

**AGREEMENT BETWEEN**

**THE**

**OAK PARK BOARD OF EDUCATION**

**AND THE**

**OAK PARK EDUCATIONAL SUPPORT**

**PERSONNEL ASSOCIATION**

**2012-2014**



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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

## **ARTICLE 1**

### **RECOGNITION**

Section 1. The Board recognizes the Association as the exclusive bargaining representative as defined in Section 11 of Act 379, PA of 1965, as amended, with respect to wages, hours, benefits and other terms and conditions of employment for all Instructional and Non-Instructional support personnel which include the following classifications:

Group I Current: Media Technician, Bilingual Technician, Chapter I Technician, Alternative Education Program Technician, Early Childhood Technician (including Star, Even Start and Head start), Pre-Primary Impaired Aide, Instructional Aide of Adaptation of Instruction, Special Education Instructional Aide, and Health Care Aide.

Dormant: Health Technician, Vocational Education Technician, Early Childhood Education Technician, LRC Assistant, Special Education Assistant, Non-Mandatory Aide, Early Childhood Aide, and SMI/SXI Program Assistant, Media Aide, Math Management Technician, Certified Occupational Therapist Assistant, Reading Management Technician, Conflict Resolution Technician, SMI/SXI Job Coach, Reading Management Assistant, Technology Technician, SMI/SXI Technician, SEI Technician, Bus Attendant, School Security Officers, Lead School Security Officer. All cafeteria workers, full or part time, and who work more than (10) hours per week, excluding supervisors, the Assistant to the Food Services Manager, Lunchroom Servers and all other employees.

It is expressly understood and agreed by the parties that excluded from the bargaining unit are all supervisors, administrators, certificated personnel, custodial and maintenance personnel, transportation personnel, lunchroom monitors and servers, parent coordinators and latch key assistants. Any dispute as to the inclusion of any position in the bargaining unit shall be subject to resolution through the mechanisms set forth in P.E.R.A.

Section 2. The Board agrees not to negotiate with any organization other than that designated as the representative pursuant to Act 379, Public Acts of 1965, as amended, for the duration of this Agreement.

Section 3. The term employees as used in this Agreement shall refer to all employees covered by the bargaining unit.

## **ARTICLE 2**

## **BOARD RIGHTS AND RESPONSIBILITIES**

Section 1. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:

- a. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees; and
- b. To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment or their dismissal or demotion, and to promote, and transfer all such employees.

Section 2. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the United States.

## **ARTICLE 3**

### **EMPLOYEE RIGHTS AND PROTECTIONS**

Section 1. Pursuant to the Michigan Employment Relations Act, the Employer hereby agrees that every employee shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations. As a duly-elected body, exercising governmental power under color of law of the State of Michigan, the Employer undertakes and agrees that it will not directly, or indirectly, discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Michigan, or the Constitutions of Michigan and the United States of America; that it will not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association; his/her participation in any activities of the Association or collective negotiations with the Employer; his/her institution of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

Section 2. Nothing contained within this Agreement shall be construed to deny or restrict to any employee rights he/she may have under the Michigan General School Laws or the applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

Section 3. The employee shall be entitled to full rights of citizenship and no religious or political activities of any employee or lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee. The private and personal life of any employee is not within the appropriate concern or attention of the Employer, unless it interferes with their ability to

perform their job.

Section 4. The Employer agrees that it will in no way discriminate against or between employees covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, married or single, handicapped, or place of residence.

Section 5. An employee shall be entitled to have present a representative of the Association during any meeting which leads or may lead to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present, however, the representative must appear within 48 hours. Should disciplinary action likely occur at a given meeting, the employee shall be advised immediately of said possibility and be advised by the Employer of the right to representation under this provision of the agreement.

Section 6. An employee will have the right to review the contents of all records excluding initial references, of the district pertaining to said employee originating after initial employment and to have representative of the Association accompany him/her in such review. Other examination of an employee's files shall be limited to qualified supervisory personnel.

Section 7. No material including but not limited to evaluations, student, parental, or school personnel complaints originating after initial employment will be placed in an employee's personnel file unless the employee has had an opportunity to review the material. Complaints against the employee shall be put into writing with names of the complainants, administrative action taken, and remedy clearly stated. The employee may submit a written statement (rebuttal) regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When material is to be placed in an employee's file, the affected employee shall review and sign said material, such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. All adverse written recommendations or comments by the central office administration shall be based solely on the contents of the employee's personnel file. After three (3) calendar years of satisfactory service, an employee may make a written request that discipline no longer be used in conjunction with additional discipline by the Board of Education.

Section 8. Any case of assault upon an employee during their working hours shall be promptly reported to the employer. The employer will provide an opportunity for consultation with the board attorney to advise the employee of his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities.

#### **ARTICLE 4**

#### **ASSOCIATION SECURITY**

Section 1. At the end of the probationary period each member of the bargaining unit shall have the opportunity to join the Association and execute an authorization permitting the deduction of Association dues and assessments.

Section 2. Any member of the bargaining unit who has not joined the Association within 10 days after the probationary 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.

Section 3. In the event that a member of the bargaining unit does not join the Association or pay the required service fee by the tenth (10th) day as required, the employee shall be terminated immediately after notice from the Association; in no case will the termination be effective later than the next regularly scheduled business meeting of the Board. The Division of Human Resources shall institute the necessary procedures for termination provided the Association has complied with the following:

- a. The Association will give written notice to the employer stating that the employee has not fulfilled the obligation by the required date and that a request for termination is being made to the Division of Human Resources.
- b. The request shall state that such request is in conformance with the provisions of this article; that the employee has not complied with his/her obligation; and that it is an official request of the Association.

