

COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
OAK PARK BOARD OF EDUCATION
AND THE
OAK PARK EDUCATION ASSOCIATION/MEA/NEA
January 12, 2020 – June 30, 2023



Oak Park
Schools

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PREFACE

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

WITNESSETH

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

ARTICLE 1. RECOGNITION

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

All teachers in grades K through 12, guidance counselors, consultants, school psychologists, speech and hearing therapists, social workers, library media specialists, librarians, pre-school teachers, special education teachers, Headstart teachers, Title I teachers, STAR and Early On teachers, Great Start Readiness Program teachers, and School/Community Agent and any Non-Instructional Personnel and Instructional Coaches, all who are regularly employed by the Oak Park Board of Education as regular teachers during the normal school year.

But excluding:

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

1.2 **Certified, Non-Tenured (Probationary) Teachers.**

Each employee in a position covered by the Teacher Tenure Act shall, for the purpose of this Agreement, serve a five (5) year probationary period of continuous service, commencing with the first day of service in the position, pursuant to the following procedure.

- (a) Before the completion of the fifth (5) year of continuous service in a position covered by the Teacher Tenure Act, the employee will be given written notification by the District as to whether or not his or her service has been satisfactory.
- (b) If the District determines that a probationary employee's service is unsatisfactory, the District shall terminate the employee's service.
- (c) Notices required by this section must be sent:
 - 1. For employees commencing services during July, August, or September, on or before June 15th_of the appropriate school year; or
 - 2. For employees commencing services during any other month, fifteen (15) days prior to the appropriate anniversary date--based on the first day of service in the position.

- (d) Probationary years for employees commencing services during July, August, or September shall coincide with the school years worked.
- (e) It is agreed that, to the extent these employees may be entitled to tenure under the Michigan Tenure Act, they shall not be deemed to have tenure in any position other than as a classroom teacher.
- (f) The provisions of this Article in no way affect the relationship these employees or other employees may have with the District under the Michigan Teacher Tenure Act.

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

ARTICLE 2. ASSOCIATION RIGHTS

- 21 **Membership.** The OPEA agrees to admit to full participating membership all teachers as defined in [Article 1](#) who wish to become members of the Association.
- 22 The Board will, upon request, furnish the OPEA, at its principle office, the name and building assignment of each teacher hired, terminated, or otherwise removed from the payroll. Upon request, a list of all teachers by building, grade and subject shall be sent via email to the OPEA President and/or his/her designee.
- (a) Bulletin boards in the school offices and teachers' lounges shall be made available to the Association and its members, provided that all materials posted relate to the official business of the Association. Any questionable or improper use of bulletin boards shall become the concern of the principal and the OPEA representative of that building.
 - (b) The Association shall have the right to schedule association meetings in a building during lunchtime, where feasible, and before or after the school day of the teachers involved. The building principal shall be given advance notice of one day for such meeting, and s/he shall designate the area of the building to be used.
 - (c) School equipment may be made available to the OPEA and its members under such conditions as may be prescribed by the building administrator. Any supplies required in the use of such equipment in this manner must be replenished by or paid for by the OPEA at cost price.
 - (d) If a meeting is to be scheduled by the OPEA which requires special custodial services and/or specific facilities within a school building, the OPEA shall have the privilege of using the school building on the same basis as civic or political organizations, as established in Board policy.
- 23 (a) The intra-district mailing system shall be made available to the OPEA and its members. The Board shall provide the OPEA with a mail pick-up location at Central Office.
- (b) The District's e-mail system shall be made available to the OPEA for the expressed purpose of communicating with its members. It is understood by both parties that if members reply to an OPEA e-mail that they will respond to the sender only and not a "reply to all". In that case, replies to the member shall also be to the member only.
- 24 It is understood that the bargaining unit members set forth in Article 1, Section [1.1](#), have responsibility for performing duties normally associated with those positions. These duties shall not be assigned to anyone who is not a member of the bargaining unit except as allowed by this Agreement and as follows:
- (a) in an emergency;
 - (b) to cover for an absent teacher;

- 25 (a) **OPEA Officials.** The OPEA officials may leave the building on their lunch period to conduct Association business and/or implement this Agreement. OPEA may leave the building at other times when not scheduled to be with students to implement this Agreement or to conduct Association business with the approval of the building supervisor. OPEA shall provide the Superintendent with the list of its officials annually, and changes as necessary.
- (b) To create more opportunity to conduct union business OPEA President shall have a planning period 1st hour, 6th hour or a planning period that either immediately precedes or follows their lunch period. This provision does not constitute an additional planning period.
- 26 The Board shall provide up to a total of twenty-five (25) days per year for the collective use of the Association members for Association business. The OPEA President and/or his/her designee shall have the option of using an Association day in one (1) hour increments, provided there is classroom coverage. Application for use of these days shall be processed through regular conference attendance channels and shall be signed by the Association president signifying his or her approval. No deduction from the individual's leave day accumulation shall be made for days so granted. It is understood that the only expense to the Board is the regular compensation of the teacher (minus the retirement cost) and the cost of employing a substitute. The OPEA will reimburse the District for all retirement costs associated with any used Association business days and/or hours.
- 27 When prepared, the OPEA will be provided with notification of and agendas for all Board of Education meetings, copies of the minutes or summary of previous meetings and all personnel actions pertinent to OPEA. These copies will be sent via intra-district mail to the Executive Director and ten (10) to the corresponding secretary. The list of persons to receive these materials shall be furnished to Central Office and kept current by the OPEA. When the information is made public, the OPEA will refer to the OPSD website under Board of Education.
- 28 Upon written request, the Board shall discuss with the Association its viewpoint on any new or modified fiscal, budgetary, or tax program, construction program, or revisions of educational policy prior to their adoption. The OPEA shall be duly advised by the Board of fiscal, tax, and major budgetary programs affecting the, OPEA, and the OPEA shall have the opportunity to consult with the Board with respect thereto.
- 29 The Administration shall furnish, upon request from the OPEA, all available information and documents necessary for negotiations and/or the maintenance of this Agreement and to otherwise represent a teacher.
- 210 The Board shall not provide aid or assistance (e.g., dues deduction, use of facilities) to any teacher organization for the duration of this Agreement.
- 211 The OPEA Executive Director or designee shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. The initial contact in any school building shall be with the school office (principal, assistant principal, administrator, or secretary).

ARTICLE 3. TEACHER RIGHTS

- 3.1 The Board and OPEA agree that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by MCL 423.210 and MCL 423.215 or other laws of Michigan and/or the United States or the Constitution of Michigan and/or the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of membership or non- membership in the Association, participation or lack thereof in any activities of the Association or collective professional negotiations with the Board, or institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- 3.2 Teachers shall be permitted to wear official insignia, pins, or other identification of membership in the Association either on or off school premises.
- 3.3 Deductions for any District approved financial institution, tax deferred annuities, United Foundation, and other current deductions will continue as authorized by individual teachers. Other deductions may be arranged by mutual agreement between the Board and the OPEA.
- 3.4 Nothing contained herein shall be construed to deny or restrict to any teacher rights provided him/her under the Michigan "General School Laws or other applicable State and Federal laws and regulations. The rights granted to teachers here under shall be deemed to be in addition to those provided citizens of this State.

3.5 Equal Treatment

- (a) The Board is committed to equal employment opportunities in all aspects of employment, including recruitment, selection, training, promotion, and retention of staff. The Board is committed to maintaining a learning/working environment in which all individuals are treated with dignity and respect, free from discrimination and harassment. There will be no tolerance for discrimination or harassment on the basis of race, color, national origin, religion, sex, marital status, genetic information, disability, age, or any other illegal grounds.
- (b) Notwithstanding their employment, teachers shall be entitled to full rights of citizenship.

3.6 Right-to-Representation

- (a) A teacher shall at all times upon his/her request be entitled to the presence of a representative of the Association when s/he is being reprimanded, investigated, or disciplined for any delinquency in professional performance. When a request for the presence of an Association representative is made by the teacher or administrator, no action shall be taken with respect to the teacher until such representative of the Association is present.
- (b) In the absence of a request for representation by a teacher, an administrator

may request the attendance of an Association representative on the teacher's behalf.

- (c) Nothing contained in the above paragraphs shall prevent an administrator from exercising his/her normal administrative and supervisory duties. An administrator shall at all times be free to discuss and talk to teachers regarding their professional performance.

- 3.7 (a) Any materials used by a teacher for purposes normally associated with the practice of teaching (lesson plans, grade books [digital or analog], unit calendars, etc.) should be maintained by the teacher; should Administration wish to review any, they can access the reports if deemed necessary. If a conference is deemed necessary, administration will make arrangements with a teacher to discuss at a mutually agreeable time. Furthermore, teachers must furnish to administration requested semester-end grade reports as required for student record keeping.

Teachers have the professional deference to make changes consistent with the District's adopted grading policy as maintained by the Office of Teaching & Learning (or the Superintendent or their designee). This grading policy is subject to review on a yearly basis; the review of this policy will occur in a committee including all K-12 stakeholders (district leaders, administrators, and teachers) as well as the Office of Teaching & Learning. This committee will include participants chosen both by the District and the Association and every attempt shall be made to ensure equal participation of all parties. The parties recognize that this provision does not apply to the intended use of these records; e.g., record books, plan books, and attendance books for use by a substitute teacher.

- (b) STUDENT Promotion/Retention Decision. The assigned classroom teacher will be part of any decision concerning promotion / retention of grade K-8 students.
- (c) Review by external agents of the state is permitted without the teacher being present. The teacher shall be advised of such review.

- 3.8 Absent clerical errors or malfeasance on the part of the teacher, the Board recognizes the teacher's rights regarding the integrity of student grades and agrees to respect those rights in the handling of any disputes regarding grades.

ARTICLE 4. BOARD'S RIGHTS AND RESPONSIBILITIES

- 4.1 The Board and the Superintendent retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by law and the Constitutions of the State of Michigan and 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;
 - (b) To hire all employees and to determine their qualifications and fitness for employment and conditions for their continued employment or their dismissal or demotion or otherwise discipline employees for reasons not arbitrary and/or capricious (tenured teachers) and to promote and transfer employees;
 - (c) To establish grades and courses of instruction, including special programs, and to approve the means and methods of instruction;
 - (d) To provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board.
 - (e) To determine overall goals and objectives as well as the policies affecting the educational program;
 - (f) To select textbooks, teaching materials and teaching aids;
 - (g) To determine class schedules, class size, the hours of instruction and assignment of teachers with respect thereto;
 - (h) To determine the services, supplies, and equipment necessary to continue its operations and to determine the methods and processes of carrying on the work;
 - (i) To determine the duties, responsibilities, and assignments of all employees;
 - (j) To adopt reasonable rules and regulations, which are not in conflict with this Agreement;
 - (k) To develop and control the budget of the District;
 - (l) To determine the location or relocation of its facilities, including establishment or relocation of new schools, buildings, division or subdivisions, thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;
 - (m) To determine the financial policies including all accounting procedures and all matters pertaining to public relations;

(n) To determine the size of the management organization, its functions, authority, amount of supervision and table of organization; and

- 4.2 The listing of specific management rights in this agreement is not intended to be nor shall it be restrictive of, or a waiver of, any right of management not listed and specifically surrendered herein, whether or not such right have been exercised by the Board in the past.
- 4.3 The exercise of the foregoing powers, rights, duties and responsibilities by the Board and the adoption of policies, rules, regulations, and practices in furtherance thereof, shall be the exclusive prerogative of the Board except as otherwise limited by the specific terms of this Agreement.
- 4.4 In the event that any provisions of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgement or decree has not been appealed within the time provided for doing so, such provisions shall be void and inoperative and subject to renegotiations. However, all other provisions of this Agreement shall continue in effect.
- 4.5 An emergency manager appointed under the Local Financial Stability and Choice Act, MCL 423.215(7), may reject, modify or terminate this Agreement as provided in that Act.

ARTICLE 5. GRIEVANCE PROCEDURE

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

5.2 **Definitions.**

- (a) A grievance may be filed and presented by a teacher or by the Association acting through its representatives. Any individual teacher may present his/her grievance and have the grievance adjusted without intervention of the Association if the adjustment of the grievance is not inconsistent with the terms of this Agreement, and the Association has been given an opportunity to have an Association representative present at such adjustment, provided, however, that the adjustment of a grievance between the Board or its representative, and an individual teacher shall not preclude the Association from filing its own grievance with respect to the same subject.
- (b) A grievance is a complaint by a teacher or the OPEA involving the application or interpretation of this Agreement or a claim that some action taken by the Board, Administration, or other supervisory personnel concerning teachers' wages or hours and other terms and conditions of employment is unreasonable.
- (c) It is understood that two or more teachers may file a common grievance in a given building provided that the grievance commences with Step One of the grievance procedure.
- (d) The term "days," when used in this article, shall, except as otherwise indicated, mean Monday through Friday, inclusive. Legal holidays and all school recesses, shall not be considered as days in this article, unless otherwise mutually agreed upon by the OPEA and Central Office.
- (e)
 - 1. The grievance procedure provided in this Agreement shall be the sole and exclusive means of presenting and resolving complaints or disputes regarding the application or interpretation of this Agreement.
 - 2. If at any time during the processing of a grievance, up to the issuance of an award by an arbitrator, it is determined that a teacher has filed charges or instituted proceedings in any other forum, including the Teachers' Tenure Commission, seeking a relief or remedy sought in a grievance, all further proceedings under this article shall be terminated with prejudice. If the charges or proceedings are initiated following an arbitration hearing, but prior to the issuance of an award, the Board will communicate with the arbitrator through the American Arbitration Association and instruct the arbitrator to terminate consideration of the matter, specifically citing this provision.

- (f) All grievances will be submitted in writing for all steps of the grievance procedure, and all responses shall be in writing and shall include a statement of explanation of the decision.

