

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN THE**  
**OAK PARK BOARD OF EDUCATION**  
**AND THE**  
**OAK PARK EDUCATION ASSOCIATION/MEA/NEA**  
**2010-2012**

## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1. RECOGNITION .....	1
ARTICLE 2. ASSOCIATION RIGHTS.....	3
ARTICLE 3. TEACHER RIGHTS .....	7
ARTICLE 4. CIVIL RIGHTS.....	8
ARTICLE 5. BOARD'S RIGHTS AND RESPONSIBILITIES.....	9
ARTICLE 6. GRIEVANCE PROCEDURE.....	9
ARTICLE 7. SENIORITY .....	13
ARTICLE 8. WORKING CONDITIONS AND INDIVIDUAL SECURITY.....	15
ARTICLE 9. EVALUATION AND ACCOUNTABILITY .....	23
ARTICLE 10. RETIREMENT.....	24
ARTICLE 11. CLASS SIZE .....	25
ARTICLE 12. WORKING SCHEDULES.....	26
ARTICLE 13. TRANSFERS.....	28
ARTICLE 14. REDUCTIONS IN PERSONNEL.....	33
ARTICLE 15. LEAVE DAYS .....	36
ARTICLE 16. SABBATICAL LEAVE.....	39
ARTICLE 17. LEAVES OF ABSENCE.....	41
ARTICLE 18. STRIKE PROHIBITION.....	46
ARTICLE 19. ADVISORY COMMITTEE.....	46
ARTICLE 20. NON-CLASSROOM OPENINGS.....	46
ARTICLE 21. APPLICANTS TO ADMINISTRATIVE POSITIONS.....	48
ARTICLE 22. EXTRA-CURRICULAR SPONSORSHIPS.....	49
ARTICLE 23. SUMMER PROGRAMS.....	50
ARTICLE 24. ANNEXATION, CONSOLIDATION, AND CONSORTIUMS.....	51

ARTICLE 25.	COMPENSATION.....	51
ARTICLE 26.	CONFORMITY TO LAW - SAVINGS CLAUSE.....	52
ARTICLE 27.	NEGOTIATION PROCEDURES.....	53
ARTICLE 28.	SCHOOL CLOSING PROVISION.....	54
ARTICLE 29.	INSURANCE.....	54
ARTICLE 30.	SHARED TEACHING.....	56
ARTICLE 31.	EXTENDED SCHOOL YEAR.....	58
ARTICLE 32.	DRUG AND ALCOHOL ABUSE .....	59
ARTICLE 33.	DURATION OF AGREEMENT .....	62
	SCHEDULE A Salary Schedules.....	63-64
	SCHEDULE B Inter-Scholastic Sports and Extra- Curricular Activity Compensation.....	65, 66
	SCHEDULE C Calendar .....	67-70
	SCHEDULE D Pay Dates.....	71-72
	SCHEDULE E Definitions.....	73-74
	APPENDIX.....	75
	LETTER OF AGREEMENTS.....	76

The Oak Park School District is an equal opportunity employer and complies with all laws prohibiting discrimination on the basis of race, color, age, sex national origin, religion, citizenship, handicap, height, weight, marital status

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
OAK PARK BOARD OF EDUCATION  
AND  
OAK PARK EDUCATION ASSOCIATION MEA/NEA  
2010-2012**

**This Agreement entered** by and between the Board of Education of the Oak Park School District, Oak Park, Michigan, hereinafter called the Board, and the Oak Park Education Association, a local affiliate of the Michigan Education Association/National Education Association, hereinafter called the OPEA or Association.

**WITNESSETH**

Whereas the Board and OPEA, following extended and deliberate negotiations, have reached certain understandings with respect to hours, wages, terms and conditions of employment, it is hereby agreed as follows:

**ARTICLE 1. RECOGNITION**

1.1 The Board hereby recognizes the Oak Park Education Association, MEA/NEA as the exclusive bargaining representative as defined in Section 11 of Act 379, Public Acts of 1965, as amended, for purposes of collective bargaining in respect to rates of pay, wages, hours, and other conditions of employment, for all full and regular part-time certificated personnel and state licensed physical therapists and occupational therapists holding valid contracts with the Board of Education of Oak Park Schools, including:

All teachers in grades K through 12, guidance counselors, consultants, school psychologists, speech and hearing therapists, social workers, librarians, pre-school teachers, special education teachers, Headstart teachers, Title I teachers, STAR and Even Start teachers, and School/Community Agent, all who are regularly employed by the Oak Park Board of Education as regular teachers during the normal school year.

but excluding:

Supervisory and Administrative Personnel from Superintendent through Assistant Superintendents; Director of Services; Principals; Assistant Principals; Directors of Special Education, Vocational Education, Media Services, Athletics, Multi-Lingual and Multi-Cultural Education; Middle School Coordinators; District-Wide Coordinators and Supervisors; Department Chairpersons; and all Non-Instructional Personnel.

Whenever the singular is used, it is to include the plural.

## 1.2 Non-Tenured/Non-Probationary Status.

Each employee in a position not covered by the Teacher Tenure Act shall, for the purpose of this Agreement, serve a four year probationary period of continuous service, commencing with the first day of service in the position, pursuant to the following procedure.

- (a) Before the completion of the fourth year of continuous service in a position not covered by the Teacher Tenure Act, the employee will be given written notification by the District as to whether or not his or her service has been satisfactory.
- (b) If the District determines that a probationary employee's service is unsatisfactory, the District shall terminate the employee's service.
- (c) Notices required by this section must be sent:
  - 1. For employees commencing services during July, August, or September, on or before May 1 of the appropriate school year; or
  - 2. For employees commencing services during any other month, sixty (60) days prior to the appropriate anniversary date--based on the first day of service in the position.
- (e) Probationary years for employees commencing services during July, August, or September shall coincide with the school years worked.
- (f) It is agreed that, to the extent these employees may be entitled to tenure under the Michigan Tenure Act, they shall not be deemed to have tenure in any position other than as a classroom teacher.
- (g) Upon satisfactory completion of a probationary period, an employee in a position not covered by the Teacher Tenure Act will, for the purpose of this Agreement, be a non-probationary professional employee and may then only be terminated or disciplined for just cause, except as provided in Article 14 (Reduction in Personnel), provided that all licenses and required certifications are maintained by the employee.
- (h) The provisions of this Article in no way affect the relationship these employees or other employees may have with the District under the Michigan Teacher Tenure Act.

1.3 The Board agrees not to negotiate with any teacher organization other than the OPEA for the duration of this Agreement, or any teacher on any item covered by this Agreement.

## **ARTICLE 2. ASSOCIATION RIGHTS**

2.1 **Membership.** The OPEA agrees to admit to full participating membership all teachers as defined above who wish to become members of the Association.

### **2.2 Agency Shop**

- (a) The parties agree that every member of the bargaining unit will be required to sign an individual contract of employment and that every such contract shall contain the following:

"This contract is subject to a collective bargaining agreement heretofore or hereafter negotiated by the Board and the exclusive bargaining representative of teachers employed by the Board. The terms of such collective bargaining agreement are incorporated herein and by accepting this contract you agree to be bound by all of such terms, including wage deduction provisions thereof."

- (b) On or before the first day of the school year, the OPEA shall give written notification to the Board of the amount of the annual dues payable by members of the Association and which teachers have authorized the Board to have the regular Association dues deducted from their paychecks for that school year. The Board shall thereupon deduct the dues from the teachers' paychecks as designated on the certification and authorization forms in twenty (20) equal installments, as nearly as may be. A copy of each teacher's authorization will be provided to the Board.

- (c) No later than March 1 of each year, the OPEA shall give written notification to the Board of the amount of the service fee payable by non-members of the Association, and will certify which non-members of the Association have authorized the Board to have the service fee deducted from their paychecks for that school year. The "service fee" shall represent the fair share portion of the Association's regular dues attributable to the cost of the negotiation and administration of this and subsequent agreements and other Association activities and services that are legally chargeable to non-members as an agency fee. A copy of each non-member's authorization will be provided to the Board. The Board shall thereupon, as soon as administratively feasible, deduct the service fee from the paychecks of non-members as designated on the certification and authorization forms in equal installments based on the number of regular dues withholding pay dates remaining in the school year.

- (d) Once during each school year the Association may identify those teachers who authorized the Board not to have fees or dues deducted from their paychecks and who have not been otherwise paying their dues or fees. Deductions from the paychecks of the amounts due from these teachers will begin as soon as practicable, but only after the Superintendent, or designee, has determined that the dues and fees are not being paid and that the Association has substantially conformed to its procedures. The total amounts to be deducted from each of these teachers' paychecks will be specified and certified by the Association, but these amounts cannot be greater than the Association's regular dues (for Association members), or the service fee (for non-members), whichever is applicable. Deductions will be made as allowed by law, in equal installments (as nearly as may be) over the remaining pays of the school year in which dues are deducted.
- (e) Money deducted pursuant to the above paragraphs will be transmitted to the OPEA, or its designee, no later than twenty (20) days following each deduction. Upon remitting such amounts, the Board shall have no further liability or the responsibility with respect thereto. A teacher may, in lieu of payroll deduction, pay dues or the service fee by direct pay in accordance with OPEA procedure.
- (f) The payment of the dues or service fee to the Association is a condition of employment and failure to pay same is recognized as just and reasonable cause for termination of employment by the Board. In the event the procedure for automatic payroll deduction of dues or fees becomes disallowed by a court, statute, attorney general opinion or administrative agency, then any teacher who does not pay dues or fees through annually authorized payroll deduction or direct pay will be subject to termination, as follows. Upon receiving a written and signed complaint from the Association that a teacher has failed to comply with this condition of employment, the Superintendent, or designee, shall review the charge and offer the teacher the opportunity to respond thereto. Should it be determined by the District that the charge is with apparent merit and that the procedures referred to herein have been substantially followed, that the Board will notify said teacher that his or her services shall be discontinued at the end of the current school year. Prior to providing the Board with the signed complaint, the Association shall send written notification to the teacher which shall include: a statement of the amount to be paid, a due date for payment which shall be at least 15 days from the mailing of the notification, and a statement that failure to remit the amount owing by the deadline will result in his/her termination of employment. Notwithstanding the above, if the teacher to be terminated is a tenured teacher with the District, then that teacher's termination, and the Association's complaint regarding that teacher, shall be processed in accordance with the Teacher Tenure Act.
- (g) As a condition of the effectiveness of this Article, the Association agrees to indemnify and save the Board harmless against any and all claims, demands, costs, fees, suits, back pay or other forms of liability and expenses and all court or administrative agency costs that may arise out of, or by reason of, action taken by the Board for the purpose of complying with this Article.

(h) In the event of any action against the Board brought in a court or administrative agency because of its compliance with Section 2.2 (agency shop provision) of this Agreement:

1. The Board will give timely notice of such action to the OPEA, and
2. The Board will give full and complete cooperation to the OPEA and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
3. The OPEA agrees to provide and pay the full cost of OPEA selected legal counsel, as well as any legal fees incurred by the Board with regard to the Board's administration of this Section. The OPEA retains the right to settle any action at any time provided there is neither any cost to the Board, nor any admission of liability or wrongdoing on the part of the Board or its agents.

2.3 The Board will monthly furnish the OPEA, at its principal office, the name and building assignment of each teacher hired, terminated, or otherwise removed from the payroll.

- 2.4
- (a) Bulletin boards in the school offices and teachers' lounges shall be made available to the Association and its members, provided that all materials posted relate to the official business of the Association. Any questionable or improper use of bulletin boards shall become the concern of the principal and the OPEA representative of that building.
  - (b) The Association shall have the right to schedule association meetings in a building during lunchtime, where feasible, and before or after the school day of the teachers involved. The building principal shall be given advance notice of one day for such meeting, and s/he shall designate the area of the building to be used.
  - (c) School equipment may be made available to the OPEA and its members under such conditions as may be prescribed by the building administrator. Any supplies required in the use of such equipment in this manner must be replenished by or paid for by the OPEA at cost price.
  - (d) If a meeting is to be scheduled by the OPEA which requires special custodial services and/or specific facilities within a school building, the OPEA shall have the privilege of using the school building on the same basis as civic or political organizations, as established in Board policy.



- 2.5 (a) The intra-district mailing system shall be made available to the OPEA and its members. The Board shall provide the OPEA with a mail pick-up location at Central Office.
- (b) The District's e-mail system shall be made available to the OPEA for the expressed purpose of communicating with its members. It is understood by both parties that if members reply to an OPEA e-mail that they will respond to the sender only and not a "reply to all". In that case, replies to the member shall also be to the member only.

2.6 It is understood that the bargaining unit members set forth in Article 1, Section 1.1, have responsibility for performing duties normally associated with those positions. These duties shall not be assigned to anyone who is not a member of the bargaining unit except as allowed by this Agreement and as follows:

- (a) in an emergency;
- (b) to cover for an absent teacher; and
- (c) Department Chairpersons and part-time administrators may teach classes as part of their regular assignments.
- 2.7 (a) **OPEA Officials.** The OPEA officials may leave the building on their lunch period to conduct Association business and/or implement this Agreement. OPEA officials may leave the building at other times when not scheduled to be with students to implement this Agreement or to conduct Association business with the approval of the building supervisor. The OPEA shall provide the Superintendent with the list of its officials annually, and changes as necessary.
- (b) To create more opportunity to conduct union business OPEA Executive Officers shall have a planning period that either immediately precedes or follows their lunch period. This provision does not constitute an additional planning period.

2.8 The Board shall provide up to a total of thirty (30) days per year for the collective use of the Association members for Association business. The Association may bank unused Association days from year to year to a maximum of fifty (50) days. Application for use of these days shall be processed through regular conference attendance channels and shall be signed by the Association president signifying his or her approval. No deduction from the individual's leave day accumulation shall be made for days so granted. It is understood that the only expense to the Board is the regular compensation of the teacher and the cost of employing a substitute.

2.9 When prepared, the OPEA will be provided with notification of and agendas for all Board of Education meetings, copies of the minutes or summary of previous meetings and all personnel actions pertinent to OPEA. These copies will be sent via intra-district mail to the Executive Director and ten (10) to the corresponding secretary. The list of persons to receive these materials shall be furnished to Central Office and kept current by the OPEA.

2.10 The Board shall discuss with the Association, upon written request, its viewpoint on

any new or modified fiscal, budgetary, or tax program, construction program, or revisions of educational policy prior to their adoption. The OPEA shall be duly advised by the Board of fiscal, tax, and major budgetary programs affecting the, OPEA, and the OPEA shall have the opportunity to consult with the Board with respect thereto.

2.11 The Administration shall furnish, upon request from the OPEA, all available information and documents necessary for negotiations and/or the maintenance of this Agreement and to otherwise represent a teacher.

2.12 The Board shall not provide aid or assistance (e.g., dues deduction, use of facilities) to any rival teacher organization for the duration of this Agreement.

2.13 The OPEA Executive Director or designee shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. The initial contact in any school building shall be with the school office (principal, assistant principal, administrator, or secretary).

### **ARTICLE 3. TEACHER RIGHTS**

3.1 The Board and OPEA agree that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan and/or the United States or the Constitution of Michigan and/or the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of membership or non-membership in the Association, participation or lack thereof in any activities of the Association or collective professional negotiations with the Board, or institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

3.2 Teachers shall be permitted to wear official insignia, pins, or other identification of membership in the Association either on or off school premises.

3.3 Deductions for any District approved financial institution, tax deferred annuities, United Foundation, and other current deductions will continue as authorized by individual teachers. Other deductions may be arranged by mutual agreement between the Board and the OPEA.

3.4 The Board reserves all its rights under the statutes of the State of Michigan, including the Michigan Tenure Act, to discipline, demote, reprimand in writing, and discharge employees for just cause. Any such action by the Board against a tenure teacher shall be subject to the grievance procedure as set forth in Article 6, except as provided therein.

#### **3.5 Equal Treatment**

- (a) The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status or membership in or association with the activities of any employee organization.

- (b) Notwithstanding their employment, teachers shall be entitled to full rights of citizenship.

### 3.6 **Right-to-Representation**

- (a) A teacher shall at all times upon his/her request be entitled to the presence of a representative of the Association when s/he is being reprimanded, investigated, or disciplined for any delinquency in professional performance. When a request for the presence of an Association representative is made by the teacher or administrator, no action shall be taken with respect to the teacher until such representative of the Association is present. Such representation must be provided within two (2) school days.
- (b) In the absence of a request for representation by a teacher, an administrator may request the attendance of an Association representative.
- (c) Nothing contained in the above paragraphs shall prevent an administrator from exercising his/her normal administrative and supervisory duties. An administrator shall at all times be free to discuss and talk to teachers regarding their professional performance.

- 3.7 (a) Record books, plan books, calendar, anecdotal records, attendance books, and similar type documents are maintained by a teacher for the purposes normally associated with them. The parties recognize that the Administration has a right to review such records, subject to giving the teacher notice of same and allowing the teacher to be present if he or she desires. The parties recognize that this provision does not apply to the intended use of these records; e.g., record books, plan books, and attendance books for use by a substitute teacher.
- (b) Review by external agents of the state is permitted without the teacher being present. The teacher shall be advised of such review.

3.8 The Board recognizes the teachers' rights regarding the integrity of student grades and agrees to respect those rights in the handling of any disputes regarding grades.

## **ARTICLE 4. CIVIL RIGHTS**

4.1 In accordance with the laws of the State of Michigan and previous practices of the District, the Board and the OPEA shall continue to promote integration of faculty and student population. The Board shall continue its efforts to provide a testing program that recognizes multi-ethnic backgrounds and that is non-sexist in nature.

4.2 A Civil Rights Committee consisting of representatives selected by the Board and representatives selected by the OPEA shall be established to safeguard the civil rights of all members of the bargaining unit, to implement the provisions of this article, and to assist in the development of new programs.

