

2004-2006 MASTER AGREEMENT

OXFORD AREA COMMUNITY SCHOOL DISTRICT

**OXFORD EDUCATIONAL SUPPORT PERSONNEL
ASSOCIATION, MEA-NEA**

July 1, 2004 – June 30, 2006

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2004-2006

A G R E E M E N T

between the

OXFORD AREA COMMUNITY SCHOOL DISTRICT

and the

OXFORD EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION, MEA/NEA

PURPOSE AND INTENT

The general purpose of this Agreement, made between the Board of Education of the Oxford Area Community School District (hereinafter referred to as the Board) and the Oxford Educational Support Personnel Association, MEA/NEA (hereinafter referred to as the Association), is to set forth terms and conditions of employment and to promote orderly relations for the mutual interest of the Board, employees and the Association.

The parties recognize that the interest of the community depends upon the success of the Board and the Association in establishing a proper service to the community.

To these ends, the Board and the Association encourage, to the fullest degree, friendly and cooperative relationships between the respective representatives at all levels and among all employees.

NOTE: The headings used in this Agreement neither add to nor subtract from the meaning but are for reference only.

ARTICLE I - RECOGNITION

Pursuant to and in accordance with all applicable provisions of the Public Employment Relations Act and all amendments, the Board hereby recognizes the Association as the exclusive representative for the purpose of collective bargaining in respect to hours, wages, terms and conditions of employment for the duration of this Agreement for all the employees of the Board included in the bargaining unit.

Members of the bargaining unit shall include all full and part-time secretaries, paraprofessionals, and computer technicians, including those in probationary status, but shall exclude confidential employees and other clerical staff employed at the Board Office, noon aides, bus drivers and monitors, mechanics, maintenance and custodial, cafeteria and temporary employees, substitutes (except as employed pursuant to Article IX, Section C 6), supervisors, pursuant to the Act, and all other employees.

ARTICLE II - ASSOCIATION RIGHTS

- A. AID TO OTHER ORGANIZATIONS - The Board and its administrative staff will not aid or promote any labor union or other organization which purports to engage in collective bargaining on behalf of Association members, make any agreement with such union or organization, nor negotiate with any group other than the Association for the duration of this Agreement.
- B. REPRESENTATION - Members shall be entitled to representation by the Association at the district and building level as described below.
1. Representatives shall be designated for each work site, including the central computer technician worksite. A list of building representatives and Association officers shall be submitted to the Superintendent by September 30 of each year, and within thirty (30) days after any changes have been made.
 2. An alternate shall be named in the absence of a building representative, if necessary, and the appropriate administrator(s) shall be notified.
 3. The building representative of a member involved in a grievance proceeding may, during his/her working hours, investigate and present grievances to the Board or the appropriate Board representative(s) in accordance with the terms of this Article, and upon having advised his/her immediate supervisor of same. The immediate supervisor shall grant permission and provide sufficient time to the building representative to leave his/her work for this purpose without loss of time or pay. This privilege is subject to the understanding that a building representative will devote his/her released time solely to the proper handling of grievances, and building representatives will otherwise perform their regularly assigned duties at all times. Any alleged abuse of this provision by either party will be the proper subject for a special conference pursuant to Article VI.
 4. The Association president shall also be allowed time off under these provisions to present grievances at Step 4 of the grievance procedure, or at earlier steps in the absence of the building representative and alternate.
- C. NEGOTIATIONS - In order to afford its membership the full protection of the law, the Association hereby reserves unto itself, subject only to express provisions of this Collective Bargaining Agreement, all rights expressed in the Public Employment Relations Act and all amendments. It is mutually understood that those rights include the right to bargain with the Board with respect to wages, hours, and other terms and conditions of employment and the rights to grieve, through the established procedure, actions regarding this Agreement.
- D. ASSOCIATION BULLETIN BOARDS - The Board shall provide bulletin boards in each building designated for Association use, and the Association will maintain them in an orderly fashion. The use of bulletin boards and other established written media of the Association shall be confined to designated places in each building.
- E. USE OF FACILITIES - The Association and its members shall have the privilege of using school building facilities for meetings outside of school hours on the same basis as any other group, consistent with established Board policy and in accordance with established application procedures.

- F. USE OF SCHOOL EQUIPMENT - The Association and its members shall have the privilege of using school district equipment upon the consent of the building principal or other designated administrator and subject to the rules, regulations and policies of the Board as they relate to the use of such equipment. The decision of the building principal or other designated administrator regarding the use of such equipment shall be final.
- G. PAYROLL DEDUCTIONS - Upon appropriate written authorization from an employee, the Board shall deduct from the salary of that employee and make appropriate remittance(s) on his/her behalf to MPSERS, the school credit union, annuity plans or custodial accounts, or any other plans or programs approved by the Board. Any changes in the number or amount of annuity plan or custodial account deductions shall be limited and in accordance with the applicable IRS regulations.
1. To be eligible for payroll deduction, a company or carrier offering annuity plans or custodial accounts must have a minimum of ten (10) bargaining unit participants, though Association members may participate in plans or programs otherwise eligible for payroll deduction. The maximum number of annuity companies or carriers for all units in the District shall not exceed twelve (12).
 2. Once established, companies and carriers will continue to be afforded payroll deduction as long as they continue to enroll more than three (3) active participants in the district. If the number of participants falls to three (3) or less, however, the district shall advise those participants, as well as the company or carrier involved, that authorization for payroll deduction will be withdrawn six (6) months hence, unless the eligibility standards described in Section 1 above are met prior to that time.
- H. PERSONNEL FILE REVIEW - Any employee desiring to review his/her personnel file shall make prior arrangements with the Personnel Office to do so. The Superintendent or designee shall be present during the time the employee reviews his/her file. Employees requesting copies of documents from their file may be charged a reasonable fee for the copies, not to exceed the fee established by the district for copies of public documents.

ARTICLE III - MANAGEMENT RIGHTS

- A. The Association recognizes that the Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred and vested in it by the Laws and Constitutions of the State of Michigan and of the United States, including, but without limiting, the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and its properties and facilities; and the activities of its employees during working hours.
 2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.
 3. To determine the work schedules, hours of the working day and the duties, responsibilities, and assignments of all employees represented by the Association.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of rules, policies, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement which are in conformance with the Constitution and Laws of the State of Michigan and of the United States.

ARTICLE IV - DUES, DEDUCTION AND AGENCY CLAUSE

- A. ASSOCIATION SECURITY - All employees who are members of the Association at the signing of this Agreement and all new employees who voluntarily become members of the Association shall, as a condition of employment, remain members in good standing for the duration of the Agreement. Employees covered by this Agreement who are not members of the Association at the time it becomes effective, and all transferred, rehired or new employees covered by the Agreement shall, as a condition of employment and within thirty (30) days of the effective date of the Agreement, be required either to become members of the Association, or pay a service charge to the Association equal to the monthly member dues for the duration of the Agreement.
1. The Board shall deduct from the pay of each bargaining unit employee from whom it receives a signed authorization to do so the amount required for payment of Association dues or monthly service charge. The amount of dues or service fees to be deducted, and all authorization forms shall be filed with the Board's payroll office no later than the first scheduled payday of the first month of employment. Such dues or service charge will then be deducted from the second pay of that and each subsequent calendar month, and will be remitted to the financial officer of the Association no later than the tenth day of the following month. The Board shall furnish a monthly listing of employees for whom deductions have been made, showing the amount of the dues or service charge remitted for each employee.
 2. Deductions for dues or service charge shall be made only upon written authorization, and in accordance with the provisions of this Agreement. The Board shall have no responsibility for the collection of initiation fees, membership dues or service charges, special assessments or any other deductions not in accordance with this provision.
 3. The Board shall not be liable to the Association by reason of the requirements of this Agreement for the payment or remittance of any sum other than that constituting actual deductions made from wages earned by employee members.
 4. Any employee may voluntarily cancel or revoke his/her authorization for dues deduction within a thirty (30) day period prior to August 31st of any year of this Agreement, with written notice to the Board and the Association.
 5. The refund to employees of monies deducted from their wages under their dues authorizations shall lie solely with the Association. The Association agrees to reimburse any employee for the amount of dues deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction.
- B. SAVE HARMLESS - The Association will protect and save harmless the Board from any and all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Board for the purpose of complying with this Article.

ARTICLE V – ONGOING CONTRACT COMMITTEE

1. A joint committee shall meet no less than four (4) times per calendar year in an ongoing problem solving process to address concerns and problems related to contractual issues, or other matters of mutual concern.
 - a. The OESPA members of this committee shall consist of the president and four (4) other members designated by the Executive Board.
 - b. The Administration will select three to five administrators to serve on this committee.
 - c. The Superintendent and the MEA representative will be ex-officio but will only have voting power if both parties are in attendance.

ARTICLE VI - GRIEVANCE PROCEDURES

- A. Special conferences to discuss important matters will be arranged at a time mutually agreed upon by the Association President and the Superintendent or designee.
1. The time and date of special conferences shall be arranged within ten (10) working days following the date that such a conference is requested by either party.
 2. An agenda of the matters to be taken up shall be prepared in advance and presented at the time a special conference is requested. Matters taken up in special conferences shall be confined to those on the agenda.
 3. Special conferences shall include at least two (2) representatives of the Board and at least two (2) representatives of the Association. Such conferences may, at the request of the Association, be attended by a representative of the MEA.
 4. Members representing the Association at special conferences during their normal working hours shall not lose time or pay while participating in such conferences.
- B. Special conferences may provide a forum for discussing situations which affect the conditions or circumstances under which Association members work. Such conferences, however, are not intended to bypass or circumvent the grievance procedures outlined in Article VI. A special conference may be used to attempt to resolve an issue without filing a grievance. At the end of the conference if both parties have not reached a solution, the timelines for using the grievance process shall begin.
- C. A grievance is an allegation by an individual employee, a group of employees, or the Association of misinterpretation, misapplication, or violation of any provision of this Agreement.
1. The Association President may seek the advice and counsel of a representative from the MEA, and may have such a representative present at any hearing or step in the grievance procedure outlined below.
 2. The Board and the Association will, upon written request, share such information as may be required for processing grievances.
 3. Any individual employee may, at any time, present a grievance to the Board, and have the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement, and provided the Association has been given an opportunity to be present at such adjustment.
 4. An employee may withdraw a grievance without prejudice at any step in the grievance procedure by written notice of withdrawal. If said grievance is subsequently reopened, it must revert to Step 1 of the grievance procedure within twenty (20) calendar days of being withdrawn.
 5. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his/her regular rate.
- D. A grievance shall be presented and adjusted in accordance with the following

procedures only.

1. Step 1

- a. The employee shall discuss items believed grievable with his/her building representative or other Association representative.
- b. The building or other representative shall in turn discuss these items with the immediate supervisor or other appropriate administrator. During this discussion, the administrator shall be advised that the discussion involves a possible grievance.

2. Step 2

- a. If the matter is not resolved verbally through Step 1, it shall be reduced to writing and submitted to the immediate supervisor or other administrative representative within twenty (20) working days from the date the alleged grievance occurred. The written grievance shall be signed by the employee or employees involved, and the building representative or other designated Association representative.
- b. The administrative representative shall be responsible for seeing that a written response to the grievance is tendered to the Association President within ten (10) working days of receipt of the written grievance.