5.3 Procedure.

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

5.4 Steps.

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

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

- (c) Step-Three. If the grievance is not satisfactorily resolved at Step Two, the OPEA, within ten (10) days of receipt of the Step Two decision or exhaustion of time limits, may submit the grievance to the Superintendent of designee. The Superintendent or designee shall meet with the aggrieved teacher and/or the Association within ten (10) school days after presentation of the grievance. A response to the grievance shall be given to the teacher and the Association within (10) days after the date the meeting was held with the aggrieved teacher, and or the Association.
- (d) Step-Four. If the grievance is not satisfactorily resolved at Step Three the OPEA, within ten (10) days of receipt of the Step Three decision or exhaustion of time limits, may submit the grievance to impartial arbitration. If the grievance is to be submitted to impartial arbitration, a demand signed by the OPEA shall be sent to the American Arbitration Association requesting their services, with a copy sent to the Superintendent. The selection of an arbitrator and the conducting of the hearing will be in accordance with their procedures and rules. At arbitration, the grievant may not raise any new allegations or rely on any evidence not previously disclosed in the grievance process that is not related to the original claim.
- (e) The location of the arbitration shall be at the district offices or the MEA offices. Upon mutual agreement, the arbitration procedure, on individual case basis, shall be expedited. The decision of the impartial arbitrator shall be final and binding on all parties. The expenses and fee, if any, of the impartial arbitrator shall be shared equally by both parties. In lieu of the ad-hoc arbitrator selection process, the Board and the OPEA may elect to establish a permanent arbitrator process, and said arbitrator shall serve at the will of both parties.

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

- (a) S/he shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. The arbitrator shall have no authority to issue a decision on the merits of a prohibited or illegal subject of bargaining.
- (b) S/he shall have no power to establish wage scales or change any wage but may place a teacher on the correct step/track or correct the calculation of the salary.
- (c) S/he shall have no power to change any practice, policy, or rule of the Board.
- (d) The arbitrator's decision shall comply with Michigan Uniform Arbitration Act, MCL 691.1681 et seq.
- (e) There shall be no appeal from an arbitrator's decision. It shall be final and binding on the Association, its members, the teacher or teachers involved, and the Board, except where permitted by law.

- (f) The fees and expenses of the arbitrator shall be shared equally by the Board and the OPEA. All other expenses shall be borne by the parties incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.
- 56 (a) Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be processed. Grievances which have not been resolved prior to the expiration of this Agreement shall continue to be processed according to the terms of this Agreement until resolved.
- (b) All responses to a grievance by the Superintendent or designee shall be communicated in writing and either delivered to the teacher, as well as the Association's Equity Chairperson, in person, through intra-district mail, or by U.S. Postal Service to his/her home address, and the Association's Executive Director shall be sent a copy of those responses to 17500 West 11 mile Rd., Suite 200, Lathrup Village, MI. 48-76
- (c) All appeals of a grievance to the Superintendent or designee shall be communicated by U.S. Postal Service at the official address of the Board, 13900 Granzon, Oak Park, Michigan 48237.
- (d) During any conference between a teacher and principal and/or administrator pertaining to a grievance, the teacher may request that the conference be terminated and be reconvened with an Association official in attendance.
- (e) Any conference which is held under the grievance procedure shall be conducted at any mutually agreed-to time, which includes the teacher's lunch period or other times when not scheduled to be with students. In the event that a conference or hearing under the grievance procedure is held during school hours, each teacher who is a party or witness shall be excused from his/her regular duties with pay to attend such a conference or hearing. The conference or hearings at Steps One and Two shall be held at any building operated by the Board or at any site of mutual agreement.
- (f) Each conference conducted under the grievance procedure shall be conducted as a private conference and attendance at such a conference shall be restricted to those persons requested by either party to participate in the attempted resolution of the grievance.
- (g) Failure to file the grievance in writing as specified in Steps One and Two or to forward as specified in Steps One and Two and Three shall mean the grievance is waived.
- (h) Failure to communicate a response on a grievance within the specified time limits shall entitle the aggrieved party to proceed to the next step.
- (i) If the employee elects to be represented, s/he may be present at any level of the grievance procedure where the grievance is to be discussed except that s/he need not be present where it is mutually agreed that no facts are in

dispute; and that the sole question is the interpretation of this Agreement.

- (j) The filing of a grievance shall in no way interfere with the rights of the Board to proceed in carrying out its management responsibilities, subject to the final decision on the grievance.
- (k) During the pendency of any proceedings and until a final determination has been reached, all proceedings shall be private; and any preliminary disposition will not be made public without the agreement of all parties.
- (l) There shall be no reprisals of any kind by any administrative personnel or Board taken against any party in interest or his/her Association Representative, or any other participant in the procedure set forth therein by reason of such participation.
- (m) All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- (n) Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents shall be given appropriate distribution by the Superintendent so as to facilitate operation of procedures set forth herein.
- (o) Only the OPEA shall submit a grievance to arbitration.

ARTICLE 6. SENIORITY

- 6.1 The Board shall provide the OPEA with an up-to-date seniority list by October 15 and April 1 of each year. The list shall include names of all members of the Bargaining Unit, whether on leave, layoff, or active employment, in the rank order based on seniority as defined in this Agreement, degree status, certification/endorsement, and current assignment. Any errors found shall be corrected by the district as soon as reasonably possible.
- 6.2 Seniority shall date from the teacher's most recent date of hire as a member of the bargaining unit. When a teacher resigns, all seniority is lost.
- (a) To receive seniority credit for a month, a teacher must work until on or after the fifteenth (15th) of the month or return to work on or before the fifteenth (15th) of the month. Should the fifteenth (15th) of a month be a non-scheduled work day, the teacher must work the last scheduled work day prior to the fifteenth (15th) of the month or return the first scheduled work day after the fifteenth (15th) of the month. Seniority credit shall not be added or deducted for July and August.
 - (b) For a teacher hired before June 15, 1998, date of hire shall be as per a seniority list to be established thirty (30) days following the implementation of the master agreement. The OPEA and administration shall establish said seniority list. The parties shall use the most current seniority list and establish tie-breakers where more than one person has the same date of hire. Teachers shall have the opportunity to provide proof of alleged errors in the list prior to the thirty (30) days expiring. Corrections to the seniority list shall be made if errors are proven to exist.
 - (c) Once the thirty (30) day time limit has passed, both parties shall sign an agreement that recognizes the seniority list as accurate and official. Both parties shall receive three (3) copies of the list with the signed agreement attached. Once signed, the list shall not be amended, nor can grievances be filed to amend it.
 - (d) A teacher hired after June 15, 1998, shall have their date of hire be their first day worked as a contract teacher.
 - (e) Time spent on layoff ([Article 12](#)) or unpaid leaves of absence ([Article 14](#)) shall be blanked out for purposes of counting seniority credit except as provided in [Articles 12](#) and [14](#) of this agreement. Seniority, as defined in [Article 6](#) and seniority lists, may be amended due to leaves of absence which last more than a year. Corrections on the seniority list due to layoff or leave shall be provided to the association.
- 6.3 Any teacher who is appointed to an administrative or department chairperson position after September 15, 1980, will retain previously accumulated seniority but shall not accrue seniority while in that position. Those persons in such positions prior to the above date shall continue to accumulate seniority in the unit.

- 6.4 In the case of equal seniority, teachers will be ranked based in order of the following:
- (a) Prior contract teaching in Oak Park.
 - (b) Substitute teaching, in Oak Park, where those having substituted the most days would have the greater seniority.
 - (c) The last four (4) digits of their social security number. In the event that more than one teacher has the same four (4) digits, the next digit to the left would be used until the tie was broken. The higher the number the greater the seniority.
 - (d) In both (a) and (b) above, credit for prior teaching or substituting shall be given by the district on a form signed by the member and by administration at the time the member's individual contract is signed. Once signed, this form, or the information contained therein, shall be deemed to be accurate and cannot be amended. It shall not be grievable. The administration shall require all new hires to sign the form and it shall be kept as part of the teacher's personnel file.
- 6.5 The OPEA president shall have greater seniority than other members. Said super-seniority applies to these articles only and shall remain in effect during the time the individual holds office as OPEA president. After leaving office, s/he shall have the seniority defined as related to any position s/he holds in the district.

ARTICLE 7. WORKING CONDITIONS

7.1 Physical Facilities.

- (a) The physical facilities of the classroom and of the school should be conducive to the health, safety, and welfare of the students and teachers. Heating and ventilation systems will be maintained in good working order. Every attempt shall be made to clean, on a daily basis, those rooms which are in daily use.
- (b) The Board shall provide working conditions and facilities in each school building which are in accordance with health standards as developed by the U.S. Department of Labor, the Michigan Public Health Department, and the State Administrative Code (Sanitation Standards in Schools).
- (c) Every attempt shall be made to clean sidewalks and parking lots of ice and snow.
- (d) The Board shall continue to make available in each school to the extent permitted by existing facilities, a lunch room and/or staff lounge as well as rest room and lavatory facilities exclusively for non-student adult use. Should the Association feel such facilities are inadequate, notice shall be given to the Administration for review with the Board of Education.
- (e) Classroom phones will be made readily available to teachers for their professional use.

7.2 Clerical and Non-Teaching Duties.

- (a) Administration shall make reasonable efforts to relieve teachers of clerical work by avoiding assigning administrative assistant tasks and non-teaching duties that do not directly relate to their teaching assignments. All student record keeping related to academics, interventions, parent contacts and attendance is the responsibility of the classroom teacher. If an administrator feels new procedures or additional tasking of staff is necessary, that are clerical in nature, they shall work collaboratively with their building staff and the OPEA to reach consensus on the need and remedy.
- (b) Non-teaching duties and emergency assignments within a school are to be shared among all staff members on an equitable basis.

7.3 Certified teacher assigned paraeducators are responsible for overseeing day to day instruction and activities for their assigned student(s). Furthermore, teachers may assign their paraeducator to assist in / supplement / complement related instructional activities. General education teachers with students assigned a Special Education paraeducator are responsible for providing instruction and activities to be assisted in / supplemented / complemented by the paraeducator to the extent possible for the student's(s') needs (and at least fulfilling required IEP and / or social goals). Whenever possible, teachers shall be given notice if the assigned paraeducator is removed.

7.4 **Teacher-Community-Administrator-Relationships.**

- (a) In cases of a complaint of a parent concerning a teacher, the principal shall, after hearing the parent's complaint, reserve comment and judgment until s/he has had an opportunity to consult with the teacher about the alleged problem.
- (b) Principals or Central Administrators receiving parental complaints shall advise the teacher including the identity of the complainant, as soon as reasonably possible. The parent will be advised that the teacher is available for consultation and the teacher will follow up with the parent as soon as reasonably possible. If the complaint between the parent and the teacher is not resolved, the administration shall support the resolution of the matter.
 - 1. Anonymous materials, if not presented to the teacher and not leading to an administrative investigation, and determination shared with the teacher and Association, shall not be maintained in any building or personnel file.

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

- (a) A teacher who is assaulted at work will notify building administration, at which time said administration shall provide an incident report to the teacher to complete, and he/she will confer with their administrator. If medical attention is needed, the teacher and administrator shall follow district protocol. If medical attention is not needed, but the situation necessitates the employee going home for the rest of the day, when reasonable and mutually agreed upon, they can do so without loss of pay or compensation. At any time incident reports are filed, the teacher filing the report, the relevant administrator, and the OPEA shall be furnished a copy.
- (b) A teacher who comes in physical contact with any bodily fluid (urine, saliva, blood, fecal matter, etc.) on their skin or clothing shall confer with their administrator and have the ability to go home when reasonable and mutually agreed upon to shower/change clothes with no loss of compensation and/or no reduction in his/her leave time. The expectation is that the employee will return to work the same day if possible.
- (c) Each school building will follow the District's School Safety Procedures. These procedures will be annually reviewed with the staff and updated through the District's electronic documents.

7.6 **Travel Time between Buildings.** Teachers who are required to teach in more than one building shall have sufficient time and not be less than fifteen (15) minutes between class assignments for travel. It is understood that such travel time shall not

infringe upon the teacher's assigned planning time or lunch period. A teacher shall not be assigned to more than three (3) buildings in any one day except in such cases where scheduling problems will not permit otherwise.

Exceptions to the above provision will be:

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

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

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

- (a) A teacher's official personnel file shall be maintained in the Department of Human Resources.
- (b) Materials shall be removed from a personnel file if and when a teacher's claim that such material is inaccurate has been sustained by the Superintendent.
- (c) A teacher shall be permitted to reproduce any non-confidential material in his/her file once each school year.
- (d) Information relating to a teacher's unsuccessful application for a position requiring a screening committee recommendation may be removed from a teacher's file at his/her written request.
- (e) Except for copies of materials routinely furnished teachers that are placed in the personnel file (e.g., individual contract, leave requests), a copy of all material placed therein will be furnished to the teacher. The teacher shall initial the material to acknowledge receipt of the copy.
- (f) A teacher shall have the right to answer any material placed in his/her file and his/her answer shall be attached to the file copy.

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

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

7.10 **Parent Request for Conference.** Teachers will have 24 hour prior notice to meet with a parent, unless otherwise mutually agreed upon. Parent conferences during a teacher's regularly scheduled lunch period will only be so arranged with the teacher's concurrence. Parent meetings should not be arranged with the teacher by use of the P.A. Should an administrator determine that a teacher should be contacted during student-contact time for purposes of arranging a parent conference, then that contact should be made by the administrator out of the parent's presence.

7.11 **Emergency Building Evacuation.** In the event, an evacuation for fire drill, bomb threats, tornado warnings, and similar emergency situations, teachers shall not be required to remain in the building after the students have been evacuated. However, teachers may volunteer their services if needed. If the students are dismissed, the teachers may be dismissed or assigned to another location for the remainder of the day.

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

7.12 **Student Discipline Policies and Procedures.**

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

When the term "in writing" or "written" is used in this article, it is understood that includes dispositions in written form, email, or posting of information in MiStar visits (or other electronic data tracking systems). Language deference (with regard to student conduct) will be interpreted by the teacher and the outcome of the investigation, will be recorded as such. It is understood that, once submitted and administrative disposition is arrived upon, that said disposition be entered into Mi-Star (or other electronic data tracking system) by an administrator or his/her designee.

- (b) If a student has been sent to the appropriate office for disciplinary purposes, the teacher must communicate to the appropriate office or office personnel that the student has been released to go to the office. The written notice is due to the appropriate party by the end of the school day. The notice should contain all teacher intervention support - including but not limited to parent contacts, referrals to counselor or social worker, restorative circles, etc. - when time and situation permits and should be substantive and specific in nature concerning the interventions, actions taken, and support being provided to the student. It is understood that some students must be removed on-the-spot,

and the teacher will follow up with additional information when appropriate. This disposition in its entirety shall be entered into MiStar (or other electronic data tracking system) by the administrator.