4.3 In the event of a court or administrative agency order or a voluntary plan to provide for movement of students and teachers to provide change in racial make-up of the school population, this committee shall be involved in preliminary planning.

4.4 The parties to this Agreement are mutually committed to increasing the number of racial minority teachers recruited by and hired into teaching positions within the Oak Park Schools. The parties reaffirm their commitment to affirmative action goals and human relations.

## **ARTICLE 5. BOARD'S RIGHTS AND RESPONSIBILITIES**

5.1 In order to carry out its responsibility for the development and operation of programs providing the best educational opportunity for the Oak Park School District consistent with community resources, the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in the Board by law, or previously exercised by the Board including by way of illustration, and not by way of limitation, the following:

- (a) The supervision, direction, and control of the management and administration of the school system, its properties, and facilities.
- (b) The right to hire all employees and subject to the provisions of the law, to determine their qualifications, to discharge, demote or otherwise discipline employees for reasonable and just cause and to promote and transfer employees.
- (c) The right to establish grades and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students as deemed necessary or advisable by the Board.
- (d) The selection of textbooks and teaching materials and various teaching aids.
- (e) The right to determine class schedules, class size, the hours of instruction and assignment of teachers with respect thereto.

5.2 The exercise of the foregoing powers, rights, duties and responsibilities by the Board and the adoption of policies, rules, regulations, and practices in furtherance thereof, shall be the exclusive prerogative of the Board except as otherwise limited by express provisions of this Agreement.

## **ARTICLE 6. GRIEVANCE PROCEDURE**

6.1 **Purpose.** The purpose of the grievance procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise affecting the welfare or working conditions of teachers. Both parties agree that these proceedings shall be informal.

6.2 **Definitions.**

- (a) A grievance may be filed and presented by a teacher or by the Association acting through its representatives. Any individual teacher may present his/her grievance and have the grievance adjusted without intervention of the Association if the adjustment of the grievance is not inconsistent with the terms of this Agreement, and the Association has been given an opportunity to have an Association representative present at such adjustment, provided,

however, that the adjustment of a grievance between the Board or its representative, and an individual teacher shall not preclude the Association from filing its own grievance with respect to the same subject.

- (b) A grievance is a complaint by a teacher or the OPEA involving the application or interpretation of this Agreement or a claim that some action taken by the Board, Administration, or other supervisory personnel concerning teachers' wages or hours and other terms and conditions of employment is unreasonable.
- (c) It is understood that two or more teachers may file a common grievance in a given building provided that the grievance commences with Step One of the grievance procedure.
- (d) The term "days," when used in this article, shall, except as otherwise indicated, mean Monday through Friday, inclusive. Legal holidays and all school recesses, shall not be considered as days in this article, unless otherwise mutually agreed upon by the OPEA and Central Office.
- (e)
  - 1. The grievance procedure provided in this Agreement shall be the sole and exclusive means of presenting and resolving complaints or disputes regarding the application or interpretation of this Agreement.
  - 2. If at any time during the processing of a grievance, up to the issuance of an award by an arbitrator, it is determined that a teacher has filed charges or instituted proceedings in any other forum, including the Teachers' Tenure Commission, seeking a relief or remedy sought in a grievance, all further proceedings under this article shall be terminated with prejudice. If the charges or proceedings are initiated following an arbitration hearing, but prior to the issuance of an award, the Board will communicate with the arbitrator through the American Arbitration Association and instruct the arbitrator to terminate consideration of the matter, specifically citing this provision.
- (f) All grievances will be submitted in writing for all steps of the grievance procedure, and all responses shall be in writing and shall include a statement of explanation of the decision.

### **6.3 Procedure.**

- (a) The number of days indicated at each step should be considered as maximum, and every effort will be made to expedite the process. The time limits specified may, however, be extended by mutual agreement between the OPEA and appropriate administrator.
- (b) Grievances which affect teachers in more than one building and involve more than one supervisor may be filed at the Central Office level, Step 2.
- (c) The filing of a grievance at the wrong step shall not cause the grievance to be denied. The administrator will move the grievance to the appropriate step and notify the teacher and OPEA.

#### 6.4 Steps.

- (a) Step-One. The grievance shall be presented to the building principal or appropriate supervisor within fifteen (15) days of the event upon which the grievance is based. The "Statement of Grievance" shall name the teacher involved, shall state the facts giving rise to the grievance, shall identify all of the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the teacher or the Association with respect to these provisions, and shall indicate the relief requested. The teacher may choose to have an Association representative present in discussing the grievance with the principal or appropriate administrator. A response to the grievance shall be given to the teacher and the Association within five (5) days after presentation of the grievance.
- (b) Step-Two. If the grievance was not resolved at Step One, the teacher or the Association may appeal the decision within ten (10) days after receipt of the response. Appeal will be according to the following conditions:
  - 1. If Step One involved an administrator other than Central Office, Step Two will be the appropriate Assistant Superintendent.
  - 2. If the grievance was initiated at Central Office level, Step Two will be the Office of the Superintendent.

The appropriate Central Office administrator shall meet with the aggrieved teacher and/or the Association within ten (10) school days after presentation of the grievance. A response to the grievance shall be given to the teacher and the Association within five (5) days after the date the meeting was held with the aggrieved teacher, and or the Association.

- (c) Step-Three. If the grievance is not satisfactorily resolved at step two, the OPEA, within fifteen (15) days of receipt of the Step Two decision or exhaustion of time limits, may submit the grievance to impartial arbitration. If the grievance is to be submitted to impartial arbitration, a demand signed by the OPEA shall be sent to the American Arbitration Association requesting their services, with a copy sent to the Superintendent. The selection of an arbitrator and the conducting of the hearing will be in accordance with their procedures and rules. Upon mutual agreement, the arbitration procedure, on individual case basis, shall be expedited. The decision of the impartial arbitrator shall be final and binding on all parties. The expenses and fee, if any, of the impartial arbitrator shall be shared equally by both parties. In lieu of the ad-hoc arbitrator selection process, the Board and the OPEA may elect to establish a permanent arbitrator process, and said arbitrator shall serve at the will of both parties.

**6.5 Powers-of-the-Arbitrator.** It shall be the function of the arbitrator, and s/he shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

- (a) S/he shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

- (b) S/he shall have no power to establish wage scales or change any wage but may place a teacher on the correct step/track or correct the calculation of the salary.
- (c) S/he shall have no power to change any practice, policy, or rule of the Board.
- (d) Neither party shall be permitted to assert in such arbitration proceeding any new issues not previously raised or disclosed during the previous grievance steps.

There shall be no appeal from an arbitrator's decision. It shall be final and binding on the Association, its members, the teacher or teachers involved, and the Board, except where permitted by law.

The fees and expenses of the arbitrator shall be shared equally by the Board and the OPEA. All other expenses shall be borne by the parties incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

- 6.6
- (a) Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be processed. Grievances which have not been resolved prior to the expiration of this Agreement shall continue to be processed according to the terms of this Agreement until resolved.
  - (b) All responses to a grievance by the Superintendent or designee shall be communicated in writing and either delivered to the teacher, as well as the Association's Equity Chairperson, in person, through intra-district mail, or by U.S. Postal Service to his/her home address, and the Association's Executive Director shall be sent a copy of those responses to 3070I Barrington Avenue, Suite 125, Madison Heights, MI 48071.
  - (c) All appeals of a grievance to the Superintendent or designee shall be communicated by U.S. Postal Service at the official address of the Board, 13900 Granzon, Oak Park, Michigan 48237.
  - (d) During any conference between a teacher and principal and/or administrator pertaining to a grievance, the teacher may request that the conference be terminated and be reconvened with an Association official in attendance.
  - (e) Any conference which is held under the grievance procedure shall be conducted at any mutually agreed-to time, which includes the teacher's lunch period or other times when not scheduled to be with students. In the event that a conference or hearing under the grievance procedure is held during school hours, each teacher who is a party or witness shall be excused from his/her regular duties with pay to attend such a conference or hearing. The conference or hearings at Steps One and Two shall be held at any building operated by the Board or at any site of mutual agreement.
  - (f) Each conference conducted under the grievance procedure shall be conducted as a private conference and attendance at such a conference shall be restricted to those persons requested by either party to participate in the attempted resolution of the grievance.

- (g) Failure to file the grievance in writing as specified in Steps One and Two or to forward as specified in Steps One and Two and Three shall mean the grievance is waived.
- (h) Failure to communicate a response on a grievance within the specified time limits shall entitle the aggrieved party to proceed to the next step.
- (i) If the employee elects to be represented, s/he may be present at any level of the grievance procedure where the grievance is to be discussed except that s/he need not be present where it is mutually agreed that no facts are in dispute; and that the sole question is the interpretation of this Agreement.
- (j) The filing of a grievance shall in no way interfere with the rights of the Board to proceed in carrying out its management responsibilities, subject to the final decision on the grievance.
- (k) During the pendency of any proceedings and until a final determination has been reached, all proceedings shall be private; and any preliminary disposition will not be made public without the agreement of all parties.
- (l) There shall be no reprisals of any kind by any administrative personnel or Board taken against any party in interest or his/her Association Representative, or any other participant in the procedure set forth therein by reason of such participation.
- (m) All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- (n) Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents shall be given appropriate distribution by the Superintendent so as to facilitate operation of procedures set forth herein.
- (o) Only the OPEA shall submit a grievance to arbitration.

## **ARTICLE 7. SENIORITY**

7.1 The Board shall provide the OPEA with an up-to-date seniority list by October 15 and April 1 of each year. The list shall include names of all members of the Bargaining Unit, whether on leave, layoff, or active employment, in the rank order based on seniority as defined in this Agreement, degree status, certification/endorsement, and current assignment.

7.2 The Board shall provide the OPEA with a list of non-bargaining unit professional personnel who have previous service in this bargaining unit. The list shall include the names of all such persons, the previous seniority, degree status, and certification/endorsement.



- 7.3 (a) Seniority shall date from the teacher's most recent date of hire as a member of the bargaining unit. When a teacher resigns, all seniority is lost.
- (b) To receive seniority credit for a month, a teacher must work until on or after the fifteenth (15th) of the month or return to work on or before the fifteenth (15th) of the month. Should the fifteenth (15th) of a month be a non-scheduled work day, the teacher must work the last scheduled work day prior to the fifteenth (15th) of the month or return the first scheduled work day after the fifteenth (15th) of the month. Seniority credit shall not be added or deducted for July and August.
- (c) For a teacher hired before June 15, 1998, date of hire shall be as per a seniority list to be established thirty (30) days following the implementation of the master agreement. The OPEA and administration shall establish said seniority list. The parties shall use the most current seniority list and establish tie-breakers where more than one person has the same date of hire. Teachers shall have the opportunity to provide proof of alleged errors in the list prior to the thirty (30) days expiring. Corrections to the seniority list shall be made if errors are proven to exist.

Once the thirty (30) day time limit has passed, both parties shall sign an agreement that recognizes the seniority list as accurate and official. Both parties shall receive three (3) copies of the list with the signed agreement attached. Once signed, the list shall not be amended, nor can grievances be filed to amend it.

A teacher hired after June 15, 1998, shall have their date of hire be their first day worked as a contract teacher.

- (d) Time spent on layoff or unpaid leaves of absence shall be blanked out for purposes of counting seniority credit except as provided in Articles 16 and 17 of this agreement. Seniority, as defined in Article 7, and seniority lists, may be amended due to leaves of absence which last more than a year. Corrections on the seniority list due to layoff or leave shall be provided to the association.

7.4 Any teacher who is appointed to an administrative or department chairperson position after September 15, 1980, will retain previously accumulated seniority but shall not accrue seniority while in that position. Those persons in such positions prior to the above date shall continue to accumulate seniority in the unit.

7.5 In the case of equal seniority, teachers will be ranked based in order of the following:

- (a) Prior contract teaching in Oak Park.
- (b) Substitute teaching, in Oak Park, where those having substituted the most days would have the greater seniority.
- (c) The last four (4) digits of their social security number. In the event that more than one teacher has the same four (4) digits, the next digit to the left would be used until the tie was broken. The higher the number the greater the seniority.

- (d) In both (a) and (b) above, credit for prior teaching or substituting shall be given by the district on a form signed by the member and by administration at the time the member's individual contract is signed. Once signed, this form, or the information contained therein, shall be deemed to be accurate and cannot be amended. It shall not be grievable. The administration shall require all new hires to sign the form and it shall be kept as part of the teacher's personnel file.

7.6 The OPEA president shall have greater seniority than other members as defined and found in Articles 13.1(b), 13.2 and 13.5. Said super-seniority applies to these articles only and shall remain in effect during the time the individual holds office as OPEA president. After leaving office, s/he shall have the seniority defined as related to any position s/he holds in the district.

## **ARTICLE 8. WORKING CONDITIONS AND INDIVIDUAL SECURITY**

### **8.1 Physical Facilities.**

- (a) The physical facilities of the classroom and of the school should be conducive to the health, safety, and welfare of the students and teachers. Heating and ventilation systems will be maintained in good working order. Every attempt shall be made to clean, on a daily basis, those rooms which are in daily use.
- (b) The Board shall provide working conditions and facilities in each school building which are in accordance with health standards as developed by the U.S. Department of Labor, the Michigan Public Health Department, and the State Administrative Code (Sanitation Standards in Schools).
- (c) Every attempt shall be made to clean sidewalks and parking lots of ice and snow.
- (d) Clean and functioning lavatory facilities shall be available for all teachers that are separate from student lavatories.
- (e) Staff lounges and lunchrooms are for the use of school personnel during normal school hours. Non-school adult personnel may occasionally use the Staff lunchroom during lunch hours when there are valid reasons.
- (f) The Board shall make telephones available that provide privacy for teachers' professional calls. The OPEA will have a representative on the Telecommunications Committee.

### **8.2 Clerical and Non Teaching Duties.**

- (a) All efforts shall be exerted to relieve teachers of clerical and non-teaching duties not directly related to their teaching assignments.
- (b) Non-teaching duties and emergency assignments within a school are to be shared among all staff members on an equitable basis.

**8.3 Paraprofessionals-and-Aides.** Responsibility for day-to-day instructional activities shall rest with certificated teachers.

- (a) Teacher aides may be assigned to assist in instructional related activities. Such activities, under direction of the teacher, are:
  - 1. Complementing instruction (i.e., assisting the teacher during the lesson by helping pupils who may be having difficulty in understanding or in keeping up with the class).
  - 2. Supplementing instruction (i.e., assisting the teacher by working with individuals or small groups of pupils on follow-up activities specified by the teacher).
  - 3. Reinforcing instruction (i.e., assisting the teacher by administering under supervision and direction, remedial or drill activities for individuals or small groups).
- (b) All paraprofessionals and aides engaged in complementing, supplementing, or reinforcing instruction shall be under the meaningful direction and supervision of a certified classroom teacher.
- (c) Teacher aides shall not be given full responsibility for instruction. A certificated teacher must assign and must supervise activities performed by teacher aides, and must provide meaningful direction. For example:
  - 1. A certificated teacher must be present during instructional activities each and every school day.
  - 2. A certificated teacher must always be responsible for the assigned instruction of a classroom.
  - 3. A certificated teacher may sometimes be temporarily absent during the school day.
- (d) If possible, a teacher who has had an aide, or had one at the end of the prior school year, will be given two (2) weeks notice if an aide is removed. A teacher will be given two (2) weeks notice if a different aide is assigned to the teacher.

**8.4 Teacher-Community-Administrator-Relationships.**

- (a) In cases of a complaint of a parent concerning a teacher, the principal shall, after hearing the parent's complaint, reserve comment and judgment until s/he has had an opportunity to consult with the teacher about the alleged problem.
- (b) Principals or Central Administrators receiving parental complaints shall advise the teacher and the Association of the substantive complaint, including the identity of the complainant, as soon as reasonably possible.

The parent will be advised that the teacher is available for consultation. On failure to resolve the complaint by such direct approach, Administration shall attempt to resolve the matter.

- (c) Anonymous materials, if not presented to teacher and not leading to an administrative investigation, and determination shared with the teacher and Association, shall not be maintained in any building or personnel file.

**8.5 Assault Upon a Teacher.** Any assault upon a teacher shall be reported by the principal to proper school and civil authorities. In the event a teacher requires legal counsel with respect to his/her rights and responsibilities incidental to an assault, said counsel shall be provided in cases of civil liability by the Board or its insurance carrier.

Each classroom building will have a written procedure setting forth how teachers may obtain emergency assistance or report the presence of unauthorized individuals in the building. These procedures will be annually reviewed with the staff and they will be included in the Teachers' Manual issued in each building.

**8.6 Travel Time Between Buildings.** Teachers who are required to teach in more than one building shall have sufficient time and not be less than fifteen (15) minutes between class assignments for travel. It is understood that such travel time shall not impinge upon the teacher's assigned planning time or lunch period. A teacher shall not be assigned to more than three (3) buildings in any one day except in such cases where scheduling problems will not permit otherwise.

Exceptions to the above provision will be:

- (a) Key and Oak Park Preparatory Academy (OPPA) will be considered one building.
- (b) Elementary classroom teachers who teach in different elementary buildings when their lunch hour separates their teaching assignments between buildings. In this case, the classroom teacher shall be provided seventy-five (75) minutes additional planning time per week during the student day or compensation at the hourly rate in Section 25.3.

**8.7 Teacher Liability.** Teachers shall not be held responsible for loss of school property or children's property within the school or while on official business unless proof of negligence is established.

**8.8 Personnel Files.** Maintenance and inspection of personnel files shall be in accordance with the Bullard-Plawecki Right to Know Act (39 7 PA 1978).

- (a) A teacher's official personnel file shall be maintained in the Personnel Office.
- (b) Materials shall be removed from a personnel file if and when a teacher's claim that such material is inaccurate has been sustained by the Superintendent.
- (c) A teacher shall be permitted to reproduce any non-confidential material in his/her file once each school year.

