

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

OAK PARK BOARD OF EDUCATION

AND THE

ASSOCIATION OF OAK PARK

SCHOOL ADMINISTRATORS

2010-2012

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AGREEMENT

This Agreement is made and entered into this 30th day of June 2010 by and between THE BOARD OF EDUCATION of the Oak Park School District, hereinafter referred to as the "Board" and the ASSOCIATION OF OAK PARK SCHOOL ADMINISTRATORS, hereinafter referred to as the "Association".

ARTICLE 1

RECOGNITION

The Board recognizes the Association of Oak Park School Administrators as the exclusive bargaining representative for the purpose of collective bargaining with respect to rates of pay, hours of employment and conditions of employment for all supervisory and administrative positions for which the Oak Park Board of Education requires teaching certification, including Principals, Assistant Principals, Directors, Athletic Director and Dean of Students but excluding executives, teaching employees, and all non-instructional personnel.

ARTICLE 2

DEFINITIONS

In the application and interpretation of the provisions of this Agreement, the following definitions shall apply:

- A. BOARD shall mean the Board of Education of Oak Park Public Schools.
- B. ASSOCIATION shall mean the Association of Oak Park School Administrators.
- C. ADMINISTRATOR shall mean any member of the bargaining unit.
- D. SUPERINTENDENT shall mean the Superintendent of Schools of the Oak Park Public Schools (or his designee).
- E. In the construction of the words used in this collective bargaining agreement, the use of the singular shall include the plural and the masculine shall include the feminine.

ARTICLE 3

ASSOCIATION SECURITY

Section 1. Within thirty (30) days after employment, or the execution of this Agreement, whichever is later, all members of the bargaining unit shall have the opportunity to join the Association and execute an authorization permitting the deduction of union dues and assessments.

Section 2. Any member of the bargaining unit who has not joined the Association during such period, or having joined, has not remained a member, shall immediately execute an authorization permitting deduction of a service fee. It is understood that the payment of such sums shall not constitute an agreement to become a member of the Association.

ARTICLE 4

BOARD RIGHTS

Section 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 programs 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.

Section 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 otherwise limited by express provision of this Agreement.

ARTICLE 5

ASSOCIATION AND ADMINISTRATOR RIGHTS

Section 1. Use of Facilities The Association shall have the right to use building facilities at reasonable times and hours for Association meetings provided this shall not interfere with or interrupt normal school

procedures. When special custodial service is required, the Board will charge the Association for the actual charge involved.

Section 2. Provision for Information The Board agrees to provide in the form in which it is available in the records of the District, upon written request of the duly designated Association representative, all financial and non-confidential personnel information relative to the District; excluding, however, any and all financial information or data which may be held no accessible to administrative bargaining units by any statute, state administrative or judicial body.

Section 3. Personnel Files

- A. An Administrator's official personnel file shall be maintained in accordance with the Office of Human Resources record retention procedures.
- B. An Administrator shall have access to his personnel file at a mutually agreed-upon time.
- C. Maintenance and inspection of personnel files shall be in accordance with the Bullard-Plawecki Employee Right to Know Act (397PA1978). Except for copies of materials routinely furnished Administrators 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 Administrator. The Administrator shall initial the material to acknowledge receipt of the copy.

Section 4. Discipline No Administrator shall be disciplined for reasons which are arbitrary and capricious.

- A. For purpose of this section, discipline shall mean a written warning or admonition to an Administrator.
- B. The written warning or admonition shall be signed by the person taking the action and the Administrator involved. The signature of the Administrator receiving the admonition or warning shall be interpreted to mean knowledge of the contents of the document.
- C. A copy of the admonition or warning shall be forwarded to the Office Human Resources for inclusion in the Administrator's personnel file.

ARTICLE 6

FAIR PRACTICES

Section 1. The Association agrees to continue to admit persons to membership without discrimination on the basis of race, creed, color, national origin, age, sex, or marital status, and to represent all members of the Bargaining Unit.

Section 2. The Board agrees to continue its policy of not discriminating against any Administrator on the basis of race, creed, color, national origin, age, sex, marital status, or membership or participation in the Association or any other employee organization.

Section 3. This Agreement shall be applied uniformly to all employees within the Bargaining Unit.

ARTICLE 7

EVALUATIONS

Section 1. Probation Each Administrator's first two years of employment shall be on a probationary status.

Section 2. The individual's annual evaluation will be based on a School Board Adopted Administrative Performance Appraisal Process. An initial conference must take place no later than October 31st of each school year to set goals and discuss evaluation process.

Section 3. If the evaluation results from the initial appraisal process are less than satisfactory, the Administrator shall be notified by January 1 and a conference will be held with the Administrator to discuss the evaluation and any recommendations for improvement (such as mentoring, professional development, and in-service).