- (c) Depending on the nature of the infraction, a student who has been sent to the appropriate office for disciplinary purposes should not return to the specific class(es) until a reasonable and mutually agreed upon time, based on the individual situation. The teacher shall be notified in writing, by phone call or in person as to the disposition of the case before the student's return to the class. The disposition of the case shall contain all additional Administrative intervention support beyond the teacher summary of incident to parent and/or guardian and should be substantive and specific in nature concerning the interventions, actions taken, and support being provided. This disposition in its entirety shall be entered into MiStar (or other electronic data tracking system) by the administrator or his/her designee for each instance of conduct.
- (d) Instances of gross misbehavior or any verbal attack upon a teacher shall result in suspension from class or classes.

It is understood that when the student is reinstated from suspension, the teacher shall be consulted as to the advisability of having the student placed back in the teacher's class.

- (e) If a teacher has referred a child in conformance with procedures defined in the Mandatory Special Education Act (P.A. 198, 1971, as amended) and the procedures defined in the Oak Park Special Education Handbook (most recent edition) and the child continues to be disruptive in the classroom, the teacher may request of the principal that the required I.E.P.C. procedures be expedited. It is understood that administrative support for requests of this nature shall be given.
- (f) The Board and Administration will give support and assistance to teachers with respect to maintenance of control and discipline in the school. When it has been determined that a particular pupil requires the attention of special counselors, social workers, or other support personnel, or law enforcement personnel, the Administration shall provide for such attention.
- (g) In the event a teacher requires administrative support for emergencies, disciplinary issues, vital communications or other important matters, phone or dispatch radio communications must be available from the teacher's classroom to the Main Office or other previously designated area(s) during regular work hours.
- (h) A School Administrator, or previously designated school official, shall be identified and on-site during school hours. This designee can be an identified lead-teacher, other member of the OPEA, or other administrator in the district. This designation of official shall be communicated immediately to all teachers and office staff should the normal administrator(s) not be present.

7.13 Meetings.

- (a) General Staff Meetings. Teachers shall make the time available for meetings for the purpose of working on building and district initiatives that are related no more than two (2) 90 minute or three (3) one hour meetings per month, not to exceed 30 hours in a school year. Notice of such meetings shall be communicated by noon of the previous Friday. All meetings shall have an agenda and the agenda will be placed in the teachers' mailboxes or emailed no later than one-half day preceding the time of the meeting. In the event the meeting is canceled, notice of said cancellation shall be given to teachers at least one-half day preceding the time of the meeting when possible. Meetings shall be held after the student day unless the majority of teachers affected want a different time.
1. Such meetings shall include, but not be limited to:
 - (a) Building faculty meetings
 - (b) Departmental meetings
 - (c) Team meetings
 - (d) Curriculum meetings
 - (e) In-Service workshop meetings/ Professional Development
 - (f) Grade Level Content/Expectation Meetings
 2. The time and duration of building, department, and team meetings shall be set by the administrator and staff at meetings shall last no more than ninety (90) minutes. The time and duration of curriculum meetings and in-service workshop meetings shall be set at the first meeting with adjustments made as the administrator and staff deem necessary.
 3. Time shall be allocated to the OPEA on the agenda for general staff meetings. The building representative shall provide the principal with the item(s) to be included on the agenda.
- (b) In the event of a conflict of scheduled meetings, the teacher should report the conflict to the building principal who will decide which meeting the teacher attends.
- (c) The Administration shall not schedule meetings on Wednesdays after school so as not to interfere with OPEA meetings.
- (d) The Administration shall not schedule meetings on records days with the exception of in-service scheduled into the calendar (See Appendix A).
- (e) It is understood that probationary teachers may attend two (2) additional Professional Development a month, to meet the state and teacher tenure requirements.

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

For any extended professional development, the following shall apply:

Said professional development shall begin five minutes after the teacher dismissal time. The first hour or (ninety) 90 minutes of said meeting time shall replace the contractual general staff meeting and shall not be compensated.

- (f) In the event, a teacher is absent on a Professional Development Day, they will be required to provide notice to their building principal and a leave day will be deducted from their personal leave bank.

- 7.14 Teachers shall attend scheduled parent-teacher conferences and their building's scheduled Open House / Curriculum Night. A building shall have no more than one (1) open house or curriculum night per school year, where teachers are required to attend. Further, teachers shall assist in the supervision of two (2) sponsored (non-paid) student functions during the year. The teacher's choice of function shall be honored whenever possible.

Teachers who are absent during scheduled evening parent-teacher conferences shall submit for approval, to their administrator, a schedule of equivalent time outside of the school day for conferences or deduct one-half (1/2) day's accumulated sick leave or one-half (1/2) day's pay at the teacher's choice.

- 7.15 Compliance with Building Policy Manuals. Teachers should be familiar with and comply with building and district policies as outlined in Building Policy Manuals, Board Policy, and Employee Handbook which shall be available on Staff Links via the website. The manuals shall be reviewed with the staff at the start of every school year, unless there are no changes to previous year's manual. The policies will be consistent throughout the District.

- 7.16 When a teacher is unable to be in school on any given day, s/he shall enter the absence in the system-wide substitute program as early as possible given the circumstances but no later than 6:00am if at all possible in order that arrangements may be made for a substitute. Once a teacher has reported, their absence it shall be the responsibility of the designated central office representative to arrange for a substitute teacher. It is understood and agreed, that if the system-wide designated program is not working, teachers, under those circumstances, will have to immediately call in to their schools' offices and/or administrator to leave a message about their absence.

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

- (a) In the event a teacher "loses" a preparation period owing to having to fill in for an absent teacher during said preparation period, the District shall compensate said teacher as provided for in Article 23, Section 23.3.

- (b) Students shall not be assigned to the library in lieu of their regular class when the teacher is absent.
- (c) A student who is unable to attend their specials class with his/her classroom shall report to the office for the duration of the special.

At no time shall an absent teacher's students be divided among same grade/subject classes when a substitute is not available.

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

7.18 Teachers will not be responsible for the daily administration of medication for students. A teacher shall be responsible for the administration of medication in emergencies situations, per the individual health plan, as outlined by the District School Health Protocols and with the appropriate training.

ARTICLE 8. RETIREMENT

8.1 Any teacher with fifteen (15) or more years of service who retires from the school district and is eligible for retirement with MPSERS shall be eligible for severance pay of one day's pay for each full year of accumulated service in the Oak Park School District. Severance pay will not be paid in cases where proper notice of leaving is not given by the employee or where termination is for cause.

8.2 Pay for Unused Sick Leave Allowance Days Upon Severance of Employment.

The following criteria shall apply for the payment of unused accumulated sick leave allowance days:

- (a) Any teacher with fifteen (15) or more years of service who retires from the school district and is eligible for retirement with MPSERS will be eligible to receive compensation for a portion of his/her accumulated sick leave allowance days. Teachers retiring at the end of the first or second semester must notify the District of their intent no later than October 15th or March 15th, respectively. Teachers who retire prior to the end of either semester must notify the District of their intent at least ninety (90) calendar days before their effective retirement date.
- (b) At the time of severance, a Teacher with an accumulation of 1 through 30 sick leave allowance days will be compensated for these days at a rate of \$50 per day.
- (c) At the time of severance, a Teacher with an accumulation of 31 through 60 sick leave allowance days will be compensated for these days at a rate of \$60 per day.
- (d) At the time of severance, a Teacher with an accumulation of 61 through 100 sick leave allowance days will be compensated for these days at a rate of \$70 per day.

ARTICLE 9. CLASS SIZE/CASELOAD

9.1 The Board agrees to continue to maintain student-teacher ratios not exceeding the maximum class sizes in the following sections of [Article 9](#). However, assigning students for particular phases of instruction in continuous progress and team teaching programs may create instructional groupings exceeding those sizes in order to provide correspondingly smaller groups.

9.2 The class size in Kindergarten through first grade shall not exceed twenty-six (26) students except as provided below.

Whenever any class assignment in any K-1 classroom (not exempted from the limitations set forth elsewhere in this Article) exceeds twenty six (26) pupils, the teacher shall be paid at the end of each semester one of the following amounts:

- (a) For every student above twenty-six (26) and up to twenty-eight (28), the teacher shall receive a stipend of seven dollars (\$7) per student per day.
- (b) A moratorium until the Monday after the Student Official Membership/Count Day will be allowed (as it relates to 9.1 and 9.2) at the beginning of the school year and the third (3rd) Monday after the start of the second semester is permitted to allow class sizes to stabilize. If at any time after the moratorium ceases class numbers go above prescribed limits, then the trigger in 9.2 (a) above will occur. If the class numbers go down to or below the prescribed limits after the moratorium, then the trigger in 9.2 (a) ceases.
- (c) In no event shall class size exceed twenty-eight (28).
- (d) If at any time the specified class limits exceeds twenty-eight (28), the teacher shall immediately notify the building Principal. The principal will provide the teacher with a general education paraeducator and/or substitute teacher for classroom support as long as the twenty-eight (28) student limit is exceeded. This applies to enrolled students, students in attendance not students merely listed on class roster.

9.3 Second grade through fifth grade shall not exceed twenty-eight (28) except as provided for below:

Whenever any class assignment in any classroom (not exempted from the limitations set forth elsewhere in this Article) exceeds twenty-eight (28) pupils, the teacher shall be paid at the end of each semester one of the following amounts:

- (a) For every student above twenty-eight (28), the teacher shall receive a stipend of seven dollars (\$7) per student per day.
- (b) A moratorium until the Monday after the Student Official Membership/Count Day will be allowed (as it relates to 9.1 (a) and 9.3 (a)) at the beginning of the school year and the third (3rd) Monday after the start of the second semester

is permitted to allow class sizes to stabilize. If at any time after the moratorium ceases class numbers go above prescribed limits, then the trigger in 9.3(a) above will occur. If the class numbers go down to or below the prescribed limits after the moratorium, then the trigger in 9.3(a) ceases.

(c) In no event shall class size exceed thirty (30).

9.4 In the case of the secondary schools, classes to exceed thirty (30), a teacher's average class size shall not exceed thirty-one (31) per class or one hundred fifty five (155) students total, except as provided for below. Further, no individual class shall exceed thirty-three (33).

(a) Whenever the individual scheduling or class size average for a secondary teacher increases, that teacher will be paid seven dollars (\$7) per student per day above thirty-one (31).

(b) A moratorium until the Monday after the Student Official Membership/Count Day will be allowed (as it relates to 9.1 and 9.4 (a) at the beginning of the school year and the third (3rd) Monday after the start of the second semester is permitted to allow class sizes to stabilize. If at any time after the moratorium ceases class numbers go above prescribed limits, then the trigger in 9.4(a) above will occur. If the class numbers go down to or below the prescribed limits after the moratorium, then the trigger in 9.4(a) ceases.

(c) No individual class shall exceed thirty-three (33).

9.5 Recognized exceptions to prescribed class size limits are limited to physical education, band and choir. Physical Education classes are limited to thirty-six (36) per class; Band and Choir are limited to forty-five (45) per class.

(a) Whenever the class size for a secondary physical education teacher is above thirty-six (36), that teacher shall be paid seven dollars (\$7) per student per day.

(b) In no event shall the class size average for physical education exceed thirty-six (36) per class or one hundred eighty (180) students total.

(c) No individual physical education class shall exceed forty (40) students.

(d) Whenever the class size for a secondary band or choir teacher exceeds forty nine (49) that teacher shall be paid seven dollars (\$7) per student per day.

(e) With respect to secondary band and choir, a teacher's average class size shall not exceed forty five (45) per class or two hundred and twenty-five (225) students total.

(f) No individual band or choir class shall exceed forty nine (49) students.

(g) A moratorium until the Monday after the Student Official Membership/Count Day will be allowed (as it relates to 9.1 and 9.5 (a) - 9.5 (f)) at the beginning of

the school year and the third (3rd) Monday after the start of the second semester is permitted to allow class sizes to stabilize. If at any time after the moratorium ceases class numbers go above prescribed limits, then the trigger in 9.5 (a) – 9.5 (f) above will occur. If the class numbers go down to or below the prescribed limits after the moratorium, then the trigger in 9.5 (a) – 9.5 (f) ceases.

9.6 GUIDANCE COUNSELORS

Counseling Caseload. The maximum number of students in a counselor's load during the term of this agreement shall be:

- (a) Middle School-a maximum of four hundred fifty (450) students.
- (b) High School- a maximum of four hundred (400) students.
- (c) If at any time the specified limit set forth above in 11.6, a and b, is exceeded by more than fifty (50) students, the principal, counselor, Association Representative and the Superintendent or his/her designee shall meet to remedy the overage at a mutually agreed upon time. If the caseload overage cannot be remedied, the counselor shall be paid eight hundred dollars (\$800) for that semester. If at any time the specified limit set forth above in 11.6, a and b, is exceeded by more than one hundred (100) students, the counselor shall be paid an additional eight hundred dollars (\$800), not to exceed one thousand six hundred dollars (\$1600) per semester. This applies to live body count, not students merely listed on their caseload.

A moratorium until the Monday third (3rd) Monday after the beginning of the school year and the third Monday after the start of the second semester is permitted to allow class sizes to stabilize.

9.7 **Mainstreaming of Students with Special Needs/English Language Learners (ELL)**

- (a) Where possible the number of mainstreamed students receiving special education and ELL services shall be equalized throughout the building at each grade level and similar classes consistent with the practice of providing the least restrictive environment.
- (b) The Board shall provide, during the regular work day, in-service training and orientation for general education teachers and special education teachers who are involved in mainstreaming prior to the mainstreaming of a student. The in-service training and orientation shall include, but not be limited to, a clarification of the teacher's rights and responsibilities as they relate to grading, instruction, communication with parents and support personnel, and reports.
- (c) Teachers shall be provided by the Director of the Office of Specialized Student Services or their designee written guidelines as to the law, District policy, and appropriate persons to contact regarding mainstreaming and special education.