Section 4. 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, suit or other forms of liability and all court or administrative agency costs that may arise out of, or by reason of, action taken or omitted by the Board for the purpose of complying with this article.

Section 5. The Board will deduct from the pay of each employee covered by this agreement all current Association membership dues, representation fees and assessments, provided that at the time of such deduction there is in the possession of the Board a current written assignment, executed by the employee in the form and according to the terms of the authorization form.

Section 6. The Association shall notify the Board in writing of any membership dues, assessments or representation fees certified by the Association as the uniform dues, assessments or representation fees required of the bargaining unit members and the Board will act in accordance with the written certification.

Section 7. The Board will deduct current membership dues, assessments or representation fees from the pay of employees for the last pay period in the calendar months September through June. If the employee has insufficient pay coming for the last pay period of the month, such dues, assessments or representation fees shall be deducted from the last pay of the next month. The initial deduction from the pay of an employee signing a new written authorization shall be from the last pay day of the month following the date of the employee's authorization.

Section 8. All sums deducted by the Board shall be remitted to the Treasurer of the Association not later than the last day of each calendar month. The Board shall not be liable for the remittance or payments of any sums other than those constituting actual deductions made, and if for any reason it fails to make a deduction from any employee as above provided, it shall make that deduction from the employee's next pay in which membership dues, assessments or representation fees are normally deducted after the error has been called to its attention by the Association. If the Board in error makes an overpayment to the Association the Board will deduct that amount from its next check.

## **ARTICLE 5**

### **ASSOCIATION RIGHTS**

The Association shall have, in addition to other rights expressly set forth or provided by statute, the following rights:

1. Special conferences for important matters may be arranged between the Association president and the designated representative of the Employer upon the request of either party.
2. The Association shall be provided with bulletin boards, or sections thereof, for the purpose of posting Association materials. The Association shall also have the right to use the school mails to distribute Association material.
3. School equipment shall be made available to the Association 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 Association at cost price.
4. The 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).
5. The administration shall furnish, upon request from the Association, all available information and documents necessary for negotiation and/or the maintenance of this agreement and to otherwise represent an employee, provided that this provision shall not require the Board to compile information or statistics not already compiled.
6. When requested, minutes, agendas, and reports of all School Board meetings will be sent to the Association office, Association officers, and Association representatives as they appear in the files of the board.
7. When facilities are desired for Association meetings, requests for such meetings shall be in accordance with established Board policy.



8. If the Board or its representative agrees to allow any of the following during working hours, on School District premises, it shall be without loss of pay:
  - a. Post Association notices.
  - b. Distribute Association literature.
  - c. Transmit communications, authorized by the local Association or its officers, to the Board or its representatives.
  - d. Consult with the Board or its representatives, local Association Officers, or other Association representatives concerning the enforcement of any provisions of this Agreement.

## **ARTICLE 6**

### **GRIEVANCE PROCEDURE**

Section 1. Grievance Definition. A grievance is a complaint by a member of the bargaining unit or the Association alleging the violation of a specific article or section of this Agreement. Such grievances shall be submitted to the following grievance and arbitration procedures.

Section 2. Conditions. 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 considered withdrawn, provided, however, that the time limits set forth herein may be extended by mutual agreement between the Board, or its representatives, and the employee or the Association.

Section 3.

- a. Grievances filed as class action or Association grievances shall be initiated at Step 2 of the grievance procedure.
- b. Appropriate supervisor shall be defined as the administrator causing the grievance. If the alleged violation is caused by the Board of Education, then Step 1 for the filing of a grievance shall be a meeting and formal hearing at Step 2 with the Superintendent or designee.

Section 4. All grievances shall be presented in accordance with the following procedure:

Informal Step: An employee having a complaint may verbally discuss the matter with the appropriate Supervisor.

Step One: If an informal resolution of the complaint is neither obtained nor sought, but

in no event later than ten (10) working days after the occurrence of the event upon which the complaint is based, or ten (10) working days from when the employee knew or should have known of the event, a written grievance may be submitted to the appropriate supervisor. A copy of the written grievance shall be filed with the Association.

The Statement of Grievance shall name the employee(s) involved; state the facts giving rise to the grievance; identify all the provisions of this Agreement alleged to be violated by appropriate reference; state the contention of the employee with respect to these provisions; and indicate the relief requested.

Within five (5) working days after receipt of grievance at Step One, the appropriate Supervisor shall meet, if necessary, with the grievant and/or the Association and render a written decision with copies to the Association and the grievant.

Step Two: If the grievance is not resolved at Step One, the decision may be appealed, in writing, to the appropriate Central Office Administrator, or designee, within five (5) working days after the date such decision was rendered.

The appropriate Central Office Administrator or designee shall meet with the Association's representative and the grievant and render a decision, in writing, within ten (10) working days after the receipt of the appeal. A copy of the decision shall be furnished to the grievant and the Association.

If a grievance began at Step One it should proceed to Step Four if not resolved in Step Two. If a grievance began at Step Two, it should proceed to Step Three if not resolved at Step Two.

Step Three: If the grievance is not resolved at Step Two, the decision may be appealed, in writing, to the Superintendent or his designee, within five (5) working days after the date such decision was rendered.

The Superintendent or his designee shall meet with the Association's representative and the grievant and render a decision, in writing, within ten (10) working days after the receipt of the appeal. A copy of the decision shall be furnished to the grievant and the Association.

Step Four: If a grievance has not been resolved at the appropriate step, or if no disposition has been made within the appropriate time limits, the Association only may submit the grievant to binding arbitration within ten (10) days of receiving the administration's response at the appropriate step. The Arbitrator shall be selected by the rules and procedures of the American Arbitration Association.