- (d) Information relating to a teacher's unsuccessful application for a position requiring a screening committee recommendation may be removed from a teacher's file at his/her written request.
- (e) Except for copies of materials routinely furnished teachers that are placed in the personnel file (e.g., individual contract, leave requests), a copy of all material placed therein will be furnished to the teacher. The teacher shall initial the material to acknowledge receipt of the copy.
- (f) A teacher shall have the right to answer any material placed in his/her file and his/her answer shall be attached to the file copy.

**8.9 Classroom Interruptions.** The Board agrees to discourage unnecessary interruptions of classes, and school intra-communication systems shall be used only for the transmission of emergency school messages. All other necessary messages shall be communicated during the first five (5) minutes of each half day and during the last fifteen (15) minutes of each half day. Except in urgent situations, the P.A. shall not be used to give non-school related matters without prior notice to the building staff.

Each building will have a procedure providing that, in the event an emergency and critical message is left for a teacher, office staff should attempt to contact the teacher by delivery or P.A., or if that is not possible or successful, to alert the building administrator.

**8.10 Parent Request for Conference.** Teachers may confer with parents during the regular school day upon reasonable notice. Parent conferences during a teacher's regularly scheduled lunch period will only be so arranged with the teacher's concurrence. Parent meetings should not be arranged with the teacher by use of the P.A. Should an administrator determine that a teacher should be contacted during student-contact time for purposes of arranging a parent conference, then that contact should be made by the administrator out of the parent's presence.

**8.11 Emergency Building Evacuation.** In the event of the need to evacuate any building for fire drill, bomb threats, tornado warnings, and similar emergency situations, teachers shall not be required to remain in the building after the students have been evacuated. However, teachers may volunteer their services if needed. If the students are dismissed, the teachers shall also be dismissed for the remainder of the day provided that the teacher has followed the procedure outlined in his/her Building Manual.

When school is scheduled, should a teacher not be able to report for work due to inclement weather, s/he shall forfeit one (1) accumulated leave day.

**8.12 Student Discipline Policies and Procedures.**

- (a) The Board and the OPEA recognize the need for a uniform pupil disciplinary policy in the Oak Park School District. The Board, therefore, shall make known the rules and regulations presently in force regarding the discipline, suspension, and expulsion of students; and it shall be the responsibility of the administration and the teachers to enforce said rules and regulations.

- (b) Any child who creates a serious disturbance in the classroom or otherwise refuses to adhere to reasonable standards of conduct may be sent to or reported to the office of the principal. A teacher who sends a child to the office of the principal for disciplinary reasons shall confer with the principal concerning the problem and shall provide notice as soon as possible after the incident occurs and provide a written statement of the incident by the end of the next work day following conference with the principal.
- (c) A student who has been sent to the appropriate office for disciplinary purposes should not return to class until the end of the class period or until a reasonable time has elapsed. The teacher should be notified in writing as to the disposition of the case before or at the time of the student's return to the class.
- (d)
  - 1. Instances of gross misbehavior or any verbal attack upon a teacher shall result in suspension from class or classes.
  - 2. It is understood that when the student is reinstated from suspension, the teacher shall be consulted as to the advisability of having the student placed back in the teacher's class.
- (e) If a teacher has referred a child in conformance with procedures defined in the Mandatory Special Education Act (P.A. 198, 1971, as amended) and the procedures defined in the Oak Park Special Education Handbook (most recent edition) and the child continues to be disruptive in the classroom, the teacher may request of the principal that the required I.E.P.C. procedures be expedited. It is understood that administrative support for requests of this nature shall be given.
- (f) The Board and Administration will give support and assistance to teachers with respect to maintenance of control and discipline in the school. When it has been determined that a particular pupil requires the attention of special counselors, social workers, or other support personnel, or law enforcement personnel, the Administration shall provide for such attention.

### 8.13 Meetings.

- (a) General Staff Meetings. Teachers shall make the time available for meetings on Monday, no more than three (3) Mondays per month, and two (2) Mondays per month in months containing a scheduled full day for teacher professional development. Notice of such meetings shall be posted or announced by noon of the previous Friday. All meetings shall have an agenda and the agenda will be placed in the teachers' mailboxes no later than one-half day preceding the time of the meeting. In the event the meeting is canceled, notice of said cancellation shall be given to teachers at least one-half day preceding the time of the meeting. Meetings shall be held after the student day unless the majority of teachers affected want a different time.
  - 1. Such meetings shall include, but not be limited to:

- (a) Building faculty meetings
- (b) Departmental meetings
- (c) Team meetings
- (d) Curriculum meetings
- (e) In-Service workshop meetings/ Professional Development
- (f) Grade Level Content/Expectation Meetings

2. The time and duration of building, department, and team meetings shall be set by the administrator and staff at the beginning of the school year. The time and duration of curriculum meetings and in-service workshop meetings shall be set at the first meeting with adjustments made as the administrator and staff deem necessary.

3. Time shall be allocated to the OPEA on the agenda for general staff meetings. The building representative shall provide the principal with the item(s) to be included on the agenda.

(b) In the event of a conflict of scheduled meetings, the teacher should report the conflict to the building principal who will decide which meeting the teacher attends.

(c) The Administration shall not schedule meetings on Wednesdays after school so as not to interfere with OPEA meetings.

(d) The Administration shall not schedule meetings on records days with the exception of in-service scheduled into the calendar (Schedule C).

(e) In order to meet required hours of professional development, extended in-service may be scheduled for elementary and middle school teachers. If scheduled, it will only be done to the extent necessary to provide the equivalent of two (2) days of professional development and no more than one (1) Monday per month, with the following exceptions:

It is understood that probationary teachers may have to attend two (2) extended Monday Professional Development a month, to meet the higher number of professional development hours required, and that high school probationary teachers may need to be included.

It is also understood that teachers may be offered additional Monday in-services where attendance would be voluntary. There shall be no discrimination against a teacher's choosing to attend (or not to attend) these voluntary meetings.

For any extended professional development, the following shall apply:

Said professional development shall begin five minutes after the teacher dismissal time. The first hour of said meeting time shall replace the contractual general staff meeting and shall not be compensated: the second hour, if any portion is used, shall be compensated at the following rate:

**2010 - 2012: \$24 per hour.**

2010-2012	
0 - 15 minutes	\$6.00
16 - 30 minutes	\$12.00
31 - 45 minutes	\$18.00
46 - 60 minutes	\$24.00

8.14 **Counselors.** Guidance counselors shall not be responsible for any clerical duties related to administering daily attendance. Counselors shall not be required to supervise either study hall or lunchroom.

8.15 Teachers shall attend parent-teacher conferences and one (1) open house or similar function if scheduled, at all schools to which they are assigned. A building shall have no more than one (1) open house or similar function per year, where teachers are required to attend. Teachers attending one (1) open house or similar function shall assist in the supervision of two (2) sponsored non-paid student functions during the school year. Teachers attending two (2) open houses or similar functions shall assist in the supervision of one (1) sponsored non-paid student function. Teachers attending three (3) or more open houses or similar functions shall not assist in the supervision of non-paid student functions unless they wish to volunteer. Assignments shall be made on a rotational basis at the early part of each semester whenever possible. The teacher's choice of each sponsorship shall be honored whenever possible.

As provided in Schedule C, all teachers who participate in the regularly scheduled parent teacher conferences shall receive the compensatory time. The high school may schedule a third evening parent teacher conference in lieu of the open house. High school teachers who attend a third evening conference shall receive one-half day compensatory time, the schedule for the third such conference and the comp time shall be determined during the month of September by the high school's building leadership team. Teachers (except those whose assignment is exclusively at the high school) who attend more than two (2) evening parent conferences shall be compensated at the hourly rate as provided in Section 25.2. Teachers who are absent during scheduled evening parent-teacher conferences shall submit to their administrator a schedule of equivalent time outside of the school day for conferences or deduct one-half day's accumulated sick leave or one-half day's pay.

The Union and Board agree that special activities scheduled by the high school counselors shall count toward non-paid sponsorships as cited in contract Article 8.15.



**8.16 Compliance with Building Policy Manuals.** Teachers should be familiar with and comply with building policies as outlined in Building Policy Manuals, which shall be distributed no later than the first building meeting. The manuals shall be reviewed with the staff at the start of every school year, unless there are no changes to previous year's manual. Any changes in the manual will be highlighted and pointed out to the teachers. Wherever possible, the policies will be consistent throughout the District.

8.17 When a teacher is unable to be in school on any given day, s/he shall contact the system-wide designated number by 6:30 a.m. in order that arrangements may be made for a substitute. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher. It is understood and agreed, that if the system-wide designated number is not working, teachers, under those circumstances, will have to call in to their schools' offices to leave a message about their absence (or an alternative backup number, should one be provided by the District.

- (a) Teachers shall not be asked to substitute for absent teachers except in the case of emergency. An emergency shall be defined as a period of time when a teacher is unable to be at his/her teaching station and the Administration has attempted and is unable to provide a substitute teacher. Insofar as practical, substitution shall be rotated. Those teachers asked to substitute shall be selected on the following basis:

SECONDARY

- 1) All certified members of the bargaining unit may volunteer on their planning period.
- 2) ROTATIONAL PLAN - Same personnel as above but non-voluntary, includes Counselors, Media, Speech, Work Study, Social Workers\*, Psychologists\*, Classroom teachers.

\* IF CERTIFIED

ELEMENTARY

- 1) Volunteers on planning periods including Chapter I, Article 3, ESL, Speech, Resource room, Reading, Media, Social worker\*, Psychologist\*.
- 2) ROTATIONAL PLAN - Same personnel as above but non-voluntary in quarter (1/4) day segments with the guarantee of half hour pay for making up planning period on their own time.

\* IF CERTIFIED

- (b) In the event a teacher "loses" a preparation period owing to having to fill in for an absent teacher during said preparation period, the District shall compensate said teacher as provided for in Article 25, Section 25.3
- (c) Students shall not be assigned to the library in lieu of their regular class when the teacher is absent.

- (d) Unless otherwise agreed upon, no more than eight members of the bargaining unit shall be authorized or directed to participate in non-instructional activities, excluding sick and personal leave, per day.

8.18 A teacher will be reimbursed for loss, damage, or destruction of clothing or personal property used for teaching, excluding motor vehicles, as a result of theft, vandalism, or assault related to teaching duties unless due to negligence or criminal guilt of the teacher. The teacher may have registered the items with the building principal and have received the principal's permission for use under this provision. The loss must exceed twenty-five dollars (\$25.00) and cannot exceed five hundred dollars (\$500.00). The application shall be in the form of a letter. To be eligible for payment, the teacher must file a police report for items valued at one hundred dollars (\$100.00) or greater.

In all cases, adequate proof of loss or a sworn affidavit must be submitted with the claim. The Board or school administrator shall assist teachers in attempting to obtain restitution for damages or loss occurring on school premises during the time of employment.

In the event there is a dispute involving a claim in this section, the matter shall be referred to a committee of two (2) administrators and two (2) members of the bargaining unit. The decision of this committee is not subject to the grievance procedure.

8.19 By March 1 of each school year, teachers will submit requests for supplies needed and/or desired for the ensuing year. The requests shall include cost of the items, vendor name, stock number and be in descending order of priority. The Principal or program supervisor responsible for the budget will meet with teachers to discuss the requests prior to the adoption of the budget. The teachers will receive notice as to the disposition of their requests prior to the last day of school.

8.20 The Administration and the OPEA shall form a district-wide committee to study the use, maintenance and availability of copy machines. The committee will be composed of up to three bargaining unit members representing elementary and secondary teachers and up to three administrators. This committee will make recommendations to the Superintendent by October 31 of the school year concerning policy and guidelines for the equitable use of building copy machines.

## **ARTICLE 9. EVALUATION AND ACCOUNTABILITY**

9.1 Teachers shall be evaluated in accordance with the Michigan Teacher Tenure Act as amended through the regular session of 1993 and the adopted procedures and criteria of the School District (AP 41171 and Form).

9.2 All evaluations or observations of the work performance of a teacher shall be conducted openly and with the full knowledge of the teacher.

9.3 Material which is used in an evaluative manner must be observed and compiled by an administrator. Material originating from any source shall not become a part of any teacher's official evaluation or any part of his/her personnel file without the teacher having the opportunity to attach a written response to the material.

9.4 Evaluations shall be conducted by the teacher's immediate supervisor and/or building principal or other building administrator.

9.5 After the teacher has been evaluated, a written report shall be completed in triplicate and signed by the evaluator and the teacher. One copy is to be sent to the Superintendent, one copy retained by the building principal(s), and one copy given to the teacher. A teacher may submit his/her own statement if s/he does not agree with the evaluation. This statement, signed by the administrator and the teacher, is to be attached to the evaluation and placed in the teacher's personnel file.

9.6 A teacher may also be evaluated on his/her performance of other duties during his/her normal work day, provided such information is factual and all relevant information is included.

9.7 A teaching evaluation and/or extra-curricular assignment evaluation may be challenged by the teacher.

9.8 Evaluation procedures shall be consistent throughout the district. Teachers shall be thoroughly reviewed at least once every three (3) years.

9.9 If the Superintendent is going to recommend that a teacher be terminated, the teacher shall be informed five (5) days before the recommendation is provided to the Board.

9.10 Changes in Board procedures for staff evaluations will be developed with teacher involvement. Any changes will not go into effect until the school year following the one in which they are developed. Teachers will be informed regarding such changes prior to September 30. Teachers will be instructed prior to September 30 as to the criteria to be used for evaluation in the upcoming year.

9.11 **Accountability.** Since the achievement of students is a shared responsibility of the Board, Administration, teachers, parents, the community and the students, no teacher's job security, continued employment, nor wages shall be adversely affected as a result of a student's failure to achieve a predetermined level of performance.

## **ARTICLE 10. RETIREMENT**

10.1 (a) Any teacher with fifteen (15) or more years of service who terminates employment, excluding layoff, and the estate of one who dies while employed by the Board shall be eligible for severance pay of one day's pay for each full year of accumulated service in the Oak Park School District. Severance pay will not be paid in cases where proper notice of leaving is not given by the employee or where termination is for cause.

(b) Said teacher shall also be eligible for a dollar payment per day for each day of unused accumulated sick leave at the following rate:

1. \$10.00 per day for the first seventy-five (75) days.
2. \$15.00 per day for the next seventy-five (75) days.

3. \$20.00 per day for every day over one hundred fifty (150) days, except for those days compensated pursuant to (4) below.
4. For teachers retiring through MPSERS, \$50.00 (\$55.00 for those who provide written notification of retirement by March 31) multiplied by the difference between fifteen (15) (17 for those in the 230 day period) and the number of sick days used during the teacher's last full year of employment.

10.2 Severance pay shall be paid in a lump sum after receipt and acceptance by the Board of a letter of resignation or retirement, and the completion and submission of all necessary retirement forms to the Personnel Office.

### **ARTICLE 11. CLASS SIZE**

11.1 The Board agrees to continue to maintain student-teacher ratios not exceeding 30 to 1. However, assigning of students for particular phases of instruction in continuous progress and team teaching programs may create instructional groupings exceeding thirty (30) in size in order to provide correspondingly smaller groups. The class size in Kindergarten through fifth grade shall not exceed thirty (30) except as provided for below:

Whenever any class assignment in any classroom (not exempted from the limitations set forth elsewhere in this Article) exceeds thirty (30) pupils, the teacher shall be paid at the end of each semester one of the following amounts:

- (a) \$300 if the class size reaches thirty-one (31) during the semester; or
- (b) \$600 if the class size reaches thirty-two (32) during the semester.
- (c) In no event shall class size exceed thirty-two (32).
- (d) A moratorium until the Monday after the fourth Friday will be allowed at the beginning of the school year to allow class sizes to stabilize.

11.2 In the case of the secondary schools where scheduling problems make it necessary for certain classes to exceed thirty (30), a teacher's average class size shall not exceed thirty (30), except as provided for below. Further, no individual class may exceed thirty-five (35).

- (a) Whenever the class size average for a secondary teacher reaches 30.5 or above s/he shall be paid an additional \$300 for that semester.
- (b) Whenever the class size average for a secondary teacher reaches 31.5 or above s/he shall be paid \$600 for that semester.
- (c) In no event shall class size average exceed thirty-two (32).
- (d) The same moratorium as stated in 11.1(d) applies to secondary as well.

11.3 Recognized exceptions to 11.1 and 11.2 are limited to physical education, music, and instructional media centers. Physical education classes are limited to forty (40) per class.

11.4 (a) If at any time the specified class or class grouping limits are exceeded, the parties shall meet within ten (10) school days of the date on which the limit is exceeded and implement a plan to relieve the situation by immediately providing a daily substitute. If the class is split by the Monday following fourth Friday the aforementioned relief shall be lieu of the oversize class stipend. If the class is not split by the Monday following fourth Friday, Article 11.1(a) and 11,1 (b) shall apply.

(1) Secondary class issues shall first be referred to the administration of the building. If the issue is not resolved within 10 school days, the issue will be referred to the Class Size Committee which consists of the Executive Director of Human Resources, the Executive Director of Business and Finance, and the OPEA Class Size Representative. If the committee cannot reduce a class of 35, then the teacher shall be paid \$120 per semester for each class of 35.

#### 11.5 **Mainstreaming/Special Education.**

(a) Where possible the number of mainstreamed students shall be equalized throughout the building at each grade level and similar classes.

(b) The Board shall provide, during the regular work day, in-service training and orientation for general education teachers and special education teachers who are involved in mainstreaming prior to the mainstreaming of a student. The in-service training and orientation shall include, but not be limited to, a clarification of the teacher's rights and responsibilities as they relate to grading, instruction, communication with parents and support personnel, and reports.

(c) Teachers shall be provided written guidelines as to the law, District policy, and appropriate persons to contact regarding mainstreaming and special education.

(d) Special education children shall be counted as one (1) in determining a teacher's class load for that portion of the day they are in the classroom.

