Basketball, Volleyball	3689
Head Varsity Coach: Baseball, Track, Softball, Volleyball & Soccer	3942
Head JV Coach: Baseball & Softball Assistant Coaches: Track, Baseball, Volleyball & Cross Country	1848
Cross Country Coach Assistant JV Coach: Football 9th Grade Coach: Basketball & Volleyball Cheerleading Advisor Golf Coach	3077
MIDDLE SCHOOL ATHLETICS	
Head Coach: Basketball, Football, Volleyball, Track	1849
Assistant Coach: Basketball & Football Cheerleading Advisor	1539
ADVISORS	
School Plays - per play	1330
Newspaper - per year	1073
Annual - per year	1690
Band - per year	3942
Chorus - M.S. & H.S.	1539
Chorus - Elementary	1330
Student Council	619

	2010-11 2011-12 2012-13
Debate & Forensics - Each (One advisor)	920
Clubs - Each	462
CLASS ADVISORS	
Senior (One Advisor)	619
Junior (Two Advisors)	920
Sophomore (One Advisor)	462
Freshman (One Advisor)	462
Chaperones: (Per Evening) For other school sponsored activities when an admission fee is charged.	37

The Mentor Teacher will receive as compensation for his/her extra duties and responsibilities, the amount of \$450 for a first year mentee; \$350 for a second year mentee; \$250 for a third year mentee. Compensation will be issued based on the building administrator's, mentor's and mentee's signature confirmation that each criteria on the mentoring minimum responsibilities checklist were performed.

2012-13 OEA Secondary School Calendar

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

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

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

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

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

LEGEND

	Full Day students
	Half Day students
	Late start - Staff Inservice
	No School - students or staff
	Staff Only
X	Count Day

A variety of identical PowerSchool training sessions will be available to teachers on August 29 and 30. This is not required if teachers chose to attend a MAISD training or took the online modules.

August

29 District Mtg AM/Classroom Prep & Bldg Meetings PM
 30 Classroom Prep & Building Meetings
 31 No School

September

3 No School - Labor Day

October

3 Late Start - Inservice for teachers

12 **End of 1st MP**

22 Conferences in the evening

24 Conferences in the evening

November

14 Late Start - Inservice for teachers

21 No School for students or staff (conference deferral for teachers)

22-23 No School - Thanksgiving

30 **End of 2nd MP**

December

12 Late Start - Inservice for teachers

December 24-January 4 No School - Christmas Vacation

January

7 School resumes

16 Late Start - Inservice for teachers

23 Half day for students (exams)

24 Half day for students (exams)

25 Half day for students (exams, **end of 3rd MP** and 1st semester)

February

18 No School - mid-winter break

20 Late Start - Inservice for teachers

March

5-7 MME/ACT, 19-21 Make Up

8 **End of 4th MP**

13 Late Start - Inservice for teachers

25 Conferences in evening

27 Conferences in evening

29 No School for students or staff (conference deferral for teachers)

April

1-5 No School - spring break

17 Late Start - Inservice for teachers

26 **End of 5th MP**

May

1 Late Start - Inservice for teachers

29 Late Start - Inservice for teachers

27 No School - Memorial Day

June

5 Half day for students (exams)

6 Half day for students (exams)

7 Half day for students (exams)-**End of 6th MP**

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

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

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

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

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

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

2012-13 OEA Elementary School Calendar

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

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

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

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

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

LEGEND	
	Full Day students
	Half Day students
	Late start - Staff Inservice
	No School - students or staff
	Staff Only
X	Count Day

A variety of identical PowerSchool training sessions will be available to teachers on August 29 and 30. This is not required if teachers chose to attend a MAISD training or took the online modules.

August	
29 District Mtg AM/Classroom Prep & Bldg Meetings PM	
30 Classroom Prep & Building Meetings	
31 No School	
September	
3 No School - Labor Day	
October	
3 Late Start - Inservice for teachers	
9-17 MEAP, 18-26 Makeup	
16 Conferences in evening	
18 Conferences in evening	
19 Conferences in afternoon, Half Day for students	
November	
2 Half day for students -Records Day for teachers in afternoon (end of 1st MP)	
14 Late Start - Inservice for teachers	
21 No School for students or staff (conference deferral for teachers)	
22-23 No School - Thanksgiving	
December	
12 Late Start - Inservice for teachers	
December 24-January 4 No School - Christmas Vacation	
January	
7 School resumes	
16 Late Start - Inservice for teachers	
18 Half Day for students - Records day for teachers in afternoon (end of 2nd MP)	
February	
18 No school - mid-winter break	
20 Late Start - Inservice for teachers	
March	
5 Conferences in evening	
7 Conferences in evening	
8 Conferences in afternoon - Half day for students	
13 Late Start - Inservice for teachers	
22 Half day for students - Records Day for teachers in afternoon (end of 3rd MP)	
29 No School for students or staff (conference deferral for teachers)	
April	
1-5 No School - spring break	
17 Late Start - Inservice for teachers	
May	
1 Late Start - Inservice for teachers	
29 Late Start - Inservice for teachers	
27 No School - Memorial Day	
June	
7 Half day for students - Records Day for teachers in afternoon (end of 4th MP)	