Section 4. If the Administrator is notified by March 30, that his/her mid-year performance evaluation is unsatisfactory, a conference will be held with the Administrator to discuss the evaluation and reasons for nonrenewal. If evidence substantiate that the Administrator cannot fulfill the duties and responsibilities of the position, he/she will be non-renewed, pursuant to section 471a of the Revised School Code, MCL 380.471a.

If a person is in an acting position for more than one semester, and applies for and is appointed to that administrative position, the time spent in an acting capacity shall count as time spent in a probationary status.

ARTICLE 8

NOTIFICATION OF ADMINISTRATIVE OPENINGS

Announcement of openings for administrative positions covered by this agreement and central office positions shall be communicated to all members of the bargaining unit in accordance with the Office of Human Resources job posting procedures.

ARTICLE 9

GRIEVANCE PROCEDURE

Section 1. A grievance is a complaint by an Administrator or by the Association involving the application or interpretation of this Agreement or a claim that some action taken by the Board, Superintendent, or member of the Central Administrative Staff concerning Administrator's wage, hours or other terms and conditions of employment is unreasonable.

Section 2. The grievance procedure provided in this Agreement shall be the sole and exclusive means of presenting and resolving complaints or disputes arising out of or in connection with the application or interpretation of this Agreement.

Section 3. Prior to filing a grievance at Step 1, the Administrator may discuss the matter informally with his or her supervisor and have the matter adjusted without intervention of the Association, provided, however, that the adjustment is consistent with the terms of this agreement.

Section 4.

Step One: All grievances shall be presented on a "Statement of Grievance" to his supervisor within fifteen (15) work days of the event upon which the grievance is based. The "Statement of Grievance" shall name the Administrator involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the Administrator with respect to these provisions, and shall indicate the relief requested. An Association grievance may be filed on behalf of the individual or Association as a group.

The supervisor shall render his decision, in writing, no later than fifteen (15) work days after receipt of the written grievance.

Step Two: If the grievance is not resolved at Step One, the decision of the supervisor may be appealed, in writing, to the Superintendent within a reasonable time, not to exceed ten (10) work days.

The Superintendent shall meet with the aggrieved Administrator and/or his Association representative within ten (10) work days after the date the written appeal is filed with the Superintendent. The Superintendent, after hearing the appeal, shall render his decision within five (5) work days after the date of the appeal meeting. The decision of the Superintendent shall be communicated in writing to the grievant and the Association.

Step Three: If the grievance is not resolved at Step Two, it may be submitted to binding arbitration by the Association upon written notice of a demand for arbitration, following the issuance of the written disposition as provided for in Step Two, provided written notice of the request for submission to arbitration is delivered within ten (10) work days after the date of the Superintendent's written communication of the decision under Step Two.

Step Four: Following the written notice of a demand for arbitration, the Association and the Superintendent shall attempt to select an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within ten (10) days after the date of the written notice of a demand for arbitration, the arbitrator shall be selected according to the rules of the American Arbitration Association.

Section 5. It shall be the function of the arbitrator and they shall be empowered, except as their 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. Shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
- B. Shall have no power to establish wage scales or change any wage.

- C. Shall have no power to change any practice, policy, or rule of the Board.

There shall be no appeal from the arbitrator's decision. It shall be final and binding on the Association and its members, the Administrator or Administrators involved and the Board. The Association shall discourage any attempt of its members, and shall not encourage or cooperate with any of its members, in any appeal to any court or labor board from a decision of an arbitrator; nor shall the Association or its members by any other means attempt to bring about the settlement of any grievance.

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

Section 6. The number of days provided for the presentation and processing of grievances in each step of the grievance procedure establish the maximum time limits and any grievance not presented within the time limits provided at each respective step of the grievance procedure shall be deemed withdrawn; provided, however, the time limits set forth herein may be extended by the Superintendent and the Administrator or Association in writing; then the new date shall prevail.

Section 7. A complaint or dispute involving the discharge or demotion of an Administrator on continuing tenure in any position in the Oak Park School District shall not be subject to the grievance procedure provided in this Agreement. Any such complaint or dispute may be submitted, in writing, to the Superintendent by the Administrator within ten (10) work days after the Administrator is notified of his demotion or discharge and if the matter is not resolved within ten (10) work days after submission to the Superintendent, and it involves a position in which the Administrator has tenure, it shall be presented, heard and resolved pursuant to the provisions of Act 4, Public Acts of Michigan (Ex.Sess.), as amended (Tenure of Teachers Act).

ARTICLE 10

TRANSFERS

Section 1. Voluntary Transfers Requests

- A. A transfer shall mean re-assignment of an Administrator from one position in the Bargaining Unit to same position in another building. Any Administrator shall have the right to request a transfer.
- B. The Administrator will receive information regarding administrative assignment changes in writing within five business days.
- C. The Superintendent has the authority to approve or deny any voluntary transfers. The reason for denial shall be communicated to the member upon request.