### **ARTICLE 12. WORKING SCHEDULES**

12.1 (a) The normal working day for all high school, early high school, and junior high teachers shall be seven (7) hours and five (5) minutes. The normal working day for elementary school teachers shall be seven (7) hours and ten (10) minutes. The normal day shall include a lunch period of no less than thirty (30) minutes.

(b) Secondary.

1. Secondary schools shall begin no earlier than 7:55 a.m.
2. Secondary schools shall end no later than 2:48 p.m.

(d) Elementary School.

1. Elementary schools shall begin no earlier than 8:25 a.m.
2. Elementary schools shall end no later than 3:25 p.m.

12.2 Teachers without classroom assignments (counselors, social workers, etc.) shall maintain a seven (7) hour and fifteen (15) minute work day (including a sixty minute lunch period) commensurate with their professional responsibilities. Such teachers should be available to students after the pupil's school day and may have the flexibility to arrange their schedules to permit them to arrange conferences with parents outside the regular school day.

High school counselors should be available to students after the pupil's school day and may have the flexibility to arrange their schedules to permit them to arrange conferences with parents outside the regular school day. The counselor's day can be scheduled between the hours of 7:45 a.m. and 5:00 p.m. for up to three (3) days per week, under the following conditions:

1. The high school counselor shall have the flexibility to schedule (together with the administrator) which days of the week s/he works the late schedule.
2. An administrator must be present. In addition, two-way communication must be available at all times after student dismissal.

12.3 All teachers shall have a duty-free lunch period except for teachers who are scheduled for "on-call" duty because their assistance may be required for an event of an emergency nature.

12.4 All teachers shall be scheduled for a daily planning period; secondary teachers shall have no more than five (5) assigned periods each school day. Secondary teachers shall have no more than three (3) different course preparations without the consent of the teacher. If a teacher accepts four (4) or more preparations, the teacher shall not be required to accept a non-paid sponsorship.

12.5 (a) Elementary school teachers shall have one hundred fifty (150) minutes of planning time per week. Such planning periods will be scheduled by school administrators to coincide with teaching teams, plan-share times, and at other times commensurate with the best interests of the total school program. Elementary teacher planning times will coincide with special classes (e.g., art, physical education, music).

- (b) The planning periods for special class teachers shall be a minimum of thirty (30) consecutive minutes, five (5) times per week.

- (c) At least three specials will be provided weekly at the elementary level which may include physical education, art, or music, beginning the morning of the first scheduled full day of classes and shall terminate at the end of the day prior to the pupils' last scheduled day. The building Administrator determines the specials offered.

12.6 Teachers in a regularly scheduled team-teaching situation shall have a common planning period when possible.

12.7 Special subject teachers in elementary school shall have a minimum of five (5) minutes between teaching assignments.

12.8 Master schedules for all teachers in a school building shall be made available, and the OPEA may post a copy of the master schedule on the designated bulletin board in each building.

12.9 Extra-duty assignments shall not conflict with nor take precedence over a teacher's regular school assignment and responsibilities without appropriate arrangements being made by the building administrator for a substitute teacher if required. All affected teachers shall be notified as soon as possible.

12.10 A teacher may not leave the building during the assigned school day, except during the teacher's lunch hour, without approval of a school administrator.

12.11 Teachers shall be notified in writing of any changes in their teaching programs and schedules for the ensuing year; including the school to which they will be assigned; the grades and/or subjects they will teach and any special or unusual class assignments that they will have, not later than the last student day of the school year. Should circumstances or conditions arise which result in a change in teaching assignment subsequent to the last student day of the school year, the teacher shall be notified in writing of the reason for the change as soon as the Administration determines the need for such change.

12.12 Any secondary teacher teaching a sixth hour will receive one-sixth (1/6) of his/her daily wage as defined in 25.4 as compensation for that extra time. If more than one teacher is certificated and requests teaching a sixth hour, the determination of who teaches the sixth hour will be made on the basis of seniority.

Any elementary teacher teaching an extra hour per week will receive one-twentieth (1/20) of his/her weekly rate as compensation for that extra time.

### **ARTICLE 13. TRANSFERS**

#### **13.1 Definition.**

- (a) Transfer shall mean the movement of a teacher from one position to another except in the following situations:
  1. A room to room change within a building;
  2. A grade level change within an elementary building;
  3. An assignment change within a department or departments in a secondary building;

4. An assignment change in departments that are K-12 (special education, art, music, physical education, media, multi-lingual/English as a Second Language, speech therapist); or
  5. All pupil personnel staff: psychologists, social workers.
- (b) An assignment change in 4 above shall be made only if there is a reduction of personnel or program change, and then the change must be made on the basis of seniority.
  - (c) A transfer is voluntary when it is requested by the teacher on his/her own or on request by the teacher at the suggestion of the Administration.
  - (d) A transfer is involuntary when it is not requested by the teacher.
  - (e) Qualification:
    1. Must be properly certificated

For purposes of this Article, except 13.1 (g), elementary shall be defined as grades K-6 and secondary as 7-12.

- (f) The Administration and OPEA agree that it is preferable that teachers are assigned within their major and minor to the extent possible in grades 7 and 8.
- (g) Elementary shall be defined as Grades K-6 and secondary as 7-12 for purposes of this section. If a transferred teacher has not taught or completed any course work related to a new assignment within the last five years, the employee must complete six (6) credit quarter hours or four (4) semester hours to update his/her qualifications, as follows:
  1. For voluntary transfers, the course work must be completed within one (1) calendar year of receiving notification of assignment.
  2. For involuntary transfers, course work must be completed according to the following schedule:
    - (a) Three (3) quarter hours or two (2) semester hours must be completed within the first calendar year of receiving notification of the assignment.
    - (b) If the teacher is in the same position for a second year, an additional three (3) quarter hours or two (2) semester hours must be completed prior to the end of the second school year.

In lieu of semester hour credits, the Board will accept three (3) State Board-Continuing Education Units (SB-CEU) for each semester hour credit required for both voluntary and involuntary transfers.



- (h) Seniority is defined in Article 7.3 - 7.6.
- (i) Specifications shall be those additional requirements reasonably related to the duties of the position.

13.2 Except for counselor positions, whenever possible, vacancies for a position and new positions shall be filled voluntarily and shall be based on seniority when more than one candidate has certification and qualification and meets the specifications for the position. The District reserves the right to not approve any voluntary transfer request. Prior to the District's decision not to honor a transfer request, a meeting with the requesting member and an OPEA officer and a Human Resources employee shall occur. If the district receives a secondary request for, the following calendar year, for transfer to the same building (K-6) and subject area (7-12); and a vacancy exists, the transfer shall be granted.

13.3 Involuntary transfers may occur for the following reasons:

- (a) No applicant requesting a transfer for the position(s) in question is qualified.
- (b) To facilitate the recall of a laid-off teacher.
- (c) To facilitate the return of a teacher on leave.
- (d) To avoid the layoff of a teacher.
- (e) Change in student enrollment patterns.
- (f) Reduction in program.
- (g) Change in program.

A teacher who is involuntarily transferred to facilitate the recall of a laid-off teacher may choose to take a voluntary lay-off. Such a voluntary lay off will not result in any negative adjustment to the volunteer's seniority date.

It is agreed between the parties that Article 13.3 (b) and (d) do not apply in instances where the involuntary transfer would mean changing from the regular school year calendar to the SMI/SXI program calendar except that certified and qualified teachers may volunteer to transfer from one program to another.

13.4 The opening or closing of a building or program, which results in members being placed in another building, shall not count as an involuntary transfer that results in priority rights..

13.5 Involuntary transfers will be given to the teacher with the least seniority who has certification, qualification, and meets the specifications.

13.6 A teacher may submit a request in writing to the Human Resources Department requesting a transfer to another work location or position. Such request may be submitted even though an opening does not exist at that time.

13.7 The Office of Human Resources will provide the current transfer requests to the union upon request.

13.8 A file of all transfer requests shall be maintained in the Human Resources Office for one calendar year.

13.9 (a) A vacancy shall be defined as a position that the Board wishes to fill, within the bargaining unit, presently unfilled, including newly created positions as well as such positions currently filled but anticipated to be open in the future for one (1) semester or more. If an employee is on paid leave, the Board may fill the position on a temporary basis until the employee returns or indicated that s/he will not be returning. Open positions created by a lay-off notice shall not be considered a vacancy until the last student day of the school year.

(b) For vacancies that occur during the school year or for the next school year, the Superintendent shall post in all buildings such vacancies with certification, qualifications and position specifications for at least ten (10) working days before the vacancy is filled. The posting of all bargaining unit vacancies that occur during the summer shall be sent to all teachers who have requested same in writing to the Human Resources Department and to the OPEA Office. No summer posted vacancy occurring prior to August 1 shall be filled until the position is posted for at least fourteen (14) calendar days.

(c) Vacant positions cannot be filled for more than forty-five (45) calendar days with a substitute.

(d) When the student contact time of a classroom teacher has been reduced by fifty percent or more, this will constitute a newly created position (see 13.9 (a)) and therefore be considered a vacancy and treated as such. The Superintendent or his/her designee shall interview all applicants and make the final selection based upon certification and/or qualifications.

These positions must be projected to last beyond a school year. If a position were not projected to last beyond a school year, but did so, the position would be posted at the start of the new school year. It is understood that members currently holding such positions (prior to 6-15-98) shall be allowed to remain in their current positions.

13.10 (a) Teachers shall be afforded an opportunity to transfer to other classroom positions before the employment of new teachers, provided that they have requested the transfer by the last student day of the prior school year and that the vacancy is posted before the fourth Friday of the school year. A form

will be distributed each June for teachers to use to request transfers and/or summer postings for the coming school year.

- (b) Teachers shall be afforded an opportunity to transfer to other non-counselor work locations or non-counselor positions as listed in Article 20, Section 20.1c before the employment of new personnel, provided that they have conformed with the deadline established in Article 13.10(a), above.
- (c) Teachers who have requested positions posted after the fourth Friday of the school year shall be afforded the opportunity to transfer to said position at the beginning of the next school year.
- (d) Teachers shall have priority rights to counselor positions over outside applicants for said positions only when the bargaining unit member has experience as a school counselor and the outside applicants have no such experience. However, in no event shall seniority between bargaining unit members be used as a criteria in filling a counselor position.

13.11 All teachers who have applied for a transfer to an open position shall be notified when that position has been filled.

13.12 Before an involuntary transfer is effected, there shall be a meeting of the teacher, his/her representative, and the Superintendent, at which time the teacher shall be advised of the reason for the proposed transfer.

13.13 Personal relationships or personality conflicts between the principal and a teacher shall not be deemed sufficient cause for involuntary transfer of a teacher.

13.14 All reasonable efforts shall be made for the voluntary transfer of teachers in a building, department, or grade level in which a reduction of personnel is necessary.

- 13.15 (a) Except as in 13.15 (B) herein a teacher who has been involuntarily transferred shall be given priority on any opening that may occur in the building, department, or grade level from which s/he was transferred and for which s/he is certified/qualified and meets the specifications provided that s/he has submitted a written request.
- (b) A counselor who has been involuntarily transferred shall be given priority on any counselor opening from which s/he was transferred provided that s/he has submitted a written request.
- (c) The priority rights referenced in 13.15(a), shall only apply if a member has spent more than the majority of the school year in the position they were involuntarily transferred to. The priority rights shall only exist for a two (2) year period. After that period has elapsed, seniority will be the prevailing factor when determining if the member receives the transfer. If more than one member has priority rights to the same building, department or grade level, then seniority will be the prevailing factor when determining who receives the transfer.

13.16 It is understood that a teacher who accepts a voluntary transfer when it appears that an involuntary transfer may have to be affected shall have the same rights as a teacher involuntarily transferred under this provision.

13.17 **Inter-District Transfer.** In the event of court-ordered or legislated inter-district transfer of teacher, any teachers so transferred from the Oak Park School District in compliance with such an order shall be entitled to all of the rights and privileges hereunto ascribed in this Agreement, unless expressly forbidden by law.

13.18 In the event the Board implements an elementary school reorganization plan, after involvement of the OPEA and staff in the development of same, every effort will be made to place teachers voluntarily according to individual preferences and under the provisions of this Article.

13.19 Specifications shall be those additional requirements reasonably related to the duties of the position. Specifications for an assignment will be determined by a joint study with the OPEA and the Administration. The committee will be made up of three (3) administrators and three (3) OPEA bargaining unit members. The committee will study all specifications presently adopted and to be adopted.

13.20 If a teacher's regular classroom is relocated during the school year for the balance of that year, then the teacher must submit a request to his/her building administrator for release time of up to one (1) day to handle the transition. If a teacher is involuntarily moved to another building during the school year, an additional one (1) day will be provided to set up the new room. The District is expected to assist in the moving by providing boxes for the move and help with the moving of District property.

#### **ARTICLE 14. REDUCTIONS IN PERSONNEL**

14.1 The term "layoffs" shall refer to the reduction in personnel due to insufficient revenues or substantial reductions in enrollment.

14.2 A distinction shall be made between those teachers who are "laid-off" and those who may be dismissed for reasons other than insufficient revenues or substantial reductions in enrollment.

14.3 The total number of letters of layoff issued to teachers shall not exceed twice the number of positions considered for reduction.

14.4 Before official action is taken on the reduction of staff, the Board will discuss the contemplated reduction with the Association at least five (5) school days before the issuance of written notice of layoff.

14.5 The Association shall be provided a list of teachers to be issued layoff notices. The list shall provide the following information about each teacher:

- |                               |                      |
|-------------------------------|----------------------|
| a. Name                       | d. Certification     |
| b. Present school             | e. Majors and minors |
| c. Present grade/subject area | f. Seniority date    |

14.6 The Board shall give written notice of layoff for reasons of insufficient revenue or reductions in enrollment by May 15.

14.7 The sequence of teacher personnel layoff shall be:

1. Probationary teachers based on certification, license, and qualification in the inverse order of seniority;
2. Tenured and other non-probationary teachers based on certification, license, and qualification in the inverse order of seniority.

For purposes of this Article, "seniority" is as determined pursuant to Article 7.

14.8 If a reduction is necessary, a teacher whose position has been eliminated shall be transferred to another position for which he or she is certified and qualified provided that the conditions of Section 14.7 and Article 13 have been met.

- 14.9 (a) Teacher personnel shall be recalled from layoff in the inverse order in which they were laid off.
- (b) The Association shall be provided annually with current and complete information of all laid off teachers in order of their recall.

14.10 The Association shall be given a copy of the letter sent to each teacher who is recalled or whose notice of layoff has been rescinded.

14.11 The Board shall give written notice of the recall from layoff by sending a registered letter to said teacher at his or her last known address. It shall be the responsibility of the teacher to notify the Board of any change in address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall, or other notice to the teacher.

Prior to August 1, teachers being recalled will have ten (10) days from the date of receipt of a registered letter of recall to indicate their acceptance or rejection of recall. Between August 1 and the beginning of the new school year, teachers being recalled will have five (5) days from the date of receipt of a registered letter of recall to indicate their acceptance or rejection of recall. If more than one position is open for recall, the teachers shall, based on seniority, be given a choice of position for which they are certified, providing exercising the choice does not force the recall of less senior teachers. Before school starts teachers who are not laid-off, including those who have been recalled, shall be given an opportunity to transfer to a vacant or new position before a recall is made, providing such transfer does not result in a less senior teacher being recalled; or the position in question was not filled by the teacher who is scheduled for recall. The Board may recall without stating an assignment. Failure to respond to a recall, or rejecting a recall to a position for which the teacher is certified and which is for the same schedule (i.e., full-time or part-time) as the teacher had at the time of layoff, shall result in termination of all recall rights.

14.12 The teacher shall maintain his eligibility for recall by notifying the Board in writing of his or her availability for the following school year by April 1 of a current school year.

14.13 Nothing herein stated shall be construed as a waiver of any right that an individual teacher may have under the Tenure Act.

14.14 Teachers recalled from layoff shall retain accumulated sick leave, seniority, and shall be returned to the step on the salary schedule held at the time of layoff.

14.15 The Board shall rescind the letter of layoff for any teacher as soon as sufficient information is available to warrant such action.

14.16 In the event the Board determines that it is necessary to reduce staff, the teachers may be solicited to request voluntary layoff. For any such requests that are approved, the teacher will be laid off and shall receive health insurance coverage for the balance of the year through August 31 at Board expense. Such teachers will receive seniority credit for the time spent on layoff and will be given credit on the salary schedule for completion of the school year in which the layoff occurred.

14.17 A teacher who is laid off under provisions other than 14.16 above and who is paid unemployment compensation benefits (associated with his or her regular teaching assignment) during the summer immediately following the layoff and who is subsequently recalled to the teaching position at the beginning of the next school year will be paid according to an annual salary rate, such that his/her unemployment compensation plus that annual salary rate will be equal to the rate of salary s/he would have earned for the school year had s/he not been laid off, subject to the following conditions:

- (a) The total of unemployment compensation plus salary earned by employment in the district shall not be below that which the employee would have received had he or she been employed the entire school year.
- (b) The salary earned through employment in the district shall not be less than his or her salary from same for a similar period during the preceding school year.
- (c) The Board will not attempt to recover the summer unemployment compensation as provided in this section until a court of final jurisdiction has ruled that this section is legal.

14.18 Employees recalled to work by October 1 following a summer layoff who have paid the cost of their group insurance benefit(s) available through the Board for the month of September shall have the cost of said coverage(s) reimbursed by the Board.

14.19 Notwithstanding the above provisions, the Board shall be empowered to layoff a teacher during the term of the school year to facilitate the return of a teacher on an approved leave of absence at the expiration of such leave. Where possible, the Board shall give at least thirty 30 calendar days' written notice to the affected teacher.