Section 5. It shall be the function of the arbitrator, who shall be empowered, except as the 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. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

- b. The arbitrator shall have no power to establish salary schedules.
- c. The arbitrator shall have no power to change any practice, policy, or rule of the Board. The arbitrator's powers shall be limited to deciding whether the Board or its representatives have violated the express articles or sections of this Agreement.
- d. There shall be no appeal from an arbitrator's decision. It shall be final and binding upon the Association, the employee or employees involved, and the Board.
- e. The fees and expenses of the arbitrator shall be shared equally. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other.
- f. Neither party shall be permitted to assert in such arbitration any new issues not previously raised or disclosed during the previous grievance steps.

Section 6. Miscellaneous Conditions

- a. It shall be the firm policy of the Association and the Board to assure to every employee an opportunity to have the unobstructed use of this grievance procedure without fear of reprisal or without prejudice in any manner to his employment status.
- b. Any aggrieved person may be represented at all meetings and all hearings at all levels, except binding arbitration, of the grievance procedure by another employee or by another person provided, however, that the aggrieved person may in no event be represented by other than OPESPA/MEA/NEA/ and that the Association shall have the right to be present and to state its view at all levels of the grievance procedure.
- c. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with terms of this Agreement, provide that the Association has been given an opportunity to be present at such adjustment.
- d. If any employee for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all compensation lost.
- e. It is expressly understood and agreed that the following will not be grievable:

1. Any matter for which there is an administrative remedy

available pursuant to state or federal law;

2. The termination of probationary employees; whose employment may be terminated with or without just cause.

## **ARTICLE 7**

### **SENIORITY**

Section 1. Seniority shall be defined as the length of service within the district as a member of the bargaining unit. Accumulation of seniority shall begin on the employee's first working day. In the event that more than one individual employee has the same starting date of work, after 9-1-90, position on the seniority list shall be determined by date of application (In the event of a tied date by casting lots for that date).

#### Section 2.

- a. The first sixty (60) full work days of employment shall be probationary (new hires) with no seniority, temporary leave (except sick leave days) or other benefits, except holiday pay, per Article 13. If the employee is absent, the probationary (new hire) period is extended by the number of days absent.
- b. If the employee is continued in employment beyond the sixty (60) day probationary period, the employee shall acquire the status of a seniority employee and seniority shall be established from the first day worked as a probationary employee. Fringe benefits will commence on the first day of the month following completion of the probationary period.
- c. The Association shall represent probationary employees for purposes of collective bargaining in respect to wages, hours, terms and conditions of employment. Probationary employees may be summarily discharged.

Section 3. Upon request from the Association, the Employer shall prepare, maintain, and post the seniority list. Copies of the seniority list and subsequent revisions shall be furnished to the Association upon request. An updated seniority list shall be provided to the Association President as needed, but not less than 2 times per year as requested by the Association President.

#### Section 4. Seniority shall be lost and employees may be removed from the payroll:

- a. If an employee voluntarily quits or retires; or
- b. An employee transfers to a non-bargaining unit position; or
- c. An employee is dismissed and the dismissal is upheld for just cause, such as:

1. reasons of moral turpitude;
2. falsifying employment application for the purpose of gaining an advantage or benefit that would not be otherwise merited; or
3. excessive absence from work without notice, except for circumstances beyond the employee's control

## **ARTICLE 8**

### **VACANCIES AND TRANSFERS**

#### **Section 1.**

- a. Job vacancies within the bargaining unit that occur within the school year will be posted for a period of five (5) working days, setting forth the minimum requirements for the position. Such postings shall be in a conspicuous place in each building where bargaining members work. Said postings shall contain the following information: type of work, starting date, rate of pay and classification, hours to be worked, and minimum requirements. Employees interested in such vacancy shall apply in writing to the Division of Human Resources within five (5) working days following the first day of posting. The most senior employee within the group applying for the position, and who meets the minimum qualifications, shall complete a trial period of twenty (20) days of work. Qualifications shall be those which are found in the written job descriptions, or as by practice within the District. Employees must provide the District with proof of additional qualifications prior to the date of the hiring hall or accompanying application for a posted opening. If the probationary (transfer/ vacancy) period is not successful, the employee shall be returned to his/her former position, and the position will be filled by the next qualified employee who had originally bid for the position, if applicable, and the position need not be re-posted. Generally job vacancies within the bargaining unit will be posted within 10 work days after they exist. If circumstances shall arise that may effect the timeliness of the posting, the district and the union shall meet to discuss.

In the event that there are no qualified applicants for the vacancy within the group, the most senior applicant from the other group who meets the minimum qualifications (as stated above) shall be granted a probationary (transfer/vacancy) period of twenty (20) days of work with the same protections as stated above. The Board reserves the right of placement on the appropriate salary schedule for a successful applicant who transfers from one group to another.

- b. Openings occurring during the summer months shall be subject to Section 1a. with the following exceptions:

1. The vacancy and minimum qualifications thereof shall be sent to the SODA office. Mailing will be by first class mail.
2. Length of response times for such opening shall be two weeks from the date of the posting
3. If the original vacancy is not filled through a voluntary transfer as prescribed above, then the Board of Education may involuntarily transfer any bargaining unit member, who is qualified, to the original opening except as provided for in Section 4. If the involuntary transfer creates a second opening to be filled, it, too, shall be offered as described above. If no qualified bargaining unit member applies, then the Board shall hire from the outside.
4. If the original vacancy is filled by a voluntary transfer resulting in a second vacancy, then that vacancy will be posted and filled pursuant to the above procedure. Any openings for which there are no qualified applicants (as defined above) or which are open as a result of filling the second or subsequent vacancy, and are to be filled, will be filled at the Board's discretion by a new hire, by a voluntary transfer, or by an involuntary transfer in accordance with Section 4 below.

Section 2. When an employee makes application for a vacancy, the employee shall be notified in writing regarding the disposition of the application.