- (d) Students with special needs shall be counted as one (1) in determining a teacher's class load for that portion of the day they are in the classroom.
- (e) The student age range in a classroom and/or caseload shall not exceed the state/federal regulations, rules, or guidelines. Special Education class size maximums shall be as provided in applicable federal and state statutes and the applicable administrative rules for special education. The district will notify at the beginning of each school year, the OPEA with a list of waivers concerning caseload.
- (f) If a teacher attends more than three (3) IEPs during their planning period in a single school year, they will be compensated the rate of \$35 per period, for the fourth missed planning period and every one moving forward for the current school year.
- (g) The work year for teachers in the Department of Specialized Student Services shall be the same as for other teachers in the bargaining unit; however, resource room teachers may request up to an additional one (1) week to complete necessary IEP paperwork prior to the beginning of the school year through written approval from building administrators and the Superintendent (or their designee). If the additional time is pre-approved by building administrators and the Superintendent (or their designee), these teachers will be paid at their daily rate.
- (h) Change of building Level meeting. When a special education/ELL student changes buildings/levels, time shall be allotted for the elementary, middle school and high school staff to meet as a team to plan, group and review best practices and placements for students with a disability.
- (i) The following information shall be made available to teachers:
 - 1) A list of students who are identified with having a disability, 2) resources and consultation that are available, 3) training needs for staff, 4) effective behavior management techniques for that student, 5) assessment procedures to evaluate the appropriateness of the placement and 6) recommendations for the most effective teaching styles with the student.
- (j) Special education caseload managers will provide general education teachers with information (IEP goals, accommodations, IEP at a glance, etc.) regarding students with special needs or ELL students placed in their classes.
- (k) Each building principal, with assistance from the Special Education Department will develop procedures covering fire and weather evacuation plans, first aid and health emergency responses for students whose handicap prevents them from independent mobility or whose physical condition is fragile.
- (l) Paraeducators are responsible for toiletry needs of students with severe disabilities, however, the teacher is responsible when that person or persons are not available. All needs of the students must be met regardless including and not limited to the use of appropriate equipment such as: a lift, a changing

table at the appropriate height and any consumables.

- (m) Medications should be limited to those required during school hours such as a school nurse or other trained professionals who have the knowledge and skills to administer or assist in the administration of medication to students which are necessary to maintain the student in school and those needed in the event of an emergency. There shall always be two adults present when medicine is administered. These guidelines do not prohibit any school employee from providing emergency assistance to a student.
- (n) When a special education/medically fragile student requires special restraints, procedures or accommodations outside what is reasonably expected within the traditional classroom, general education and special education teachers who provide services to these students, shall be provided with appropriate and necessary training in order to provide services in compliance with such students' individualized education plan.

1. General Education Teachers need:

- To better understand the legal obligations involved with certified students, accommodation needed, support available and the responsibility to initiate the contact with special education if the student is not achieving.
- To be knowledgeable about certified and at-risk students.
- To implement methods to provide for student's success.
- To assess student's abilities and appropriateness of course placement during the first three weeks of semester.
- To contact the special education/ELL teacher, if student is not succeeding.
- To collaboratively plan with special education/ELL teacher.
- To maintain primary responsibility in the content area expertise.
- To participate in Individual Education Plan Committee IEPC meetings.
- To modify/accommodate instruction, assignments, and tests based on students' English language proficiencies.
- To not give a Limited English Proficiency (LEP) student a failing grade based on lack of English proficiency nor a student on an IEP a failing grade based on their disability. LEP/IEP students should not receive failing grades unless their lack of performance on Modified/accommodated instruction warrants grades
- To hold LEP/IEP students accountable for the learning for which they are capable of, but not penalized for their limited language proficiency or their disability.

2. Special education teacher in co-teaching arrangements need:

- To be familiar with the district's core curriculum for the class.
- To support content instruction and student achievement with alternative strategies, material, accommodations and supports for all student in the class.
- To work collaboratively with the general education co-teacher to

determine the appropriateness of course placement and essential course objectives for the students served by special education.

- To regularly monitor progress of the student receiving services in the class and implement methods to provide for the student's success.
- To work collaboratively with the general education teacher in determining grades of the student with disabilities.
- To work collaboratively in areas of effective classroom management and behavioral interventions and planning.
- To take primary responsibility for communicating with the general education teacher and parents of students with special needs in those classes.
- To work collaboratively with the general education co-teacher to deliver instruction.

9.8 **Section 504 students**

- (a) A time frame of thirty (30) school days will be followed for completion of the identification, evaluation, and, if necessary, development of a Section 504 Plan for each student who is referred pursuant to the School District's Section 504 policy. In extenuating circumstances the 504 team will agree on a reasonable time to complete the 504 implementation process.
- (b) Initial Evaluation/Initial meetings will consist of a 504 team to be designated by the building 504 coordinator.
- (c) Teachers shall be relieved of teaching duties during their involvement in diagnostic interpretations meetings, if they are unable to meet during their conference period, before school or after school hours. Teachers required to attend 504 meetings shall be relieved of teaching duties during their involvement in said meeting, if they are unable to meet during their conference period, before school or after school hours.
- (d) When a student, who has qualified for Section 504 accommodations changes buildings/levels, time shall be allotted for the elementary, middle school and high school staff to meet as a team to plan, group and review best practices and placements for students.
- (e) The District is committed to following Section 504 as outlined by Federal Law and in collaboration with OPEA staff and District administrators, a District Guide Book and protocols.

ARTICLE 10. WORKING SCHEDULES

- 10.1 (a) The normal working day for all elementary and secondary schools shall be seven (7) hours and five (5) minutes. The normal day shall include a lunch period of no less than thirty (30) minutes for secondary teachers. Lunch period at the elementary level shall be for forty (40) minutes to account for proper passing time (30 minute duty free lunch with 5 minutes to walk down and 5 minutes to walk back).

All Secondary and Elementary teachers shall report to their building ten (10) minutes prior to the start of school day. Secondary teachers will remain ten (10) minutes after the end of the school day and Elementary teachers will remain five (5) minutes after the end of the school day. The five (5) fewer minutes at the elementary level is to support an equitable work day at both elementary and secondary levels.

These fifteen (15) or twenty (20) minutes shall be unencumbered work minutes.

(b) Secondary.

1. Secondary schools shall begin no earlier than 8:00 a.m.
2. Secondary schools shall end no later than 2:53 p.m.
3. Middle School Advisory time (if opted) shall be attached to the end of sixth (6th) hour or other mutually agreed upon time and will be thirty (30) minutes long. Advisory will consist of study hall time, student meetings, and other items that can be done to avoid interrupting normal class time. Furthermore, this time is unplanned, with any content being provided by the designated Advisory Coordinator.
4. High School Advisory time (if opted) shall be attached to the end of the second (2nd) hour on Tuesday and Thursday and will be thirty (30) minutes long or during an agreed upon time. Class times shall be adjusted shorter on these days to meet the start and end times of the school day. Advisory will consist of study hall time, tutoring, student meetings, and other items that can be done to avoid interrupting normal class time. Furthermore, this time is unplanned, with any content being provided by the designated Advisory Coordinator.

(c) Elementary School.

1. Elementary schools shall begin no earlier than 8:15 a.m.
2. Elementary schools shall end no later than 3:15 p.m.

- 10.2 All teachers shall have a duty-free lunch period except for teachers who are scheduled for "on-call" duty because their assistance may be required for an event of an emergency nature. All teachers shall be scheduled for a daily planning period.
- (a) Secondary teachers shall have no more than five (5) assigned periods each school day. Every effort will be made to assign Secondary teachers no more than three (3) different course preparations. If a teacher is assigned four (4) or more preparations, the teacher shall not be required to accept a non-paid sponsorship.
 - (b) Elementary school teachers shall have two hundred and 50 (250) minutes of planning time per week. The times for the planning periods will be scheduled by school administrators. These Elementary teacher planning times will coincide with students' special classes (e.g., art, physical education, music, library media, etc.) five (5) days per week for fifty (50) minutes each. These five (5) planning periods are to be used by the classroom teachers for their classroom preparation but may include one (1) planning period scheduled for a common data team meeting.
- (Note – the 250 minutes = five (5) fifty (50) minute specials per week. Planning time does NOT include before and/or after school time.)
- (c) Teachers in the following configurations shall have a common planning period where possible:
 - 1. Team teaching (defined as two (2) or more teachers concurrently instructing a single body of students)
 - 2. Collaborative/platoon teaching (defined as two (2) or more teachers teaching two (2) or more bodies of students in a rotational configuration).
- 10.3 Special subject teachers in elementary school shall have a minimum of five (5) minutes between teaching assignments.
- 10.4 Master schedules for all teachers in a school building shall be made available, and the OPEA may post a copy of the master schedule on the designated bulletin board in each building.
- 10.5 Extra-duty assignments shall not conflict with nor take precedence over a teacher's regular school assignment and responsibilities without appropriate arrangements being made by the building administrator for a substitute teacher if required. All affected teachers will notify building administration as soon as possible.
- 10.6 A teacher may not leave the building during the assigned school day, except during the teacher's lunch hour, without approval of a school administrator.
- 10.7 Teachers shall be notified in writing of any changes in their teaching programs and schedules for the ensuing year; including the school to which they will be assigned; the grades and/or subjects they will teach and any special or unusual class

assignments that they will have, not later than the last student day of the school year. Should circumstances or conditions arise which result in a change in teaching assignment subsequent to the last student day of the school year, the teacher shall be notified in writing of the reason for the change as soon as the Administration determines the need for such change.10.8

- 10.8 Any elementary or secondary teacher teaching through their planning period (either planning time at elementary or a sixth hour at the secondary level) will receive one-sixth (1/6) of his/her daily wage as defined in 23.4 as compensation for that extra time.

ARTICLE 11. TRANSFERS

11.1 **Definition.**

- (a) Transfer shall mean the movement of a teacher from one position to another:
 - 1. A grade level change within an elementary building;
 - 2. An assignment change within a department or departments in a secondary building;
 - 3. An assignment change in departments that are K-12 (special education, art, music, physical education, media, multi-lingual/English as a Second Language, speech therapist); or
- (b) A transfer is voluntary when it is requested by the teacher on his/her own or on request by the teacher at the suggestion of the Administration.
- (c) A transfer is involuntary when it is not requested by the teacher.
- (d) Qualification: All teachers must be properly certificated
- (e) Elementary shall be defined as Grades K-5 and secondary as 6 -12 all subjects for purposes of this section.

11.2 Before an involuntary transfer is effected, the district shall contact the teacher.

11.3 A vacancy shall be defined as a position that the Board wishes to fill, within the bargaining unit, presently unfilled, including newly created positions as well as such positions currently filled but anticipated to be open in the future for one (1) semester or more.

11.4 A teacher may submit a request in writing to the Department of Human Resources by March 15 each year for the following school year.

ARTICLE 12. REDUCTIONS IN PERSONNEL

12.1 Definition.

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

- (a) The Association shall be provided a list of teachers to be issued layoff notices. The list shall provide the following information about each teacher:
 - 1. Name
 - 2. Present school
 - 3. Present grade/subject area
 - 4. Certification
 - 5. Majors and minors
 - 6. Seniority date
- (b) The Board shall give written notice to the affected teacher to be laid off. Probationary teachers can be laid off at any time.
- (c) The Board shall give written notice of the recall from layoff by sending a registered letter to said teacher at his or her last known address. It shall be the responsibility of the teacher to notify the Board of any change in address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall, or other notice to the teacher.
- (d) Teachers recalled from layoff shall retain accumulated sick leave, seniority, and shall be returned to the step on the salary schedule held at the time of layoff. The Board shall rescind the letter of layoff for any teacher as soon as sufficient information is available to warrant such action.
- (e) Employees recalled from layoff by October 1 who have paid the cost of their group insurance benefit(s) available through the Board for the month of September shall have the cost of said coverage(s) reimbursed by the Board.
- (f) When recalled from a layoff, a teacher's individual contract is subject to the terms and conditions of this Agreement. It is specifically agreed that this Article takes precedence over and governs the individual contract and the individual contract is expressly conditioned upon this Article.

ARTICLE 13. LEAVE DAYS

- 13.1 Definition and Professional Use of Personal Leave Days - Leave Days are a benefit provided to the Teacher and should be used professionally and during a time of need.
- (a) At the beginning of each school year, all Teachers shall be credited with fourteen (14) Personal Leave Allowance Days. Leave Day Banks will be prorated based on 1.4 days per working month for partial FTE's and less than a full year employment due to a late hire or early departure.
 - (b) Professional use of Personal Leave Days may include, but are not limited to, personal illness, temporary physical disability of a Teacher, illness in the immediate family, death of a non-immediate family member, or temporary physical disability of an immediate family member.
 - (c) Notification of an absence shall be made in a manner determined by the District (ex. Willsub).
 - (d) Personal Leave Days may also be needed for Personal Business. Personal Business may be needed for personal or private business such as a major life event (birth of grandchild, marriage, graduation out of state, closing on a house, etc.).
 - i. A 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 accompanied with a doctor's note or approved specifically by the Superintendent or designee. Once approval is granted, it will not be rescinded.
 - ii. Personal Leave Days should not be used for vacation.
 - (e) Should a teacher's absence exceed three (3) consecutive days, administration may request documentation verifying the absence.
 - (f) Immediate family of the Teacher shall be defined as: spouse, parents, child(ren), siblings, grandparents, grandchildren, and step-relatives of both the Teacher and the Teacher's spouse as well as others approved by the Superintendent or his/her designee.
 - (g) In addition to the above leave days, a teacher shall be allowed up to three (3) days for any death in the immediate family (not to be deducted from the Leave his/her designee. In extenuating circumstances (ex. out of state travel), 2 additional Bereavement days may be granted to be deducted from the Employee's Leave Bank.
 - (h) Days for Religious Holidays shall be granted upon submission of a written request by the teacher at least two (2) days in advance to the building principal or his/her direct supervisor. Days used for Religious Holidays will not be deducted from a Teacher's Leave bank and no more than two (2) per school year.

13.2 A teacher may accumulate a maximum of one hundred and eight-five (185) days in their Leave bank. If a teacher leaves the employment of the District, or serves in an unpaid capacity for one semester or more, that teacher's annual leave allowance shall be prorated accordingly. Unused sick days above one hundred eighty five (185) days shall be assigned to the Central Sick Bank prior to the beginning of the next school year. It is understood that money for unused sick days paid at retirement (Article 8 – Retirement) is capped at one hundred eighty five (185) days and this is not grievable.