14.20 The teacher's individual contract is subject to the terms and conditions of this Agreement. It is specifically agreed that this Article takes precedence over and governs the individual contract and the individual contract is expressly conditioned upon this Article.

14.21 **Elimination of Tenure in Position.** The Oak Park Education Association and the Board, recognizing that Article III, Section 1, of the Michigan Teacher Tenure Act makes

tenure in a position other than as a classroom teacher subject to contract, agree that no employee hired or transferred to a non-classroom position after September 1, 1983, shall be deemed to have tenure in any position other than as a classroom teacher.

- 14.22 (a) As a condition of the effectiveness of Section 14.21 the Association agrees to indemnify and save the Board harmless against any and all claims, demands, costs, suits, or other forms of liability and all court or administrative agency costs that may arise out of, or by reason of, action taken by the Board for the purpose of complying with Section 14.21.
- (b) In the event of any action against the Board brought in a court or administrative agency because of its compliance with Section 14.21 of this Agreement:
1. The Board will give timely notice of such action to the OPEA.
  2. The Board will give full and complete cooperation to the OPEA and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
  3. The OPEA agrees to provide and pay the full cost of OPEA selected legal counsel. The OPEA retains the right to settle any action at any time.

14.23 **Critical Shortage.** Area of critical shortage will be communicated to the union prior to May 10.

#### **ARTICLE 15. LEAVE DAYS**

- 15.1 (a) Sick and personal business leave shall be granted with pay at the beginning of each school year on a full-year basis. Leave shall be prorated at 1.2 days per working month for probationary teachers who were hired on or after July 1, 1989. Leave shall be prorated at 1.4 days per working month for teachers who are no longer on probation.
- (b) In cases where the teacher leaves the school system before the completion of the school year, a deduction will be made from the final pay if necessary.
- (c) The leave shall be accumulated to a maximum of two hundred fourteen (214) days. Unused sick days above two hundred (200) days shall be assigned to the Central Sick Bank prior to the beginning of the next school year. It is understood that money for unused sick days paid at retirement (Article 10.I(b)) is capped at two hundred (200) days and this is not grievable.
- (d) 1. The accumulated bank of sick leave days may be used in the event of personal illness of the teacher. These days may also be used due to the illness of the following members of a teacher's immediate family -- child, spouse or parent/parent-in-law, sibling -- for whom the teacher must provide primary care and no other arrangement for said care is possible. Illness shall be defined as: personal illness due to an infectious disease, contagious disease, environmental disease, organism defect, mental disorders, physical disability caused as a

result of an accident or injury, and quarantine. Sick leave days shall only be granted for the above reasons.

2. Any employee who, having exhausted his or her accumulated sick days, has a critical illness in the immediate family may be granted a leave of absence without pay for up to thirty (30) calendar days, notwithstanding the provisions of Article 17, Leaves of Absence.

- (e) Leave may be used as either personal business leave, to a maximum of three (3) days yearly by probationary teachers and six (6) days yearly by tenure teachers, or sick leave at the discretion of the employee. The Superintendent reserves the right to notify the employee that he or she will be expected to provide proof of illness for the next use of a sick leave day.

- 15.2 Probationary teachers are to get two (2) days per school year to be used for personal business at the discretion of the teacher. Tenured teachers are to get four (4) personal business days per school year to be used at the teacher's discretion. Notification of the personal business will be in writing or by email to the immediate supervisor one (1) week in advance of the time needed. If there is an emergency making such notice impossible, the teacher shall notify the immediate supervisor as soon as s/he is aware of the situation making the leave necessary.

The Superintendent may approve up to two (2) additional personal business days from the sick and personal leave allotment to a requesting teacher if a situation arises that the personal business is deemed legitimate and necessary.

- 15.3 A personal business leave day shall not be granted for the day preceding or the day following holidays or vacations and the first and last day of the school year unless approved specifically by the Superintendent. Once approval is granted, it will not be rescinded.

#### 15.4 **Central Sick Bank**

- (a) Creation and Operation. Each teacher, upon the effective date of this Agreement or initial employment, shall deposit one day of sick leave from his/her sick leave bank into the Central Sick Bank.
- (b) Withdrawal may be made from the Central Sick Bank for personal illness as defined in 15.1 (d) (1) above, according to the conditions and procedures for Central Bank withdrawals, upon written application to the Central Bank Committee by a teacher who has exhausted his/her own sick leave days and has been out of work during the school year due to sickness or injury of the teacher for at least 30 consecutive school days.
- (c) The Central Bank Committee shall be composed of two (2) members of the administrative staff and three (3) members of the OPEA and shall meet as needed. The committee shall be empowered to approve or disapprove all such applications and determine the number of days allowable if approved. Decisions of the Central Bank Committee shall not be subject to the grievance procedure.



## 15.5 Conditions and Procedures.

- (a) A member of the Bargaining Unit must be out of work during the school year due to sickness or injury of the teacher for at least thirty (30) consecutive school days, and s/he must have exhausted his/her own bank of leave days before s/he is eligible to receive any days from the Central Bank. It is understood that the Central Bank Committee may waive part or all of the waiting period if in its judgment, circumstances warrant.
- (b) Written application (form available in each school office) shall be made to the chairperson of the Central Bank Committee when requesting days from the Central Bank. Such application shall include the following:
  - 1. Date of illness or disability.
  - 2. Date of expiration of the applicant's sick leave days.
  - 3. A statement from a doctor recognized as being appropriate to the treatment of the illness detailing the extent of the disability and indicating the approximate time the member of the Bargaining Unit must refrain from working.
- (c) A member of the bargaining unit may draw from the Central Bank up to thirty (30) school days at which time another statement from his/her doctor must be presented to the Central Bank Committee re-evaluating the member's health situation and restating an approximate date of return to work. An additional thirty (30) school days may be given upon further evaluation by the Central Bank Committee. This procedure may be repeated if necessary for a final thirty (30) school days.
- (d) It is understood that while a member is drawing from the Central Bank, s/he is entitled to all fringe benefits as described in the Master Contract. It is further understood that when such member returns to work s/he shall be entitled to the same position s/he occupied prior to the illness or disability, provided that s/he has furnished the Board and Central Bank Committee with medical evidence of his/her fitness to assume his/her former duties.
- (e) A member who has drawn from the Central Bank and has returned to work shall not be eligible for further benefits from the Central Bank until thirty (30) days have elapsed from the date of his/her return to work. Teachers shall apply for sick leave bank days within ten (10) days after return from sick leave. No consideration will be given any application beyond these ten (10) days. It is understood that the Central Bank Committee may waive part or all of the thirty (30) day period if, in their judgment, circumstances warrant.
- (f) Any teacher granted up to thirty (30) days from the Central Sick Bank shall repay those days to the bank at a rate of three (3) days per year beginning with the start of the school year after the loan was made until such time as the loan has been repaid or the teacher is no longer in the bargaining unit. Teachers borrowing more than thirty (30) days shall repay those days to the

bank at a rate of six (6) days per year. The Committee shall notify the Business Office, in writing, of the required payments to be made each year by June 15th of the year before the payment is to be made.

## **ARTICLE 16. SABBATICAL LEAVE**

16.1 Sabbatical leave shall be interpreted as leave from active duty granted to any teacher after seven (7) consecutive years of professional service in the Oak Park School District for professional improvement, as stated in School Code 1976 - MCLA Section 380.1235. Sabbatical leave shall be granted for one year or for such portion of the year as may be recommended by the Superintendent and approved by the Board.

16.2 An application for sabbatical leave shall be filed with the Human Resources Department provided the following conditions are fulfilled:

- (a) The applicant possesses a Michigan Life, Permanent, or Continuing Teaching Certificate.
- (b) The applicant has been a full-time teacher employed by the Board for a total of seven (7) years of actual service. A person re-employed after a termination of his or her employment relationship with Oak Park Schools will not be entitled to count years of service earned prior to his or her re-employment.
- (c) The applicant has not been granted sabbatical leave of absence from the Board during the seven (7) consecutive years of service immediately preceding current application.
- (d) The applicant sign an agreement to return to service with the Board immediately upon termination of sabbatical leave of absence and continues in such service for a period equivalent to the length of the sabbatical leave, or to refund within sixty (60) days of his failure to return to or continue in service, any compensation received from the Board while on leave, except as the Board shall, by special action, waive such obligation.
- (e) Application for sabbatical leave of absence must be filed in the Human Resources Department not later than November 1 or April 1 proceeding the semester when it is desired that the leave become effective.
- (f) An applicant for sabbatical leave of absence shall file with the application form an outlined program for the period requested for sabbatical leave. This plan shall be indicated on an attached statement and shall include details of work to be pursued.

16.3 In determining his/her recommendations on requests for sabbatical leave, the Superintendent shall consider the following items:

- (a) The extent of the applicant's professional study, growth, contributions, and successful service to the school district.

- (b) The extent to which plans submitted for use of time on leave are definite and educationally constructive.
- (c) Length of period of uninterrupted service in the Oak Park School District.
- (d) Reasonable and equitable distribution of teacher applicants among the different levels and departments in the system.
- (e) Availability of qualified replacement.
- (f) Financial implications with regard to the total school budget.

16.4 Not more than six (6) semester units of sabbatical leave shall be granted to eligible applicants in any one school year. This may consist of full-year leaves, semester leaves, or any combination thereof.

16.5 In considering applications for sabbatical leave, preference shall be given to those qualified applicants who have not previously been granted such leave. Whenever, in the opinion of the Superintendent, the qualifications of two or more applicants for sabbatical leave are relatively equal, length of uninterrupted service in the Oak Park School District shall be the deciding factor.

16.6 Leave granted for professional study, for research, for work on publication, for travel combined with study, or for any other reasons which, in the opinion of the Superintendent, will improve instruction in the Oak Park School District or will improve the effectiveness of an employee, shall be considered consistent with the purposes of sabbatical leave.

16.7 Leave may be granted for, but not limited to, the purposes established in Section 16.6 above, or for any other reasons which in the opinion of the Superintendent are consistent with the priority goals of the Oak Park Schools.

16.8 The teacher on leave shall receive as compensation during the period of absence from regular duties one-half (1/2) of his/her regularly scheduled salary that s/he would have received during the leave period.

16.9 The following conditions shall apply to all teachers on sabbatical leave:

- (a) The teacher on sabbatical leave shall be considered to be in the employ of the Board and shall have a contract. However, the Board shall not be held liable for death or injury sustained by any teacher while on sabbatical leave.
- (b) The teacher on sabbatical leave shall be entitled to participate fully in all benefits that are provided in the Agreement that is in effect during the time of leave.
- (c) The teacher granted sabbatical leave shall be permitted to engage in remunerative work while on leave providing that the compensation for such work shall not exceed an amount equal to the salary stipulated in the sabbatical contract. Scholarships or fellowships or work/study programs in recognized colleges and universities shall not be included in or be subject to the restriction stated above.

16.10 The teacher, upon return from sabbatical leave, shall have the following privileges and benefits:

- (a) Restored to his/her former position or to a position of like nature.
- (b) Be allowed increment credit on the salary schedule and seniority credit.
- (c) Be allowed credit toward retirement for time spent on sabbatical leave, in accordance with rules and regulations established by the commission in control of the employees' retirement system of the State of Michigan and this Agreement.

16.11 An interim report shall be filed in the office of the Superintendent at the mid-point of the period for which the leave is taken. Upon return from sabbatical leave, a report must be submitted to the Superintendent containing transcripts of all college or university work completed while on leave and all other items of information pertinent to the evaluation of the program. This final report shall be due within thirty (30) days following the applicant's return to full service with the Board. The transcripts and other information shall be filed with the report if available or ten (10) days after receipt, whichever is later.

16.12 When a request for sabbatical leave is granted by the Board, the teacher requesting the sabbatical leave shall be advised in writing at least thirty (30) days prior to the date on which the leave will take effect.

16.13 If a request for sabbatical leave is denied by the Board, the teacher requesting the sabbatical leave shall be advised in writing the reason(s) for the denial at least thirty (30) days prior to the date on which the leave would take effect.

## **ARTICLE 17. LEAVES OF ABSENCE**

17.1 **General Provisions:** Except as provided elsewhere in this Agreement, leaves of absence shall be subject to the following conditions:

(a) Requests - A non-probationary teacher shall be granted a leave of absence upon written request to the Board through the Superintendent as set forth in this Agreement. Requests shall be submitted to the Superintendent at least forty-five (45) calendar days prior to the commencement date of the leave. Leaves of absence for any purpose other than childbirth or adoption, medical or critical care of the following members of a teacher's immediate family -- child, spouse or parent -- or military leave shall be at the discretion of the Superintendent if a teacher has had a leave of absence for other than similar (childbirth, adoption, medical, critical care or military) purposes in the preceding three (3) years.

- (b) Length of Leave - All leaves of absence shall be up to a maximum of one (1) year. Extensions of leaves of absence for a total of not more than two (2) additional years may be approved at the discretion of the Superintendent.

- (c) Notification of Availability to Return - A letter of availability to return from leave shall reach the Superintendent's office no later than April 1 of the school year preceding the date of return. If a leave shall terminate at a time other than the beginning of a school year, such letter of availability shall reach the Superintendent's office no later than sixty (60) calendar days preceding the termination date. Failure to comply with the above shall result in the forfeiture of any seniority accumulated during the leave or an amount of seniority equivalent to the length of the leave from previously accumulated seniority.
- (d) Reinstatement from Leave - A teacher returning from any leave granted by the Board shall be returned to their former position if possible or a comparable position if it is within the same school year in which the leave was granted. For leave of absence of one year or more a teacher shall be reinstated to a position for which he or she is certified and qualified, except in the event of an intervening layoff, in which case the provisions of Article 14, Layoff and Recall Procedures will apply. Return from leave shall be to the same step on the salary schedule, seniority, and sick leave accumulation earned by the teacher prior to the leave of absence.
- (e) Early Return - Teachers do not have a right to return from a leave prior to its expiration date. However, they will be reinstated to a position if a vacancy exists for which they are certified and qualified, providing notice of desire to return early has been given to the office of the Superintendent at least fifteen (15) days prior to the date the position becomes vacant. There will be no loss of job security for refusing positions prior to the end of the leave.
- (f) Working While on Leave - Any employee who, while on a leave of absence from Oak Park Schools, engages in education work for remuneration that is not specifically approved by the Superintendent as a condition of leave shall forfeit his/her eligibility to return to Oak Park Schools.

## 17.2 Short Term Leaves

- (a) Jury Service - A leave of absence shall be granted a teacher called for jury service. A teacher shall be paid regular salary during jury duty. S/he shall endorse checks received for jury duty to Oak Park School District. When on jury duty, the teacher is expected to report for work on days when s/he is not required to report for jury duty.
- (b) Court Appearance - Absence of a teacher due to a subpoena by a court or administrative agency in a matter concerning their professional responsibilities, except where the Association and/or the teacher is taking action against the Board, shall be charged to personal business leave, but shall not reduce the number of days provided for such leave provided in Article 15 above.

- (c) Armed Forces - A leave of absence shall be granted a teacher who is inducted or enlists for one period of enlistment in any branch of the Armed Forces of the United States. Reinstatement upon completion of such service shall be in accordance with the requirements of the applicable laws of the United States. Regular salary increments shall accrue.
- (d) Military Leave of Absence for Annual Training
1. A teacher shall be granted a short-term military leave of absence for an annual active duty training period during the school year, as defined by the school calendar. Such leave of absence shall not exceed a total of seventeen (17) consecutive days.
  2. The teacher shall be paid the difference between his/her military pay (excluding travel and/or subsistence allowance) and his/her base rate of pay as a teacher. The teacher shall receive his/her regular salary during such military duty. S/he shall reimburse the school district any amount due within one week after return from such military duty.
  3. The teacher shall submit a certificate (or copy of official orders) from his or her commanding officer, prior to departure for such duty indicating the military rank of the teacher and the exact date of such duty.
- (e) Peace Corps and VISTA - A leave of absence without pay shall be granted a teacher for an initial period not to exceed one (1) year, with an option of the teacher to renew the leave for one (1) additional year, for full-time duty in the Peace Corps or VISTA; such leave to be granted prior to the beginning of, or at the conclusion of the school year. Further extensions may be granted at the discretion of the Board. Regular salary increments and seniority shall accrue.
- (f) Visitations, Meetings, Conferences - A leave of absence may be granted a teacher with pay for administration approved visitation of other schools or attending meetings or conferences of an educational nature. The number of teachers allowed to leave at one time will be within the discretion of the Superintendent.
- (g) Exchange Teacher Programs - A teacher may receive up to one year for teaching in a recognized exchange teacher program. Seniority and salary schedule credit shall be given for time spent in these programs.
- (h) Elected Public Office Leaves - A member of the Association, who is a tenure teacher, elected to any local, state or federal office, or MEA/NEA Office may make application to the Board for a temporary leave of absence without pay, for a period of time not to exceed the term of office to which that member has been elected and upon receipt of such application, such leave shall be granted by the Board.

- (i) Worker's Compensation - Any teacher who is disabled or injured in the line of duty shall receive such compensation and expenses as are prescribed by law plus the difference between his/her regular salary and compensation benefits. There shall be no loss of accumulated sick days for a period of seven (7) calendar days. After this period of seven (7) calendar days, sick days may be deducted upon written request of teacher on a pro-rated basis. The loss of sick days shall be pro-rated on the ratio of the supplementary pay by the Board to the teacher's regular daily pay. The Board shall be under no obligation to continue supplementation of Worker's Compensation benefits upon exhaustion of the teacher's individual sick leave accumulation. (Deduction begins after seven (7) calendar days.) If an employee has used all of his/her individual sick leave accumulation, s/he will be permitted to apply for days from the Central Sick Bank under the guidelines of Article 15.4 and 15.5. These days will be charged as one (1) whole day; however, the Board will only be obligated to the supplementary amount necessary to provide the difference between his/her regular salary and compensation benefits.