Section 3. An employee may request a voluntary transfer for reasons other than to fill a vacancy by submitting a written request to the Administration at the beginning of a school year, but not later than October 1 of each school year. Such request is valid for openings that may occur during that school year only.

#### Section 4. Involuntary Transfers

The parties agree that involuntary transfers of employees are to be minimized and avoided whenever possible. In all cases except as noted in the paragraph below, involuntary transfers will be affected only when no other qualified employee has expressed a willingness to be transferred.

If an involuntary transfer is necessary for reasons other than personal conflict, the qualified employee with the lowest seniority shall be transferred. If it is necessary to hire a replacement for any vacancy, then no involuntary transfers shall take place.

When a person is involuntarily transferred to fill a job vacancy, their rate of pay will not be reduced. If an employee works in a classification with a higher rate of pay for five (5) consecutive work days; he/she will receive the higher rate retroactive to the first day.

Section 5. All job postings for the unit shall be sent to the President of the Association in a timely

manner. Copies of the standard letters created for members of the bargaining unit following Board approval of their appointments will be forwarded to the Association President in a timely manner.

Section 6. The employment status of temporary substitute employees assigned to the same specific assignment for 45 consecutive work days will be discussed with the union on a case-by-case basis.

## **ARTICLE 9**

### **LAYOFF AND RECALL**

Section 1. Layoff shall be defined as a reduction in the size of the work force beyond normal attrition.

Section 2. When the employer determines that layoffs are necessary, the following procedures will be followed:

- a. Within each classification being reduced, probationary employees will be laid-off, and then non-probationary employees will be released in the inverse order of seniority.
- b. Employees released pursuant to Paragraph A will, to the extent their seniority permits, bump the least senior employees within their respective groups for whose jobs they are qualified. Probationary employees who are bumped will be laid-off. Non-probationary employees who are bumped will, to the extent their seniority allows, bump the least senior employees within their groups for whose jobs they are qualified.
- c. Employees without a position after the above procedure has been exhausted will be laid-off. Laid-off employees may continue their medical benefits coverage at their own expense as required by and pursuant to law and/or the rules and regulations of the carriers.

Section 3. Employees to be laid-off pursuant to the above procedure will be given notice at least twenty (20) working days prior to the effective dates of their layoffs.

Section 4. Non-probationary laid-off employees shall, upon written application, be granted priority status on the substitute list according to their seniority.

Section 5.

- a. Non-probationary laid-off employees will be recalled in reverse order of their layoffs to any position for which they are qualified.

Employees will be recalled to any position for which they are qualified.

- b. In no case will a new employee be employed by the Employer while there are laid-off employees who are qualified for a vacant or newly created bargaining unit position and who are eligible for recall pursuant to this Agreement. Vacancies will be filled by the Article 8 procedures prior to the recall of employees.

Section 6. Notices of recall shall be sent by certified mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Employer notified as to his/her current mailing address. A recalled employee shall be given ten (10) working days from the date the notice is postmarked to notify the Employer in writing of his/her intent to return to work. An employee recalled to equivalent hours of work for which he/she is qualified is obliged to take such work. An employee who declines recall to perform equivalent hours of work for which he/she is qualified shall be deemed to have voluntarily quit. Equivalent hours of work is deemed to be within two and one-half (2 1/2) hours of the employee's former weekly hours of work.

Section 7. Employees on layoff shall retain their seniority for purposes of recall for a period of two (2) years. Any employee on layoff for more than two (2) years shall lose his/her seniority and any further rights under this Agreement.

Section 8. Employees whose positions are eliminated during the school year or whose hours are reduced to the extent that benefits will be lost may, to the extent of their seniority, bump the least senior employee with benefits within their group whose job they have the present qualifications to perform. The bumped employee may bump the least senior employee whose job they have the present qualifications to perform or may accept a voluntary layoff. When employees have been so reduced during the school year, those employees may bump to the extent of their seniority for the following semester.

Section 9. Employees whose hours are reduced or who will be placed on layoff will be given notice at least twenty (20) working days prior to the effective date. There will be a bumping hall for each semester (twice yearly), if necessary. Reductions which take place between the beginning of the school year until thirty (30) work days before the end of the first semester shall have a bumping hall take place in January. The bumping hall for the second semester shall take place in May.

Section 10. The terms "qualifications" and "qualified" as used in this Article are defined by the criteria found in written job descriptions for the bargaining unit's classifications, or as by practice within the District.

## **ARTICLE 10**

### **DISCIPLINE AND DISCHARGE**

Section 1. No employee shall be disciplined (including written warnings and reprimands, suspensions, reductions in rank or occupational advantage, discharges, or other actions of a disciplinary nature) without just cause. Any such discipline shall be subject to the grievance procedure hereinafter set forth including arbitration. The specific grounds forming the basis for



disciplinary action will be made available to the employee and the Association in writing.

Section 2. Disciplinary action or measures shall include the following:

- a. Oral reprimand
- b. Written reprimand
- c. Suspension (notice to be given in writing)
- d. Discharge

If it becomes necessary to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Depending upon the severity of the infraction, disciplinary action may begin at any steps defined in Section 1.

Section 3. If the Board feels that disciplinary measures may result in the discharge of an employee, the employee(s) involved will be suspended with pay for up to five (5) days. Extenuating circumstances may cause for an employee to be suspended with pay in excess of five (5) days. The Board will notify the employee and the Union when these circumstances present. The employee and the Association will be notified in writing that the employee has been suspended and is subject to discharge.

Section 4. Any employee found to be unjustly suspended or discharged shall be reinstated with back wages and with full restoration of all other rights and conditions of employment.

All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that may have been received from any source during the period of the back pay.

## **ARTICLE 11**

### **LEAVE DAYS**

Section 1.