In the case of resignation of a Teacher, the excess use of sick leave and personal business days will be prorated and the remainder of the salary reduced by this proration.

13.3 **Central Sick Bank**

- (a) Each teacher, upon their date of initial employment, shall deposit one (1) day of personal leave from his/her bank into the Central Sick Bank.
- (b) Upon request from the OPEA, additional deposits from all bargaining unit members shall be honored.
- (c) Withdrawal from / use of the Central Sick Bank shall be at the discretion of the OPEA Central Sick Bank Committee and governed by OPEA Policy and supported with paper work required by the District, State and Federal policies.

13.4 Professional Business - Each Teacher may, with the approval of the Superintendent, or his/her designee, be granted:

- (a) One (1) day per year, with administrative approval, with full pay, for the purpose of visiting other approved classrooms either in or outside the District, (with a secure substitute).
- (b) With administrative approval, and with full pay, release time to attend educational workshops may be granted, and any other approved activities that are conducive to professional growth that align with the Districts Mission, Vision and Goals. Days not approved will be deducted from the Teachers Personal Leave Day bank.
- (c) If possible, all requests for professional business absences shall be submitted to the Principal at least two (2) weeks before the anticipated day of absence.

13.5 **Worker's Compensation.** Absence due to injury, illness, or disease incurred in the course of the Teacher's employment shall not be charged against the Teacher's accumulated sick leave allowance, unless the Board pays to the Teacher the difference between the Teacher's salary and the benefits received under the Michigan Worker's Compensation Act for the duration of the accumulated sick leave allowance.

13.6 **Legal Proceedings.**

- (a) Jury Duty: A Teacher who is called for jury duty during the normal work day

shall be compensated for the difference between his/her daily teaching rate and the pay received for the performance of this civic obligation.

- i. Upon receipt of compensation from the court, a Teacher shall submit the provided documentation from the court by submitting the amount received to be deducted from the following pay period.
 - ii. The day(s) of absence shall not be deducted from the Teacher's sick leave allowance.
- (b) Employment Related: A Teacher who is called to testify before any judicial or administrative tribunal and/or arbitrator, mediation or fact finding proceeding(s) during the normal work day, shall be compensated for the difference between his/her daily teaching rate and pay received for the performance of the obligation.
- The day(s) of absence shall not be deducted from the Teacher's sick leave allowance.

13.7 Excessive Absences.

- (a) The Board may require proof of illness by the statement of a doctor if the illness exceeds three (3) consecutive days.
- (b) A Teacher absent ten (10) or more consecutive work days because of illness, injury or physical disability shall, on his/her return and before resuming his/her duties, provide the Department of Human Resources with a statement signed by a physician indicating the nature of the illness, injury or physical disability and a certification of fitness for the Teacher to resume his/her normal duties.
- (c) If, for any reason, the District requests an Employee to have an additional examination by a physician of its choice, such an examination shall be at the expense of the District. If the examination happens during working hours, the Employee will be provided with a substitute (if needed) for the duration of the visit, and no leave time will be charged to the Employee's leave bank. If the examination is scheduled after working hours, the Employee will be compensated for travel time and appointment time at the Unified Hourly Rate ([Article 23.4](#)).

13.8 Any Teacher, who had previously arranged a paid absence, shall not be charged for the day if school has been canceled.

ARTICLE 14. LEAVES OF ABSENCE

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

- (a) Requests - A non-probationary teacher shall be granted a leave of absence upon written request to the Board through the Department of Human Resources as set forth in this Agreement. Requests shall be submitted to the Department of Human Resources at least forty-five (45) calendar days prior to the commencement date of the leave. Leaves of absence for any purpose other than childbirth or adoption, medical or critical care of the following members of a teacher's immediate family -- child, spouse or parent -- or military leave shall be at the discretion of the Department of Human Resources if a teacher has had a leave of absence for other than similar (childbirth, adoption, medical, critical care or military) purposes in the preceding three (3) years.
- (b) Length of Leave - All leaves of absence shall be up to a maximum of one (1) year. Extensions of leaves of absence for a total of not more than one (1) additional years may be approved at the discretion of the Superintendent. A written request for a second year of a leave of absence must be submitted to the Department of Human Resources by March 15 of the first leave of absence year.
- (c) Notification of Availability to Return - A letter of availability to return from leave shall reach the Department of Human Resources no later than March 15 of the school year preceding the date of return. The District shall notify employees on leave, no later than February 15, of their responsibility to inform the District regarding their return from leave. If a leave shall terminate at a time other than the beginning of a school year, such letter of availability shall reach the Department of Human Resources no later than sixty (60) calendar days preceding the termination date. Failure to comply with the above shall result in the forfeiture of any seniority accumulated during the leave or an amount of seniority equivalent to the length of the leave from previously accumulated seniority.
- (d) Reinstatement from Leave - A teacher returning from any leave granted by the Board shall be returned to a position for which he or she is certified and qualified. For leave of absence of one year or more a teacher shall be reinstated to a position for which he or she is certified and qualified. Return from leave shall be to the same step on the salary schedule, seniority, and sick leave accumulation earned by the teacher prior to the leave of absence.
- (e) Early Return - Teachers shall have a right to return from a leave prior to its expiration date. However, they will be reinstated to a position if a vacancy exists for which they are certified and qualified, providing notice of desire to return early has been given to the Department of Human Resources at least fifteen (15) days prior to the date the position becomes vacant. There will be no loss

of job security for refusing positions prior to the end of the leave.

- (f) Working While on Leave - Any employee who, while on a leave of absence from Oak Park Schools, engages in education work for remuneration that is not specifically approved by the Superintendent as a condition of leave shall forfeit his/her eligibility to return to Oak Park Schools.

14.2 **Short Term Leaves**

- (a) **Armed Forces** - A leave of absence shall be granted a teacher who is inducted or enlists for one period of enlistment in any branch of the Armed Forces of the United States. Reinstatement upon completion of such service shall be in accordance with the requirements of the applicable laws of the United States. Regular salary increments shall accrue.

- (b) **Military Leave of Absence for Annual Training**

1. A teacher shall be granted a short-term military leave of absence for an annual active duty training period during the school year, as defined by the school calendar. Such leave of absence shall not exceed a total of seventeen (17) consecutive days.
2. The teacher shall be paid the difference between his/her military pay (excluding travel and/or subsistence allowance) and his/her base rate of pay as a teacher. The teacher shall receive his/her regular salary during such military duty. S/he shall reimburse the school district any amount due within one week after return from such military duty.
3. The teacher shall submit a certificate (or copy of official orders) from his or her commanding officer, prior to departure for such duty indicating the military rank of the teacher and the exact date of such duty.

- (c) **Elected Public Office Leaves** - A member of the Association, who is a tenure teacher, elected to any local, state or federal office, or MEA/NEA Office may make application to the Board for a temporary leave of absence without pay, for a period of time not to exceed the term of office to which that member has been elected and upon receipt of such application, such leave shall be granted by the Board.

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

- (a) Paid sick leave shall be in accordance with [Article 13](#), Leave Days.
- (b) Leaves of absence under this provision shall be granted or extended upon recommendation of the teacher's physician. Upon the expiration of such leave the teacher will be returned to employment subject to provision of a

statement from his or her physician certifying fitness to return to duty. A teacher certified by his or her physician to be fit to return to duty prior to the expiration of the leave will be returned according to the provision of 14.1 (e) above.

- (c) Notification of Availability to Return - A letter of availability to return from leave shall reach the Department of Human Resources office no later than March 15 of the school year preceding the date of return. The District shall notify employees on leave, no later than February 15, of their responsibility to inform the District regarding their return from leave. If a leave shall terminate at a time other than the beginning of a school year, such letter of availability shall reach the Department of Human Resources no later than sixty (60) calendar days preceding the termination date. Failure to comply with the above shall result in the forfeiture of any seniority accumulated during the leave or an amount of seniority equivalent to the length of the leave from previously accumulated seniority.
- (d) Reinstatement from Leave - A teacher returning from any leave granted by the Board shall be returned to a position for which he or she is certified and qualified. For leave of absence of one year or more a teacher shall be reinstated to a position for which he or she is certified and qualified. Return from leave shall be to the same step on the salary schedule, seniority, and sick leave accumulation earned by the teacher prior to the leave of absence.
- (e) Early Return - Teachers shall have a right to return from a leave prior to its expiration date. However, they will be reinstated to a position if a vacancy exists for which they are certified and qualified, providing notice of desire to return early has been given to the Department of Human Resources at least fifteen (15) days prior to the date the position becomes vacant. There will be no loss of job security for refusing positions prior to the end of the leave.
- (f) Frequent absence by an employee for reasons of sickness or physical disability may be considered good and sufficient cause to place the employee on leave of absence providing the employee has exhausted all accumulated sick days and all approved sick bank days. The placing of an employee on leave shall be consistent with the terms of the Teacher Tenure Act.
- (g) Recognizing that the purpose of a probationary period is to provide the Board an opportunity to observe the work performance of a teacher, it is understood that time off under these provisions and 15.1 (d) above shall not be counted toward completion of a non-tenured teacher's probationary period.
- (h) Employees on unpaid leave of absence under these provisions (14.3) will receive seniority credit for up to one (1) year.
 - 1. It is specifically recognized that a pregnant teacher may utilize paid sick leave days or unpaid leave of absence for any period of disability

associated with childbirth. Furthermore, any teachers adopting children shall qualify for all of the provisions herein. Any teacher in the system who becomes pregnant or requires time off for post-childbirth care, or post-adoption care, shall be eligible for same subject to the following terms and conditions:

(a) Maternity Leave A teacher may take a short-term leave to commence when the teacher and her physician determine that the teacher can no longer carry out her necessary teaching duties and to terminate when her physician determines she is able to return to work. If this option is chosen the teacher may use paid sick leave days.

1. A teacher may take a leave of absence under the provisions of 14.3 above to commence at the conclusion of the period of disability. Paid sick leave days may be utilized to cover the period of disability preceding the unpaid leave of absence.
2. Utilization of sick leave days under (a) above may be waived at the teacher's option.
3. Paternal leave. A teacher may take a leave of absence under the provisions of 14.3 above to commence at the time of the birth of a child. Paid sick leave days may be utilized to cover the period. Utilization of sick days may be waived at the teacher's option.
4. In the event of miscarriage or death of the child of the leave during the period of disability, the leave of absence will be terminated upon the request of the teacher. She shall be returned to the position she had prior to the leave. The placing of an employee returning from leave shall be consistent with the terms of the Teacher Tenure. The granting of any such leaves, as described above, will in no way interrupt seniority and other rights attendant thereto.
5. A teacher may take a leave of absence under the provisions of 14.3 should they be suffering from postpartum depression, or other identified issue, or if they are caring for a spouse or significant other (member of the household) so long as the leave is properly certified under FMLA Protocols.

ARTICLE 15. WORKERS COMPENSATION

- 15.1 **Worker's Compensation.** Any teacher who is disabled or injured in the line of duty shall receive such compensation and expenses as are prescribed by law plus the difference between his/her regular salary and compensation benefits. There shall be no loss of accumulated sick days for a period of seven (7) calendar days.
- 15.2 After this period of seven (7) calendar days, sick days may be deducted upon the written request of the teacher on a prorated basis. The loss of sick days shall be prorated on the ratio of the supplementary pay by the Board to the teacher's regular daily pay. The Board shall be under no obligation to continue supplementation of Worker's Compensation benefits upon exhaustion of the teacher's individual sick leave accumulation. (Deduction begins after seven (7) calendar days.)
- 15.3 If an employee has used all of his/her individual sick leave accumulation, s/he will be permitted to apply for days from the Central Sick Bank under the guidelines of Article 13.3. The loss of Central Sick Bank days shall be prorated on the ratio of the supplementary pay by the Board and up to three-tenths (0.3) of a day and shall not exceed the teacher's regular daily pay. These days will be charged as one (1) day for every three (3) days or Worker's Compensation Benefits. Supplemental daily wages either through personal sick leave time or central sick leave time may not exceed one (1) year from the date of the accident.

ARTICLE 16. STRIKE PROHIBITION

- 16.1 The Association shall not cause, engage in or sanction any strike or refusal to perform the duties of employment by any bargaining unit personnel and no bargaining unit personnel shall cause or participate in any duties or refusal to perform the duties of his/her employment.
- 16.2 Any violation of this Article shall entitle the Board to reschedule any days lost as a result of such action. No such rescheduling shall entitle any employee to additional compensation.

ARTICLE 17. ADVISORY COMMITTEE

- 17.1 From time to time either the Board or the Superintendent may request the advice and recommendations of teachers in furtherance of the development and implementation of the best possible educational programs for the Oak Park School District. To this end, teachers' committees shall be appointed from time to time to consult with the Superintendent or the Board so that there may be a full and free exchange of information and opinion. Any such teachers' committees shall be made up of a selection of participants both chosen by the Superintendent (or their designee) and the Association (or their designee). Every attempt shall be made to ensure full participation and respect the recommendations of all parties. The OPEA may initiate discussion of the establishment of such committees. Service on any committee shall be voluntary.
- 17.2 Teachers shall participate in the selection of textbooks, and/or other instructional materials when a change in or addition to such materials is contemplated. Teachers have the professional deference to make day-to-day curriculum decisions on, and deviations from, established curriculum. The Association and the District agree to meet at least once a year, on a grade-level and/or content area basis, to review curriculum. Final responsibility for selection and adoption of textbooks and other instructional materials rests with the Board.

ARTICLE 18. NON-CLASSROOM OPENINGS

- 18.1 (a) An opening will be defined as a non-classroom position that the Board wishes to fill and which will be open for one (1) semester or longer. If an employee is on paid leave and the Board fills the position, it shall be on a temporary basis until the employee returns or indicates that s/he will not be returning.
- (b) In filling openings in other than classroom assignments within the Bargaining application shall be given an opportunity to make application for such openings.
- (c) The following is a non-exhaustive list of non-classroom positions:
1. Guidance Counselor
 2. School Psychologist
 3. Speech and Hearing Therapist
 4. Social Worker
 5. Physical Therapist
 6. Occupational Therapist
- (d) The lead administrator will follow the District Hiring Process as outlined by the Department of Human Resources. The Hiring Process will include OPEA staff members to serve on the hiring committee and to build the capacity of leadership district-wide.
- 18.2 Openings in other than classroom assignments within the Bargaining Unit shall be communicated to all OPEA Members by email sent by the Department of Human Resources and by posting the vacancy notice on the website. The qualifications for such assignments shall be stated in the vacancy notice.
- 18.3 When such openings occur during the year, teachers shall be notified at least ten (10) calendar school days prior to the date set for the deadline for receiving applications for such openings.
- 18.4 When such openings develop during the summer months the announcement of such opening and the qualifications thereof shall be communicated in the same manner as outlined in 18.2 & 18.3.
- 18.5 The Superintendent or designee shall notify each applicant of the receipt of his/her application.
- 18.6 Applicants who are not granted interviews for such openings shall be notified in writing.
- 18.7 After the Department of Human Resources or lead administrator has determined the applicants qualified to fill the vacancy and to be considered therefore, then such applicants shall be interviewed by the Interview Committee/Panel.