**17.3 Leaves of Absence for Illness, Physical Disability and Childbirth/Adoption -** Leaves of absence under these provisions will be available to any teacher subject to the following conditions:

- (a) Paid sick leave shall be in accordance with Article 15, Leave Days, paragraphs 15.1 (d) (1) and 15.5.
- (b) Leaves of absence under this provision shall be granted or extended upon recommendation of the teacher's physician. Upon the expiration of such leave the teacher will be returned to employment subject to provision of a statement from his or her physician certifying fitness to return to duty. A teacher certified by his or her physician to be fit to return to duty prior to the expiration of the leave will be returned according to the provision of 17.1 (e) above.
- (c) Frequent absence by an employee for reasons of sickness or physical disability may be considered good and sufficient cause to place the employee on leave of absence providing the employee has exhausted all accumulated sick days and all approved sick bank days. The placing of an employee on leave shall be consistent with the terms of the Teacher Tenure Act.
- (d) Recognizing that the purpose of a probationary period is to provide the Board an opportunity to observe the work performance of a teacher, it is understood that time off under these provisions and 17.2 (b) above shall not be counted toward completion of a non-tenured teacher's probationary period.
- (e) Employees on unpaid leave of absence under these provisions (17.3) will receive seniority credit for up to one (1) year.

- (f) It is specifically recognized that a pregnant teacher may utilize paid sick leave days or unpaid leave of absence for any period of disability associated with childbirth. Any teacher in the system who becomes pregnant or requires time off for post-childbirth care, shall be eligible for same subject to the following terms and conditions:
1. An employee who becomes pregnant must notify the Superintendent in writing not later than the end of the sixth (6th) month of such pregnancy. Such notification shall include a written statement from her physician verifying the state of pregnancy and giving the estimated date of birth.
  2. The Board encourages a pregnant employee to apply for and take a leave of absence for the welfare of the employee and the unborn child. A pregnant employee who determines to continue to work acknowledges the risk of accidental injury to herself and her unborn child.
  3. Options for Maternity Leave - Subject to written request to the Superintendent at least thirty (30) calendar days prior to her anticipated last date of work, a pregnant teacher will have the following options:
    - (a) A teacher may take a short-term leave to commence when the teacher and her physician determine that the teacher can no longer carry out her necessary teaching duties and to terminate when her physician determines she is able to return to work. If this option is chosen the teacher may use paid sick leave days.
    - (b) A teacher may take a leave of absence under the provisions of 17.1 above to commence at the conclusion of the period of disability. Paid sick leave days may be utilized to cover the period of disability preceding the unpaid leave of absence.
    - (c) Utilization of sick leave days under (a) and (b) above may be waived at the teacher's option.
    - (d) In the event of miscarriage or death of the object child of the leave during the period of disability, the leave of absence will be terminated upon the request of the teacher. She shall be returned to the position she had prior to the leave. The granting of any such leaves, as described above, will in no way interrupt seniority and other rights attendant thereto.



## **ARTICLE 18. STRIKE PROHIBITION**

18.1 The Association shall not cause, engage in or sanction any strike or refusal to perform the duties of employment by any bargaining unit personnel and no bargaining unit personnel shall cause or participate in any duties or refusal to perform the duties of his/her employment.

18.2 Any violation of this Article shall entitle the Board to reschedule any days lost as a result of such action. No such rescheduling shall entitle any employee to additional compensation. Violation of this article shall also cause Article 2, Section 2.8, Association Leave Days, to be null and void and without force and effect for the duration of this Agreement.

## **ARTICLE 19. ADVISORY COMMITTEE**

19.1 From time to time either the Board or the Superintendent may request the advice and recommendations of teachers in furtherance of the development and implementation of the best possible educational programs for the Oak Park School District. To this end, teachers' committees shall be appointed from time to time to consult with the Superintendent or the Board so that there may be a full and free exchange of information and opinion. Any such teachers' committees shall be made up of an even number of teachers half of whom shall be selected by the Superintendent and half of whom shall be selected by the OPEA. The OPEA may initiate discussion of the establishment of such committees. Service on any committee shall be voluntary.

19.2 Teachers shall participate in the selection of textbooks, and/or other instructional materials when a change in or addition to such materials is contemplated. Final responsibility for selection and adoption of textbooks and other instructional materials rests with the Board.

## **ARTICLE 20. NON-CLASSROOM OPENINGS**

20.1 (a) An opening will be defined as a non-classroom position that the Board wishes to fill and which will be open for one (1) semester or longer. If an employee is on paid leave and the Board fills the position, it shall be on a temporary basis until the employee returns or indicates that s/he will not be returning.

(b) In filling openings in other than classroom assignments within the Bargaining Unit, all teachers who meet specified job qualifications at the time of application shall be given an opportunity to make application for such openings.

(c) The following is a list of non-classroom positions:

Guidance counselor  
School psychologist  
Speech and hearing therapist  
Social worker  
School community agent

Physical therapist  
Occupational therapist

20.2 Changes in existing job descriptions or the establishment of new job descriptions shall be made only after consultation with the OPEA.

20.3 Openings in other than classroom assignments within the Bargaining Unit shall be communicated to all teachers by Central staff bulletin and by posted notice. The qualifications for such assignments shall be stated in the bulletin and notice.

20.4 When such openings occur during the year, teachers shall be notified at least ten (10) school days prior to the date set for the deadline for receiving applications for such opening.

20.5 When such openings develop during the summer months the announcement of such opening and the qualifications thereof shall be sent to each teacher at least thirty (30) days prior to the date of filling such opening; provided that the teacher has filed a written request for such information.

20.6 The Superintendent shall notify each applicant of the receipt of his/her application.

20.7 Applicants who are not granted interviews for such openings shall be notified in writing of the reason.

20.8 After the Board has determined the applicants qualified to fill the vacancy and to be considered therefore, then such applicants shall be interviewed by the Review Committee.

**20.9 Review Committee**

- (a) A Review Committee shall be appointed to make recommendations to the Board with respect to those persons being considered for openings in other than classroom assignments within the Bargaining Unit.
  - 1. The Review Committee shall be comprised of such members of the administrative staff as may be appointed by the Board and four (4) teachers, two (2) of whom shall be appointed by the President of the OPEA and two (2) of whom shall be appointed by the Board.
  - 2. The OPEA shall apprise the Superintendent of the names of its selected committee members at least three (3) days prior to the date of the meeting of the Review Committee. Failure to do so shall result in the appointment of such committee members by the Superintendent.
- (b) Each member of the Review Committee shall submit a written recommendation to the Board, on the form provided for this purpose, as to the relative rating of each qualified applicant. All members of the Committee shall have a right to examine all written recommendations. Each rating sheet shall remain anonymous.

- (c) Whenever possible, all candidates interviewed shall be notified in writing of the appointment prior to public announcement.

#### **20.10 Interim Appointment**

- (a) It is understood that the Board may fill a vacancy on an interim basis, whenever a need arises, for a period of time not to exceed sixty (60) days.
- (b) Experience gained as an interim appointee shall not be considered as additional qualification for the open position.

#### **20.11 Innovative Programs**

- (a) Should the Board wish to start a new innovative program or should a vacancy in a current innovative program exist, the OPEA shall be notified. The notice shall include the purpose of the program, state certification requirements, North Central requirements, and special qualifications. After conferring with the OPEA, the position shall be posted as per the contract.
- (b) Innovative programs shall be reviewed every two (2) years for possible changes in the programs, special qualifications, and personnel.
- (c) It is understood that such innovative programs shall be equated with departments in all other sections of this Agreement but shall be applicable only to persons who serve in full-time positions within these programs.
- (d) It is further understood that any person who participates in such a program shall not lose his or her system-wide seniority.

### **ARTICLE 21. TEACHER APPLICANTS TO ADMINISTRATIVE POSITIONS**

Any time there is a vacancy in an administrative position, it shall be filled according to the following procedures:

21.1 The vacant position shall be posted within the school district not less than fifteen (15) business days, and such posting shall include the minimum qualifications and requirements for the position.

21.2 The Superintendent shall review all applications and credentials and shall submit names of all qualified candidates to a screening committee. The Superintendent shall also arrange for a time and place for interviews by the screening committee.

21.3 Except for central office positions, the screening committee shall be comprised of such members of the administrative staff as may be appointed by the Board and two (2) teachers, one (1) of whom shall be appointed by the president of the OPEA and one (1) of whom shall be appointed by the Board.

## **ARTICLE 22. EXTRA-CURRICULAR SPONSORSHIPS**

22.1 All system-wide extra-curricular sponsorships shall be made known to the Bargaining Unit membership by posting in all buildings during the school year. A reasonable time, not less than ten (10) calendar days shall be given for all interested teachers to apply prior to the date on which the position is to be filled.

22.2 (a) All extra-curricular sponsorships which must be filled prior to the opening of the new school year shall be filled in the manner prescribed above in Article 22.1.

(b) All extra-curricular sponsorships not critical to the opening of school shall be filled at least ten (10) days prior to the start of the activity in the manner prescribed above in Section 22.1.

22.3 All extra-curricular sponsorships shall be reopened for a new sponsor every year, excluding, secondary musicals, secondary drama, high school forensics, high school debate, high school music choral festivals, high school yearbook, and high school band director. The district may re-select the same sponsor as the previous year, if there is no new bargaining unit member applicant qualified for the position.

22.4 No teacher shall sponsor more than two (2) extra-curricular activity unless there are no qualified persons willing to accept such sponsorships.

22.5 All sponsors of extra-curricular activities shall be paid in accordance with Schedule B. Salaries for sponsorships of extra-curricular activities not provided in Schedule B shall be negotiated with the OPEA.

22.6 Stipends for extra-curricular sponsorships may be divided among appropriate participants in an equitable manner as determined with the building principal.

22.7 Beginning with the 2011-12 school year, all posted extracurricular and coaching positions shall be filled with bargaining unit members, provided that the bargaining unit applicant(s) possesses at least equal qualifications to those of non-bargaining unit applicant(s).

The appointment to a position is for one (1) school year only. Nonbargaining unit members will have their positions posted upon completion of the corresponding season/school year.

22.8 The Board shall not use its right to terminate or renew annual appointments in an arbitrary, capricious, or discriminatory manner. Any bargaining unit member holding an annual appointment shall be reappointed for the following school year, provided their annual evaluation within the position is satisfactory. In the event a bargaining unit member disagrees with an unsatisfactory performance evaluation, s/he may request the Superintendent of Schools to review same, which decision upon review shall be final and not subject to the grievance procedure.

A teacher shall not be removed from an extracurricular sponsorship for reasons which

are arbitrary or capricious if s/he is performing the extracurricular duties in a satisfactory manner.

Positions on these schedules will be filled as needed during the school year at the discretion of the Board.

If a sponsor does not complete the season, s/he shall receive pay for such sponsorship on a prorated basis for duties performed to date.

22.9 An extra-curricular sponsorship may be dropped by the Administration for lack of sufficient participation. Sufficient participation shall be determined by the Administration after consultation with the teacher sponsor and the OPEA.

22.10 Contracts shall be issued for extra-curricular sponsorships and interscholastic sports activities prior to the start of the season/activity.

### **ARTICLE 23. SUMMER PROGRAMS**

23.1 A list of proposed summer teaching assignments or positions shall be made available to all teachers as soon as possible. Teachers desiring any of these assignments shall notify the Board in writing within the posting period.

23.2 Application shall be made on forms provided by the Board. Applications will be accepted according to instructional level (elementary, secondary). However, all classes offered as remedial non-credit courses below ninth (9th) grade shall be open for application to all appropriately certified personnel regardless of grade level.

23.3 If there are more qualified teachers regularly employed in the Bargaining Unit who apply and meet the specifications than there are positions in the program to be filled, hiring shall be given in the following order:

- (a) Teachers who have taught in the regular day school program in the designated subject area within the appropriate instructional level in the past three (3) years.
- (b) Teachers who have not taught in a summer school program in the Oak Park School District within the past three (3) summers.
- (c) Teachers who have not taught in a summer school program in the Oak Park School District within the past two (2) summers.
- (d) Teachers who have not taught in a summer school program in the Oak Park School District in the previous summer.
- (e) Teachers who have taught in a summer school program in the Oak Park School District the previous summer.
- (f) Above factors being equal, preference shall be given to the teacher with the most seniority in the Oak Park School District.

- (g) If there are no applicants for a proposed course, then all qualified, non-assigned persons applying for summer positions shall be polled. Acceptance at this point will not affect future eligibility in summer school programs. If there are two (2) or more teachers who would accept at this polling, then seniority will prevail.

23.4 Posting of priority lists shall be made in all buildings as soon as possible before the first day of the summer school session.

23.5 If all teachers refuse the assignment, then the position may be made available to non-bargaining unit members.

23.6 No teacher shall have more than one (1) summer school teaching assignment or position unless there are no other teachers who are willing to accept such position or assignment.

#### **ARTICLE 24. ANNEXATION, CONSOLIDATION, AND CONSORTIUMS**

24.1 In the event that the Oak Park Public Schools are forcibly or voluntarily annexed or consolidated through action taken by the courts, the State of Michigan, State Board of Education, Intermediate School District to or with another district(s), teachers of the Oak Park Public Schools shall retain seniority rights and their tenure status or probationary status that would have been afforded had no annexation taken place.

24.2 Annexation or consolidation through action taken by courts, the State of Michigan, State Board of Education, Intermediate School District, or electorate shall not cause a teacher to lose or reduce leave rights, salary, salary status, fringe benefits, employment, or other rights provided for in this Agreement.

24.3 The parties likewise agree that any and all rights granted to or retained by the Board of Education of Oak Park Schools shall also be granted to or retained by the Board of Education of the newly consolidated or annexing district, with respect to teachers formerly of Oak Park Schools, in the event of such action.

24.4 Prior to an agreement between the Oak Park Board of Education and another district(s) on consortiums which affect the OPEA, the President of the OPEA (or designee) will meet and confer with Oak Park administration as to the purpose, structure, procedures, and working conditions of the consortium.

#### **ARTICLE 25. COMPENSATION**

25.1 The hourly rate of pay for Summer School and Driver Education assignments shall be:

\$27.50

25.2 The hourly rate of pay for teachers serving on Curriculum Committees, outside of the school day or summer workshops or the hourly rate of pay for teachers who attend in-service pursuant to Article 8.13(e) shall be:

**2010-2012: \$22 per hour.**

25.3 In the event a teacher accepts a teaching assignment during his/her planning period, or in lieu of his/her planning period, s/he shall receive compensation per the following hourly rate:

\$27.50

25.4 A teacher's daily wage shall be computed on the basis of the following formula:

***Basic contract salary divided by number of contract days for the year in which the calculation occurs***

25.5 Teachers authorized to use their personal automobiles while on school business shall be reimbursed at the IRS maximum allowable rate per mile in effect September 1 of each year. All such mileage shall be recorded upon a voucher to be provided by the Board.

25.6 Elementary teachers without regular class assignments who substitute shall be paid \$25.00 for up to for one-half day and \$50.00 for up to a whole day.

Compensation for this time shall be made only if teachers actually perform such duty.

25.7 The parties agree that teachers in the bargaining unit at the conclusion of the 1979-80 school year, including personnel on leave or layoff, shall continue to receive or shall receive as they become eligible, longevity pay of \$500 after completion of fourteen (14) years of accumulated service in the Oak Park School District, and an additional \$500 after completion of nineteen (19) years of accumulated service.

25.8 The work year for counselors, school social workers, school diagnosticians, and other non-classroom positions shall be the same as for other teachers in the bargaining unit; provided, however, that the Board may schedule such additional time as is deemed necessary in the interest of the school district. For each week of such additional time, two and one-half percent (2.5 %) shall be added to the contract salary.

25.9 When a scheduled pay day falls within the first three (3) days of a school vacation period, paychecks shall be available on the last teaching day proceeding the school vacation period. During vacation periods, paychecks shall be available at the Administration Building, 9:00 a.m. to 12:00 noon, on the payroll dates.

25.10 Each teacher shall have the choice of receiving bi-weekly paychecks as listed in Schedule C or having their annual salary divided equally over twenty-six (26) pay periods beginning with the first regularly scheduled pay day.

**ARTICLE 26. CONFORMITY TO LAW - SAVINGS CLAUSE**

26.1 This Agreement is subject in all respect to the laws of the United States and the State of Michigan with respect to the powers, rights, duties, and obligations of the Board,

the OPEA, and employees in the Bargaining Unit and in the event that any provisions of this Agreement shall at any time be held contrary to law then such provisions shall be of no force and effect but all other provisions shall be continued in full force and effect.

26.2 The parties agree that should any sections be invalidated by law, the OPEA and the Board shall meet and bargain on proposed new language relating directly to the subject matter of the provision which was severed.

26.3 Any economic portion of this Agreement that is not enforced because of questioned legality that later becomes legal, the Board will pay all affected teachers their retroactive monetary benefits as soon as may be done after the legality has been determined.

## **ARTICLE 27. NEGOTIATION PROCEDURES**

27.1 **Discussion of Non-Agreement Items** - It is agreed that items not covered by this Agreement but of common concern to the OPEA, teachers, and administrators in the school system may be discussed from time to time. The practice of free and open discussion between the OPEA, teachers, and administrators at all levels is to be preserved and the formulation of an Agreement is not intended to limit the areas of discussion or concern.

27.2 **Negotiating Teams** - In any negotiations herein described, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives within or outside the school district. It is recognized that no final Agreement between the parties may be executed without ratification by a membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

27.3 **Entire Agreement** - This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms or any terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the Board by reference.

27.4 Within thirty (30) days of formal ratification of this Agreement by both parties, a final copy prepared for printing will be presented to the Association for proofreading and execution. Within thirty (30) days of execution by both parties, the Agreement will be sent by the District to the printer. Copies of this Agreement shall be printed at the expense of the Board and will be made available in sufficient quantity for presentation to all teachers plus fifty additional copies for OPEA use as soon as possible following ratification by both parties.