- A. Leave shall be prorated on the basis of one day representing the number of hours in the employees normal work assignment. Leave will accrue at the following rate:
  - i. 1.0 day per working month for employees with less than two (2) years of service with the school district.
  - ii. 1.4 days per working month for employees who have completed two (2)

years of service with the school district.

- B. An employee who was not paid for sick leave days during the school year, and who has accrued sick leave days at the end of the school year, shall, upon his/her written request to the payroll office, be paid for the unpaid sick leave days up to the amount of year-end sick leave accumulation.
- C. The leave shall be accumulative to a maximum of ten (10) times the yearly rate. For Federally funded employees, accumulation of leave days shall begin effective July 1, 1984.
- D. Sick leave days may be used in the event of illness or death in the immediate family. Members of the immediate family are limited to husband, wife, mother, father, son, daughter, sisters, brothers, grandchildren, mother-in-law, father-in-law, grandparents, or a close relative who lives in the same house as the employee. The employer reserves the right to require proof of illness for any days taken as sick leave days.
- E. Leave may be used as either personal business leave, to a maximum of two (2) days yearly by employees with less than two (2) years service and three (3) days yearly by employees who have completed two (2) years of service, or sick leave at the discretion of the employee.
- F. An employee on leave without pay for non-service connected illness or disability shall continue to receive hospital, medical, surgical benefits for the first ninety (90) calendar days of such leave pursuant to Article 16, Section 1c.

Section 2. All personal business days must be applied for in writing, with specific reason, one week in advance. One of the personal business days allotted may be requested without stating any specific reason.

An exception may be granted in an emergency situation as determined by the Board or its designated representative. Personal business shall cover the following areas:

- a. Court cases, government or other legal business that must be transacted during working hours.
- b. Moving
- c. Religious observance
- d. Graduation from high school or college of members of the immediate family.
- e. Marriage of the employee or a member of the immediate family.
- f. Death of any person deemed especially close by the employee.
- g. A personal business day shall not be granted for the day preceding or the day following a holiday and the first and last day of the school year unless processed as

stated above.

## ARTICLE 12

### LEAVE OF ABSENCE

Section 1. General Conditions of Leave: An employee, after two years of continuous service, may be eligible for a leave of absence, subject to the approval of the Board or its designee and the conditions of this article.

- a. Length of Leave: Leaves of absence shall be for a period of no longer than one (1) year. An extension of a leave may be granted with the approval of the Superintendent for no longer than two (2) additional years.
- b. An employee returning from a leave of absence without pay shall notify the employer at least twenty (20) working days prior to the date the leave is scheduled to expire. An employee returning from leave of absence shall have bumping rights to any job for which he/she is qualified which is held by a less senior employee and which pays the same or a lower rate of pay.
- c. All sick leave accumulated and unused at the time of such leave of absence shall be restored to said employee upon return.
- d. Fitness to Return from Sick/Health Leave: Employees returning from leaves of absence shall present a doctor's certificate attesting to their fitness to return to full duties. Such certification shall be presented prior to the actual date of return.
- e. Working While on Leave: A leave of absence need not be granted any employee who leaves for the sole purpose of obtaining or engaging in other full time employment.
- f. Frequent absence by an employee for reasons of sickness or physical disability may be considered good and sufficient cause to place the employee on unpaid leave of absence, provided the employee has exhausted his/her accumulated sick leave.
- g. Recognizing that the purpose of a probationary period is to provide the Board an opportunity to observe the work performance of an employee, it is understood that time off due to any leave of absence for illness or disability shall not be counted as service nor shall it be counted toward completion of the employee's probationary period.

Section 2. Jury Service: A leave of absence shall be granted an employee called for jury service. The Board shall pay an amount equal to the difference between the employee's 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 employee reports for or performs jury duty and on which the employee otherwise would have been scheduled to work.

Section 3. Personal Leave: A leave of absence without pay may be granted according to the general conditions of leave.

Section 4. Pregnancy and Maternal Care: Any employee who becomes pregnant or requires time off for post-childbirth maternal or paternal care immediately following childbirth shall be eligible for a leave of absence subject to the following terms and conditions:

- a. An employee who becomes pregnant must notify the Superintendent in writing not later than 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.
- b. The Board encourages a pregnant employee to apply for and take a leave of absence for the welfare of the employee and her unborn child. A pregnant employee who determines to continue to work acknowledges the risk of accidental injury to herself and her unborn child.
- c. A pregnant employee who desires a leave of absence during her period of pregnancy shall make written request for such leave to the Superintendent at least thirty (30) days prior to the starting date of the leave of absence.
- d. The leave of absence for pregnancy shall extend through the postnatal examination. However, an employee may return to work sooner upon written notification with a physician's statement verifying that the employee is physically able to perform all the employee's normal duties.
- e. If an employee who has given birth to, or adopted, a child desires a leave of absence for maternal or paternal care purposes, the employee may make written application for such leave. A maternal or paternal care leave shall be granted subject to general conditions of leave.
- f. An employee given a leave of absence for the period of pregnancy shall receive credit toward the annual salary increment on the schedule appropriate to her rank, but such leave shall be without pay. A leave of absence granted for post-childbirth maternal or paternal care shall be without salary and without increment.

Section 5. Sickness/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, unless an extension of leave is granted under Section 1 above.

Section 6. Military Leave (without pay): A military leave of absence shall be granted in accordance with existing State and Federal laws governing leaves.

Section 7. Employees requesting leaves of absence, pursuant to the Family Medical Leave Act 1993 (FMLA), who are found eligible, will be required to exhaust certain paid leave entitlement for which they may otherwise be eligible under the terms and conditions of the collective bargaining

agreement during their FMLA leave time. The rights established by the FMLA will not diminish any employee benefit programs or plans or paid leave provisions dictated by the terms of the collective bargaining agreement. Further, any rights afforded by the FMLA will not be used to expand an employee's contractual rights and benefits, provided those rights and benefits meet or exceed the basic requirements of the FMLA.