Section 2. Involuntary Transfers

- A. Involuntary transfer shall mean the movement of an Administrator from one building to another or from one position to another which he has not requested.

- B. The Superintendent shall notify the affected Administrator and the Association, in writing, of the reasons for such transfer.
- C. An involuntary transfer shall be made only after a meeting between the Administrator involved and the Superintendent.

ARTICLE 11

REDUCTION IN FORCE

Section 1. The Association recognizes the Board's right to reduce the number of Administrative personnel.

Section 2. For the purpose of this Article, the term "reduced" shall mean the termination of an Administrator from a position within the bargaining unit.

Section 3. Employment shall be by written contract which is renewed for an additional one year period unless written notice of non-renewal of the contract is given at least sixty (60) days before the termination date of the contract.

The Employee, subject to the terms of this Agreement and applicable Michigan law, will receive a notification of non-renewal of a contract only for reasons that are not arbitrary or capricious. The board shall not issue a notice of non-renewal under this section unless the Administrator has been provided with not less than 30 day's advance notice that the board is considering the non-renewal together with a written statement of the reasons that the board is considering the non-renewal. After the issuance of the written statement but before the non-renewal statement is issued the Administrator shall be given the opportunity to meet with not less than a majority of the board to discuss the reasons stated in the written statement. The meeting shall be open to the public or a closed session as the Administrator elects under section 8 of the open meetings act, 1976 PA 267, MCL 15.268. The failure to provide for a meeting with the board or the finding of a court that the reason for non-renewal is arbitrary or capricious shall result in the renewal of the affected Administrator's contract for an additional 1 - year period.

Section 4. Every year the Assistant Superintendent or designee will review the Administrative requirements for certification within the five (5) year window. After exhausting the five (5) year window, the individual without administrative certification and/or administrative requirements may be released.

Section 5. An Administrator shall retain their tenure status as defined in the Michigan Tenure Act.

Section 6. The sequence of Administrative personnel layoffs shall be as follows:

- A. Any Administrator with an expired certification and/or who has not met administrative requirements.
- B. Has not met certification requirements.
- C. If a further reduction in Administrative staff becomes necessary, said reduction shall be accomplished by the Board's consideration of the following factors. Such consideration shall include, but not be limited to:

- Years of administrative experience in the bargaining unit.
- Annual administrative evaluations
- Professional training and experience.
- Other provisions as established by law.

The Board decision and rationale shall be shared with all Administrators affected and the President of AOPSA.

- D. Release the Administrator. If an Administrator is released from their Administrative responsibilities and he/she has the highly qualified certification, he/she will be able to bump into the teacher's bargaining unit.

Section 7. Administrators who have been reduced shall retain all accumulated sick leave.

Section 8. The Board shall rescind letters sent to Administrators under Act No. 451 of the Public Acts of 1976, as amended (MCLA 380.247) as soon as sufficient information is available to warrant such action.

Section 9. In the event that a member of the bargaining unit, after being reduced, is subsequently re-assigned to a position covered by this bargaining unit, they shall be re-assigned to the next step on the salary schedule above that they held at the time of reduction, provided, however, that such Administrator had completed a full year as an Administrator at the previous step.

Section 10. Effective 2010-11 any member of the ASOPA that serves in an interim position and becomes the full time equivalent of the position will accrue seniority from that point forward.

ARTICLE 12

INDIVIDUAL SECURITY

Section 1. In case of a complaint concerning an Administrator, the complainant and the Administrator should attempt to resolve the complaint directly. If the complaint is made to a person other than the Administrator involved, the complainant should be referred to that Administrator so the complaint can be resolved directly.

If such direct approach fails, the Superintendent shall attempt to resolve the complaints in an expeditious manner.

RESOLUTION PROCESS

1. Inform Administrator in writing about
 - a. the complaint/allegation
 - b. the procedure to be followed;
 - i. State the complaint and establish the facts
 - ii. Collect the Administrator's response to complaint
 - iii. Question and discussion
 - iv. Summarize

- v. Decision regarding disciplinary action, if any
- vi. Communicate the decision to the Administrator
- c. the date, time and place of the discussions
- d. the Administrator's right to be represented by the Union

When the Superintendent has resolved a complaint without the participation of the Administrator, the Administrator shall be advised of the disposition of the complaint in writing, within in ten (10) business days.

Section 2. If an Administrator, while acting in a legal manner within the jurisdiction of his assignment, is complained against or sued, the Board will provide legal counsel and render all necessary assistance to the Administrator in his defense, as provided by its liability insurance policy, subject to the exclusions appearing in the policy. It shall be the responsibility of the Administrator to bring any such complaints to the attention of the Board in writing. Time lost by an Administrator in connection with an incident mentioned in this Article shall not be charged against his leave days as defined in Article 15 of this Agreement.