27.5 The Board agrees to issue individual contracts to returning teachers by September 15. This date may be changed due to unforeseen circumstances subject to prior notification to the Association.



## **ARTICLE 28. SCHOOL CLOSING PROVISION**

28.1 If the number of days or hours falls below required minimums, sufficient days of pupil instruction will be rescheduled and provided on day(s) mutually agreed upon by the School District and the OPEA so as to comply with the number of days and hours under current law.

28.2 Dates of make-up days will be negotiated by two (2) representatives of the OPEA and two (2) representatives of the Board. Any agreement reached by the representatives is binding on the Board and the OPEA without formal ratification votes and shall not be grievable.

28.3 Teachers will receive their regular pay for days which are canceled but shall work on any rescheduled days with no additional compensation, insurance benefits or fringe benefits under the contract.

28.4 On such day(s) when pupil instruction is not provided, teachers in the affected building(s) will not be required to work. Teachers will be required to work on the agreed-upon rescheduled day(s) as if it was a regularly scheduled work day.

## **ARTICLE 29. INSURANCE**

29.1 (a) Notwithstanding the provisions of this Article, the terms of any contract or policy issued by an insurance company shall be controlling as to all matters concerning benefits, eligibility, and termination of coverage and other required matters.

(b) The Board, by payment of the premium payments required to provide the coverage set forth herein, shall be relieved from all liability with respect to the benefits provided by the insurance company to provide any of the benefits for which it has contracted, for any reason, shall not result in any liability to the Board of Education, nor shall such failure be considered a breach of any obligation by either of the two organizations.

(c) Disputes between beneficiaries of employees and any insurance company shall not be subject to the grievance procedure established herein.

### **29.2 Hospital-Surgical-Medical-Vision-Dental-Life-LTD Insurance**

(a) Teachers shall select coverage for hospital-surgical-medical benefits through Michigan Education Special Services Association (MESSA) MESSA Choices II PAK for those electing health insurance and Plan B for those not electing health insurance.

(b) The Board will pay the total cost of the MESSA Pak premium increases 0% to 10% per year. Effective with the 2001-2002 school year, but not including the 2010-11 school year, if the total cost of insurance PAK increases more than 10% per year, the District and the employee will

equally share the increased cost of the amount over 10%. The employee portion shall be paid with pre-tax dollars.

- (d) Teachers married to other teachers who are members of the OPEA are entitled to select A or B below. One spouse shall select A, and the other shall select B, including the TDA.

#### PLAN A

- A. MESSA Choices II PAK; \$500/\$1000 deductible; \$20 Office Visit; RX \$10/\$40.
- B. LTD 66 2/3%. Plan II, 120 calendar day modified fill waiting period, \$3,000 maximum monthly benefit. 5% minimum payout. Alcoholism/drug same as any other illness; mental/nervous same as any other illness, family social security offset and cost of living allowance.
- C. Delta dental, 80/80/80;\$1000; 80: \$1,300 or Plan C-03, 50/50/50; \$1000 for those covered by another dental plan equal to or greater than Plan C/03, with internal and external coordination of benefits on both plans.
- D. Negotiated life, \$40,000, AD&D.
- E. VSP III with internal and external coordination of benefits.

#### PLAN B

- A. If less than 20 bargaining unit members are enrolled in PLAN B, the members will receive \$400 per month – cash in lieu of health insurance. When 20 or more bargaining unit members are enrolled in PLAN B, the members will receive \$550 per month – cash in lieu of health insurance.
  - B. Delta dental plan, 100:90/90/90; \$1500 or Plan C-03, 50/50/50; \$1000 for those covered by another dental plan equal to or greater than Plan C-03, with internal and external coordination of benefits on both plans.
  - C. VSP III with internal and external coordination of benefits on both plans.
  - D. Negotiated life, \$50,000, AD&D.
  - E. LTD - same as Plan A LTD.
  - F. Dependent life: spouse, \$10,000; each eligible child, \$5,000.
- (d) Coverage for which the Board will contribute under the foregoing may be, at the teacher's option, protection for (1) self only, or (2) self and family.
- (e) Teachers may enroll under the "new hire" clause, within thirty (30) days of the date of original employment. Subsequent opportunities to enroll in the above plan shall be provided during enrollment periods specified by the carrier.
- (f) The Board will make monthly contributions on behalf of each subscribing employee for the applicable plan above while s/he is actively employed by

and receiving remuneration from the Oak Park School District unless the employee is on leave of absence without pay or there is a termination of employment including retirement.

Teachers assigned to the Oak Park SMI/SXI Program teaching a regular school year under the provisions of Article 31 and who take an approved leave of absence during July and August will have insurance benefits provided by the district for July and August.

- g) Except for teachers who retire in June, the completion of a full contract year as defined by the negotiated regular school year calendar shall entitle a teacher to twelve (12) months of insurance benefit coverage. In the event of termination of employment following the school year, the teacher shall be entitled to one (1) summer month of coverage, cash in lieu of insurance provided under Plan B, at Board expense for each semester or major portion thereof completed during the school year.

**29.3 Worker's Compensation.** The Board shall carry Worker's Compensation so that a teacher disabled from an injury or disease due to his/her employment may receive medical attention and weekly benefits during the period of disability. Such insurance shall cover all benefits required by the Michigan Workers Compensation Act.

29.4 Insurance benefits will apply for all teachers working .4 or more. Teachers will select either Plan A or Plan B. For those who select Plan A, the Board will pay the cost of Plan A in the same proportion as the salary. For those who select Plan B, the Board will pay all of the cost of Plan B, parts B through F, and will pay cash (\$400.00 per month) prorated in the same proportion as the salary (by way of example: .4 salary = cash in lieu of health insurance).

### **ARTICLE 30. SHARED TEACHING**

30.1 Shared teaching shall include one of the following:

- (a) Teaching one semester.
- (b) Teaching each day but less than a full day (in elementary school, this would be teaching either a.m. or p.m.; in secondary school, this would be teaching less than five (5) assigned instructional hours per day).
- (c) Teaching less than five (5) days per week.

In all cases, final approval is the sole prerogative of the Superintendent and shall not be subject to the grievance procedure.

30.2 Shared time teachers shall be required to attend general staff and department meetings per Article 8, Section 8.14. Teachers teaching one semester shall only be required to attend meetings during that semester. Teachers on shared teaching for an entire year shall attend meetings throughout the year.

30.3 Each teacher participating in shared teaching shall be granted a full year's seniority.

30.4 Each teacher participating in shared teaching shall be granted a full year's increment for salary advancement and longevity credit.

### 30.5 **Salary**

Salary of shared time teachers will be prorated, i.e.: three (3) days per week will mean 60 percent of full salary; a.m. or p.m. teaching (1/2 day) will mean 50 percent of full salary. Salary may be spread over the school year for those teachers teaching each day but less than full time, or less than five (5) days per week but the full year. Teachers teaching first semester only may have their salary paid the first semester of the school year. Salary would not begin for those teachers teaching the second semester until employment begins, then second semester teachers will have their pay spread for the balance of the second semester.

### 30.6 **Leave Days**

- (a) Teachers teaching full time for one semester shall receive seven and one-half (7 1/2) leave days. Up to a maximum of three (3) of these days may be used for personal business under the terms and conditions of Article 15.
- (b) Teachers teaching each day (but less than a full day) shall receive leave days in the same proportion as that used for salary determination.
- (c) Should a shared time teacher who is teaching less than a full day each day be absent more than the number of days granted under (b) above, the deduction from that teacher's sick leave bank which was accumulated through previous work shall be prorated based upon the same proportion as that used for salary determination.

### 30.7 **Insurance Benefits**

- (a) The cost of MESSA PAK 4 Package B will be provided by the Board for a teacher who elects Package B.

The cost of MESSA Choices II PAK; RX \$10/\$10 shall be provided by the Board in the same proportion as that used for salary determination.

- (b) A shared time teacher employed full time for one full semester shall receive the MESSA Choices II PAK; RX \$10/\$10 for six (6) months (first semester, September through February; second semester, March through August) as provided for in Article 29. The teacher shall be permitted to retain the MESSA Choices II PAK; RX \$10/\$10 benefits on a cash-pay basis for the remaining six months.

30.8 **Severance Pay.** A shared time teacher shall be considered full time for the purpose of determining full years of accumulated service for determining severance pay (Article 25, Sections 25.6 and 25.7).

30.9 Teachers who participate in the shared time program shall retain all rights, benefits, and responsibilities of the Master Agreement except as modified by this article.

30.10 Shared time teachers shall, at their request, be returned to full-time status for the subsequent school year. Consistent with seniority right to full-time status, this may necessitate the implementation of layoff and recall as provided in Article 14.

30.11 Fringe benefits delineated in this article are subject to the terms and approval of the providers (carriers).

### **ARTICLE 31. EXTENDED SCHOOL YEAR**

31.1 The calendar year for the Oak Park Specialized Student Services shall be based on the number of days and hours mandated by law.

31.2 At his/her option, a teacher may take a lengthened summer vacation (during the months of July and August), without loss of seniority, benefits, or position under the following conditions:

- (a) The request must be made in writing to the program administrator by April 1 of that calendar year.
- (b) If a timely request has been made as allowed above, the District will post an announcement seeking qualified regular school year teachers interested in working in the Specialized Student Services program during the period(s) of coverage sought during the summer months. This posting will be made as soon as possible.
- (c) The Superintendent will review the options for covering the leave with internal candidates. Preference will be given to those internal candidates interested in covering the entire leave. The leave may be covered by up to three (3) teachers, but no teacher shall work less than two (2) consecutive weeks. External candidates may be considered for this purpose to the extent there are insufficient internal candidates willing to cover the entire leave period. The Superintendent will notify the teacher requesting the leave of his/her decision on the request, in writing, by June 1.
- (d) The person(s) substituting for the 230 day teacher requesting the leave or adjusted contract must be appropriately certified, qualified and meet the job specifications except for that of having at least one (1) year's experience. Teachers covering a leave pursuant to this provision will be paid their regular per diem for each day so worked.
- (e) Placement in the program is at the sole discretion of the Superintendent and shall be in a position where adequate supervision will be provided to insure the well-being of the students.
- (f) The teacher replacing the regular staff member, if a regular bargaining unit member, will be paid at his/her daily rate of pay. By requesting summer work in the Specialized Student Services program pursuant to this

provision, a teacher will not be deemed to have requested a voluntary transfer into the Specialized Student Services program.

- (g) Such assignments shall not be construed to create a vacancy at the Oak Park Specialized Student Services Center or in the regular position held by the substituting teacher.

31.3 Teachers participating in the Oak Park Specialized Student Services Center camping program shall receive two (2) days of compensatory time for each full day worked.

31.4 Teachers working on the extended school year program shall receive their salary adjustment, including increments, track movement, and schedule improvement on the first day of the extended school year. Annual salaries for teachers in the 230 day program will be based on the following formula:

***Basic contract salary divided by number of contract days for the year in which the calculation occurs then multiplied by 230***

31.5 Teachers in the Specialized Student Services program may opt not to work during the two (2) scheduled work days during the February break, provided they shall pay for the substitute teacher necessary to replace them for those two (2) days. The annual pay for Specialized Student Services teachers shall not be reduced by this provision. Instead the deduction shall be made for his/her paycheck after the salary has been calculated.

In order to qualify for this provision the teacher must request the two (2) days off at least two (2) weeks in advance of the February break.

## **ARTICLE 32. DRUG AND ALCOHOL ABUSE**

32.1 The Board and the Association agree that the workplace should be free from drug and alcohol abuse. Employees of the District cannot work safely and productively if they report for work or work while they are under the influence of alcohol or drugs. Moreover, the presence of substance abuse, controlled substances and related activities within the District is inconsistent with the District's educational goals and responsibilities. For these reasons, and the requirements of the Federal Drug-Free Workplace Act and the Drug-Free Schools and Communities Act Amendments of 1989, the parties are committed to maintaining a work and educational environment free of controlled substances and alcohol. In order to achieve these objectives, the parties agree to the following terms.

32.2 The manufacture, use, possession, distribution, sale or offering for sale or distribution of a controlled substance by an employee while on District premises, while engaged in District business, or while participating in or attending a District activity is prohibited.

Reporting to work, working or otherwise being on District premises or at a District activity while under the influence of a controlled substance is also prohibited.

The use and possession of controlled substances as prohibited by this provision does not apply to use and possession pursuant to the direction of a licensed health care professional or as otherwise authorized by federal law.

Furthermore, any employee convicted of violating any criminal drug statute related to conduct occurring in the workplace must report that conviction to the Superintendent, or his designee, in writing within three (3) calendar days after the conviction.

Reporting to work, working or otherwise being on District premises or at a District activity while under the influence of alcohol is absolutely prohibited. The possession of alcohol, in sealed or unsealed containers (excluding sealed containers in personal vehicles) on District premises is also prohibited, as is the unauthorized consumption or distribution of alcohol be permitted while participating in or attending any District activity involving students.

### 32.3 Definitions.

- (a) District Premises. The term "District Premises" as used in this Article includes, but is not limited to: (1) all buildings and facilities of the District, and the property adjacent to them, including fields and parking lots; and (2) District owned, leased or rented vehicles or equipment.
- (b) District Activity. The term "District Activity" as used in this Article means any activity, program or event related to the District's program involving students of the District, whether directly sponsored by the District, a group affiliated with the District, or any other entity sponsoring the activity, program or event in which the District participates.
- (c) Controlled Substance. The term "controlled substance" as used in this Article means any substances listed in Schedules I through V of the Federal Controlled Substances Act (21 USC 812) and applicable regulations, as well as any other illegal drugs or anabolic steroids. Such substances include, but are not limited to, marijuana, cocaine, crack cocaine, heroin, peyote, PCP, mescaline and LSD.

### 32.4 Policy Administration.

- (a) Employee Notification. All current and new employees will be notified of the terms of this Article by being given a copy of this Agreement. Compliance by employees with the policies in and requirements of this Article are mandatory conditions of employment.
- (b) Employee Initiated Rehabilitation. Employees with a problem related to drug or alcohol use are encouraged to volunteer for rehabilitation assistance before the problem leads to a situation which could jeopardize their employment.

Employees who desire assistance in dealing with a drug or alcohol problem and wish for a referral to a rehabilitation program may confer with the Personnel Department or their union representative. Employees may also seek assistance through entities such as the County Health Department, Henry Ford Hospital (Maple Grove Center), William Beaumont Hospital, Providence Hospital, Eastwood Clinic (Royal Oak), Catherine McCauley Chemical Dependency Program (Ann Arbor) and Brighton Hospital.

- (c) Discipline. Disciplinary action will be taken against employees who violate Sections 32.2 or 32.3 of this Agreement, as permitted by and in accordance with state and federal law and the procedures of the applicable collective bargaining agreement, as follows:
1. The manufacturing, possessing, using, distributing, selling, or the attempt to manufacture, distribute, possess, use or sell any controlled substance, while on District premises, while engaged in District business, or while participating in or attending a District activity, will result in immediate discharge;
  2. All other violations of Sections 32.2 or 32.3 of this Agreement will result in discipline up to and including immediate discharge, in accordance with this Agreement. Rehabilitation may be made a part of the discipline and a condition for returning to work.

Employees believed to be subject to a discipline under Sections 32.4(c)(1) or 32.4(c)(2), above, will also be referred to law enforcement authorities.

- (e) Confidentiality. The confidential nature of all actions taken pursuant to this Article is to be respected. Toward this end, efforts will be made to assure that only those individuals with a "need-to-know" are to be advised of actions taken pursuant to this Agreement. Those with a need-to-know normally include the employee's supervisor, District executive management, law enforcement personnel and Association officials.



**ARTICLE 33. DURATION OF AGREEMENT**

**33.1 This Agreement shall be in full force and effect commencing September 1, 2010 and shall continue in effect until June 30, 2012. At that time there will be a sixty (60) day extension if there has been no Agreement ratified by the OPEA and the Oak Park School District.**

**33.2 IN WITNESS THEREOF, the parties have executed this Agreement by their duly authorized representatives, the day and year first written above. On or before or before March 1, 2012 both teams shall meet to discuss contract negotiations.**

BOARD OF EDUCATION  
OAK PARK SCHOOL DISTRICT

OAK PARK EDUCATION ASSOCIATION  
(MEA/NEA)

BY \_\_\_\_\_  
President

BY \_\_\_\_\_  
President

BY \_\_\_\_\_  
Vice-President

BY \_\_\_\_\_  
Vice-President

BY \_\_\_\_\_  
Executive Director

## **SCHEDULE A - SALARY SCHEDULES**

A. For purposes of incremental step advancement, teachers shall have an anniversary date, which shall be July 1 of the calendar year in which they were hired. Teachers will move to the next step each July 1 following their anniversary date.

\*Teachers hired after July 1, 1986, and have a BA+20 or attain the BA+20 will be placed on that track for five (5) years. After the teacher has been paid on the BA+20 track for five (5) years in the Oak Park District, they will go to the BA track, if s/he has not received a master's degree.

Teachers hired before July 1, 1986, who receive a Ph.D./Ed.D. degree after June 30, 1989, and teachers with a Ph.D./Ed.D. degree hired after July 1, 1986, will be placed on the Ph.D./Ed.D. schedule only if their degree is in a field directly related to their teaching assignment or approval is granted by the Superintendent. Teachers hired before July 1, 1986, who receive a Ph.D./Ed.D. degree prior to June 30, 1989, are exempt from the conditions listed above.

A Master's Degree in social work or school psychology shall be regarded as a Master's Degree plus 30 hours on the salary schedule when the holder of such a degree shall have completed the total of sixty (60) semester hours over the Bachelor Degree.

All hours to be credited above a degree must be graduate hours from an accredited institution and shall pertain and be applicable toward an approved and recognized graduate degree in education, a degree related to the teacher's assignment, or be considered to be an adjunct to the teacher's effectiveness in his/her teaching assignment.