## ARTICLE 13

### HOLIDAYS AND VACATION DAYS

Section 1. The following days shall be recognized and observed as paid holidays and/or holiday-related time off with pay:

- Friday before Labor Day
- Labor Day
- New Years Day
- Thanksgiving Day
- Martin Luther King, Jr. Day
- Day after Thanksgiving
- Good Friday
- Christmas Day
- Memorial Day

Section 2.

- a. The employee shall have been scheduled to work on such day if it had not been observed as a holiday, unless the employee is on vacation or paid sick leave.
- b. The employee shall have worked the full period of the last scheduled work day prior to and the next scheduled work day following the holiday unless the employee is on vacation or paid sick leave. In the event of sickness a doctor's certificate will be required. If a holiday is observed on an employee's scheduled vacation the vacation shall be extended one extra day.
- c. Eligible employees who do not work on a holiday shall be paid a sum computed by multiplying their current hourly rate of pay by the number of hours in their normal daily work assignment.
- d. There shall be no holiday pay for an employee on suspension.

Section 3. All covered employees shall receive an annual vacation based on the following schedules:

- A. For 230 day employees (and for those who work more then 10 months):  
Upon completion of each year for 2 years....2 days  
Upon completion of each subsequent year.....2 days per working month.

- B. For ten (10) month employees:  
Upon completion of each year for 2 years...2 days  
Upon completion of each subsequent year...5 days.
- C. The vacation allowance to which an employee is entitled shall be determined by the number of years of service the employee has completed by the last day of a given school year and shall be posted and scheduled.
- D. Vacation days will be prorated in the event an employee completes less than a full year.
- E. Vacation allowance may not be accumulated from one school year to the next except on the basis of written request which must have the approval of the Executive Director of Human Resources.
- F. Vacation shall be scheduled at a time which will not unduly interfere with or hamper normal operations of the school system. Insofar as it is possible within this limitation, vacations shall be scheduled at a time satisfactory to the employee.
- G. Vacation pay will be paid on the regular pay day for that period which the employee was on vacation.
- H. Vacation pay for unused vacation days will be paid on the last regularly scheduled pay day of the school year.
- I. All requests for vacations must be submitted to the building principal or program supervisor at least fifteen (15) days prior to the period which the vacation is scheduled.

## **ARTICLE 14**

### **WORK SCHEDULES AND CONDITIONS**

Section 1. Members of the bargaining unit on a five-day work week who are employees of the School District for a full school year, as set forth in the adopted school calendar for the 2011-2012 school year, shall have a work year of a minimum of one-hundred and seventy-five(175) days.

Section 2. Hours for which an employee is paid shall include a fifteen (15) minute rest period at a time compatible with assigned duties, for each four (4) hours worked.

Section 3. The normal work day shall be as follows:

Employees shall begin no earlier than 7:30 a.m. and end no later than 4:30 p.m.

Section 4. Overtime work shall be assigned equally whenever possible.

Section 5. In the event regularly employed personnel must be absent for any reason, every effort shall be made to employ substitute assistance. Every effort shall be made to maintain a list of substitutes large enough to fill all absences.

Section 6. Members of the bargaining unit 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.

Section 7. All employees shall be given the choice of having a skin test or chest X-ray to determine their freedom from tuberculosis once every three (3) years or as required by law. In the event a skin test is positive the Board shall require the employee to submit to an X-ray examination. An employee, who is required to submit to an X-ray examination will, if necessary, be granted a reasonable time off without loss of pay to obtain such examination.

Section 8.

- a. Employees not required to work on scheduled work days because of conditions not within the control of school authorities such as inclement weather, fire, epidemics, mechanical breakdowns or health conditions, shall receive their regular pay for days which are canceled up to a maximum of two (2) days per school year.
- b. Additional work days canceled beyond the first two described above may be rescheduled by the Board of Education. Dates of make-up days shall not be grievable.
- c. Employees will not be paid for days which are canceled beyond the two (2) days covered in Section 9(a) until such days have been rescheduled by the Board of Education and worked by the employee.

Section 19. Employees are to report absences by calling the Sub System no later than 6:30 a.m. on the day they are going to be absent from work. This will provide ample time in which to try and secure a substitute. This procedure must be followed even if no substitute is required. If an employee fails to notify the Sub System by the designated time, he/she will not be paid for the day(s) absent from work. It is understood that there may be some cases when extenuating circumstances would prevent proper notification.

Section 10. The employer will provide, at no expense to the Association, a copy of this Agreement to current and new employees. In addition, ten (10) copies will be provided to the Association.

## **ARTICLE 15**

### **COMPENSATION**

Section 1. Hourly Rates

a. Instructional Support

<b>Step</b>	<b><u>2012-13</u></b>	<b><u>2013-14</u></b>
<b>1</b>	\$9.82	
<b>2</b>	\$10.80	
<b>3</b>	\$11.72	
<b>4</b>	\$12.67	
<b>5</b>	\$12.99	
<b>6</b>	\$13.32	
<b>7</b>	\$13.65	
<b>8</b>	\$13.98	
<b>9</b>	\$14.34	
<b>10</b>	\$14.70	

2011-12 wages reflect a 5% reduction  
 Employees will remain at their 2010-11 step

b. All Special Education Instructional Aides will receive a stipend of \$200 per semester (\$400 per year total). The function performed by the Special Education Aides include but are not limited to: lifting, tube feeding maintenance, diapering, toileting, and physical management of special needs students. All reasonable request for providing access and direct service for students shall be given by the paraprofessional as long as training is provided. Appropriate gender to gender based on age shall be adhered to. For example, Female employee shall not be required to toilet a post pubescent student or male employee with female student.

c. Media Paraprofessionals shall receive premium pay of thirty cents (\$.30) per hour.