Section 3. Any assault upon an Administrator shall be reported to the proper school and civil authorities. In the event an Administrator requires legal counsel with respect to his rights and responsibilities incidental to the assault, said counsel shall be provided in cases of civil liability by the Board, subject to the exclusions appearing in the liability policy.

Section 4: If a member request union representation it will be honored in meeting with the superintendent and/or designee.

ARTICLE 13

LEAVES OF ABSENCE

Section 1. General Conditions of Leaves

A. Length of Leave

All leaves of absence shall be for a period of no longer than one (1) year. An annual extension of a leave may be granted at the discretion of the Superintendent for a period of no longer than two (2) additional years.

B. Availability to Return

A letter of availability to return from leave shall reach the Office of Human Resources not 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 Office of Human Resources not later than sixty (60) days preceding the termination date. Failure to comply with the above shall be interpreted as a resignation from the Oak Park Schools.

C. Return Prior to Expiration Date

An employee may return to work prior to the expiration date of a leave at the convenience of the school district.

D. Fitness to Return from Medical Leave

Employees returning from medical leaves of absence shall present a doctor's certificate attesting to their fitness to return to full administrative duties. Such certification shall be presented prior to the actual date of return.

E. Working While on Leave

A leave of absence shall not be granted any employee who leaves their job for the sole purpose of obtaining or engaging in other full time employment.

Section 2. A leave of absence may be granted to an Administrator called for jury service. The Board shall pay an amount equal to the difference between the daily salary and the daily jury duty fee paid by the court (not including travel allowances or reimbursement of expenses) for each day on which the Administrator reports for or performs jury duty and on which they otherwise would have been scheduled to work. The Administrator should request to be relieved of any jury duty or to serve the jury duty at a time other than during the school year.

Section 3. Administrators may be granted a leave of absence with pay for Administration-approved visitation of other schools or attending meetings or conferences of an educational nature. The number of Administrators allowed to leave at any one time will be within the discretion of the Superintendent.

Section 4. A leave of absence shall be granted to an Administrator who is inducted or enlists for a 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.

Section 5. Personal leave without pay may be granted at the discretion of the Board or its designee for matters of extreme importance to the individual according to the general conditions of leave.

Section 6. Sabbatical leave shall be interpreted as leave from active duty granted to any Administrator after seven (7) consecutive years of professional service in the Oak Park School District for the purpose of improving instruction in the school district. Sabbatical leave may be granted for one (1) year or for such portion of the year as may be recommended by the Superintendent and approved by the Board.

An application for Sabbatical Leave of Absence may be filed with the Office of Human Resources, provided the following conditions are fulfilled:

- A. The applicant possesses a Michigan Life or Permanent Certificate.
- B. The applicant has been employed by the Board for at least seven (7) consecutive years.
- 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 signs an agreement to return to service with the Board immediately upon termination of Sabbatical Leave of Absence and continue in such service for a period of one (1) year, 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 Office of Human Resources not later than March 1, preceding the school year, or October 1 for the second half of the school year, 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 and relationship to priority goals of Oak Park Schools.
- G. In determining his recommendations on requests for Sabbatical Leave, the Superintendent will consider the following items:
 - 1. The extent of the applicant's professional study, growth, contributions, and successful service during the preceding seven (7) years.
 - 2. The extent to which plans submitted for use of time on Sabbatical Leave are definite and educationally constructive for the benefit of the Oak Park School District.
 - 3. Length of period of uninterrupted service in the Oak Park School District.
 - 4. Order in which applications are received.
 - 5. Not more than two (2) members of the bargaining unit may be granted Sabbatical Leave in any one year.
 - 6. Availability of qualified replacement
 - 7. Financial implications with regard to the total school budget.
- H. Sabbatical Leave may be granted but not limited to professional study, research, instructional publications, or for any other reasons which in the opinion of the Superintendent are consistent with the priority goals of Oak Park Schools.
- I. The Administrator on Sabbatical Leave shall receive as compensation during the period of absence from regular duties, one-half of his regularly scheduled salary that they would have received during the Sabbatical Leave period.
- J. The following conditions shall apply to all Administrators on Sabbatical Leave:

1. An Administrator 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 Administrator while on Sabbatical Leave.
 2. They shall be entitled to participate in any benefits that may be provided in this Agreement.
 3. The Administrator granted Sabbatical Leave shall not engage in remunerative work that interferes with the purpose of the Sabbatical Leave, while on that leave. Scholarships or fellowships in approved colleges and universities which do not interfere with the program of professional improvement are accepted. If other remunerative work is desired by the Administrator on Sabbatical Leave, arrangements satisfactory to the Superintendent shall be made.
- K. An Administrator, upon return from Sabbatical Leave, shall have the following privileges and benefits:
1. Be restored to their former position, or to a position of like nature.
 2. Be allowed increment credit on the salary schedule when the Sabbatical Leave granted is completed.
 3. 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.
- L. An interim report shall be filed in the office of Office of Human Resources at the midpoint of the period for which the Sabbatical Leave is taken. Upon return from Sabbatical Leave, a report must be submitted for the Superintendent, to the Office of Human Resources, containing transcripts of all college or university work completed while on Sabbatical Leave and all other items of information pertinent to the evaluation of the program. The final report shall be due the first day of the month following the applicant's return to service with the Board.