3. Step 3

- a. Within ten (10) working days after receiving the response from the administrative representative, the Association President may appeal the decision to the Superintendent or designee. The written appeal shall be accompanied by a copy of the original grievance and a copy of the Step 2 response from the administrative representative.
- b. The Superintendent or designee shall investigate the alleged grievance, allow all parties a reasonable opportunity to be heard, and meet with an MEA representative if requested by the Association. Within ten (10) working days of receipt of an appeal, the Superintendent or designee shall render a decision, and provide copies of same to the Association President.
- c. Where appropriate, and with mutual consent, Association grievances may be initiated at Step 3. Such grievances shall include appeals of employee discharges and suspensions as described in Article VII, but shall not include grievances involving any other forms of disciplinary action, such as warnings and oral or written reprimands, which shall be initiated at Step 1.

4. Step 4

- a. Within ten (10) working days after receiving the decision of the Superintendent or designee, the Association President may provide written notice of the Association's intent to appeal to the Board of Education. The Board shall grant a grievance hearing within thirty

(30) calendar days, and shall advise the Association President of the hearing at least forty-eight (48) hours in advance.

- b. The Board shall render a decision within ten (10) working days after the appeal hearing has been concluded, and shall submit said decision to the Association President in writing.
- c. Both parties recognize the availability under the law of State Mediation Services, and concur that if mutually agreed upon, such services might provide an alternative to Step 5 of the grievance procedure when necessary or appropriate.

5. Step 5

- a. If the grievance is not yet settled to its satisfaction, the Association may, within thirty (30) calendar days after receipt of the written response at Step 4, request arbitration by written notice to the Superintendent or designee.
- b. Any arbitration proceeding shall be conducted according to the rules of the American Arbitration Association, and by an arbitrator selected under the rules of that Association.
- c. The arbitrator shall be requested to issue his/her decision within thirty (30) calendar days after the conclusion of testimony and argument, and that decision, if within the scope of the arbitrator's authority, shall be final and binding on the parties. The arbitrator's authority shall be subject to the limitations described below.
 - (1) The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement, nor to render any decision inconsistent with the terms and provisions of this Agreement.
 - (2) The arbitrator shall have no power to apply state or federal law, and shall not usurp the functions of the Board of Education in the proper exercise of its judgment and discretion under the law, and provisions of this Agreement.
 - (3) Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments, and the arbitrator shall have no power to order one.
 - (4) The arbitration award shall not be made retroactive beyond twenty (20) working days preceding the date the grievance is filed.
- d. Expenses for the arbitrator's services and the arbitration proceedings shall be borne equally by the Board and the Association, except that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the

proceedings it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party, and to the arbitrator.

ARTICLE VII - DISCIPLINE, SUSPENSION AND DISCHARGE

- A. On occasion, it may become necessary for supervisors to discipline members of the Association by issuing warnings or reprimands.
1. The parties agree that warnings and oral reprimands shall not be reduced to writing and placed in the employee's personnel file, but that the immediate supervisor may make and keep notes regarding such warnings and reprimands and the circumstances which occasioned them.
 2. Copies of written reprimands shall be placed in the employee's personnel file, and written notice of such reprimands shall be provided to the Association President or designee within three (3) working days of the date of the reprimand.
 3. No employee will be disciplined, nor be reduced in rank or compensation or be deprived of any professional advantage without just cause.
 4. The Board agrees to promptly notify the Association President or designee in writing upon the discharge or suspension of any Association member.
 5. The discharged or suspended employee will be allowed to discuss his/her discharge or suspension with the Association President or designee, and the Board will make available an area where they may do so before the employee is required to leave school district property.
 6. Upon request, the Superintendent or designee will discuss the discharge or suspension with the employee and the Association President or designee.
 7. If the affected employee or the Association President or designee consider the discharge or suspension to be improper, a grievance shall be presented in writing through the Association at Step 3 of the grievance procedure within five (5) regularly scheduled workdays from the date the discharge or suspension was imposed.
- B. In imposing any sanction on a current charge, the Board will not take into account any prior infraction which occurred more than three (3) years previously except for moral turpitude and felony convictions. Nor will the Board impose sanctions on employees for inadvertent errors or mistakes on their employment application after a period of two (2) years from their date of hire, though such limitations will not apply when information on the application was deliberately falsified.

ARTICLE VIII - PROBATION PERIOD AND SENIORITY PROVISIONS

- A. PROBATIONARY PERIOD - All new employees hired into the bargaining unit shall be considered probationary employees for the first sixty (60) actual workdays of their employment. All absences during the probationary period shall extend that period by the number of absences, and an employee shall not have completed the probationary period until these additional days have been worked. Employees completing the probationary period shall be entered on the seniority list of the bargaining unit and shall rank for seniority from their date of hire. Otherwise, the probationary period shall not affect wage adjustments which are due to an employee in accordance with the wage schedule.
- B. TYPES OF SENIORITY - Different types of seniority shall exist in the bargaining unit as described below.
1. Bargaining Unit Seniority - For purposes of transfer, promotion or the filling of vacancies resulting in a change in classification (e.g. change from the paraprofessional classification to the secretarial classification) only, an employee's seniority shall be on a district-wide basis in accordance with the employee's last date of hire within the bargaining unit. After an employee has thus changed classifications, he/she shall accrue classification seniority in accordance with Section 2 immediately below.
 2. Classification Seniority - Except as otherwise provided herein, seniority shall be on the basis of an employee's length of service in a classification, commencing with the employee's date of hire or, in cases involving transfer or promotion to a new classification, the employee's first day of work in that classification. It is understood and agreed that seniority accrued within a classification, except as provided above, shall be the basis for purposes which include, but are not limited to, wage placement, vacation benefits, promotions or transfers within the classification and other purposes regarding the exercise of seniority within a classification. An employee who has accrued seniority in more than one classification shall retain such seniority which may be exercised in connection with the longevity pay, and the layoff and recall provisions of this Agreement.
 3. Seniority of Association Officers - In case of layoff, elected Association officers shall have senior employee status for positions within their classification for which they are qualified and have the ability to perform.
- C. SENIORITY LIST - Upon ratification of this Agreement the Board will compile a seniority list including all current members of the Association, showing their names, job titles, bargaining unit and classification seniority.
1. The Board will keep this seniority list up-to-date, and will provide the Association President with a current copy up to once a month upon request.
 2. If two (2) or more employees have the same seniority date, and it is necessary for some contractual purpose to do so, they will participate in a drawing to determine placement on the seniority list. The drawing shall be conducted openly and at a time and place that will reasonable allow Association representatives and affected employees to be in attendance. Such affected employees and the Association President shall be notified in writing and in advance, of the date, place, and time of the drawing.

- D. LOSS OF SENIORITY - Association members shall lose their seniority only for the reasons outlined below.
1. They quit.
 2. They are discharged and the discharge is not reversed through the grievance procedure.
 3. They are absent for three (3) consecutive working days without notifying their immediate supervisor, and are terminated from their employment as a result. In such cases the Superintendent or designee shall send written notification of termination to the employee at his/her last known address. In appropriate cases, exceptions shall be made by the Superintendent or designee.
 4. They do not return from sick leaves or leaves of absence, are absent for three (3) consecutive working days without notifying the district, and are terminated from their employment as a result. Such cases shall be handled in the same manner as those in Section 3 above.
 5. They do not return to work when recalled from layoff as provided in the recall procedures set forth in Article X, Section C of this Agreement. Exceptions shall be made by the Superintendent or designee in appropriate cases.
- E. TRANSFERS TO POSITIONS NOT IN THE BARGAINING UNIT - If a member of the Association leaves the bargaining unit to accept another position in the district, that member shall retain seniority previously accrued in the unit. The member shall not, however, accumulate bargaining unit seniority while working in the position outside the unit, subject to the exception below.
1. Any employee who transferred as described above prior to September 1, 1985, shall continue to accrue bargaining unit seniority while working in the non-bargaining unit position, and if such an employee returns to the unit, he/she shall be credited with his/her accrued unit seniority plus any seniority accumulated in his/her non-unit position.
 - a. An employee who did so transfer may only return to an open bargaining unit position in accordance with the transfer provisions of Article XI, Section A 1, except when that employee's non-unit position is eliminated due to a reduction in force.
 - b. In case of a reduction in force, the employee may return to the bargaining unit in accordance with the layoff provisions of Article IX, Section C 3.
 2. With the exception of employees who transferred prior to September 1, 1985, all others who transfer as described above, may subsequently return to the unit only if an open position is available, they qualify for it according to the transfer provisions of Article XI, Section A 1, and they have previously accrued sufficient unit seniority.

ARTICLE IX - LAYOFF

- A. DEFINITION - Layoff shall mean a reduction in the number of employees making up the work force covered by the terms of this Agreement.
- B. NOTICE - Employees being laid off shall be given a written notice of layoff in accordance with this provision at least fourteen (14) calendar days prior to the date the layoff is to be effective, or at least seven (7) calendar days in the event of a work stoppage by another employee group.
1. The written notice of layoff shall be provided to an employee by personal delivery, which may include placement in the employee's pay envelope, or by certified mail sent to the employee's current address of record on file with the Personnel Office.
 2. In the event that the written notice of layoff is mailed to an employee, the fourteen (14) or seven (7) calendar day notice period, whichever is applicable, shall commence on the second day following the date on which the notice is mailed.
 3. If an employee is on vacation or away from his/her residence for an extended period of time, the employee shall notify the Personnel Office in writing of an address where he/she can be notified in accordance with this provision.
- C. PROCEDURE - In the event of a layoff, affected employees shall be laid off in the order and manner described below.
1. Temporary employees, and then probationary employees within the classification(s) affected by the layoff, shall be laid off first.
 2. The necessary number of non-probationary employees in the classification (s) affected by the layoff shall be laid off next, based upon inverse seniority that the employees have accrued in their respective classifications.
 3. A non-probationary employee being laid off may exercise his/her classification seniority to displace any employee with less classification seniority from any position within the classification which is equal to or lower than his/her position based upon comparative wage rates. In the event no position is available within the employee's classification, and he/she has accrued seniority in another classification within the bargaining unit, the employee may exercise that accrued seniority to displace a lower seniority employee in that classification. Any lower seniority employee thus displaced may in turn exercise classification seniority to displace any other employee with less seniority in the classification as first described above.
 4. Employees who are laid off under the terms of this Agreement, excluding temporary and probationary employees, shall accrue seniority while they are laid off for a period not to exceed their accumulated seniority or a period of one (1) year, whichever period is less. Such seniority accrued by employees during a layoff, however, shall not apply to their wage placement, or their accrual of vacation or sick leave days.

5. During the period that laid off employees are eligible for recall under the terms of this Agreement, they shall receive written notice of vacant bargaining unit positions by first-class mail sent to their last known address.

6. An employee who is laid off under this provision and who works as a substitute in a bargaining unit position during the period of layoff shall not accrue any bargaining unit rights under the terms of this Agreement, except as otherwise provided therein. Laid off employees who substitute in the classification from which they were laid off, during the period that such employees are eligible for recall under the terms of this Agreement, shall be paid the rate of pay they were earning at the time they were laid off. This rate of pay shall not be less than the base rate of the classification, nor shall it be subject to incremental or wage schedule increases. Laid off employees who substitute in a classification other than the classification from which they were laid off shall be paid the regular substitute rate for that classification.