Section 2. 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 on the scheduled payroll date.

Furthermore, wages and holiday pay will be spread over the work year to equalize pay subject to adjustments for unpaid work days. The final pay of each work year will include all unused and unpaid earned vacation pay subject to adjustments to assure that the total pay for the year is that amount which was actually earned. The District is hereby authorized to make the adjustments allowed by this Section.

Section 3. For purpose of movement on the wage schedule set forth in Section 1 above, eligible employees shall receive credit on July 1 of each year according to the following schedule:

a. Persons hired between January 1 and June 30 shall start an original anniversary date on July 1 first following their date of hire.



- b. Persons hired between July 1 and December 31 shall have an anniversary date of the July 1 first preceding their date of hire.
- c. Persons hired on July 1 shall have an anniversary date of their date of hire.

Section 4. Employees 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.

Section 5. An employee who is laid off and who is paid unemployment compensation benefits (associated with his/her regular employment assignment) during the summer immediately following layoff and who is subsequently recalled at the beginning of the next school year, will be paid at an annual salary rate such that his/her unemployment compensation plus that annual salary rate will be equal to the rate of salary he/she would have earned for the school year had he/she not been laid off, subject to the following condition:

- 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.

Section 6. Any employee covered by this Agreement who retires while employed by the School District shall be eligible for termination pay of one (1) day's pay for each full year of active service in the School District. One (1) day's pay shall be the employee's hourly rate multiplied by the number of hours in the employee's normal daily work assignment, both determined at time of retirement. Time spent on leave shall not be counted as active service.

A retiree, to be eligible for severance pay, must qualify for regular or medical retirement under the Michigan Public School Employees Retirement System or have been employed for at least ten (10) or more years of total service in the Oak Park School District.

Section 7. Pay for Unused Days

Any regular employee who retires and the estate of one who dies while employed by the Oak Park Board of Education shall be eligible for severance pay for unused accumulated sick leave of \$10.00 per day for the first 60 days, \$15.00 per day for the next 60 days and \$20.00 per day for the next 60 days.

**ARTICLE 16**

**INSURANCE PROTECTION**

Section 1. General Provisions. The Board will provide the insurance coverage set forth for the following eligible employees:

Employees hired before July 1, 1996 working twenty (20) or more hours per week.  
Employees hired after July 1, 1996, working twenty-five (25) or more hours per week.

- a. 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 contracted for with the Insurance Company. The Board will limit its payment to the Hard dollar Cap Limits as set by PA 152.

- b. Failure of the Insurance Company to provide such benefits, for any reason, shall not result in any liability to the Board of Education.
- c. Employees on Leave: Board payment for insurance protection shall be discontinued on the date when the employee resigns, is terminated, is laid off or placed on leave of absence without pay except as provided for in Article 11, Section 1 e.
- d. For new employees, the insurance coverage described below shall become effective on the first day of the month following successful completion of the probationary period, provided the necessary enrollment forms have been filed with the Payroll Department within thirty (30) days of the date of successful completion of the probationary period. Subsequent opportunities to enroll shall be provided during the month of September.
- e. There shall be no double coverage of hospital- surgical-medical insurance. An employee who receives that type of coverage from another source may not receive that type of coverage as an insured pursuant to this Agreement. The election of which of those plans the employee is to be covered under is the employee's.
- f. The contract language (with respect to insurance) will be modified according to vendor selection prior to May 30, and incorporated throughout this agreement as it relates to health insurance coverage.

## Section 2. Hospital-Surgical-Medical Insurance

Eligible employees may participate in either of the following plans:

Plan A: For employees electing MESSA health insurance.

There shall be no double coverage of Plan A benefits.

### **HEALTH:**

Choices: \$500/\$1,000 deductible; \$20 Office Visits; RX \$10/\$40 (includes \$5,000 AD&D basic term life) or ABC Plan 1: \$1,250/\$2,500 deductible with HSA.

### **NEGOTIATED LONG TERM DISABILITY:**

60%  
\$1,500 maximum monthly income benefit  
\$2,000 maximum monthly salary  
180 calendar days - straight wait pre-existing condition waiver - No

Freeze on offsets - Yes  
Alcohol/Drug Waiver - Two year limitation  
Mental/Nervous Waiver - Two year limitation

**NEGOTIATED LIFE:** \$30,000 with AD&D

**VISION (PLAN YEAR JULY TO JULY)** VSP-2 Silver

**DELTA DENTAL (PLAN YEAR JULY TO JULY)** 75/25 ortho \$2,000  
\$2,000 maximum for Class I & II

Plan Option B: For employees electing Plan B, the Board will pay \$150 per month which the employee may pay toward a tax sheltered annuity of their choice with 125 cafeteria plan regulations.

For employees not electing health insurance

**NEGOTIATED LIFE:** \$30,000 with AD&D

**NEGOTIATED LTD:** 60% - same as above

**VISION (PLAN YEAR JULY TO JULY)** VSP-2 Silver

**DELTA DENTAL (PLAN YEAR JULY TO JULY)** 75/25 ortho \$2,000  
\$2,000 maximum for class I & II

Health insurance premium costs will be fully covered by the employer for the 2011-2012 school year.

Should the premium costs be increased from the previous year's costs by more than ten percent (10%) the parties will meet and determine if the level of coverage could be adjusted to fall within the 0 – 10% premium increase paid by the Board. This could be accomplished either by switching to a different insurance or the coverage could be split 50/50 between the District and the employee by using pre-tax dollars by the OPAEOP member. Notification of which solution has been chosen by OPEAOP will be given to the district no later than August 31 of a given year.