Section 7. Sick Leave All employees who are absent from duty due to personal illness shall be allowed sick leave in accordance with the provisions of this contract.

Section 8. Health Leaves Health leaves, when recommended by a physician, psychologist, or psychiatrist shall be granted according to the general conditions of leave. At the end of such leave, the employee must either return to work or resign.

ARTICLE 14

LEAVE DAYS

Section 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 pro- rated as follows:

- | | | |
|----|--|---|
| A. | <u>Administrative Work Year</u> | <u>Annual Credit</u> |
| | 218.0 days* | 20.0 days All AOPSA Membership (which includes 5 business days) |
| | <u><i>*(Actual workdays are to be verified by the calendar schedule for the particular year in question)</i></u> | |
- B. The maximum accumulation shall be 300 days.
- C. Sick leave days may be used in the event of sickness, illness or death in the family of an Administrator.
- D. The right is reserved to the Superintendent or his designee to require proof of illness for any days taken as sick leave.
- E. Leave may be used as either personal business leave, to a maximum of five (5) days per year, or as sick leave at the discretion of the employee.

Section 2. Except for emergencies, two of the five personal business days must be applied for in writing, with specific reasons, a week in advance, for the Superintendent's approval or that of the delegated representative. Personal Business shall cover the following areas:

- A. Court cases, or other legal business that must be transacted during school hours.
- B. Administrator moving (limited to two (2) days entitlement).
- C. Religious observance.
- D. Death in the immediate family. (Immediate family is limited to husband, wife, parents, children, brothers, sisters, grandchildren, grandparents, in-laws, or a relative living in the same house as the Administrator.)
- E. Appointments pertaining to university matters which must be made during school hours.
- F. Graduation from high school or college of members of the immediate family.
- G. Matters of an emergency or critically important nature.
- H. 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 processed as (7) above.

Section 3. Requests for marriage in the immediate family leave will be approved for three (3) days of entitlement with full pay. The total time which may be granted for such a leave shall not exceed five (5) school days.

Section 4. Central Sick Bank:

Each administrator with this contract and beyond shall deposit two (2) days of sick leave from his/her sick leave bank into an Administrative Central Sick Bank. Additional day may be added voluntarily by individual administrators from their own sick days.

Withdrawal may be made from the Administrative Central Sick Bank for personal illness and for:

1. Illness of the following members of an administrator's immediate family (child, spouse, parent/parent-in-law, sibling – for whom the administrator must provide primary care and no other arrangement for said care is possible).
2. Illness shall be defined as: personal illness due to an infectious disease, contagious disease, environmental disease, organism defect, mental disorders, physical disability cause as a result of an accident or injury and quarantine. Sick leave days shall only be granted for the above reasons.
3. Any administrator who, having exhausted his/her accumulated sick days and has a critical illness in the immediate family may be granted days from the Administrative Central Sick Bank.

Written application to the Administrative Central Sick Bank Committee by an administrator 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 administrator for at least 30 consecutive school days.

The Administrative Central Sick Bank Committee shall be composed of two (2) members of AOPSA and two (2) members of Central Office 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 Administrative Central Sick Bank Committee are final.

Conditions and Procedures

A member of AOPSA must be out of work during the school year due to sickness or injury for at least thirty (30) consecutive school days and he/she must have exhausted his/her own sick bank before he/she is eligible to receive any days from the Administrative Central Sick Bank. It is understood that this Committee may waive part of all of the waiting period if it is in its judgment, circumstances warrant such a decision.

Written application shall be made to the chairperson of the Administrative Central Sick Bank Committee when requesting days from the Central Sick 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 AOPSA must refrain from working.

A member of AOPSA 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 Administrative Central Sick 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 Sick Bank Committee. This procedure may be repeated if necessary for a final thirty (30) school days.

It is understood that while a member is drawing from the Central Sick Bank, he/she is entitled to all fringe benefits as described in the AOPSA Contract. It is further understood that when such member

returns to work he/she shall be entitled to the same position he/she occupied prior to the illness or disability, provided he/she has furnished the Central Sick Bank Committee with medical evidence of his/her fitness to assume his/her former duties.

A member who has drawn from the Administrative Sick Bank and has returned to work shall not be eligible for further benefits from the Bank until thirty (30) days have elapsed from the date of his/her return to work. Administrators 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.