18.8 **Review Committee.** The lead administrator will follow the District Hiring Process as outlined by the Department of Human Resources. The Hiring Process will include OPEA staff members to serve on the hiring committee and to build the capacity of leadership district-wide.

ARTICLE 19. TEACHER APPLICANTS TO ADMINISTRATIVE POSITIONS

- 19.1 Final interview committees for any district cabinet level or school administrative level positions will be identified by the lead administrator following the District Hiring Process, as outlined by the Department of Human Resources. The committee shall include at least the OPEA President (or their designee) and may include other OPEA members who are identified as stakeholders to the position in question.

**ARTICLE 20. GRADE AREA LEADERS (GAL), CONTENT AREA LEADERS (CAL) AND
EXTRA-CURRICULAR POSTINGS & SPONSORSHIPS**

- 20.1 All system-wide extra-curricular sponsorships shall be made known to the Bargaining Unit membership by posting through all-staff emails through the Department of Human Resources during the school year. A reasonable time, not less than ten (10) calendar days shall be given for all interested bargaining unit members to apply prior to the date on which the position is to be filled.
- 20.2 All extra-curricular sponsorships not critical to the opening of school shall be filled at least ten (10) days prior to the start of the activity in the manner prescribed above in Section 20.1.
- 20.3 All extra-curricular activities per Schedule B and C will be posted through the Department of Human Resources based on a vacancy. Building administrators will keep a list of all Schedule B and C positions staffed at their buildings; these lists will be made available to all staff, new and returning, at the beginning of every school year.
- 20.4 No teacher shall sponsor more than two (2) extra-curricular activities unless there are no qualified persons willing to accept such sponsorships.
- 20.5 All sponsors of extra-curricular activities shall be paid in accordance with Schedule C. Salaries for sponsorships of extra-curricular activities not provided in Schedule C shall be negotiated using the metrics of Schedule C with the OPEA.
- 20.6 Stipends for extra-curricular sponsorships may be divided among co-sponsors in an equitable manner as determined with the building principal.
- 20.7 All posted extracurricular and coaching positions shall be filled with bargaining unit members, provided that the bargaining unit applicant(s) possesses at least equal qualifications to those of non- bargaining unit applicant(s).

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

- 20.8 An appropriate administrator and OPEA representative will meet to identify criteria for starting, reviewing, compensating, and evaluating newly proposed Schedule B & C activities. Furthermore, the OPEA and Administration will meet to determine policies and procedures for removing a sponsor from an activity, and again shall meet to discuss removal should the need arise. These new criteria and activities will be jointly agreed-upon by both Administration and the OPEA.

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

- 20.9 An extra-curricular sponsorship may be dropped by the Administration for lack of sufficient participation. Sufficient participation shall be determined by the

Administration after consultation with the teacher sponsor and the OPEA.

- 20.10 Contracts shall be issued for extra-curricular sponsorships and interscholastic sports activities prior to the start of the season/activity.
- 20.11 An extra-curricular sponsorship may be removed or temporary placed on hold by the Administration for lack of sufficient participation. Sufficient participation shall be determined by the Administration after consultation with the teacher sponsor and the OPEA.
- 20.12 An award letter shall be issued for extra-curricular sponsorships and interscholastic sports activities at the time of the hire.
- 20.13 Extra-curricular postings not indicated in Schedule C (such as tutoring) shall be paid at the Hourly Rate (Article 23.1). Determination of what does and does not fall within the confines of Schedule C shall be negotiated collaboratively between the Association and the District.
- 20.14 Content Area Leaders (grades 6-12) and Grade Area Leaders (grades K-5)
- (a) Content Area Leaders (CAL) and Grade Area Leaders (GAL) are selected to work with building administrators and the Department of Teaching and Learning led by the Assistant Superintendent, to develop, articulate, and implement a systemic K-12 curriculum, aligned assessments that is consistent with the Common Core Curriculum and specific to District needs. GAL and CAL positions are non-supervisory and non-evaluative of other staff.
 - (b) The responsibilities of the Content Area Leaders (grades 6-12) or Grade Area Leaders (grades K-5) include but are not limited to: Serve as a school building resource to staff regarding current practices, trends, research, and professional development opportunities in a given content or grade area.
 - 1. Serve as a school building resource to staff regarding current practices, trends, research, and professional development opportunities in a given content or grade area.
 - 2. Serving as a District representative at the county and state levels.
 - i. Attend content area meetings at Oakland Schools and MDE when applicable.
 - ii. Share turn-key information and resources back to the departments and grade levels for implementation.
 - 3. Ensure that all district curriculum is upload to Atlas Rubicon (or other online curriculum warehouse) and made accessible to all stakeholders.
 - 4. Participate in District curriculum studies as they relate to a given content areas and grade levels that may result in the adoption of new curricular

resources.

5. With guidance from the Department of Teaching and Learning and in collaboration with building administrators, provide leadership in curriculum development, instructional methodologies, technology and material selection.
 6. Collaborate with colleagues, to identify the needs as it relates to curricular materials, equipment, labs, etc. and make recommendations based on the allocated budget for the building and each department.
 7. Lead cycles of inquiry about student data for the purpose of informing aligned curriculum, instruction and assessments across the district.
 8. Communicate expectations led by the building leaders as it relates to PLC work and being available to offer support to teachers throughout the PLC process.
 9. CALs and GALs meet a minimum of one (1) time per month led by the Department of Teaching and Learning and bi-weekly with the building administrator.
 10. CALs and GALs meet with new staff members and set them up for success in the school buildings department or grade levels as it relates to curriculum (Atlas Rubicon), materials, textbooks, etc.
- (c) Compensation for CALs and GALs will be a stipend as determined in Schedule C of this Agreement. In instances where a CAL or GAL position is split (with prior building administrative approval) among two individuals, the stipend will be divided equitably.
- (d) CALs and GALs positions are extra duty assignments that require work outside of the school day. Vacancies shall be posted and filled in accordance with the hiring process as outlined by the Department of Human Resources the terms and conditions of Schedule C of this Agreement. It is the expectation that CALs and GALs assignments represent a three (3) school year commitment. However, it is recognized that circumstances may arise where it is necessary for either the District or the bargaining unit member to abbreviate the individual's service as a CAL or GAL. If this occurs, the parties will cooperate in providing reasonable notice to one another in the interest of facilitating transition of responsibilities.
- (e) The CAL and GAL positions will be selected by a committee which include but not limited to members of the Teaching and Learning Department, building administration and an equal number of teachers.
- (f) At the end of the three (3) year cycle, the position will be reposted to allow an opportunity for a new teacher to apply.
- (g) If a CAL or GAL is identified as not meeting job expectations, the Assistant Superintendent of Teaching and Learning will contact the building principal

and the OPEA President to implement a plan of action up to dismissal from the position.

(h) CAL and GAL assignments will be as follows:

1. One (1) per Great Start Readiness Program (GSRP) district-wide
1. One (1) per grade level at each elementary building
2. One (1) per department at the middle school level
3. One (1) per department at the high school level
4. One (1) Specials/elective at the secondary level and elementary level
5. One (1) Counselor at each the middle school and high school levels
6. One (1 elementary and 1 secondary) SSW, psychologist or speech pathologist
7. One (1 elementary and 1 secondary) special education teacher
8. Note: Co-CAL are at the discretion of the building administrator and Assistant Superintendent of Teaching and Learning.
9. The Association will meet with the Department of Teaching and Learning and building administrators on an annual basis to review the model and engage in discussion for continued growth and improvement

ARTICLE 21. SUMMER PROGRAMS

Should the district choose to offer summer school in any form, it shall be staffed with OPEA staff employed at that time that are certified / qualified for the position.

ARTICLE 22. ANNEXATION, CONSOLIDATION, AND CONSORTIUMS

- 22.1 In the event that the Oak Park Public Schools are forcibly or voluntarily annexed or consolidated through action taken by the courts, the State of Michigan, State Board of Education, Intermediate School District to or with another district(s), teachers of the Oak Park Public Schools shall retain their tenure status or probationary status that would have been afforded had no annexation taken place.
- 22.2 Annexation or consolidation through action taken by courts, the State of Michigan, State Board of Education, Intermediate School District, or electorate shall not cause a teacher to lose or reduce leave rights, salary, salary status, fringe benefits, employment, or other rights provided for in this Agreement.
- 22.3 The parties likewise agree that any and all rights granted to or retained by the Board of Education of Oak Park Schools shall also be granted to or retained by the Board of Education of the newly consolidated or annexing district, with respect to teachers formerly of Oak Park Schools, in the event of such action.
- 22.4 Prior to an agreement between the Oak Park Board of Education and another district(s) on consortiums which affect the OPEA, the President of the OPEA (or designee) will meet and confer with Oak Park administration as to the purpose, structure, procedures, and working conditions of the consortium.

ARTICLE 23. COMPENSATION

- 23.1 The hourly rate for work such as tutoring and summer school shall be thirty dollars (\$30.00) per hour.
- 23.2 The hourly rate of pay for teachers serving on Curriculum Committees, outside of the school day, or summer workshops or the hourly rate of pay for teachers who attend in-service pursuant to Article 7.13 (e) shall be twenty-four dollars (\$24.00) per hour.
- 23.3 In the event a teacher accepts a teaching assignment during his/her planning period, or in lieu of his/her planning period, or an ancillary staff member is pulled from their daily duties, s/he shall receive compensation of thirty five dollars (\$35) per hour.
- 23.4 A teacher's daily wage shall be computed on the basis of the following formula: Basic contract salary divided by number of contract days for the year in which the calculation occurs.
- 23.5 Teachers authorized to use their personal automobiles while on school business shall be reimbursed at the IRS maximum allowable rate per mile in effect September 1 of each year. All such mileage shall be recorded upon a voucher to be provided by the Board. Compensation for this time shall be made only if teachers actually perform such duty.
- 23.6 The work year for counselors, school social workers, school diagnosticians, and teachers in the Office of Specialized Student Services. The employees stated above may request in writing up to an additional one (1) week to complete necessary IEP paperwork prior to the beginning of the school year. If the additional time is pre-approved by building administrators and the Superintendent (or their designee), these teachers will be paid at their daily rate.
- 23.7 General Education elementary teachers with split grade classrooms shall receive eight hundred dollar (\$800.00) stipend at the end of every semester.
- 23.8 **Attendance Incentive/Buy Back.** Ten (10) days can be returned to the District at the end of each school year for one thousand (\$1000) dollars. This can only be leave days that were earned in the current school year.
- 23.9 **Achievement Incentive.** Student achievement incentive Schools that reach the top two (2) colors (green or lime green rating) or the top two (2) letter grades (A or B) as results reported by the Michigan Department of Education, would have a stipend awarded to their teaching staff in the amounts of \$300, \$350, \$400 or \$450 dollars, each year of the contract as long as the school maintains that status. Teachers must be present 98% of the work days with the school year to receive

the bonus.

23.10 **Longevity Compensation.** Starting in the 2021-22 School Year (and beyond) teachers who have been employed with the Oak Park Public School District for 15 or more continuous years, will receive an additional service credit allowance each year as listed below. This pay is in addition to their salary listed on Schedule A. This longevity stipend will be split evenly between the last payroll of first (1st) and second (2nd) semesters. Should a teacher retire / resign prior to the end of a semester, the pay will be prorated for the time worked.

15 -19 years - \$1,000 (8 teachers)

20-24 years - \$2,000 (32 teachers)

25 years and beyond - \$3,000 (27 teachers)

23.11 **National Board Certification.** Any teacher who successfully completes the certification process for National Board Certification shall have their pay increased by \$1,000 per year as long as their certification is valid.

ARTICLE 24. CONFORMITY TO LAW - SAVINGS CLAUSE

- 24.1 This Agreement is subject in all respect to the laws of the United States and the State of Michigan with respect to the powers, rights, duties, and obligations of the Board, the OPEA, and employees in the Bargaining Unit and in the event that any provisions of this Agreement shall at any time be held contrary to law then such provisions shall be of no force and effect but all other provisions shall be continued in full force and effect.
- 24.2 The parties agree that should any sections be invalidated by law, the OPEA and the Board shall meet and bargain on proposed new language relating directly to the subject matter of the provision which was severed.
- 24.3 Any economic portion of this Agreement that is not enforced because of questioned legality that later becomes legal, the Board will pay all affected teachers their retroactive monetary benefits as soon as may be done after the legality has been determined.

ARTICLE 25. NEGOTIATION PROCEDURES

- 25.1 **Discussion of Non-Agreement Items.** It is agreed that items not covered by this Agreement but of common concern to the OPEA, teachers, and administrators in the school system may be discussed from time to time. The practice of free and open discussion between the OPEA, teachers, and administrators at all levels is to be preserved and the formulation of an Agreement is not intended to limit the areas of discussion or concern.
- 25.2 **Negotiating Teams.** In any negotiations herein described, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, nor may each party select its representatives within or outside the school district. It is recognized that no final Agreement between the parties may be executed without ratification by a membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- 25.3 **Entire Agreement.** This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms or any terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the Board by reference.
- 25.4 Within thirty (30) days of formal ratification of this Agreement by both parties, a final copy prepared for printing will be presented to the Association for proofreading and execution. Within thirty (30) days of execution by both parties, the Agreement will be sent by the District to the printer. Copies of this Agreement shall be printed at the expense of the Board and will be made available in sufficient quantity for presentation to all teachers plus fifty additional copies for OPEA use as soon as possible following ratification by both parties.
- 25.5 The Board agrees to issue individual contracts to returning teachers by September 15. This date may be changed due to unforeseen circumstances subject to prior notification to the Association.