ARTICLE X - RECALL

- A. DEFINITION - Recall shall mean the return to work of previously laid off employees making up the work force covered by the terms of this Agreement.
- B. NOTICE - In the event of a recall, the Superintendent or designee shall provide a written notice of recall to all affected employees by personal delivery, or by certified mail sent to the employee's last known address. Each laid off employee is responsible for keeping the Superintendent or his/her designee advised of his/her current address.
- C. PROCEDURE - In the event of a recall, affected employees shall be recalled in the order and manner described below.
1. First, employees who have exercised seniority within their classification by accepting another position equal to or lower than the position from which they were laid off shall, on the basis of seniority accrued within the classification, have the option of returning to the position they held at the time of layoff, if the position is reinstated.
 2. Second, employees shall be recalled to the classification from which they were laid off in reverse order of the layoff, with the highest seniority employee being recalled first. This provision applies to employees who were laid off from the classification, as well as to employees who were also laid off from the classification, but who exercised their accrued seniority in another classification in which they had previously worked. Employees being recalled in accordance with this provision shall be eligible for any position within the classification which is lower than or equal to the position from which they were laid off based upon comparative wage rates, provided that they are qualified for the position when it is different from the position they held at the time of layoff.
 3. The recall of employees from layoff shall be subject to the applicable provisions of Article XIII, Section A 4, dealing with return from leaves of absence.
 4. An employee shall have a right to recall for a minimum of two (2) years from the date the employee is laid off, and shall remain eligible for recall for a period of time equal to his/her accumulated seniority at the time of layoff up to a maximum period of six (6) years.
 5. In the event an employee fails to report his/her intent to return to work, or fails to submit a written refusal of recall pursuant to Section 6 below, within seven (7) calendar days following the date of delivery of a written notice of recall, the employee shall be considered to have quit. Further, such an employee shall also be considered to have quit, in the event he/she fails to report to work within ten (10) working days after the date he/she is scheduled to return to work.
 6. In certain circumstances, employees may refuse recall by providing written notification of such refusal to the Board within the time limits set forth in Section 5 above.
 - a. In the event a secretary is laid off from a full time position and is recalled to a part-time position, or in the event the secretary is laid off from a part-time position and is recalled to a position of lesser time than that

part-time position, the affected secretary may refuse the recall, and still retain his/her recall rights as provided in this Agreement.

- b. A paraprofessional may refuse recall to a position of lesser time than the position from which he/she was laid off, provided that the time difference between the two positions is an average of one (1) or more hours per day. A paraprofessional refusing recall in accordance with this provision shall retain his/her recall rights as provided in this Agreement.
- c. In the event a computer technician is laid off from a full time position and is recalled to a part-time position, or in the event the computer technician is laid off from a part-time position and is recalled to a position of lesser time than that part-time position, the affected computer technician may refuse the recall, and still retain his/her recall rights as provided in this Agreement.
- d. If an employee refuses recall to a part-time or lesser time position, he/she shall not be eligible to displace the employee granted the part-time or lesser time position, even if such position becomes full time or the hours are increased for such position unless the position becomes vacant and is available for employees on the recall list.

ARTICLE XI - TRANSFER, PROMOTION AND DISPLACEMENT

- A. POSTING - New positions and vacancies which occur in existing positions will be posted for a period of seven (7) calendar days on the Association bulletin board in each building, and interested employees shall apply within the posting period. Members who wish to receive postings during the summer must submit a stamped, self-addressed envelope to Human Resources prior to the last day of school.
1. In the event a half-time secretarial or computer technician position is increased to a full time position, the expanded position shall be treated as a vacancy and shall be posted and filled as provided herein. If, as a result, the secretary or computer technician who held the original half-time position is displaced by another secretary or computer technician, then the latter's previous position (along with any other positions which may subsequently result) shall also be treated as regular vacancies, and shall also be posted and filled as provided herein.
 2. In the event a paraprofessional's hours are increased by more than one (1) hour per day, the affected position shall be treated as a vacancy and shall be posted and filled as such. A paraprofessional with greater seniority who is working fewer hours than the hours associated with the posted position and who meets the qualifications of the job category shall be eligible to displace the affected paraprofessional and be placed in the posted position. If more than one such paraprofessional applies for the posted position, seniority shall be the determining factor. The displaced paraprofessional shall be assigned to the position vacated by the paraprofessional who is placed in the posted position.
 3. Upon mutual agreement between Administration and the Association, a maximum of two hours per day may be added to an employee's schedule for up to 30 calendar days for temporary assignments.
 4. Staffing of paraprofessionals is based on building needs and budget considerations. If a reduction in total paraprofessional hours results in the reduction of individual paraprofessionals' hours by more than one (1) hour per day, the individual reductions will follow unit seniority rules. Such reductions will be made in reverse seniority order, with SXI and one-on-ones considered as separate groups for this purpose. If the reduction disproportionately affects one or more buildings, the contractual displacement process will be used, when possible, to rebalance district staffing.
- B. PROMOTIONS - Promotions within the bargaining unit shall be made first within the classification, then within the bargaining unit, and shall be made on the basis of skill requirements, experience and seniority. In the event the qualifications of the applicants are equal, then seniority shall be the determining factor. If the qualified applicant with the most seniority is denied the promotion, the Board shall provide such employee written reasons for the denial.
1. An employee who receives a promotion within his/her classification (e.g. Paraprofessional to SXI) shall receive credit for wage placement purposes for the seniority he/she has accrued within the classification, and shall be placed on the appropriate step accordingly.

2. Any employee promoted from the paraprofessional to the computer technician or secretarial classification will be paid at his/her existing paraprofessional rate of pay, or the computer technician or secretarial base rate of pay, whichever is greater. Any such employee who continues to receive his/her existing paraprofessional rate will do so until it is exceeded by the appropriate computer technician or secretarial rate as he/she proceeds through the computer technician or secretarial pay schedule.
3. Any employee promoted from the computer technician to the secretarial classification will be paid at his/her existing computer technician rate of pay, or the secretarial base rate of pay, whichever is greater. Any such employee who continues to receive his/her existing computer technician rate will do so until it is exceeded by the appropriate secretarial rate as he/she proceeds through the secretarial pay schedule.
4. Secretarial Skills Testing

OESPA bargaining unit members who are outside of the secretarial classification will have the opportunity to take the secretarial skills test once every 12 months. Upon successful completion of the testing, the member may apply and be considered for secretarial vacancies through the regular interview process. Details of the process are as follows:

- OESPA bargaining unit members interested in taking the secretarial skills test must submit a letter to the Human Resource Director by April 1.
- Testing will be scheduled between May 1 and May 15 of that school year.
- Members may test only one time every 12 months.
- Tests will be kept on file and considered valid for a period of two years.
- An additional testing period will be held between November 1 and November 30 for members who did not participate in May testing (individual members may participate only one time per calendar year). Letters should be submitted by October 1.
- Additional testing will not be scheduled in the event of a secretarial opening. Members interested in being considered for a secretarial position must participate during scheduled testing periods.

- C. TRANSFERS - In the event of a vacancy or a newly created position within the bargaining unit, employees shall be given the opportunity to transfer on the basis of seniority, provided that such transfer may not be used for promotional purposes. A lateral transfer of an employee within the classification in which the vacancy or newly created position exists will be considered on the basis of skill requirements, experience level and seniority. In the event candidates are equal, seniority shall be the deciding factor. If the qualified applicant with the most seniority is denied a transfer, the Board shall provide such employee written reasons for the denial.

Newly hired paraprofessional employees will be required to remain in their positions for a minimum of one year from their date of hire before they will be eligible to transfer to open positions. Exceptions to this provision may be made by the Human Resources Director, in conjunction with OESPA, based on the needs of the district and/or in the best interests of the student(s).

D. TRIAL PERIOD - An employee who is selected for transfer or promotion as described above, shall be granted a twenty (20) working day trial period, not including summer work. The trial period shall be used to determine the employee's desire to remain on the job, and his/her ability to perform the job. Upon written request, which shall include rationale, of the Technology Director to the Ongoing Contract Committee, computer technicians may be required to serve up to an additional twenty (20) working day trial period.

1. During the trial period, employees will receive the wage rate of the job they are performing.
2. During the trial period, the employee shall have the opportunity to return to his/her former position and/or classification. In such cases, the employee's salary will revert to that of the former position and/or classification and his/her seniority shall not be affected.
3. An employee who, in the opinion of the immediate supervisor, does not satisfactorily complete his/her trial period in the position and/or classification to which he/she has been transferred or promoted, shall be returned to his/her former position. In such cases, the employee's salary will revert to that of the former position and/or classification, and his/her seniority shall not be affected. Also the Board will provide the employee and the Association written notice and reasons for the supervisor's decision in such cases. The matter may then become a proper subject for the grievance procedure, which may be initiated at Step 3.
4. Any employee who is promoted during his/her trial period shall be considered to have satisfactorily completed his/her trial period in that classification.

E. DISPLACEMENTS - Under certain specified circumstances only, members of the bargaining unit may displace other members as described below.

1. In the event of a school building closing or a program modification which eliminates the position(s) of bargaining unit employees, such employees may, on the basis of seniority, displace other employees within the same classification and in a job category for which they meet the qualifications. If the building closing or program modification results in a reduction of personnel within one (1) or more classifications affected by the closing, the layoff provisions of Article IX shall apply to such classification(s), rather than the provisions of this section. This provision may not be used by an employee in a way that results in a promotion for that employee.
2. When non-probationary employees are affected by layoffs, displacements based on seniority may occur as described in Article IX, Section C 3.
3. If the hours in a paraprofessional's assignment are increased by more than an hour, other paraprofessionals with greater seniority will have displacement rights as described in Section A 2 above.
4. When the needs of a medically fragile student are not met by the employment or designation of a Special Education Paraprofessional as described in Article XX, Section F then the Instructional Paraprofessional who is displaced from the

building involved will be given two options. First, he/she may accept assignment to the position created by the layoff of the least senior Instructional Paraprofessional in the unit. Alternately, he/she may choose to displace a less senior Instructional Paraprofessional, in which case a special placement meeting will be held. All bargaining unit members who might be affected will be advised of the time and place of the meeting, at which any vacancies resulting from displacements, as well as the original vacancy, will be filled on the basis of accrued classification seniority.

- F. RIGHT OF REFUSAL – When a position becomes eliminated and then reinstated within 90 working days, the employee who held the position at the time of elimination has the right to return to that position prior to posting.

ARTICLE XII - LEAVE DAYS

A. SICK LEAVE - An annual allowance of sick leave days will be credited to each regular employee at the beginning of his/her work year. In the event an employee terminates before the end of his/her work year, the cost of any used but unearned sick leave days will be deducted from the employee's final pay.

1. Allowance

- a. Secretaries hired prior to the ratification of the 2001-04 contract will be allocated 10 sick days per work year for secretaries whose work assignment is scheduled as ten days before the start of school and five days after school ends; 11 sick days per work year for secretaries whose work assignment is scheduled as ten days before the start of school and ten days after school ends; and 12 sick days per work year for year round secretaries and secretaries whose work assignment is scheduled for fifteen or twenty days before the start of school and ten days after school ends, and with a maximum allowable accumulation of one hundred eighty five (185) days.
- b. Secretaries hired after the ratification of the 2001-04 contract will be allocated 10 sick days per work year for secretaries whose work assignment is scheduled as ten days before the start of school and five days after school ends; 11 sick days per work year for secretaries whose work assignment is scheduled as ten days before the start of school and ten days after school ends; and 12 sick days per work year for year round secretaries and secretaries whose work assignment is scheduled for fifteen or twenty days before the start of school and ten days after school ends, and with a maximum allowable accumulation of two hundred (200) days.
- c. Paraprofessionals hired prior to the ratification of the 2001-04 contract will be allocated ten (10) sick leave days per work year, with a maximum allowable accumulation of one hundred twenty five (125) days.
- d. Paraprofessionals hired after the ratification of the 2001-04 contract will be allocated ten (10) sick leave days per work year, with a maximum allowable accumulation of one hundred forty (140) days.
- e. Computer technicians hired prior to the ratification of the 2001-04 contract will be allocated ten (10) sick leave days per work year, with a maximum allowable accumulation of one hundred thirty (130) days.
- f. Computer technicians hired after the ratification of the 2001-04 contract will be allocated ten (10) sick leave days per work year, with a maximum allowable accumulation of one hundred forty five (145) days.
- g. The Board reserves the right to grant additional sick leave days with loss of pay to employees with over ten (10) years of service to the school district, and to pass final judgment in each individual case.