Any administrator granted days from the Administrative 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 administrator is no longer in the bargaining unit. 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.

AOPSA MEMBER TRANSFER REQUEST OF THEIR SICK DAYS TO CENTRAL SICK BANK

This memorandum will serve as an agreement the AOPSA member, _____, wishes to donate _____ sick days from her/his accumulated sick bank, effective immediately into the Administrative Central Sick Bank.

She/he is willing to do so, on her own accord.

Signature

Date

Central Office Administrator

Date

ARTICLE 15

PAYROLL DEDUCTIONS

Section 1. The Board shall provide that, whenever duly authorized by Administrators on a form or forms approved by the Board, payroll deductions on behalf of such Administrators shall be made according to normal payroll procedures and paid over in accordance with such form or forms, for any of the following purposes:

- A. Premiums under contributory hospitalization and accident insurance programs.
- B. Premiums under income protection programs.
- C. Premiums under a contributory life insurance program.
- D. Payments to the SOC School Employees Credit Union.
- E. Purchase of United States Savings Bonds.
- F. Premiums under any annuity contract purchased by the Administrator.
- G. Donations to the United Way Foundation.
- H. AOPSA dues.
- I. Premiums under a contributory health insurance program.

INSURANCE PROTECTION

Section 1.

- A) The Board shall provide coverage for Hospital-Surgical-Medical, Long Term Disability, Dental, Term Life and Vision insurance benefits for those electing health insurance (Option A) and Option B for those not electing health insurance.

Option A

- 1. LTD - 66 2/3%, 120 calendar day modified fill waiting period, \$4000 maximum monthly benefit. Alcohol/Drug and Mental/Nervous same as any other illness, freeze on offsets and costs of living allowance.
- 2. Dental Coverage
- 3. Negotiated Life: Total of 2 times annual salary to nearest \$1,000, AD&D.
- 4. Vision Coverage

Option B

1. LTD - 66 2/3%, 120 calendar day modified full waiting period, \$4000 maximum monthly benefit. Alcohol/Drug and Mental/Nervous same as any other illness, freeze on offsets and costs of living allowance.
2. Dental Coverage-
3. Negotiated Life - Same as Option A.
4. Vision - Same as Option A.

Administrators Electing Option B will receive a \$400 per month Board-paid tax deferred annuity

- B) The Board will pay the total cost of the Insurance premium. The following formula will be in place:

0 - 15 % Premium increase over previous year, the Board will pay total increase.
 15.1 - 20% Premium increase over previous year, the salary schedule will be reduced by 1/4%

20.1 - 25 % Premium increase over previous year, the Board will pay total increase

25.1 - 30 % Premium increase over previous year, the salary schedule will be reduced by 1/4%

This procedure would continue on a 5% incremental step to the level of the premium increase.

- C. The Board will make monthly contributions for the following month's coverage on behalf of each subscribing Administrator not already insured as a dependent under a health insurance plan of his or her spouse while he or she is receiving remuneration from Oak Park School District (July and August included) and for a maximum of three (3) months thereafter unless the Administrator is on a leave of absence, without pay, or there is a termination of employment.
- D. In the event an Administrator is granted a health or sickness leave, hospital-surgical-medical benefits may be continued for nine (9) consecutive months, subsequent to the expiration of the three-month period in #3 above, on an employee cash pay basis. (Employee to provide the payroll office with monthly premiums at least ten (10) days prior to the month being covered.)
- E. Coverage for which the Board will contribute under the foregoing may be, at the Administrator's option, protection for (1) self only, or (2) self and family.
- F. Administrators may enroll under the "new hire" clause, within thirty (30) days of date of original employment. Subsequent opportunities to enroll in the above plan shall be provided during enrollment period specified by the carrier.

Section 2. Worker's Compensation Insurance Any Administrator 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 regular salary and compensation benefits. There shall be no loss of accumulated sick days

for a period of seven (7) calendar days, sick days may be deducted upon written request of Administrator 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 Administrator's regular daily pay. The Board shall be under no obligation to continue supplementation of Worker's Compensation benefits upon exhaustion of the Administrator's individual sick leave accumulation. (Deduction begins after seven (7) calendar days.)

Section 3. Insurance Protection

- 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. Failure 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.

Section 4 The Board and the Union agree to explore other insurance options that will provide the same or improved benefits at reduced cost. Any change in health insurance coverage shall be subject to ratification.