ARTICLE 26. SCHOOL CLOSING PROVISION

- 26.1 If the number of days or hours falls below required minimums, sufficient days of pupil instruction will be rescheduled and provided on day(s) mutually agreed upon by the School District and the OPEA so as to comply with the number of days and hours under current law.
- 26.2 Dates of make-up days will be negotiated by two (2) representatives of the OPEA and two (2) representatives of the Board. Any agreement reached by the representatives is binding on the Board and the OPEA without formal ratification votes and shall not be grievable.
- 26.3 In the event that school is canceled due to a City/State/Federal emergency and/or inclement weather conditions, the teachers may leave the building thirty (30) minutes after students are dismissed unless otherwise determined by district administration. In the event staff are withheld, the OPEA President shall be informed as to the reason why and the expectations of staff for the remainder of the day. Teachers shall receive their daily rate of pay as long as the school(s) is canceled but shall work on any rescheduled days with no additional compensation, insurance benefits or fringe benefits under the contract.
- 26.4 On such day(s) when pupil instruction is not provided, teachers in the affected building(s) will not be required to work. Teachers will be required to work on the agreed-upon rescheduled day(s) as if it was a regularly scheduled work day.

ARTICLE 27. INSURANCE

- 27.1 (a) Notwithstanding the provisions of this Article, the terms of any contract or policy issued by an insurance company shall be controlling as to all matters concerning benefits, eligibility, and termination of coverage and other required matters.
- (b) The Board, by payment of the premium payments required to provide the coverage set forth herein, shall be relieved from all liability with respect to the benefits provided by the insurance company to provide any of the benefits for which it has contracted, for any reason, shall not result in any liability to the Board of Education, nor shall such failure be considered a breach of any obligation by either of the two organizations.
- (c) Disputes between beneficiaries of employees and any insurance company shall not be subject to the grievance procedure established herein.

27.2 **Hospital-Surgical-Medical-Vision-Dental-Life-LTD Insurance**

- (a) Teachers shall select coverage for hospital-surgical-medical benefits through Michigan Education Special Services Association (MESSA)
- (b) The Board will limit its payment to the Hard Cap Limits as set by PA152. The employee portion shall be paid with pre-tax dollars.
- (c) Teachers married to other teachers who are members of the OPEA are entitled to select Plan A or B below. One spouse shall select Plan A, and the other shall select Plan B, including the cash in lieu of medical insurance.

PLAN A:

A. **Medical Insurance:** Teachers will have the choice of the following medical insurance plans for his/her family under MESSA:

- 1) MESSA Choices:
 - \$500/\$1,000 in-network deductible
 - \$20 OV/\$25 UC/\$50 ER
 - MESSA Saver Rx
 - 0% Co-insurance

- 2) MESSA Choices:
 - \$1,000/\$2,000 in-network deductible
 - \$20 OV/\$25 UC/\$50 ER
 - 3 Tier Mail Rx
 - 10% Co-insurance

- 3) MESSA ABC Plan 1:

- \$1,400/\$2,800* in-network deductible (* or the minimum high deductible amount as determined by the Internal Revenue Service
 - ABC Rx
 - 0% Co-insurance
- 4) MESSA ABC Plan 1:
- \$1,400/\$2,800* in-network deductible (* or the minimum high deductible amount as determined by the Internal Revenue Service
 - ABC Mail Rx
 - 10% Co-insurance
- 5) MESSA Essentials:
- \$375/\$750 in-network deductible
 - \$10/\$25/\$50 OV/\$50 UC/\$200 ER
 - EbM Rx
 - 20% Co-insurance

B. Dental Insurance:

- Delta Dental is the insurance carrier.
- 90% Class I benefits, 80% Class II benefits, 80% Class III benefits, \$1,500 annual maximum.
- 50% Class IV benefits, \$1,300 lifetime maximum.
- Plan B for those covered by another dental plan with internal and external coordination of benefits on both plans. 50% Class I benefits, 50% Class II benefits, 50% Class III benefits, \$1,000 annual maximum; 50% Class IV benefits, \$1,000 lifetime maximum.

C. Vision Insurance:

VSP-3 Gold with internal and external coordination of benefits.

D. Long-Term Disability Insurance:

LTD 66 2/3%. Plan II, 120 calendar day modified fill waiting period, \$3,000 maximum monthly benefit. 5% minimum payout. Alcoholism/drug same as any other illness; mental/nervous same as any other illness, freeze on offsets, family social security offset and cost of living allowance.

E. Life Insurance:

Plan A:

Negotiated life: \$40,000

AD&D: \$40,000

PLAN B:

- A. Teachers who are not enrolled in District provided medical insurance are entitled to \$550 per month for the 2020-2021 school year, \$400 per month for the 2021-2022 school year, and \$300 per month for the 2022-23 school year. To be eligible, annual proof of other qualifying group medical insurance coverage is required.

New employees hired after January 19, 2021 will not receive this payment if they have a spouse working in the school district who receives district health insurance. However, all current employees as of January 19, 2021 are exempt and held harmless from this change to spousal benefits.

- B. Dental Insurance:** Same as Plan A
- C. Vision Insurance:** Same as Plan A
- D. Negotiated Life:** \$50,000
- E. Dependent Life:** \$10,000 spousal, \$5,000 for each eligible child.
- F. AD&D:** \$50,000

- (d) Coverage for which the Board will contribute under the foregoing may be, at the teacher's option, protection for (1) self only, or (2) self and one dependent, or (3) self and two or more dependents, i.e. "full family."
- (e) Teachers may enroll under the "new hire" clause, within thirty (30) days of the date of original employment. Subsequent opportunities to enroll in the above plan shall be provided during enrollment periods specified by the carrier, or within 30 days of a qualifying life event.
- (f) The Board will make monthly contributions on behalf of each subscribing employee for the applicable plan above while s/he is actively employed by and receiving remuneration from the Oak Park School District unless the employee is on leave of absence without pay or there is a termination of employment, including retirement.
- (g) Except for teachers who retire in June, the completion of a full contract year as defined by the negotiated regular school year calendar shall entitle a teacher to twelve (12) months of insurance benefit coverage. In the event of termination of employment prior to the end of the school year, the teacher shall be entitled to insurance coverage at Board expense (less employee portion) through the end of the month in which they terminate. If an employee terminates on the final day of the month, at their option they may choose to retain coverage for an additional 30 days.

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

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

ARTICLE 28. EXTENDED SCHOOL YEAR - OFFICE OF SPECIALIZED STUDENT SERVICES

- 28.1 The calendar year for the Oak Park Specialized Student Services shall be based on the number of days and hours mandated by law.
- (a) The Director of Specialized Services will post for summer vacancies as they arise and/or to fulfill requirements for summer months based on student need. All postings will go through the Department of Human Resources following the hiring process.
 - (b) Teachers working in the Extended School Year Program shall be compensated at their calculated per-diem rate, to be paid on a daily or hourly rate as the situation necessitates.

ARTICLE 29. DRUG AND ALCOHOL USE/ABUSE

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

29.2 The manufacture, use, possession, distribution, sale or offering for sale or distribution of a controlled substance by an employee while on District premises, while engaged in District business, or while participating in or attending a District activity is prohibited. Reporting to work, working or otherwise being on District premises or at a District activity while under the influence of a controlled substance is also prohibited.

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

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

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

29.3 **Definitions.**

- (a) District Premises. The term "District Premises" as used in this Article includes, but is not limited to: (1) all buildings and facilities of the District, and the property adjacent to them, including fields and parking lots; and (2) District owned, leased or rented vehicles or equipment.
- (b) District Activity. The term "District Activity" as used in this Article means any activity, program or event related to the District's program involving students of the District, whether directly sponsored by the District, a group affiliated with the District, or any other entity sponsoring the activity, program or event in which the District participates.

- (c) Controlled Substance. The term "controlled substance" as used in this Article means any substances listed in Schedules I through V of the Federal Controlled Substances Act (21 USC 812) and applicable regulations, as well as any other illegal drugs or anabolic steroids. Such substances include, but are not limited to, marijuana, cocaine, crack cocaine, heroin, peyote, PCP, mescaline and LSD.

29.4 **Policy Administration.**

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

Employees who desire assistance in dealing with a drug or alcohol problem and wish for a referral to a rehabilitation program may confer with the Department of Human Resources or their union representative.

- (c) Confidentiality. Confidentiality will be respected and honored to protect all individuals involved in each unique situation.

**ARTICLE 30. ANCILLARY TEACHERS NOT COVERED BY
THE MICHIGAN TENURE ACT**

THIS ARTICLE ONLY APPLIES TO ANCILLARY TEACHERS WHO ARE NOT COVERED BY THE MICHIGAN TEACHERS' TENURE ACT. THIS INCLUDES FULL AND REGULAR PART-TIME EMPLOYED GUIDANCE COUNSELORS, CONSULTANTS, SCHOOL PSYCHOLOGISTS, SPEECH AND HEARING THERAPISTS, SOCIAL WORKERS, PHYSICAL THERAPISTS, OCCUPATIONAL THERAPISTS AND SCHOOL/COMMUNITY AGENTS.

RECOGNITION, PROBATION, RIGHTS. REPRIMANDS, WARNINGS, OR DISCIPLINE, EVALUATION AND ACCOUNTABILITY, WORKING SCHEDULES, TRANSFERS, REDUCTIONS IN PERSONNEL AND LEAVES: FOR TEACHERS NOT COVERED BY THE TEACHER TENURE ACT.

30.1 Recognition.

The following provisions are in effect and exclusively applicable, where relevant, to ancillary teachers, defined within the parties' Collective Bargaining Agreement as teachers whose employment is not governed by the Michigan Teachers' Tenure Act. By way of illustration, this includes OPSD for employees whose position does not require a teaching certificate, who maintain licensing necessary for their positions, and who are full and regular part-time employed as guidance counselors, consultants, school psychologists, speech and hearing therapists, social workers, physical therapists, occupational therapists and school/community agent, all who are regularly employed by the Oak Park Board of Education as regular ancillary teachers during the normal school year.

30.2 Non-Tenured/Probationary Status.

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

- (a) Before the completion of the fourth year of continuous service in a position not covered by the Teacher Tenure Act, the employee will be given written notification by the District as to whether or not his or her service has been satisfactory.
- (b) If the District determines that an ancillary probationary employee's service is unsatisfactory, the District shall terminate the employee's service.
- (c) Notices required by this section must be sent:
 - 1. For ancillary employees commencing services during July, August, or September, on or before May 1 of the appropriate school year; or
 - 2. For ancillary employees commencing services during any other month, sixty (60) days prior to the appropriate anniversary date--based on the first day of service in the position.

- (d) Probationary years for ancillary employees commencing services during July, August, or September shall coincide with the school years worked.
- (e) Upon satisfactory completion of a probationary period, an ancillary employee in a position not covered by the Teacher Tenure Act will, for the purpose of this Agreement, be a non-probationary professional ancillary employee and may then only be terminated or disciplined for just cause, except as provided in [Article 12 \(Reduction in Personnel\)](#), provided that all licenses and required certifications are maintained by the employee.
- (f) The provisions of this Article in no way affect the relationship these employees or other employees may have with the District under the Michigan Teacher Tenure Act.

30.3 Ancillary Teachers Rights (Teachers who are not covered by the Michigan Teachers' Tenure Act.)

The Board reserves all its rights under the statutes of the State of Michigan, to discipline, demote, reprimand in writing, and discharge employees for just cause. Any such action by the Board against an ancillary teacher shall be subject to the grievance procedure as set forth in [Article 5](#), except as provided therein.

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

30.5 EVALUATION AND ACCOUNTABILITY. Ancillary Teachers (Teachers who are not covered by the Michigan Teachers' Tenure Act.)

- (a) All evaluations or observations of the work performance of an ancillary teacher shall be conducted openly and with the full knowledge of the ancillary teacher.
- (b) Material which is used in an evaluative manner must be observed and compiled by an administrator. Material originating from any source shall not become a part of any Ancillary Teacher's official evaluation or any part of his/her personnel file without the Ancillary Teacher having the opportunity to attach a written response to the material.
- (c) Evaluations shall be conducted by the ancillary teacher's immediate supervisor and/or building principal or other building administrator.
- (d) After the ancillary teacher has been evaluated, a written report shall be completed and signed by the evaluator and the ancillary teacher. One copy is to be sent to the Superintendent, one copy retained by the building principal(s), and one copy given to the ancillary teacher. An ancillary teacher may submit his/her own statement if s/he does not agree with the evaluation. This statement, signed by the administrator and the ancillary teacher, is to be attached to the evaluation and placed in the ancillary teacher's personnel file.
- (e) An ancillary teacher may also be evaluated on his/her performance of other duties during his/her normal work day, provided such information is factual and all relevant information is included.

- (f) A teaching evaluation and/or extra-curricular assignment evaluation may be challenged by the ancillary teacher.
- (g) Evaluation procedures shall be consistent throughout the district. Ancillary teachers shall be thoroughly reviewed at least once every three (3) years.
- (h) If the Superintendent is going to recommend that an ancillary teacher be terminated, the ancillary teacher shall be informed five (5) days before the recommendation is provided to the Board.
- (i) Changes in Board procedures for staff evaluations will be developed with ancillary teacher involvement. Any changes will not go into effect until staff has been in-serviced. Ancillary teachers will be informed regarding such changes prior to September 30. Ancillary teachers will be instructed prior to September 30 as to the criteria to be used for evaluation in the upcoming year.

30.6 WORKING SCHEDULES Ancillary Teachers (Teachers who are not covered by the Michigan Teachers' Tenure Act.)

- (a) Ancillary teachers (Teachers who are not covered by the Michigan Teachers' Tenure Act) without classroom assignments (counselors, social workers, etc.) shall maintain a seven (7) hour and fifteen (15) minute work day (including a forty (40) minute lunch period) commensurate with their professional responsibilities. Such ancillary teachers should be available to students after the pupil's school day and may have the flexibility to arrange their schedules to permit them to arrange conferences with parents outside the regular school day.
- (b) High school counselors should be available to students after the pupil's school day and may have the flexibility to arrange their schedules to permit them to arrange conferences with parents outside the regular school day. The counselor's day can be scheduled between the hours of 7:45 a.m. and 5:00 p.m. for up to three (3) days per week, under the following conditions:
 1. The high school counselor shall have the flexibility to schedule (together with the administrator) which days of the week s/he works the late schedule.
 2. An administrator must be present. In addition, two-way communication must be available at all times after student dismissal.