All graduate credit courses must be recorded in the Human Resources Department before any salary adjustment is made. All transcripts and proper forms must be in the Human Resources Department not later than October 15 in order to receive salary credit for the first semester or April 1, in order to receive salary credit for the second semester.

New Hires: Beginning upon ratification of this contract, new hires shall only be brought in at a maximum of Step 4 on the salary schedule, and only to fill a position of high-critical need.

**B. 2010- 2011 and 2011-2012 Salary Schedule**

Step	BA	BA+20	MA	MA+20	MA+30	PhD
1	36,528.61	37,285.76	39,542.83	40,295.87	41,246.91	42,943.82
2	38,313.75	39,072.95	41,740.39	42,503.69	43,455.76	45,172.16
3	40,226.11	40,995.56	44,071.33	44,845.91	45,835.94	47,540.03
4	42,565.24	43,343.94	46,833.16	47,612.88	48,585.47	50,330.59
5	45,292.20	46,082.17	50,001.26	50,786.11	51,763.83	53,885.47
6	48,208.95	49,003.02	53,769.54	54,559.52	55,551.60	57,334.69
7	51,513.50	52,308.61	57,890.75	58,309.33	59,306.54	61,113.22
8	55,972.24	56,888.40	64,000.23	64,814.82	65,837.68	67,681.30
9	62,160.71	63,109.71	72,784.33	73,180.34	74,243.21	76,146.33
10	64,061.78	65,020.11	74,791.07	75,191.18	76,264.32	78,185.90

For the life of this agreement, teachers will remain on their 2009-10 step.

After 2011-12 school year, no advancement upon steps or payment therefore shall occur, unless otherwise agreed to by the parties.

After January 7, 2011, teachers on steps will no longer receive the increase that has been paid since the beginning of the school year. Those monies previously received shall be considered to be an off-schedule payment.

**C: FURLOUGH DAY** - In 2011-12, teachers will have one unpaid furlough day. Teachers are not required to be in attendance during their 'work time' prior to the start of the school year. In the past, this time has been two half-days prior to the first day of school.

## SCHEDULE B

### INTER-SCHOLASTIC SPORTS AND EXTRA-CURRICULAR ACTIVITY COMPENSATION

Football			
	Head Coach	3523	
	Ass't & Reserve Coaches	2774	
	Assistant	1789	
Basketball			
	Head Coach	3523	
	Jr. Varsity Coach	2774	
	9th Grade Coach	2127	
	7th/8th Grade Coach	1941	
Wrestling			
	Head Coach	2745	
	Ass't Coach	2303	
Swimming			
	Head Coach	3258	
Baseball/Softball			
	Head Coach	2745	
	Ass't & Reserve Coaches	2215	
	9th Grade Coach	1879	
	7th/8th Grade Coach	1941	
Track			
	Head Coach	2745	
	Ass't Coach	2215	
	7th/8th Grade Coach	1941	
Cross Country			
	Head Coach	2099	
Tennis			
	Head Coach	2364	
Soccer			
	Head Coach	2398	
Volleyball			
	Head Coach	2745	
	Jr. Varsity Coach	2303	
INTRAMURAL			
	Elem/Middle School	1966	One stipend per school, per school year

OTHER POSITIONS RELATED TO ATHLETICS

Athletic Trainer (per season)	2745
Faculty Manager	2745
Cheerleader Coach	
High School (per season)	1208
Middle School (per season)	659

ELEMENTARY

Combined Safety Patrol and Service Squad	1569	
Student Council/Class Sponsor	895	One stipend per school, per school year

SENIOR HIGH/MIDDLE/8<sup>th</sup> & 9<sup>th</sup> SCHOOL

Middle School paper and yearbook	1437
Secondary Student Council Sponsor	1437
Secondary Detention Teacher	1437
*Secondary drama	2348
9th Grade class sponsor	763
10th Grade class sponsor	851
11th Grade class sponsor	1116
12th Grade class sponsor	1746
*Senior High forensics	1159
*Senior High debate	2348
*Marching Band Director	1922
*Senior High music choral festivals	1408
*Senior High yearbook	1408
Senior High modern dance	1408
Foreign Language festival sponsor	1159
Varsity Club sponsor	1248
Reading Coordinator	1746
Computer Club	1630
BOEC, HOSA, DECA	1408
Special Olympic Coach	1408
SMI/SXI Computer Programmer	1542
Future Homemakers of America	1085
National Honor Society	1437
Supervisors of after-school activities on a per event basis such as athletic events, musicals, plays, concerts, special events	\$17.93

\* Assignment related co-curricular activity.

SCHEDULE C  
CALENDAR 2010-2011

Wednesday	September 1	Teachers only. 1/2 Administrative Address (AM) 1/2 Classroom Set Up (PM)*
Thursday	September 2	Teachers only. 1/2 P.D. (AM) 1/2 Classroom Set Up (PM)*
Friday	September 3	No School
Monday	September 6	No School – Labor Day
Tuesday	September 7	Students report (full day)
Wednesday	September 22	Teachers only. Full day P.D.
Monday	November 1	Teachers only. Full day P.D.
Friday	November 5	½ Day EPR and Records † All District
Thursday	November 11	Report Card Distribution Day
Thursday	November 11	Parent/Teacher Conferences – Full Day
Wednesday	November 24-26	No School-Thanksgiving
Monday	November 29	Classes Resume from Thanksgiving Break
Monday	December 20-January 2	No School-Holiday Break
Monday	January 3	Classes Resume from Holiday Break
Monday	January 17	No School-Martin Luther King Holiday
Tuesday	January 18	Teachers only. Full day P.D.
Thursday	January 20	1/2 day (Secondary Examinations) (AM) 1/2 day EPR/Records (PM) †
Friday	January 21	1/2 day (Secondary Examinations) (AM) 1/2 day EPR/Records (PM) †
Friday	February 4	Report Card Distribution Day
Monday	February 21-25	No School-Winter Break
Monday	February 28	Classes Resume from Winter Break
Friday	March 11	Teachers only. Full day P.D.
Friday	April 1	½ Day EPR and Records † All District
Monday	April 4-8	No School-Spring Break
Monday	April 11	Classes Resume from Spring Break
Thursday	April 14	PT Conferences-Full Day

Thursday	April 14	Report Card Distribution Day
Friday	April 22	No School-Good Friday
Monday	May 30	No School-Memorial Day.
Wednesday	June 15	1/2 day (Secondary Examinations) (AM) 1/2 day EPR/Records (PM) †
Thursday	June 16	1/2 day (Secondary Examinations) (AM) <b>(Last Day for Students)</b> 1/2 day EPR/Records (PM) †
Friday	June 17	Room Clean Out <b>(Last Day for Teachers)</b>

Full Day Elementary is 6 hours and 25 minutes (385 minutes)  
1/2 Day Elementary is 3 hours and 24 minutes (204 minutes)

Full Day Secondary is 6 hours and 23 minutes (383 minutes)  
1/2 Day Secondary is 3 hours and 13 minutes (193 minutes)

Elementary Instructional Hours – 1098  
Secondary Instructional Hours - 1098

\*Schedule for events on 9/01/2010 and 09/02/2010

- 8am – 11:30am      Administrative Address
- 11:30am – 12pm      Lunch
- 12pm – Dismissal      Classroom set-up

† All building levels have students scheduled in the a.m.  
The scheduled EPR or Records applies to all building levels

***Parent-Teacher Conferences (PTC) shall consist of PTC only. In total they shall be eight (8) hours. An additional one (1) hour lunch shall be included. The schedule for the PTC at the K-6 buildings shall be the same and the schedule for the PTC at the 7-12 buildings shall be the same.***

Schedule C  
Calendar 2011- 2012

Wednesday	August 31	Teachers Only ½ Administrative Address (AM) ½ day Classroom Set up (PM) (Furlough)
Thursday	September 1	Teacher's Only; ½ PD ½ day Classroom Set Up (PM) (Furlough)
Friday	September 2	NO School
Monday	September 5	Labor Day
Tuesday	September 6	Student Report (First Day)
Wednesday	September 21	Teachers Only. Full Day P.D.
Friday	November 4	½ day EPR and Records All District
Tuesday	November 8 (Election Day)	Teachers Only. Full Day P.D.
Thursday	November 10	Parent Teacher Conferences and Report Card Distribution (Full day)
Wednesday	November 23 -25	No School Thanksgiving Break
Monday	December 19- January 2	No School Holiday Break
Tuesday	January 3	Classes Resume
Monday	January 16	No School Martin Luther King Day
Tuesday	January 17	Teacher's Only Full Day P.D.
Thursday	January 26	½ Day Secondary Examinations and ½ day (AM); EPR Records (PM)
Friday	January 27	½ Day Secondary Examinations and ½ day (AM); EPR Records (PM)
Monday	January 30	Start of Second Semester/3 <sup>rd</sup> Quarter
Friday	February 3	Report Card Distribution Day
Monday	February 20 – 24	No School Winter Break
Monday	February 27	Classes Resume from Winter Break
Friday	March 9	Teacher's Only Full Day P.D.
Monday	April 2 – April 9	No School Spring Break



Tuesday	April 10	Classes Resume after Spring Break
Friday	April 13	½ day (AM); EPR Records Day (PM)
Thursday	April 19	Parent Teacher Conferences and Report Card Distribution Day (Full Day)
Monday	May 28	No School Memorial Day
Wednesday	June 13	½ Day Secondary Examinations and ½ day (AM); EPR Records (PM)
Thursday	June 14	½ Day Secondary Examinations and ½ day (AM); EPR Records (PM)
Friday	June 15	Room Clean Out (Last Day for Teachers)

Full Day Elementary is 6 hours and 25 minutes (385 minutes)  
 1/2 Day Elementary is 3 hours and 24 minutes (204 minutes)

Full Day Secondary is 6 hours and 23 minutes (383 minutes)  
 1/2 Day Secondary is 3 hours and 13 minutes (193 minutes)

Elementary Instructional Hours – 1098  
 Secondary Instructional Hours - 1098

† All building levels have students scheduled in the a.m.  
 The scheduled EPR or Records applies to all building levels

***Parent-Teacher Conferences (PTC) shall consist of PTC only. In total they shall be eight (8) hours. An additional one (1) hour lunch shall be included. The schedule for the PTC at the K-6 buildings shall be the same and the schedule for the PTC at the 7-12 buildings shall be the same.***

**SCHEDULE D**  
**PAY DATES 2010-2011**

**2010**

FRIDAY, SEPTEMBER 3  
FRIDAY, SEPTEMBER 17  
FRIDAY, OCTOBER 1  
FRIDAY, OCTOBER 15  
FRIDAY, OCTOBER 29  
FRIDAY, NOVEMBER 12  
WEDNESDAY, NOVEMBER 24  
FRIDAY, DECEMBER 10  
WEDNESDAY, DECEMBER 22

**2011**

FRIDAY, JANUARY 7  
FRIDAY, JANUARY 21  
FRIDAY, FEBRUARY 4  
FRIDAY, FEBRUARY 18  
FRIDAY, MARCH 4  
THURSDAY, MARCH 18  
FRIDAY, APRIL 1  
FRIDAY, APRIL 15  
FRIDAY, APRIL 29  
FRIDAY, MAY 13  
FRIDAY, MAY 27  
FRIDAY, JUNE 10 (Last pay for 21 pay teachers)  
FRIDAY, JUNE 24  
FRIDAY, JULY 8  
FRIDAY, JULY 22  
FRIDAY, AUGUST 5  
FRIDAY, AUGUST 19 (Last pay for 26 pay teachers)

**SCHEDULE D**  
**PAY DATES 2011-2012**

**2011**

FRIDAY, SEPTEMBER 2  
FRIDAY, SEPTEMBER 16  
FRIDAY, SEPTEMBER 30  
FRIDAY, OCTOBER 14  
FRIDAY, OCTOBER 28  
FRIDAY, NOVEMBER 11  
WEDNESDAY, NOVEMBER 23  
FRIDAY, DECEMBER 9  
THURSDAY, DECEMBER 22

**2012**

FRIDAY, JANUARY 6  
FRIDAY, JANUARY 20  
FRIDAY, FEBRUARY 3  
FRIDAY, FEBRUARY 17  
FRIDAY, MARCH 2  
FRIDAY, MARCH 16  
FRIDAY, MARCH 30  
FRIDAY, APRIL 13  
FRIDAY, APRIL 27  
FRIDAY, MAY 11  
FRIDAY, MAY 25  
FRIDAY, JUNE 8  
FRIDAY, JUNE 22  
FRIDAY, JULY 6  
FRIDAY, JULY 20  
FRIDAY, AUGUST 3  
FRIDAY, AUGUST 17

## SCHEDULE E

### DEFINITIONS

1. TEACHER shall mean any member of the bargaining unit.
2. ASSOCIATION REPRESENTATIVE shall mean representative of the Association or his/her alternate designee in each school building.
3. ASSOCIATION OFFICIAL shall mean Association representative, officer of the Education Association, or employees of the Association.
4. ADMINISTRATIVE POSITIONS other than Central staff shall include: all evaluative positions (e.g., department chairpersons, coordinators, directors, etc.), principals, assistant principals and excluded directors/supervisors/coordinator.
5. SCHOOL shall mean any work location within the Oak Park School District, provided it is understood the provisions of this Agreement shall apply to a teacher while engaged in a field trip or other authorized school function outside of the District.
6. BOARD shall mean the duly elected officials of the Oak Park Board of Education acting as a total body.
7. When referring to the following it is expressly understood it shall also mean "or designee" unless specifically excluded by the wording of a section.
  - f. Association representative
  - g. Association president
  - h. Association
  - i. Principal
  - j. Administrator
  - k. Superintendent
  - l. Board
8. MIDDLE SCHOOL - Grades 7, and 8 in the Oak Park School District.
9. EARLY HIGH SCHOOL – GRADE 9 in the Oak Park School District.
10. HIGH SCHOOL- Grades 10, 11 and 12 in the Oak Park School District.
11. CERTIFICATION: Documented recognition of teaching credentials as defined in Teacher Certification Code.
12. SENIORITY shall be based upon years of accumulated service in the Oak Park School District.
13. EXTRA-CURRICULAR shall refer to sponsored activities which are beyond the work schedule of the teacher and occur within the scheduled school day, or those which occur outside the normal school day.

- 14 The term "days" shall mean calendar days unless expressly indicated otherwise.
- 15 QUALIFICATION shall be defined as in Article 13, Section 13.1(e).
- 16 CONSORTIUM shall mean an educational program between the Oak Park School District and any other school district.
- 17 COMPENSATORY TIME shall be equal time off for extra time worked.
- 18 SPECIAL EDUCATION SUPPORT STAFF are speech and hearing therapists, physical therapists, and occupational therapists.
- 19 PUPIL PERSONNEL STAFF are psychologists and social workers.
- 20 EXTENDED SCHOOL YEAR shall be as required by law for the program serviced.
- 21 SPECIAL EDUCATION STAFF are all certified staff not listed above who are under the Director of Special Education.
- 22 DATE OF HIRE shall be defined as in Section 7.3(d).
- 23 MEMORANDUM OF AGREEMENT - A change of the collective bargaining agreement by way of addition, deletion, or modification of contract language. Memoranda of Agreement require ratification of both parties.
- 24 MEMORANDUM OF UNDERSTANDING - A means of clarification on implementation of the collective bargaining agreement. Memoranda of Understanding do not require ratification.

## APPENDIX

### 1. Co-teaching Committee

A joint association and administrative committee shall be formed to review current issues and practices of teachers involved with co-teaching.

### 2. Special Education Concerns Committee

A joint association and administrative committee shall be formed to review current issues and practices of special education teachers.

### 3. Teacher Evaluation Committee

A joint association and administrative committee shall be formed to discuss changes to Article 9 – Evaluation and Accountability, as a result of the passage of MCL 380.1249 and MCL 380.1250.

### APPENDIX: RTTT/SIG

The parties agree to negotiate the impact of the legislation commonly referred to as Race to the Top (series of bills titled Michigan Integrated Education Reform Acts), prior to implementation of any practice that would affect any mandatory subjects of bargaining. This includes, but is not limited to, the SIG Grant.

**LETTER OF AGREEMENT**  
**Between**  
**The Oak Park Education Association**  
**And**  
**Oak Park School District**

**RE: STAFFING COLLABORATION**

The OPEA shall be given the opportunity to provide advice and input regarding the assignments of bargaining unit members following the administration's preliminary staff assignments for the coming year, and if staffing changes are required in the course of the school year.

**LETTER OF AGREEMENT**  
**Between**  
**The Oak Park Education Association**  
**And**  
**Oak Park School District**

**RE: MANDATED REDUCTIONS IN SALARY**

If during and pertaining to the effective dates of this Agreement, the legislature or other lawful authority mandates reduction(s) of the teachers' salaries that result in an economic benefit to the School District, to the extent permitted by such legal mandate, the dollar amount of said salary reductions shall first be credited against the 5% salary reduction represented by the Salary Schedule contained within this Agreement before any reduction in the Salary Schedule figures will be permitted to occur.

---

**LETTER OF AGREEMENT**  
**Between**  
**The Oak Park Education Association**  
**And**  
**Oak Park School District**

**RE: FLEXIBLE SPENDING ACCOUNTS**

The District will research Flexible Spending Account plans, and will offer an FSA plan to the Association. Enrollment in an FSA plan is optional, and will be available at a minimal cost to each participating Association member.

**LETTER OF AGREEMENT**  
**Between**  
**The Oak Park Education Association**  
**And**  
**Oak Park School District**

**RE: EQUALIZING PAYCHECKS**

Beginning with the first pay period in February 2011, the amount paid to each Association member will remain consistent for the remainder of the 2010-11 school year. Due to the addition of a furlough day in the 2011-12 school year, the biweekly amount paid to each member in 2011-12 will be consistent throughout the school year.