ARTICLE 16

**Administrative Salary Schedule
2010-11 and 2011-12**

STEP	A	B	C	D	E	F	G	H	I
	Middle School Asst. Principals	Early High School Asst. Principal	High School Asst. Principals	LECCPA	Elementary School Principals	Middle School Principal	Early High School Principal	High School Principals	Dean of Students/Athletic Director
1	88,932	89,766	90,601	88,932	90,746	95,825	98,980	102,135	73,504
2	90,723	91,558	92,392	90,723	92,540	97,651	100,838	104,023	77,123
3	91,629	92,473	93,317	91,629	93,462	98,626	101,845	105,063	80,744

Salary Category

- A – MSAP = Middle School Assistant Principal
- B – EHSAP= Early High School Assistant Principal
- C - HSAP = High School Assistant Principal

- D – LECCPA = Lessenger Early Childhood Center Program Administrator
- E – ESP = Elementary School Principal
- F – MSP = Middle School Principal
- G – EHSP = Early High School Principal
- H - HSP = High School Principal
- I – DOS = Dean of Students

Section 2. Mileage Allowance

- A. The mileage allowance shall be no less than \$1000 per year, to be paid and adjusted by the Executive Director of Human Resources.
- B. In the event that an Administrator does not report to work on his/her first scheduled work day, the mileage allowance shall be pro-rated from the first working day of the Administrator unless the Administrator is on paid sick leave or paid personal leave.

Section 4. Contract Year The contract year for Administrators shall begin July 1st and end on June 30th of the following calendar year.

Section 5. Advance Training Allowance

MA + 30 or Ed. Spec	\$2,000
Doctorate	2,750

*Advanced Training Allowances are paid over 26 pay periods.

Section 6. Professional Growth. The parties agree that programs of professional growth are essential to the well-being of the district. An allowance of \$500 per year shall be paid to each administrator for membership in professional organization (excluding AOPSA) or for subscriptions to professional periodical.

Section 7. Conferences. Each Administrator shall be granted an equal opportunity to attend Educational conferences as approved by the Superintendent during the life of this agreement.

Section 8. Severance Pay. Employees issued contracts as administrators, within AOPSA, agree to notify the Oak Park School District in writing by February 1 of each year if she/he plans to terminate the contract with effective contract termination dates between June 15 and October 31. If the employee plans to terminate the contract at any other time of the year, she/he agrees to provide a minimum of 30 days written notice prior to terminating the contract.

For administrators retiring through MSPERS, \$50.00 (\$55.00 for those who provide written notification of retirement by February 1) multiplied by the difference between the annual credited sick leave and the number of sick days used during the administrators last full year of employment.

If the appropriate notice as defined above is provided and employee is terminating employment, employee will be entitled to receive payout of all accrued, unused vacation days, and payout of all accrued, unused sick days up to maximum of 15 days. If required notice is not provided, employee forfeits any payouts of vacation and sick time.

Severance pay shall be based on the contracted annual salary earned during the last year of service and shall be computed as follows:

1. One day's pay for each full year of accumulated service in the district, plus
2. Twenty dollars per day for each day of unused accumulated sick days beyond 15 days up to 75 days, plus
3. Twenty five dollars per day for each day of unused accumulated sick days beyond 75 days.

After the Human Resource Department is in receipt of all required forms and information, severance pay shall be paid in a lump sum or within one (1) year, if such arrangements are made with the Business Office and the individual.

ARTICLE 17

FORMULA FOR COMPUTING SALARY FOR A PART-TIME ADMINISTRATOR

Section 1. In the event that an Administrator's time is necessarily pro-rated to a less than full-time Administrative basis, such pro-rating shall be as follows:

Full-Time Administrator	8 hours per day
9/10 Time Administrator	7 hours + 24 minutes per day
8/10 Time Administrator	6 hours + 24 minutes per day
7/10 Time Administrator	5 hours + 36 minutes per day
6/10 Time Administrator	4 hours + 48 minutes per day
5/10 Time Administrator	4 hours per day
4/10 Time Administrator	3 hours + 12 minutes per day
3/10 Time Administrator	2 hours + 24 minutes per day
2/10 Time Administrator	1 hour + 36 minutes per day

Section 2. Salary for assignments to an Administrative position shall be pro - rated from the Administrative schedule based upon the above schedule.

Section 3. Salary for a position other than an Administrative position shall be pro-rated according to that portion of time assigned to the appropriate bargaining unit and based upon that bargaining unit's salary schedule.

Section 4. Fringe benefits for part-time Administrators shall remain as those of a full-time Administrator.

Section 5. Administrators who work less than as a full-time Administrator (as defined in Section A) shall work and be compensated as full-time Administrators for regularly scheduled work weeks beyond the teacher's work year.

ARTICLE 18

ADMINISTRATOR'S WORK YEAR

Section 1. The number of work days for All AOPSA Membership shall be as follows:

<u>AOPSA</u>	<u>Number of Work Days</u>
ALL	218

218 work days* + 43 Vacation /Holiday Days*

****(Actual workdays are to be verified by the calendar schedule for the particular year in question)***

AOPSA members will receive 10 vacation days, and 20 sick days
(which includes 5 business days)

Changes in the above schedule for individual association members may be made by mutual agreement by the Administrator and the Superintendent.