**Section 3. Workers Compensation.** Any employee who is disabled or injured in the line of duty shall receive such compensation and expenses as are prescribed by law plus, at the employee's option, the difference between his/her regular salary and the compensation benefits to the extent permitted by a prorated deduction from his/her personal accumulated sick leave. Such supplementation shall be provided only for such periods as the employee would otherwise have been working, shall be provided by a deduction of sick leave prorated on the ratio of the

supplementary pay by the Board to the employee's regular daily pay at the time of injury or illness until the employee's personal sick leave accumulation is exhausted. In no case will the Board of Education's supplement extend beyond the individual employee's accumulated leave earned as of the last day worked.

## **ARTICLE 17**

### **CONFORMITY TO LAW**

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 to be 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 18**

### **ENTIRE AGREEMENT CLAUSE**

This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the Board and the Association and constitutes the entire Agreement between the parties. Any amendment or Agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

## **ARTICLE 19**

### **STRIKE PROHIBITION**

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

## **ARTICLE 20**

### **WAIVER CLAUSE**

The parties acknowledge that during negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or

contemplation or either or both parties at the time that they negotiated or signed this Agreement.

## **ARTICLE 21**

### **MISCELLANEOUS**

The terms "working days" or "work day" when used in this Agreement shall, except as otherwise indicated, mean Monday through Friday, inclusive. Legal holidays and all school recesses, except the summer recess, shall not be considered as working or work days in this Agreement.

## **ARTICLE 22**

### **DRUG AND ALCOHOL ABUSE**

#### **INTRODUCTION - NOTICE AND PURPOSE**

The parties to this Agreement 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:

#### **Section 1. - Policy Regarding Drug Abuse**

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 policy 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, as a part of this policy, 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 five (5) calendar days after the conviction.

#### **Section 2. -Policy Regarding Alcohol Abuse**

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 on District premises. Under no circumstances will the consumption or distribution of alcohol be permitted while participating in or attending any District activity involving students.

### Section 3. - Definitions

- a. **District Premises.** The term "District Premises" as used in this Agreement 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 Agreement 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 Agreement means any substance 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.

### Section 4. - Policy Administration

- a. **Employee Notification.** All employees will be notified of this Agreement at the time it is adopted and once each school year, thereafter. New employees will be notified of this Agreement during their orientation, if not sooner. Compliance by employees with the policies in and requirements of this Agreement 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 1 and 2 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 1 and 2 of this Agreement will result in discipline up to and including immediate discharge, pursuant to the main collective bargaining agreement between the parties. Rehabilitation may be made a part of the discipline and a condition for returning to work. Employees believed to be subject to discipline under subparagraphs 1 and 2, above, will also be referred to law enforcement authorities.

d. **Confidentiality**

The confidential nature of all actions taken pursuant to this Agreement 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 the employee's union officials.

## **ARTICLE 23**

### **NO CHILD LEFT BEHIND**

Note this article is subject to change as clarifications to the NCLB legislation are determined. The guidelines for para-professionals and the administration of the academic assessment will be addressed at a later time. The union and the administration agree to meet at a later date to develop a Memorandum of Understanding regarding this issue.

**New Article 23.**

- A. All classroom paraprofessionals are required to meet the highly qualified requirements of the No Child Left Behind Act no later than June 30, 2006. Those requirements are to have completed at least 2 years of higher education; obtained an Associates Degree; or demonstrate through an academic assessment using Work Keys, MTTC, etc., or through the Highly Qualified Paraprofessionals Portfolio option the knowledge and ability to assist in instructing.
- B. The District's review committee will determine if the paraprofessional meets either of the highly qualified requirements through the use of the Michigan Department of Education of Education rubric and/or the successful completion of the Work Keys or MTTC assessments, or sixty (60) credit hours of coursework in high education.

- C. Paraprofessionals taking training, as approved by the Superintendent, in preparation for taking the academic assessment, shall be paid at their regular rate of pay in the event that the training is provided during non-regular work hours.
- D. If a paraprofessional has been determined by another school district or by the Michigan Department of Education as meeting the highly qualified requirements of the No Child Left Behind Act, then s/he shall be considered by the Oak Park School District as meeting the qualifications.
- E. In the event that any paraprofessional is unable to meet the requirements of the No Child Left Behind Act by the established deadline, s/he shall be laid off by the district with recall rights as established under the collective bargaining agreement. Paraprofessionals must meet the Highly Qualified requirements in order to fill an Instructional Aide position.
- F. All test scores related to the academic assessment taken by the paraprofessionals for the purpose of meeting the highly qualified requirements shall remain confidential. The only information to be shared with appropriate district personnel will be whether the paraprofessional passed or did not pass the assessment.

## **ARTICLE 24**

### **DURATION OF AGREEMENT**

This Agreement shall commence on the Monday following ratification by both parties with respect only to those persons in the active, employment of the Oak Park Board of Education on July 1, 2012, and shall continue in full force and effect until midnight, June 30, 2014, when it shall terminate. If either party desires to renegotiate this Agreement, they shall give the other party written notice to that effect by May 1, 2014. In any event, this Agreement shall not be extended beyond June 30, 2014, except by written consent of the parties.

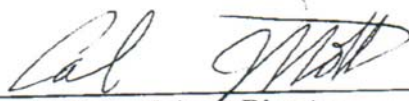
Provided, however, that nothing in this paragraph or elsewhere in this Agreement shall be construed to require the Board to commit an unfair labor practice or otherwise violate the law by any improper recognition of or support or assistance to the Association.


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

**OAK PARK BOARD OF EDUCATION      OPESPA/MEA/NEA**



  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Cal Mott, Uniserv Director

  
\_\_\_\_\_  
Vice President

  
\_\_\_\_\_  
Denise Kallan, President

Date: June 26, 2012

Date: June 26, 2012

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