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

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

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

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

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

June-13						
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2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Oakridge Public Schools Board of Education
and
Oakridge Education Association

Letter of Agreement
August 27, 2012

The Oakridge Board of Education and the Oakridge Education Association agree that, instead of the "hard cap" amounts specified in Article 20, Section 20.1 of the Collective Bargaining Agreement, the Board will contribute 80% toward the medical premium and the employees taking medical insurance will contribute 20% toward the medical insurance premium cost for the period September 1, 2012 through June 30, 2013 through payroll deduction. This Letter of Agreement will terminate June 30, 2013 and the hard cap language in Article 20, Section 20.1 will continue in effect unless the parties agree otherwise.

Kary Verge
8/27/12

TA
8/27/12

Tentative Agreement
Between

Oakridge Public Schools
Board of Education

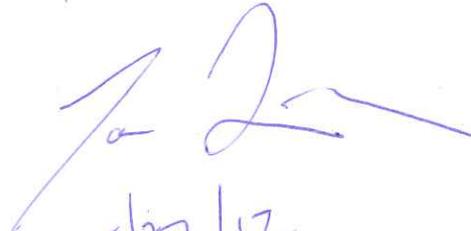
And

Oakridge Education Association

August 27, 2012

The Association withdraws the lane change grievance without prejudice; withdraws the bad faith bargaining ULP with prejudice, and the ULP with respect to lane/column changes will be held in abeyance.

Karyn Verge
8/27/12

TA

8/27/12

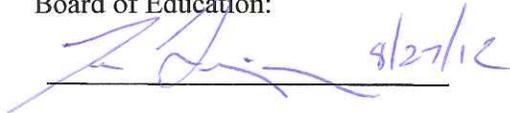
LETTER OF UNDERSTANDING

OAKRIDGE PUBLIC SCHOOLS
and
OAKRIDGE EDUCATION ASSOCIATION

1. This Letter of Understanding is being executed contemporaneously with the execution of the parties' collective bargaining agreement, and will be attached to that collective bargaining agreement.
2. The Oakridge Public Schools, hereinafter referred to as the "Board", and the Oakridge Education Association, hereinafter referred to as the "Association" recognize and agree that, as a result of the enactment of Public Acts 100-103 of the Public Acts of 2011, some provisions of the parties' collective bargaining agreement may or may not be enforceable as they apply to bargaining unit members who are subject to the Michigan Teacher Tenure Act, but these provisions continue in full force and effect for those bargaining unit members who are not subject to the Michigan Teacher Tenure Act.
3. The language highlighted in yellow is language that both parties recognize as unenforceable for those bargaining unit members who are subject to the Michigan Teacher Tenure Act, except as otherwise set forth in this agreement including paragraph number five.
4. The language highlighted in grey is language about which the parties disagree as to whether it is or is not enforceable for bargaining unit members who are subject to the Michigan Teacher Tenure Act. The Association maintains that the grey highlighted language is fully enforceable as to all bargaining unit members. The Board maintains that it is not enforceable as to those bargaining unit members who are subject to the Michigan Teacher Tenure Act. The parties preserve their respective positions on the grey highlighted language and reserve the right to take all action to enforce said positions.
5. In the event that a competent appellate court of appropriate jurisdiction (from which there is no timely appeal filed) or the Michigan Supreme Court declares all or parts of Public Acts 100-103 to be unconstitutional or otherwise legally invalid, or all or parts of such Public Acts are repealed or modified, or the constitutional amendment initiative is successful and Michigan voters support the "Protect Our Jobs" ballot campaign, then those provisions that at the time this letter was written which may or may not be enforceable shall immediately be in full force and effect. In the event that the law is clarified such that any provisions shaded in grey do pertain to prohibited subjects of bargaining and are therefore not enforceable, they shall be highlighted yellow in the Agreement. In the event that the parties are unable to agree upon enforceability of the provisions listed or the impact of such Court decision or legislative amendments, then they may initiate whatever legal action they deem appropriate under all of the then applicable facts and circumstances, to clarify and enforce such rulings or amendments.
6. This document represents the parties' entire understanding as to the matters to which it relates, and no other such agreement is binding unless in writing and signed by the parties.

Dated: August 27, 2012

Board of Education:

 8/27/12

Association:

 8/27/12