Section 2. In the event that it is necessary to reduce the number of workdays of some Administrators because of reduction and/or elimination of a program by loss of funding or Board action, the above schedule of work days may be altered as necessary for those Administrators involved. Such Administrators shall be advised of said action and shall have an opportunity to discuss the reduction with the Superintendent, where possible, prior to such action being taken.

Section 3. The number of work days of an Administrator may be increased from the above schedule, in the event new programs make such extensions necessary or desirable. It is understood that an Administrator may request the Superintendent to grant compensatory time off during the school year in lieu of payment for such additional work days.

Section 4. School Closing Procedures

- A. If the number of days or hours fall below minimums as required by law (230 days for SMI/SXI), sufficient days of pupil instruction will be rescheduled by the Board of Education. Dates of make-up days shall not be grievable.
- B. Administrators will receive their regular pay for student instruction days which are canceled, but shall work on any rescheduled student instruction days with no additional compensation or fringe benefits under the contract.
- C. In the event that a non-instruction day is lost, the Administrator will be paid, but that day shall be made up without additional compensation.

ARTICLE 19

SEPARABILITY AND SAVINGS CLAUSE

This Agreement is subject in all respects 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 Association 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.

ARTICLE 20

WAIVER CLAUSE

The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement and, therefore, agree that negotiations will not be reopened on any item whether contained herein or not, during the life of this Agreement.

ARTICLE 21

STRIKE PROHIBITION

The Association shall not cause, engage in, sanction or support any strike. No member shall cause or participate in any strike or work stoppage or refuse to perform the full duties of his employment.

ARTICLE 22

MISCELLANEOUS

Section 1. It is recognized the Board may wish to change the duties or positions in the bargaining unit or create new positions during the life of this Agreement. When either occurs, the Board and the Association shall bargain on wages, hours and working conditions of the positions affected. Where possible, the Board shall give the Association notice of such changes prior to implementation. Such notification is intended to provide the Association the opportunity to consult with the Board as to the changes before their effective date.

Section 2. The President of the Association, or his designee, upon request, shall meet with the Superintendent on matters relating to the implementation of this Agreement.

Section 3. Copies of the contract shall be made available to the President of the Association in sufficient quantities for distribution of a copy for each member plus an additional 50 copies as requested.

Section 4. The Association President, or his designee or participants required in an arbitration hearing, may, upon his request, be granted reasonable released time during the school day for matters relating to the implementation of this Agreement, providing such released time does not interfere with any professional responsibilities.

Section 5. Members of the bargaining unit shall not be held responsible for loss within the school or on official business of school property or children's property unless proof of negligence is established.

Section 6. Central and Building Administrators need to work on staff assignment in a collaborative manner.

Section 7. The waiver of any term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

ARTICLE 23

DURATION (1 - Year Contract)

Section 1.

- A. This Agreement represents the entire Agreement between the Board and the Association and supersedes all prior Agreements between them and shall become of full force and effect with the beginning of the 2010-11 school year, and shall continue in full force and effect until midnight June 30, 2012, and shall continue in effect from year to year thereafter, unless either party hereto shall give the other party at least sixty (60) days written notice before the end of the term of this Agreement or before the end of any annual period thereafter of its desire to terminate the same or to change or amend its provisions.
- B. In the event that either party notifies the other of its desire to terminate or change any provisions of the contract and agreement is not reached on a new contract prior to the expiration date of the old contract, that contract is extended for a period of ninety (90) days.

ADMINISTRATIVE CALENDAR 2011-2012

<u>ADMINISTRATOR</u>	<u>WORK DAYS</u>	<u>START DATE</u>	<u>END DATE</u>
All Administrators	218	July 1, 2011	June 30, 2012
4 th of July	1 Day	July 4 th	
Labor Day Holiday	1 Day	September 5 th	
Thanksgiving	3 Days	November 23 rd - 25 th	
Holiday Recess	10 Days	December 19 th - 30 th	
MLK	1 Day	January 16 th	
Mid-Winter Recess	5 Days	February 20 th - 24 th	
Spring Break	6 Days	April 2 nd - 9 th	
Memorial Day	1 Day	May 28 th	
Vacation Days	10 Days		
<u>Total Days</u>	<u>38 Days</u>		

Total Days in School Year 261

Required Professional Development Week for AOSPA Aug. 15th -19th (2 days)

First day for teachers: Wednesday, August 31, 2011
Last day for teachers: Friday, June 15, 2012

IN WITNESS WHEREOF, the parties have caused this contract to be executed on the date and year indicated.

OAK PARK BOARD OF EDUCATION

ASSOCIATION OF OAK PARK
SCHOOL ADMINISTRATORS

BY: J. Marie Reynolds
President

BY: Don J. Jant

Wesley Stapreund
Vice President

Gregory L. Church

DATE: 4-25-11

DATE: 4-25-11