2. Use - In addition to permitting regular employees to be absent without loss of pay during personal illnesses, sick leave days may be used for other reasons

as outlined below.

- a. Subject to the approval of the Superintendent or designee, sick days may be used in case of serious illness or quarantine of the immediate family. Immediate family shall be defined to include spouse, parent, step-parent, child or step-child.
 - b. Upon approval of a childbirth leave, accumulated sick leave days may be used at the discretion of the employee.
 - c. With the approval of an employee's immediate supervisor, sick leave days may be used for necessary travel time in connection with approved funeral or bereavement leave.
 - d. An employee may use sick leave days to conduct personal business within the limitations detailed in Section D below.
 - e. If an employee cannot report for work due to inclement weather or other natural causes, and the employee notifies his/her immediate supervisor by telephone, he/she may use one (1) sick leave day for each such day that such employee does not report for work.
3. Employees whose starting time occurs between 6:00 and 10:00 a.m. and who are using a sick leave day shall notify their immediate supervisor or designee as soon as possible.
 4. No individual newly employed by the schools will be granted any benefits under this sick leave policy until that employee has completed work for one (1) pay period.
 5. An employee who has been absent five (5) consecutive workdays may be requested to present a doctor's statement upon return to work. In cases of prolonged illness (i.e. over ten consecutive workdays), periodic reports from a doctor may be requested by the Board. In addition, a pattern of absences may also require a doctor's statement.
 6. Employees hired prior to the ratification of the 2001-04 contract and with ten (10) or more years of service in the Oxford Schools shall, upon retirement through MPSERS, be paid for seventy percent (70%) of their accumulated sick leave days.
 7. Secretaries hired after the ratification of the 2001-04 contract will be capped on their retirement pay-out of sick days at a base rate of \$3,000 commencing in 2001. The base rate will increase yearly by a percentage rate not less than the yearly salary percentage increase. The caps for payout are \$3,246 for 2004-05, and \$3,311 for 2005-06.
 8. Paraprofessionals hired after the ratification of the 2001-04 contract will be capped on their retirement pay-out of sick days at a base rate of \$1,500 commencing in 2001. The base rate will increase yearly by a percentage rate not less than the yearly salary percentage increase. The caps for payout are

\$1,622 for 2004-05, and \$1,654 for 2005-06.

9. Computer technicians hired after the ratification of the 2001-04 contract will be capped on their retirement pay-out of sick days at a base rate of \$2,000 commencing in 2001. The base rate will increase yearly by a percentage rate not less than the yearly salary percentage increase. The caps for payout are \$2,163 for 2004-05, and \$2,206 for 2005-06.
- B. FUNERAL OR BEREAVEMENT LEAVE - Funeral or bereavement leave may be used at the request of an employee for death in the immediate family, which is defined to include his/her spouse, children, parents, or siblings, corresponding relatives-in-law, grandchildren or grandparents and "step" relatives corresponding to any of these, or any relative living in the employee's home.
1. The first two (2) days of funeral or bereavement leave will not be deducted from sick leave. Upon approval of the Superintendent or designee, one (1) additional day not deducted from the employee's sick leave allowance may be used for necessary travel or business in connection with a death or funeral.
 2. Funeral leave for close friends of an employee may be granted at the discretion of the immediate supervisor.
- C. BUSINESS LEAVE - Two (2) leave days, not to be deducted from sick leave, will be approved under this section to cover necessary business and legal activities that cannot otherwise be scheduled.
1. Activities covered under this section will include meetings with the Internal Revenue Service or other government bodies if required to attend, meetings for mortgage application or mortgage closing, or meetings in connection with adoptions or estate settlement.
 2. Except in emergencies, the employee shall request the use of a business leave day at least two (2) working days in advance of the proposed absence.
- D. PERSONAL LEAVE - An employee may use three (3) days of his/her sick leave allowance to conduct personal business that cannot be arranged for times before or after the employee's work day. Requests for three (3) consecutive personal leave days shall be granted during unpaid breaks and when school is not in session. However, requests for three (3) consecutive days during the time school is in session is discouraged. Except in emergencies, the employee shall request to use a personal business day at least two (2) working days in advance of the proposed absence. The use of personal-business days under this provision may be deferred at times of unusually high absenteeism among employees, and in such cases requests for use of such days shall be granted to the extent possible, and according to the order in which they were received.
- E. JURY DUTY - Any employee missing work as a result of being called for jury duty shall be paid his/her full salary minus any compensation for the duty, excluding mileage. An affected employee shall authorize appropriate payroll deductions at the time leave is requested to serve.
- F. ASSOCIATION BUSINESS - A member of the Association authorized by the Association President to attend a function of the MEA-NEA, such as conferences or

conventions, shall be allowed time off to attend such functions without loss of pay subject to the following limitations.

1. The total number of days which may be used under terms of this provision shall not exceed twelve (12) workdays within a two-year period for the entire bargaining unit membership. Additional days may be granted by the Superintendent or designee upon request by the Association.
2. Prior to the use of a conference day under this provision, the Association shall provide advance notice of at least one (1) week.
3. Not more than two (2) employees shall be absent at any one time under this provision, unless authorization is given by the Superintendent or designee.

ARTICLE XIII - LEAVES OF ABSENCE

- A. UNPAID LEAVE - Leaves of absence without pay or benefits will be granted for a good cause to those employees who have been continuously employed by the Board for one (1) year or more, subject to the following provisions:
1. Application - Employees desiring a leave of absence shall submit a written request at least thirty (30) days in advance of the proposed leave, except in emergencies. The request shall include the reason(s) for the leave of absence and, subject to this provision, the length of the leave of absence. The Superintendent or designee shall respond to an employee's application within thirty (30) days from the date it is submitted, except in emergencies.
 2. Length of Leave - Leaves of absence shall be for reasonable lengths of time not to exceed a period of two (2) years. A leave of absence may be extended for a period of one (1) additional year upon the written application of the employee desiring the extension. He/she shall submit the request for such an extension to the Superintendent or designee not less than sixty (60) days prior to the expiration of the original leave of absence.
 3. Seniority - Seniority shall not accrue during a leave of absence which exceeds ninety (90) calendar days, but previously accumulated seniority, sick leave days and position on the salary schedule shall not be lost.
 4. Return from Leave - Employees desiring to return to employment from a leave of absence shall submit a written notice of intent to return to the Superintendent or designee not less than thirty (30) days prior to the expiration of their leave. Such employees will be eligible for a position within their same classification and job category, provided that a position is available. In the event no position is available upon the expiration of the employee's leave, the employee shall remain eligible for an available position within his/her classification and job category for an additional period of one (1) year. If a position within the employee's classification and job category becomes available during the eligibility period, the employee may return to the position, provided that the employee has greater seniority for the position than any laid off employee who would otherwise be eligible for the position pursuant to Article X. Employees on a medical leave of absence shall be eligible to return from such a leave of absence according to the applicable provisions of Section B 3 of this Article.
 5. Posting of Vacancies - The positions of employees on unpaid leaves of absence which exceed ninety (90) calendar days shall be treated as vacancies in accordance with Article XI of this Agreement, unless such positions have been eliminated by the Board. During the period preceding the filling of such vacancies, such positions may be filled with substitute or temporary employees.
- B. MEDICAL LEAVE - Any employee who has been absent due to illness, injury and/or disability for a period of ninety (90) consecutive days or who has exhausted his/her accumulated sick leave days, whichever period is later, shall be eligible for a medical leave of absence, regardless of how long that employee has previously been employed by the district.

1. Application - Within thirty (30) days after the employee has become eligible as described above, he/she shall submit a written application for a medical leave of absence, together with a physician's statement indicating the nature of his/her illness, injury or disability.
 - a. For employees not receiving worker's compensation benefits, the period preceding eligibility shall not exceed the maximum number of sick leave days provided for in Article XII, Section A 1 a for secretaries and Article XII, Section A1 b for paraprofessionals.
 - b. For employees who are receiving worker's compensation benefits, this period shall not exceed three hundred sixty-five (365) calendar days.
 2. Length of Leave and Seniority - The length of leave and seniority provisions for unpaid leaves of absence shall apply to medical leaves of absence unless otherwise provided in this section.
 3. Return from Leave - Any employee returning from a medical leave of absence shall furnish a written notice of his/her intent to return to work, and a physician's statement certifying that he/she may return and perform his/her job duties. An employee on a medical leave of absence may be eligible to return to employment prior to the expiration of his/her medical leave of absence in accordance with Section A 4 or this section, whichever is applicable, provided that the employee furnishes the written notice of intent to return and the required physician's statement.
 - a. An employee who has been employed with the District less than five (5) years shall be eligible to return to employment from a medical leave of absence in accordance with Section A 4 of this Article.
 - b. An employee who has been employed by the District for more than five (5) years shall return from a medical leave of absence to his/her own position, provided that such employee returns to employment within one (1) year from the date his/her leave of absence began. During this one (1) year period, the affected employee's position shall not be subject to posting or to any of the provisions of Article X regarding recall or Article XI regarding transfers and promotions, and said position may be filled by the Board in any manner and with any person that it deems appropriate. If the employee fails to return within the one (1) year period, the Board will post the position.
 4. Posting of Vacancies - The posting of vacancies provisions for unpaid leaves of absence shall apply to medical leaves of absence, except as otherwise provided in Section B 3 above.
- C. CHILDBIRTH AND CHILD CARE LEAVES - Except as otherwise provided in this section, childbirth and child care leaves shall be granted on the same basis as outlined for unpaid leaves of absence in Section A above.
1. A childbirth leave shall be granted upon written request, and will be on an unpaid basis except as the employee may choose to use accumulated sick leave as provided for in Article XII. The employee shall be expected to return

to work at the conclusion of the childbirth disability, upon certification by the attending physician that she may return and perform her job duties.

2. Child care leaves without pay may be granted upon written request, but the initial length of such leaves shall be limited to one (1) year.
- D. ASSOCIATION LEAVE - Members of the Association elected to local Association positions or selected by the Association to do work which takes them from their employment with the Board shall, at the written request of the Association, receive temporary leaves of absence without pay and without fringe benefits for periods not to exceed two (2) years or the term of office, whichever may be shorter, and shall be re-employed upon completion of the approved leave. Additional seniority shall not accrue during such leaves, but the employee shall retain seniority accumulated prior to the commencement of the leave.
- E. MILITARY LEAVE - In the event the provisions of Universal Military Training Act are reinstated by Congress, Articles XX, XXI and XXII of the 1973-74 contract will be reactivated as part of the existing Agreement.
- F. FAMILY AND MEDICAL LEAVE – All requirements of the Family and Medical Leave Act will be observed, but it is understood by both parties that the leave provisions of that Act are corresponding with, rather than in addition to, the leave provisions of this Agreement. The leave provisions of this Agreement will thus be extended only in those instances, if any, when they are exceeded by the requirements of FMLA.

ARTICLE XIV - WORK YEAR, DAYS AND HOURS

- A. WORK YEAR - On or before September 30 of each year, except in emergencies, the Superintendent or designee will provide each secretary a copy of a chart indicating the length of his/her regular work year, the ending date for the current work year, and the starting date for the following work year. A copy of the chart will also be provided to the Association President. After the September 30 deadline, a secretary's work year may be changed by mutual agreement, with the further understanding that the work year of all unit employees may be subject to adjustment due to the make-up of canceled student instruction days.
1. Secretaries - The regular work year for secretaries will range from 200 days to 220 days exclusive of holidays, and each secretary will be assigned to one of the following work schedules.
 - a. Elementary Schools: Administrative Secretary – 10 days before the start of school and 5 days after school ends. Office Secretary – 10 days before the start of school and 5 days after school ends.
 - b. Middle School: Administrative Secretary – 15 days before the start of school and 10 days after school ends. Office Secretary and Counseling Secretary – 10 days before the start of school and 10 days after school ends.
 - c. High School: Administrative Secretary, Principal - The minimum work year will be 15 days before the start of school and 10 days after school ends. An additional 10 days of work will be offered to High School secretaries on a voluntary basis. If there are no volunteers, the remainder of the bargaining unit secretaries will be offered the work on a bargaining unit seniority basis. Administrative Secretary, Counseling - 20 days before the start of school and 10 days after school ends. Office Secretary - 10 days before the start of school and 10 days after school ends.
 - d. Athletics: Administrative Secretary – 15 days before the start of school and 10 days after school ends.
 - e. Food Service: Administrative Secretary – 10 days before the start of school and 10 days after school ends.
 - f. Transportation: Administrative Secretary – 15 days before the start of school and 10 days after school ends.
 - g. Special Education: Administrative Secretary – 10 days before the start of school and 10 days after school ends. Office Secretary – 10 days before the start of school and 10 days after school ends.
 - h. Crossroads: Administrative Secretary – 10 days before the start of school and 5 days after school ends.
 - i. Maintenance: Administrative Secretary – year round

2. Paraprofessionals – The regular work year for paraprofessionals will consist of the number of days of student instruction occurring during the regular school year, plus three (3) additional work days. One (1) additional work day will precede the regular school year, one (1) will follow it, and one (1) will be scheduled by mutual agreement of the building administrator and the paraprofessional involved.
3. Computer Technicians – The regular work year for a computer technician consists of the student calendar plus fourteen (14) additional days to be developed by the Director of Technology and Computer Technician representative(s) and sent in written form to members by August 1.
4. Start of Work Year - In the event an employee is required to begin a new work year prior to the scheduled starting date, the Superintendent or designee shall notify the employee fifteen (15) calendar days prior to the revised starting date, except in emergencies. An employee who thus begins his/her year early shall, upon approval of the Superintendent or designee, be provided with the options of taking an appropriate number of unpaid days off during the work year, or working and being paid for a longer year incorporating the extra days.
5. Extended Work Year - In the event an employee is required to work beyond the end of the scheduled work year, the Superintendent or designee shall notify the employee thirty (30) calendar days prior to the end of the employee's regular work year, except in emergencies. An employee whose work year is thus extended for reasons other than the make-up of canceled student instruction days shall, upon approval of the Superintendent or designee, be provided with the option of taking an appropriate number of unpaid days off during the subsequent work year.

B. WORK DAYS AND HOURS - Nothing contained herein shall prevent the rescheduling of workdays if deemed necessary by the Superintendent or designee after consultation with the Association President. The rescheduling of workdays shall also be subject, however, to the provisions in Section C below regarding emergency closing of schools, whenever applicable. For purposes of this provision, an emergency shall be defined as an unforeseen occurrence or condition, including but not limited to unexpected death or unresolved school calendar dates.

1. Secretaries - The regular work day for secretaries shall be eight (8) hours, with a half-hour, duty-free, paid lunch.
2. Paraprofessionals - The work day for paraprofessionals shall consist of a minimum of four (4) hours per day on a five (5) day per week schedule, unless otherwise mutually agreed between the Association and the Superintendent or designee. Employees are entitled to a thirty (30) minute duty free lunch. The minimum call-in time for paraprofessionals shall be two (2) hours, and time worked beyond the regularly scheduled day will be paid to the nearest one-half (1/2) hour.
3. Computer Technicians – The regular work day for computer technicians shall be eight (8) hours, with a half-hour, duty free, unpaid lunch.
4. Relief Break - Employees working six (6) hours or more in a day shall be

entitled to a ten (10) minute relief break in the mid-morning and in the mid-afternoon, as scheduled by the immediate supervisor. Employees working less than six (6) hours in a day shall be entitled to a ten (10) minute relief break during their work day, as scheduled by the immediate supervisor. It is the intent of this provision to afford a period away from regular work responsibilities.

5. Adding of Additional Shift - In the event that a second shift is added for employees covered by the terms of this Agreement, the working hours, compensation and other conditions relating to such second shift shall be negotiated with the Association prior to implementation.

C. SCHOOL CLOSING - When schools are closed due to inclement weather or other natural causes, employees are expected to report for work unless they are authorized not to do so in accordance with Section 1 below. If an employee cannot report for work due to inclement weather or other natural causes, he/she shall notify his/her immediate supervisor by telephone and shall be eligible to use accumulated sick leave days as provided in Article XII, Section A 2 e.

1. Secretaries - If a secretary is authorized by his/her immediate supervisor not to report for work, or is permitted to leave work early due to inclement weather or other emergency causes, that secretary shall be paid for the day or part of the day school is closed, subject to the other provisions of this section.

- a. If a day or part of a day when school was closed due to inclement weather or other emergency causes is rescheduled as a make-up day for students within the school year, the secretary is expected to work. If this day is part of the secretary's normal work year, the secretary shall receive normal pay. If the secretary was not scheduled to work, he/she may, at his/her option, choose to work the rescheduled time without pay, or elect to be paid for the rescheduled time and use an equivalent amount of accumulated sick leave time. A secretary who is absent on such make-up day(s) shall be indebted to the District for the pay he/she received on the day or part of the day being made up.

- b. If such a day or part of a day is rescheduled and causes an increase in the number of days in a secretary's work year, the secretary is expected to work. He/she may, at his/her option, choose to work the rescheduled time without pay, or elect to be paid for the rescheduled time and use an equivalent amount of accumulated sick leave time. A secretary who is absent on such make-up day(s) shall be indebted to the District for the pay he/she received on the day or part of the day being made up.

2. Paraprofessionals and Computer Technicians - In the event that paraprofessionals and/or computer technicians are authorized by their immediate supervisor not to report for work or are authorized to leave work early due to inclement weather or other emergency causes, and no make-up time is scheduled for students, the paraprofessionals and/or computer technicians shall receive their normal pay. In the event that the time lost is to be rescheduled as a make-up day for students on a day when paraprofessionals and/or computer technicians are not scheduled for work, they shall also receive their normal pay for the time school is closed, but then shall be expected to work on the scheduled make-up day. A paraprofessional and/or computer technician who

is absent on such make-up day(s) shall be indebted to the District for the pay he/she received on the day or part of the day being made up.

3. Early Dismissal - When students and teachers are dismissed early due to inclement weather which affects driving conditions, secretaries, and paraprofessionals, and computer technicians may leave work when the building has been cleared of students, except in emergencies, and subject to the other provisions of this section.
4. Statutory Change - If, due to a statutory change, the school district can count days school is closed for students due to inclement weather or other emergency causes as days of pupil instruction for state aid purposes, and/or if the school district is not required to make up days of student instruction without loss of state funding, secretaries, paraprofessionals, and computer technicians shall not be required to make up such days, and shall not lose pay or paid leave.

ARTICLE XV - HOLIDAYS AND VACATION DAYS

- A. HOLIDAYS - Employees covered by the terms of this Agreement shall be paid for holidays at their current rate of pay, based upon the number of hours they normally work.
1. All such employees shall be paid for nine holidays during the course of the year: Labor Day, Thanksgiving Day and the day following, Christmas Day and the day preceding, New Year's Day and the day preceding, Good Friday and Memorial Day.
 2. In the event any of the holidays set forth in Section 1 above fall on a Saturday or Sunday, the affected holiday(s) shall be rescheduled for the preceding Friday or the following Monday, as the case may be, provided school is not in session on the rescheduled day or days. If school is in session on such day or days, the holiday(s) shall be rescheduled to another day which does not conflict with school, by mutual agreement between the Superintendent or designee and representatives of the Association.
 3. All secretaries shall be paid for two additional holidays: the day following Christmas Day and the Monday following Easter Sunday.
 4. In the event school is in session on the Monday following Easter Sunday, the scheduled holiday for secretaries shall be rescheduled to another date which does not conflict with school by mutual agreement between the Superintendent or designee and representatives of the Association.
 5. Secretaries shall be paid for a twelfth and final holiday on the Fourth of July if they have been scheduled to work on the last scheduled work day immediately preceding the July 4th holiday or have been otherwise scheduled to work a full twelve (12) month work year.
- B. VACATION DAYS - Secretaries shall earn paid vacation days, and paraprofessionals and computer technicians shall receive unpaid vacation days as described below.
1. At the time of their initial employment, secretaries shall be credited with a proportional share of ten (10) paid vacation days based upon the portion of the work year remaining. At the beginning of each of the next four work years, they shall be credited with ten (10) paid vacation days. At the beginning of each subsequent year, they shall be credited with one (1) additional day per year, up to a maximum of twenty (20) days.
 - a. Secretaries hired between July 1 and December 31 will have their vacation years of service computed from July 1 of that work year, and secretaries hired between January 1 and June 30 will have their vacation years of service computed from July 1 of the following work year. (e.g. A secretary hired in October, 1994 will complete his/her first year on June 30, 1995. A secretary hired in April, 1995 will complete his/her first year on June 30, 1996.)
 - b. If a secretary is laid off or retires, he/she will be credited with all vacation days accrued in his/her current work year. Otherwise, a

secretary working less than a regular work year before terminating will earn only a proportional share of the vacation days to which he/she would normally be entitled. Any vacation days used but unearned by such an employee shall be deducted from his/her last pay.

2. The use of paid vacation days by secretaries will be governed by the following guidelines.
 - a. Secretaries shall use their vacation days when school is not in session unless an exception is approved by the immediate supervisor.
 - b. The use of vacation days may not be waived by secretaries in favor of extra pay unless an exception is approved by their immediate supervisor. Secretaries will, however, be paid for any unused vacation days by the end of each work year.
 - c. If a secretary becomes ill and is under the care of a physician during his/her vacation, the vacation will be rescheduled and the sick leave provisions of Article XII will apply.
 - d. In the event a holiday provided for secretaries in Section A above occurs during his/her scheduled vacation, he/she shall receive holiday pay and shall not be required to use a vacation day.
 - e. While on vacation, secretaries will be paid their regular rate of pay for a normal eight (8) hour work day, and will receive credit for any benefits provided for in this Agreement.
 - f. If a regular payday occurs during a secretary's scheduled vacation, and he/she wants to be paid in advance, they must make a written request at least two (2) weeks prior to the time of vacation.
1. Upon request, paraprofessionals and computer technicians will be permitted to take up to ten (10) unpaid vacation days per school year. Paraprofessionals and computer technicians desiring to take unpaid vacation days in accordance with this provision shall submit a written request to their immediate supervisor at least ten (10) days prior to the commencement of the vacation. Within five (5) working days after receiving the request for unpaid vacation days, except in emergencies, the immediate supervisor shall provide written approval or disapproval of the use of unpaid vacation days. Not more than three (3) employees in the paraprofessional or computer technician classification may take unpaid vacation days at the same time, and to the greatest extent possible, the taking of such vacation days shall not interfere with the efficient operation of the employee's departments.

ARTICLE XVI - UNIT CLARIFICATION

- A. UNIT OR BARGAINING UNIT - The unit or bargaining unit shall be defined to include the entire group of employees covered by the terms of this Collective Bargaining Agreement, and is inclusive of all classifications, job categories and positions referred to in the Agreement.
- B. CLASSIFICATION - The term classification refers to the grouping of employees in categories according to general work function. Three (3) classifications are included under the terms of this Agreement as defined below.
1. Secretary
 2. Paraprofessional
 3. Computer Technician
- C. JOB CATEGORIES - This term refers to more specific grouping of positions included within a classification. The following job categories are included within each designated classification. Classification is used only to determine the length of the work year (see Article XIV, Work Year).
1. Secretary Classification
 - a. Administrative Secretary - All secretaries who are primarily responsible to a certified administrator for a significant portion of their work.
 - Secretary to Elementary Principal
 - Secretary to Middle School Principal
 - Secretary to High School Principal
 - Secretary, High School Counseling
 - Secretary, Special Education Director
 - Secretary, Transportation Office
 - Secretary, Athletic Director
 - Secretary, Food Service
 - Secretary, Crossroads
 - Secretary, Maintenance
 - b. Office Secretary - All other secretaries who have more general office or department responsibilities.
 - Secretary, Elementary Offices
 - Secretary, Middle School Office
 - Secretary, High School Office
 - Secretary, Special Education Office
 - Secretary, Middle School Counseling Office
 2. Paraprofessional Classification
 - a. Instructional Paraprofessionals - The primary responsibilities of these paraprofessionals involve activities which directly assist teachers in the delivery of instruction as determined by the building principal. Lunch and playground supervision, secretarial relief as provided for in Article

XIV Section B 3, and other ancillary duties not included in the three sections immediately below shall also be included in this job category.

- b. Special Education Paraprofessionals - The primary responsibilities of these paraprofessionals involve activities which support special education programs, including SXI and SEI programs, and/or individual special education students as mutually determined by the building principal and the special education department.
- c. Media Center Paraprofessionals - The primary responsibilities of these paraprofessionals involve the maintenance and operation of media centers, collections and programs as determined by the building principal.

3. Computer Technician Classification

The primary responsibilities of these technicians involve installing, monitoring and maintaining hardware and software systems, and providing technical assistance and training for technology users as determined by the technology director. This position, with an agreed upon job description and seniority list, created to commence in the 2001-02 school year.

D. PARAPROFESSIONAL PROVISIONS – Certain special provisions in regard to paraprofessionals have been and/or will be in place as described below.

- 1. Each of the three (3) paraprofessional job categories described in Section C 2 above differ in their primary responsibilities, and all paraprofessionals belong to one (1) of the job categories accordingly.
 - a. The work of each paraprofessional will be assigned in such a way that more than half of every assignment will involve responsibilities of the specific job category to which the paraprofessional belongs. (A six hour Special Education Paraprofessional would have to be assigned more than three hours within special education programs, for example, but could also be given an hour and one-half of recess duty, and even an additional hour assisting in the library.)
 - b. Paraprofessionals in the bargaining unit prior to September 23, 1994 shall not be required to assume special education assignments with medically fragile students, but rather will be subject to the displacement procedures outlined in Article XX, Section F below.
- 2. The accretion of Library Aides to the bargaining unit as Media Center Paraprofessionals has required the following seniority provisions.
 - a. Both bargaining unit and classification seniority for these employees shall date from August 30, 1994.
 - b. Their original date of hire as Library Aides, however, will serve as the seniority date for transfer of these employees within their own job category.
- 3. The assignment of paraprofessionals to recess and other special duties

requires that the following provisions be made.

- a. Each work site will provide a suitable place for changing apparel when such duty is assigned, including an appropriate place to hang clothing.
- b. Each work site will provide suitable and serviceable rain gear for use by paraprofessionals assigned such duty.
- c. The decision to use paraprofessionals for playground supervision will be made by the building principal, but a reasonable attempt will be made to limit such assignments during extremely cold or otherwise inclement weather. Alleged abuse of this provision by an employee and/or the Association will be a proper subject for a special conference pursuant to Article VI.
- d. Paraprofessionals shall not be required to provide classroom supervision in the absence of a teacher for more than fifteen (15) minutes at any one time, except in emergencies. Alleged abuse of this provision by an employee and/or the Association will be a proper subject for a special conference pursuant to Article VI.

E. JOB DESCRIPTIONS - The Association recognizes that the Board retains sole discretion to officially adopt job descriptions, and the Board agrees that once adopted, such job descriptions will not be unilaterally altered without prior discussion with the Association. Job descriptions for new bargaining unit positions shall be discussed between the parties prior to such positions being posted.

1. General job descriptions including basic skill requirements have been agreed to, and are incorporated into an employee manual that will be made available to all bargaining unit employees.
2. The evaluation instruments and procedures for all bargaining unit positions which are related to the above job descriptions, will also be printed and made available to all bargaining unit employees affected as implementation takes place.

F. EVALUATION - A mutually developed evaluation tool will be used to evaluate secretaries, paraprofessionals and computer technicians prior to the completion of the probationary period for new employees (60 work days), annually for the first two years of employment, and on a tri-annual basis thereafter. Annual and tri-annual evaluations will be completed between March 1 and June 1 of the school year. Employees who receive performance appraisals that indicate areas of concern may be evaluated on a quarterly basis during the school year. Review sessions will be used by administration and the employee to formulate and discuss plans for improvement.

G. NEW POSITIONS - If a new position is created in the unit which does not clearly fit in an existing classification, the Board will notify the Association prior to establishing a classification and wage rate structure. In the event the Association does not agree that the description and wage rate are proper, they shall be subject to the special conference provisions of Article VI.

ARTICLE XVII - EMPLOYEE COMPENSATION

- A. The basic compensation schedule for all bargaining unit members is incorporated in Appendix A of this Agreement.
- B. All employees covered by the terms of this Agreement shall be compensated at the rate of one and one-half (1 1/2) times their regular hourly rate for all hours worked beyond eight (8) hours in any day or forty (40) hours in any week, subject to the provisions of Section C immediately below.
- C. All employees covered by the terms of this Agreement shall be compensated at the rate of two (2) times their regular hourly rate for all hours worked on Sundays, and at one and one-half (1 1/2) times their regular hourly rate for all hours worked on designated holidays, the latter in addition to holiday pay elsewhere provided for in this Agreement.
- D. Employees requested to work in a classification or job category for 90 minutes or more which is compensated at a higher rate shall be paid at the higher rate for the entire work day.
- E. All employees covered by the terms of this Agreement shall be paid their regular hourly rate for all meetings they are required to attend by their immediate supervisor. This provision shall not apply to meetings at which employee attendance is voluntary, nor to hearings pursuant to the grievance procedure.
- F. Paraprofessionals working in a summer program operated by the District will normally be paid at the same hourly rate as during the preceding school year. If such a program is related to and is continuous with the upcoming school year, however, the paraprofessionals will be paid at the same hourly rate they would be earning during that subsequent school year.
- G. A paraprofessional regularly required to work outside or to wipe tables in the lunchroom, will be entitled to a clothing allowance of fifty dollars (\$50.00) to be paid once per year at the end of the first semester. In addition, the district will reimburse paraprofessionals for the reasonable repair or replacement cost of clothing that is damaged in the course of their work.
- H. Employees required to drive personal automobiles in the course of their work shall be reimbursed at the current IRS rate.
- I. Employees who are in a branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay from the District when they are on full time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limit on this provision, except in an emergency.
- J. The Board agrees that any employee injured on the job and eligible for worker's compensation insurance under the law as a result, will receive, in addition to the worker's compensation income, an amount to be paid by the Board sufficient to make up the difference between worker's compensation and the employee's regular net weekly income. This supplemental payment shall not exceed a period of ninety (90) calendar days, and that ninety (90) day period will not be chargeable to sick leave.

- K. Each secretary may take one remuneration day during the school year. This day is to be taken on a day when school is not in session. The day should be arranged with approval of the immediate supervisor. This day shall not accrue from year to year, nor shall it be paid to the employee if not used.

ARTICLE XVIII - EMPLOYEE BENEFITS

- A. HEALTH INSURANCE - The Board will provide and fully pay for MESSA Choices health insurance plan for all full time secretarial employees. Coverage will include a full family, \$5.00 co-pay prescription drug rider. The cost of additional riders covering individuals excluded from the basic full family policy may be purchased by the employee.
1. Other bargaining unit members will be entitled to health insurance coverage according to the guidelines below.
 - a. Any employee who works thirty (30) hours per week or more, and who has not less than ten (10) years of seniority with the school district within the bargaining unit shall, upon written application, be covered by the group health insurance plan with the Board fully paying the premium, subject to the insurance enrollment periods, the terms of the policy, and other provisions herein.
 - b. Any other employee who works thirty (30) hours per week or more shall, upon written application, be covered by the group health insurance plan with the Board paying a prorated share of the premium according to the following schedule: 50% for employees with 1-5 years of service within the bargaining unit; 60% for those with 6 years of service; 70% for those with 7 years of service; 80% for those with 8 years of service; and 90% for those with 9 years of service, subject to the insurance enrollment periods, the terms of the policy and other provisions herein.
 - c. Any employee who works under thirty (30) hours per week may, upon written application, be covered by the group health insurance plan, with the employee fully paying all costs involved, subject to the insurance enrollment periods, the terms of the policy, and other provisions herein.
 - d. SXI paraprofessionals who are scheduled to work a minimum of 230 days shall, after one year of employment in the position, and upon written application, be covered by the group health insurance plan with the Board fully paying for the premium, subject to the insurance enrollment periods, the terms of the policy, and other provisions of Article XVIII.
 2. Employees who are eligible for health insurance under this provision shall be responsible for notifying the Board of their election to receive such insurance in accordance with the provision by completing the appropriate application for such coverage.
 - a. Employees or their spouses or their eligible dependents shall not be entitled to health insurance coverage under the terms of this provision in the event that they are covered by other health insurance plans.
 - b. Upon the request of the Superintendent or designee, an employee shall furnish a letter or provide information from his/her spouse's employer or any other appropriate person, firm, entity, or corporation stating that the employee and/or spouse and/or eligible dependents are not covered by a medical insurance plan. Employees under this provision shall disclose employment by spouses or provide other information for purposes of

verifying medical coverage. This provision is not retroactive, and is subject to any applicable requirements of the health insurance carrier.

3. Eligible employees who elect not to receive health insurance coverage shall receive a cash payment twice a year, on or about December 1 and June 1, based upon their years of service within the bargaining unit as follows: \$16.71 per month for those with 1-5 years of service; \$22.28 per month for those with 6 years of service; \$27.85 per month for those with 7 years of service; \$33.42 per month for those with 8 years of service; \$38.98 per month for those with 9 years of service; and \$44.55 per month for those with 10 or more years of service. In the 2005-06 contract year, the above rates will increase by 2%. In subsequent years, the rate increases will be no less than the yearly salary percentage increase.
 - a. Secretaries with less than 10 years of service will continue to receive a cash payment twice a year, on or about December 1 and June 1, of \$44.55 per month in lieu of health insurance until such time as they normally qualify for it as described above. In the 2005-06 contract year, the above rate will increase by 2%. In subsequent years, the rate increase will be no less than the yearly salary percentage increase.
 - b. All cash payments in lieu of health insurance may be applied to tax sheltered annuity or custodial account programs from companies approved by the Board.
- B. DENTAL INSURANCE - The Board will provide full time secretarial employees with an 80/20 co-pay dental insurance plan to be selected and paid for by the Board. Such secretaries who are otherwise covered by a dental insurance plan will be eligible for coordinated benefits on a 50/50 co-pay basis.
- C. VISION INSURANCE - The Board will provide full time secretarial employees with the MESSA VSP 3 vision insurance plan paid for by the Board.
- D. LIFE INSURANCE - The Board will provide group term life insurance, including an accidental death and dismemberment clause, to regular employees who work four (4) hours or more per day in the amount of \$20,000 for secretaries, paraprofessionals and computer technicians.
- E. DISABILITY INSURANCE - The Board agrees to provide all employees who work four (4) hours or more per day with short and long term disability policies. After ninety (90) days of disability, these group income protection insurance plans pay sixty-six and two-thirds percent (66 2/3%) of an employee's pay, not to exceed a combined maximum of one thousand nine hundred forty-four dollars (\$1,944.00) per month from all sources. Monthly payments continue to age sixty-five (65) subject to all the terms of the insurance policy.
- F. EXTENDED HEALTH INSURANCE COVERAGE - At the option of the employee, group health care insurance coverage at group rates may be extended up to thirty-six (36) months beyond the date the Board ceases to be liable for the premium payments, subject to the approval of the insurance carriers, and consistent with the provisions of federal COBRA regulations. To be eligible for this extended coverage, the employee shall make payments to the Board and/or insurance carrier in an amount and manner

consistent with the provisions of the COBRA law. Failure to receive timely payment may result in the employee being dropped from continuing group coverage unless prior arrangements have been made with the appropriate Board personnel or with the insurance carrier. A similar availability of health insurance coverage at group rates shall be available to qualifying dependents of employees as provided for in COBRA guidelines.

- G. FLEXIBLE SPENDING ACCOUNTS - Effective January 1, 2000, the Board will make available to eligible employees the opportunity to establish flexible spending accounts through MESSA under the provisions of Section 125 and Section 129 of the IRS Code. It is understood that the Board will not contribute funds to said accounts on behalf of employees electing to participate.
- H. The Association and the District will form a committee to investigate alternative coverage options which may increase coverage for the same cost or provide the same coverage at a cheaper rate. If there is significant savings for the district, the OCC committee will be empowered to negotiate how to share the savings between the District and the Association.

ARTICLE XIX - EMPLOYEE TRAINING

- A. The parties acknowledge that major changes in technology may impact on bargaining unit members and positions. When the implementation of major technological changes are contemplated by the Board, therefore, every attempt will be made to insure that a smooth and positive transition is made to minimize impact on bargaining unit employees. Examples of steps to be taken may include, but are not limited to, advance consultation with affected employees and/or the Association, and enhanced training opportunities.
- B. The parties acknowledge that the school district will continue to experience an increased need for specialized health and other support services in the near future. Whenever new students who enroll in the district are determined through the IEPC process to be medically fragile and in need of specialized health services, and it is not necessary or feasible to employ a qualified new staff member, a plan will be developed to identify and appropriately train a paraprofessional to meet these needs. Specialized health services are understood to include, but not be limited to, suctioning, catheterization, diapering or attending to other personal hygiene or medical needs of a student. All training that is necessary for the performance of the above described services will be the responsibility of the district, which will provide the time and funding required in a timely manner.
- C. Upon prior authorization by the Superintendent or designee, employees may attend work related adult and community education classes in the school district, and shall be reimbursed for the cost of such classes upon their successful completion.
- D. Upon prior authorization by the Superintendent or designee, employees may be permitted to attend conferences and/or workshops related to their job duties and responsibilities at the expense of the school district.
- E. Paraprofessionals will be provided one-half day training (3 hours) in the first year of the contract and one day training (6 hours) in the second year of the 2004-06 contract.

ARTICLE XX - MISCELLANEOUS PROVISIONS

- A. NO STRIKE CLAUSE - The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that its officers, representatives and members shall not, for the duration of this Agreement, authorize any strike, slow down or stoppage of work in accordance with applicable state laws.
- B. SAVINGS CLAUSE - If any provision of this Agreement or any application of the agreement to any employee covered under the Agreement shall be found to be contrary to law, then such provision or application shall be deemed invalid, except to the extent still permitted by law. All other provisions or applications of the Agreement shall continue in full force and effect. A special conference to discuss the invalid provision or application shall be held within ten (10) days with Association representatives and any affected employee(s).
- C. SUPPLEMENTAL AGREEMENTS - All proposed supplements to this Agreement shall be subject to good faith negotiations between the Board and the Association. They shall be approved or rejected within a period of ten (10) calendar days following the conclusion of negotiations. It is expressly understood that no areas of this contract may be reopened for negotiation without the mutual agreement of the parties.
- D. MEDICALLY FRAGILE STUDENTS - When new students who enroll in the district are determined to be medically fragile and in need of specialized health and other support services as a result, the District will implement a plan to effectively meet these needs.
1. If the needs of such a student are so severe as to require a one-on-one aide, or other circumstances so dictate, a new Special Education Paraprofessional position will be posted and filled, with the health and support service requirements indicated. Anyone who accepts employment in such a position on August 23, 1994, or thereafter will be expected to accept any future work assignments with medically fragile children as a regular part of his/her responsibilities. Any current paraprofessionals who were previously employed specifically to work with medically fragile students, and any other Special Education Paraprofessionals employed on or before September 23, 1994, shall likewise be expected to accept any future work assignments with medically fragile children as a regular part of their responsibilities.
 2. If the needs of such a student are less severe, and the position must be filled within existing staffing levels, the initial step will be to seek a volunteer to undertake the assignment. First, the Instructional Paraprofessional with least seniority within the building involved will be asked to volunteer, followed by the other such paraprofessionals in that building according to inverse seniority. If none of the paraprofessionals within the building accept the assignment, the least senior Instructional Paraprofessional within the bargaining unit will be asked to volunteer. If he/she declines the position, and no other paraprofessional volunteers, then the Instructional Paraprofessional who was identified as least senior will be laid off and the position will be filled from outside the unit. When this occurs, then a displacement procedure will be implemented as outlined in Article XI, Section E.

- E. SEVERELY MULTIPLY IMPAIRED (SXI) - Bargaining unit members employed to work with SXI students will be subject to the following provisions.
1. They will provide health-related services under the supervision of a licensed health professional. The term "school related health services" as used in this section shall mean any act or function constituting the 'practice of medicine' and/or 'practice of nursing' within the meaning of Sections 17000 and 17201 of the Public Health Code'. Any bargaining unit member required to provide school health services as so defined shall be provided with:
 - a. The district protocol and other relevant information which would assist the employee in providing optimum service to the student, including notification of chronic communicable diseases. All employees having potential contact with the student shall be given inservice training in proper hygienic practices and management prior to beginning work with the student.
 - b. All necessary supplies and appropriate facilities.
 - c. Any equipment necessary to allow direct communication between the bargaining unit member and the supervising licensed medical personnel.
 - d. All bargaining unit members working within the SXI program shall receive hepatitis B inoculations at the district's expense, if requested.
 2. Bargaining unit members employed for the extended SXI school year shall be paid at their regular hourly rate. Those working for the entire extended school year shall be granted one (1) personal leave day and two (2) sick leave days in addition to those provided for in Article XII. Those working for a portion of the extended school year shall be granted additional personal leave and/or sick leave days on a prorated basis.
 3. Bargaining unit members employed for the extended SXI school year may take up to fifteen (15) days of unpaid leave at any time after they have worked the equivalent of the length of the regular school year.
 - a. Such leave will be granted according to seniority, and only one employee may be on such leave at one time.
 - b. Such leave will be granted only in segments of five (5) or more days.
 - c. Requests for such leave shall be made in accordance with Article XV, Section B 3, except that the requests must be submitted thirty (30) days prior to the date the leave is intended to begin.
 - d. Other employees who substitute during such leave will be paid on the SXI schedule according to their own seniority.
 - e. If this special leave provision results in the need to assign a non-SXI substitute, and a substitute cannot be identified as provided in Section F immediately below, the matter will be referred to the joint committee established by the Letter of Agreement incorporated in this document.

F. EMERGENCY SUBSTITUTE PROCEDURES – Emergency substitute procedures will be employed whenever a one-on-one Special Education Paraprofessional is absent for a period of one (1) day to one (1) week, and no substitute paraprofessional can otherwise be secured.

1. An emergency plan will be developed in each building based upon the following format.
 - a. First, a volunteer will be sought from among the paraprofessionals in the building who are not already in a one-on-one assignment.
 - b. If no paraprofessional from within this group volunteers to accept the assignment, the least senior member of the group will be assigned.
 - c. If the paraprofessional so assigned is physically unable to accept the assignment, he/she must provide medical verification of this fact in order to be excused from the assignment. (The necessity for medical verification will be waived in case of broken limbs or other obvious physical limitations.)
 - d. In the event that medical verification is secured or waived, the next least senior paraprofessional within the group will be assigned.
 - e. If steps a through d above have been followed and no substitute paraprofessional has been identified, then the building administrator will make the decision as to which paraprofessional must assume the emergency assignment.
2. Specifics of the emergency plan in each building – including compilation of a list of volunteers within that building – will be put in place within the first two (2) weeks of each school year. These specifics will be jointly developed by the building administrator, the building secretary and the building paraprofessionals.
3. Emergency assignments may involve an increase in daily hours during the length of the assignment, and volunteers for such assignments will be paid a premium of \$.50 per hour over their regular hourly rate. Volunteers will also be offered the opportunity to secure Hepatitis B inoculations at district expense, or to be reimbursed for the cost of such inoculations if previously secured and paid for by the employee.

G. TEMPORARY EMPLOYEES – From time to time, the Board may employ temporary employees to supplement the regular workforce.

1. In no case will the period of employment for these temporary employees exceed sixty (60) working days, and in no case will such an employee replace a regular employee.
2. The rate of pay for temporary employees will be the base rate of the classification involved.
3. Fringe benefits contained in this agreement will not apply to temporary

employees.

H. ATTENDANCE INCENTIVES – Attendance incentives will be studied during sessions of the Ongoing Contract Committee.

I. APPENDICES - The following three (3) appendices are incorporated in and made a part of this Agreement.

1. A - Rates of Pay

2. B – Skill Requirements & General Job Descriptions

3. C – Summary of Health Benefits

J. MAINTENANCE OF STANDARDS

Unless modified by this agreement, conditions of employment shall be maintained at no less than the highest minimum standards in effect at the time this agreement is signed.

RATIFICATION AND TERMINATION

This Agreement shall be effective as of July 1, 2004, and shall remain in full force and effect until June 30, 2006. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and effect during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraphs.

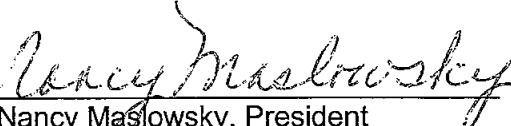
In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date, which shall not be before the anniversary date set forth in the preceding paragraph.

The Association agrees to submit this Collective Bargaining Agreement to the membership and recommend that it be ratified and adopted in its entirety, and final action of such ratification shall be taken.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives the day and year first below written.

ASSOCIATION

BOARD OF EDUCATION



Nancy Maslowsky, President



Patricia Smith, President



Bill Curtis, MEA-NEA



Judy Kubina, Secretary

Date: 11-30-04

Date: 11/23/04

**APPENDIX A
2004-06 RATES OF PAY**

Secretary		
	2004-05	2005-06
Base	11.80	12.04
After 60 Workdays	12.37	12.62
End of 1 Year	13.04	13.30
End of 2 Years	13.66	13.93
End of 3 Years	14.75	15.04
Paraprofessionals		
	2004-05	2005-06
Base	9.70	9.89
After 30 Workdays	10.23	10.44
After 1 Year	10.81	11.03
After 2 Years	11.05	11.27
SXI Paraprofessionals**		
	2004-05	2005-06
Base	10.81	11.03
After 30 Workdays	11.34	11.57
After 1 Year	11.92	12.16
After 2 Years	12.16	12.40
Computer Technicians		
	2004-05	2005-06
Base	12.04	12.28
After 60 Workdays	12.35	12.60
End of 1 Year	12.65	12.90
End of 2 Years	12.94	13.20

**One on one paraprofessional situations will be reviewed individually, at the beginning of each assignment, and a determination made on whether or not they will be paid on the SXI scale.

Longevity - Longevity shall be paid to secretaries, paraprofessionals and computer technicians who have completed the indicated years of service to the school district in the bargaining unit as follows:

After completion of 5 years service	\$.10 per hour
After completion of 10 years service	\$.25 per hour
After completion of 15 years service	\$.35 per hour
After completion of 20 years service	\$.50 per hour
After completion of 25 years service	\$.75 per hour

The above amounts shall not be cumulative from one longevity step to the next – e.g. an individual being paid \$.25 for longevity would be paid \$.35 for longevity (not \$.60) upon the completion of 15 years of service.

Retirement - The Board will pay retirement costs on all wages into the Michigan Public School Employees Retirement System as required by law. As soon as a bargaining unit employee provides notice to the district of his/her intent to retire through MPSERS, the district will pay the employee an additional \$.50 per hour from the time the notice is received until the effective date of retirement. This amount will be paid in a lump sum at the time of retirement. To be eligible for this provision the employee must have been employed with the district for at least ten (10) years, and shall provide the required notice no more than one year in advance of his/her intended retirement. If after providing such notice, a severe change in an employee's personal situation precludes retirement as planned, the payment will not be made.

APPENDIX B - SKILL REQUIREMENTS & GENERAL JOB DESCRIPTIONS

OXFORD AREA COMMUNITY SCHOOLS ADMINISTRATIVE/OFFICE SECRETARY

Skill Requirements:

1. High School diploma.
2. One year experience in office procedures.
3. Experience and training which provide the following abilities, skills and knowledge:
 - knowledge of grammar, spelling, punctuation and arithmetic;
 - ability to type/word process at 55 WPM corrected;
 - ability to operate a personal computer and standard office equipment;
 - ability to compose and generate letters and other correspondence;
 - ability to communicate tactfully, courteously and effectively with staff and community.

Reports to: Administrator in charge.

Job Goal: To serve as confidential secretary to the administrator(s) and to facilitate the mission of the school through effective communication, problem solving and the provision of quality clerical support services.

Responsibilities and Duties:

1. Serve as secretary to the administrator-in-charge and perform clerical functions as needed.
2. Assist with enrollment of new students, keep enrollment records up-to-date, assist with the determination of enrollment for official student counts.
3. Maintain appropriate records, files and accounts.
4. Maintain inventory and prepare orders for all instructional and office supplies.
5. Maintain internal funds for building/office.
6. Facilitate the scheduling of building usage and keep master calendar.
7. Schedule appointments and Parent/Teacher Conferences.
8. Sort and disburse mail.
9. Process new materials and books.
10. Prepare staff/office reports and evaluations.
11. Maintain personnel records for building/office staff as directed.
12. Serve as liaison with parent/community groups.
13. Perform other related duties as assigned.

OXFORD AREA COMMUNITY SCHOOLS INSTRUCTIONAL PARAPROFESSIONAL

Skill Requirements:

1. Minimum High School diploma or equivalent, prefer associates degree or equivalent.
2. The ability to relate effectively with students, staff and parents.
 1. The ability to assist with the instruction of students.
 2. The ability to manage students in individual, small group and whole group situations.

Reports to: Building Principal and works under the supervision of a certified teacher.

Job Goal: To provide instructional, technical and supervisory support to staff and students in the building.

Responsibilities and Duties:

1. Supervise students in such areas as hallways, cafeterias, bus lines, playground and settings relating to before and after school activities as directed by the building administrator.
2. Assist the classroom teacher in supervising students under special circumstances such as field trips, individual, small group and whole group instruction when the teacher must temporarily leave the classroom for an emergency.
3. Assist with learning activities with students under the supervision of a certified teacher.
4. Perform tasks such as typing, laminating, bookbinding, recording, inventory, etc. as they relate to classroom instruction.
3. Assist the classroom teacher in the planning of instructional activities.
4. Plan, prepare and develop various teaching aids such as bibliographies, charts and graphs.
5. Present subject matter to students utilizing variety of methods and techniques such as lecture, discussion and/or supervised role playing.
6. Assist in preparing, administering and grading examinations.
7. Assist students, individually or in groups, with lesson assignments to present or reinforce learning concepts.
8. All other duties associated with the position of Instructional Paraprofessional.

**OXFORD AREA COMMUNITY SCHOOLS
MEDIA CENTER PARAPROFESSIONAL**

Skill Requirements:

Media Center Paraprofessionals work under the guidance and supervision of the professional staff. Primary responsibilities include daily routines in the operation of the media center and clerical and technical duties. With the increasing use of technology in the media center, a computer background and technology aptitude is needed. Positive human relations skills and good communication skills are important as well as the ability to learn on the job.

Minimum:

1. High School diploma
2. Experience in service employment
3. Pass proficiency test as determined by local district

Preferred:

1. Continued education in employment area
2. Three (3) years of parallel experience

Reports to: Building Principal.

Job Goal: To provide media services for students, teaching staff and building-level administration in a helpful, positive, congenial and flexible manner.

Responsibilities and Duties:

1. VCR
 - a. Copy tape to tape
2. Computer
 - a. Start and shutdown LCS Circulation program on the computer
 - b. Run overdue and fine lists and notices
 - c. Create scanner bar codes for books and library cards
 - d. Switch from various programs and CD-ROM disks
 - e. Word processing skills and keyboarding of 40 WPM
3. Periodicals
 - a. Disseminate content pages for magazines requested by staff
 - b. Update inventory cards for each periodical
 - c. Keep periodicals in correct order
4. Books
 - a. Assist in typing cards for card catalog
 - b. Assist in inventory procedures
 - c. Shelve books in correct order according to Dewey numbers and Fiction
 - d. Continually check to see if books are in correct order

5. Assist students and adults
 - a. Help students in mini computer lab using word processing and other computer programs
 - b. Help students save and print documents
 - c. Assist students in electronic searches
 - d. Use various reference material to assist students in finding information
 - e. Assist students in locating books using the Dewey system
 - f. Help with effective use of parent volunteers

6. Miscellaneous
 - a. Dust book shelves
 - b. Pick up and deliver audio visual equipment
 - c. Assist with "Book Fair" or comparable activity
 - d. Perform other duties as assigned or appropriate

7. Perform all clerical duties as assigned.
8. Implement office procedures.
9. Assist in the coordination of the duties involved in the daily operations of the school library media center.
10. Supervise subordinate staff and volunteers
11. Apply established circulation and storage procedures to all library media hardware and software.
12. Type reports, bibliographies, lists and indexes as assigned.
13. Demonstrate a positive attitude for public relations by supporting established programs.
14. Participate in and support training and in-service activities.
15. Assist in the instruction of information retrieval systems and use of the appropriate equipment.
16. Provide student reading selection and guidance under supervision of the library media specialist.
17. Participate in work-related associations and/or activities.

**OXFORD AREA COMMUNITY SCHOOLS
SPECIAL EDUCATION PARAPROFESSIONAL**

Skill Requirements:

1. High School diploma or equivalent.
2. Demonstrate proficiency in reading, writing and math.
3. Physically able to lift and maneuver 50 pounds, unaided.
4. Meet requirements set forth in applicable State and Federal laws.

Reports to: Director of Special Education and Building Principals, and works under the supervision of a certified teacher.

Job Goal: To provide instructional, technical and supervisory support to staff and students in the building.

Responsibilities and Duties:

1. Works with individual students or small groups of students to reinforce learning of material or skills assigned by the teacher.
2. Assists the teacher in devising special strategies for reinforcing material or skills based on an understanding of individual students, their needs, interests and abilities.
3. Operates and cares for equipment used in the classroom for instructional purposes.
4. Helps students master equipment or instructional materials assigned by teachers.
5. Serves as a source of information and help to any substitute teacher assigned in the absence of the regular teacher.
6. Participates in job related in-service training programs.
7. Aides students needing assistance in self-care, including toileting, intermittent catheterization and other health care duties, as required and with proper training.
8. To demonstrate the ability to be flexible when working with students, teachers and administrators.
9. To demonstrate an understanding of the student's disability and to display a positive attitude toward their capabilities and to them as an individual.
10. Other duties as assigned by the Director of Special Education or Building Principal.

OXFORD AREA COMMUNITY SCHOOLS COMPUTER TECHNICIANS

Skill Requirements:

1. High School diploma or equivalent.
2. Experience in technology.
3. Successful completion of proficiency test as determined by District.
4. Advanced education in technology preferred.
5. At least three (3) years technology experience preferred.

Reports to: Technology Director

Job Goal: To install, modify and make minor repairs to technology equipment and software systems and provide technical assistance and training to system users. To install, configure and troubleshoot technological equipment by performing the duties listed below.

Responsibilities and Duties:

1. Inspect technology equipment, when necessary.
2. Load specified software packages, such as operating systems, word processing or spreadsheet programs into computer.
3. Enter commands and observe system functions to verify correct system operation. Instruct user in use of equipment, software and manuals.
4. Answer inquiries in person and via telephone concerning systems operation. Diagnose system hardware, software and operator problems. Recommend or perform minor remedial actions to correct problems based on knowledge of system operation.
5. Replace defective or inadequate software packages.
6. Repair minor hardware problems and refer major hardware problems to service personnel for correction.
7. Attend technical conferences and seminars to keep abreast of new software and hardware product developments.
8. Perform network troubleshooting to isolate and diagnose common network problems.
9. Upgrade network hardware and software components as required.
10. Install, upgrade and configure network printing, directory structures, rights, security and software on file servers.
11. Provide users with network technical support.
12. Respond to the needs and questions of users concerning their access of resources on the network.
13. Establish network users, user environment, directories and security for networks being installed.
14. Provide users (students and staff) with appropriate technical training.
15. Perform inventory functions on identified hardware and software licensing.
16. Other duties relating to technology as assigned by the Director of Technology.

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