30.7 TRANSFERS Ancillary Teachers (Teachers who are not covered by the Michigan Teachers' Tenure Act.)

(a) Definition.

1. Transfer shall mean the movement of an ancillary teacher from one position to another except in the following situations:

- a. An assignment change in departments that are K-12 (speech therapist); or
 - b. All pupil personnel staff: psychologists, social workers.
3. An assignment change in a. above shall be made only if there is a reduction of ancillary personnel or program change, and then the change must be made on the basis of seniority.
 4. Seniority is defined in [Article 6](#).
 5. Except for counselor positions, whenever possible, vacancies for a position and new positions shall be filled voluntarily and shall be based on seniority when more than one candidate has certification and qualification and meets the specifications for the position. The District reserves the right to not approve any voluntary transfer request. Prior to the District's decision not to honor a transfer request, a meeting with the requesting ancillary member and an OPEA officer and a Department of Human Resources employee shall occur. If the district receives a secondary request for, the following calendar year, for transfer to the same building (K-5) and subject area (6-12); and a vacancy exists, the transfer shall be granted.

(b) **Involuntary transfers** may occur for the following reasons:

1. No applicant requesting a transfer for the position(s) in question is qualified.
 2. To facilitate the recall of a laid-off ancillary teacher.
 3. To facilitate the return of an ancillary teacher on leave.
 4. To avoid the layoff of an ancillary teacher.
 5. Change in student enrollment patterns.
 6. Reduction in program.
 7. Change in program.
- An ancillary teacher who is involuntarily transferred to facilitate the recall of a laid-off ancillary teacher may choose to take a voluntary lay-off. Such a voluntary lay off will not result in any negative adjustment to the volunteer's seniority date.
 - The opening or closing of a building or program, which results in ancillary members being placed in another building, shall not count as an involuntary transfer that results in priority rights.
 - Involuntary transfers will be given to the teacher with the least seniority who has certification, qualification, and meets the specifications.

- An ancillary teacher may submit a request in writing to the Department of Human Resources requesting a transfer to another work location or position. Such request may be submitted even though an opening does not exist at that time.
- The Department of Human Resources will provide the current transfer requests to the union upon request.
- Ancillary teachers shall be afforded an opportunity to transfer to other positions before the employment of new ancillary teachers, provided that they have requested the transfer by March 15th.
- A counselor who has been involuntarily transferred shall be given priority on any counselor opening from which s/he was transferred provided that s/he has submitted a written request. If an ancillary member has spent more than the majority of the school year in the position they were involuntarily transferred to then priority rights shall only exist for a two (2) year period. After that period has elapsed, seniority will be the prevailing factor when determining if the ancillary member receives the transfer. If more than one ancillary member has priority rights to the same building, then seniority will be the prevailing factor when determining who receives the transfer.
- It is understood that an ancillary teacher who accepts a voluntary transfer when it appears that an involuntary transfer may have to be affected shall have the same rights as an ancillary teacher involuntarily transferred under this provision.
- In the event the Board implements a plan, after notification to the OPEA and staff, every effort will be made to place ancillary teachers voluntarily according to individual preferences and under the provisions of this Article.

30.8 REDUCTIONS IN PERSONNEL. Ancillary Teachers (Teachers who are not covered by the Michigan Teachers' Tenure Act.)

- (a) The term "layoffs" shall refer to the reduction in personnel due to insufficient revenues or substantial reductions in enrollment.
- (b) A distinction shall be made between those ancillary teachers who are "laid-off" and those who may be dismissed for reasons other than insufficient revenues or substantial reductions in enrollment.
- (c) Before official action is taken on the reduction of ancillary staff, the Board will discuss the contemplated reduction with the Association at least five (5) school days before the issuance of written notice of layoff.
- (d) The Association shall be provided a list of ancillary teachers to be issued layoff notices. The list shall provide the following information about each ancillary teacher:

1. Name
 2. Present school
 3. Present position
 4. Certification
 5. Majors and minors
 6. Seniority date
- (e) The sequence of ancillary teacher personnel layoff shall be:
1. Probationary ancillary teachers based on certification, license, and qualification in the inverse order of seniority;
 2. Tenured and other non-probationary teachers based on certification, license, and qualification in the inverse order of seniority.
- (f) For purposes of this Article, "seniority" is as determined pursuant to [Article 6](#).
- (g) If a reduction is necessary, a teacher whose position has been eliminated shall be transferred to another position for which he or she is certified and qualified provided that the conditions of the sequence (above) is followed and Article 30.7 (b), Involuntary Transfers have been met.
1. Ancillary Teacher personnel shall be recalled from layoff in the inverse order in which they were laid off.
 2. The Association shall be provided annually with current and complete information of all laid off ancillary teachers in order of their recall.
 3. Reinstatement from Leave_- A teacher returning from any leave granted by the Board shall be returned to their former position if possible or a comparable position if it is within the same school year in which the leave was granted. For leave of absence of one year or more a teacher shall be reinstated to a position for which he or she is certified and qualified, except in the event of an intervening layoff, in which case the provisions of Layoff and Recall Procedures will apply.
- (h) The Association shall be given a copy of the letter sent to each ancillary teacher who is recalled or whose notice of layoff has been rescinded.
- (i) The Board shall give written notice of the recall from layoff by sending a registered letter to said ancillary teacher at his or her last known address or email address on file. It shall be the responsibility of the ancillary teacher to notify the Board of any change in address. The ancillary teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall, or other notice to the ancillary teacher.
- (j) Prior to August 1, ancillary teachers being recalled will have ten (10) days from the date of receipt of a registered letter of recall to indicate their acceptance or rejection of recall. Between August 1 and the beginning of the new school year,

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

- (k) The ancillary teacher shall maintain his eligibility for recall by notifying the Board in writing of his or her availability for the following school year by April 1 of a current school year.
- (l) Nothing herein stated shall be construed as a waiver of any right that an individual teacher may have under State and or Federal Law.
- (m) Ancillary teachers recalled from layoff shall retain accumulated sick leave, seniority, and shall be returned to the step on the salary schedule held at the time of layoff.
- (n) The Board shall rescind the letter of layoff for any ancillary teacher as soon as sufficient information is available to warrant such action.
- (o) In the event the Board determines that it is necessary to reduce staff, the ancillary teachers may be solicited to request voluntary layoff. For any such requests that are approved, the ancillary teacher will be laid off and shall receive health insurance coverage for the balance of the year through August 31 at Board expense. Such ancillary teachers will receive seniority credit for the time spent on layoff and will be given credit on the salary schedule for completion of the school year in which the layoff occurred.
- (p) An ancillary teacher who is laid off under provisions other than the paragraph directly above and who is paid unemployment compensation benefits (associated with his or her regular assignment) during the summer immediately following the layoff and who is subsequently recalled to the ancillary position at the beginning of the next school year will be paid according to an annual salary rate, such that his/her unemployment compensation plus that annual salary rate will be equal to the rate of salary s/he would have earned for the school year had s/he not been laid off, subject to the following conditions:
 - 1. 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.

2. The salary earned through employment in the district shall not be less than his or her salary from same for a similar period during the preceding school year.
 3. The Board will not attempt to recover the summer unemployment compensation as provided in this section until a court of final jurisdiction has ruled that this section is legal.
- (q) Employees recalled to work by October 1 following a summer layoff who have paid the cost of their group insurance benefit(s) available through the Board for the month of September shall have the cost of said coverage(s) reimbursed by the Board.
- (r) Notwithstanding the above provisions, the Board shall be empowered to layoff an ancillary teacher during the term of the school year to facilitate the return of an ancillary teacher on an approved leave of absence at the expiration of such leave. Where possible, the Board shall give at least thirty 30 calendar days' written notice to the affected ancillary teacher.
- (s) The ancillary teacher's individual contract is subject to the terms and conditions of this Agreement. It is specifically agreed that this Article takes precedence over and governs the individual contract and the individual contract is expressly conditioned upon this Article. **Formerly Article 14.**

30.9 Reinstatement from Leave Ancillary Teachers (Teachers who are not covered by the Michigan Teachers' Tenure Act.)

- (a) An ancillary teacher returning from any leave granted by the Board shall be returned to their former position if possible or a comparable position if it is within the same school year in which the leave was granted. For leave of absence of one year or more an ancillary teacher shall be reinstated to a position for which he or she is certified and qualified, except in the event of an intervening layoff, in which case the provisions of Layoff and Recall Procedures above, will apply. Return from leave shall be to the same step on the salary schedule, seniority, and sick leave accumulation earned by the ancillary teacher prior to the leave of absence.
- (b) Openings in other than classroom assignments within the Bargaining Unit shall be communicated through the Department of Human Resources and posted on the website. The qualifications for such assignments shall be stated in the bulletin and notice.
- (c) When such openings occur during the year, teachers shall be notified at least ten (10) school days prior to the date set for the deadline for receiving applications for such opening.
- (d) The Superintendent or designee shall notify each applicant of the receipt of his/her application.

- (e) Applicants who are not granted interviews for such openings shall be notified.
- (f) After the Board has determined the applicants qualified to fill the vacancy and to be considered therefore, then such applicants shall be interviewed by the Review Committee.

30.10 In the event of miscarriage or death of the object child of the leave during the period of disability, the leave of absence will be terminated upon the request of the ancillary teacher. The ancillary teacher shall be returned to the position she had prior to the leave. The granting of any such leaves, as described above, will in no way interrupt seniority and other rights attendant thereto.

30.11 **NON-CLASSROOM OPENINGS Ancillary Teachers (Teachers who are not covered by the Michigan Teachers' Tenure Act.)**

- (a) An opening will be defined as a non-classroom position that the Board wishes to fill and which will be open for one (1) semester or longer. If an employee is on paid leave and the Board fills the position, it shall be on a temporary basis until the employee returns or indicates that s/he will not be returning.
- (b) In filling openings in other than classroom assignments within the Bargaining Unit, all teachers who meet specified job qualifications at the time of application shall be given an opportunity to make application for such openings.
- (c) The following is a list of non-classroom positions: Guidance Counselor
 1. School Psychologist
 2. Speech and Hearing Therapist
 3. Social Worker
 4. School Community Agent
 5. Physical Therapist
 6. Occupational Therapist
- (d) Openings in other than classroom assignments within the Bargaining Unit shall be communicated through the Department of Human Resources and posted on the website. The qualifications for such assignments shall be stated in the bulletin and notice.
- (e) When such openings occur during the year, teachers shall be notified at least ten (10) school days prior to the date set for the deadline for receiving applications for such opening.
- (f) The district shall notify each applicant of the receipt of his/her application.
- (g) Applicants who are not granted interviews for such openings shall be notified.
- (h) After the Board has determined the applicants qualified to fill the vacancy and to be considered therefore, then such applicants shall be interviewed by the Review Committee.

- 30.12 The work year for counselors, school social workers, school diagnosticians, and other non-classroom positions shall be the same as for other teachers in the bargaining unit; provided, however, that the Board may schedule such additional time as is deemed necessary in the interest of the school district. For each day of such additional time, they shall be paid their per diem of the contract salary. **Same as 23.4.**
- 30.13 The District will make every effort to maintain adequate staffing in the areas of ancillary teachers not covered by the Michigan Tenure Act as it relates to student numbers, student needs and the financial state of the district.

THIS ARTICLE ONLY APPLIES TO ANCILLARY TEACHERS WHO ARE NOT COVERED BY THE MICHIGAN TEACHERS' TENURE ACT. THIS INCLUDES FULL AND REGULAR PART-TIME EMPLOYED GUIDANCE COUNSELORS, CONSULTANTS, SCHOOL PSYCHOLOGISTS, SPEECH AND HEARING THERAPISTS, SOCIAL WORKERS, PHYSICAL THERAPISTS, OCCUPATIONAL THERAPISTS AND SCHOOL/COMMUNITY AGENTS. RECOGNITION, PROBATION, RIGHTS. REPRIMANDS, WARNINGS, OR DISCIPLINE, EVALUATION AND ACCOUNTABILITY, WORKING SCHEDULES, TRANSFERS, REDUCTIONS IN PERSONNEL AND LEAVES: FOR TEACHERS NOT COVERED BY THE TEACHER TENURE ACT

ARTICLE 31. DURATION OF AGREEMENT

- 31.1 **This Agreement shall continue in effect until June 30, 2023. At that time there will be a sixty (60) day extension if there has been no Agreement ratified by the OPEA and the Oak Park School District.**

- 31.2 **IN WITNESS THEREOF, the parties have executed this Agreement by their duly authorized representatives, the day and year first written above. On or before or before March 1, 2023 both teams shall meet to discuss contract negotiations.**

BOARD OF EDUCATION
OAK PARK SCHOOL DISTRICT

OAK PARK EDUCATION ASSOCIATION
(MEA/NEA)

BY _____
President

BY _____
President

BY _____
Vice-President

BY _____
Vice-President

SCHEDULE A - SALARY SCHEDULES

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

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

All hours to be credited above a degree must be graduate hours from an accredited institution and shall pertain and be applicable toward an approved and recognized graduate degree in education, a degree related to the teacher's assignment, or be considered to be an adjunct to the teacher's effectiveness in his/her teaching assignment. Teachers hired prior to January 19, 2021 will be held harmless and remain in their current lane.

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

New Hires: Beginning upon ratification of this contract, new hires shall only be brought in at a maximum of Step 4 on the salary schedule, and only to fill a position of high-critical need. The OPEA acknowledges that from time to time a "special circumstance" exists that may require hiring above Step 4 (e.g. high critical need area with limited availability of qualified applicants). In such cases where the District deems "special circumstance", the OPEA President shall be notified by the Department of Human Resources to the hire and reason.

- B. Both parties agree that in difficult economic times, financial restraint necessitates making every attempt to hire new employees at Step 1. Hiring at Steps above Step 1 puts financial pressure on the district and creates an environment which disenfranchises staff currently restricted by past contractual step freezes.

- C. ALL BARGAINING UNIT MEMBERS WILL:

- Move one step 2020-21
- Be determined by the Wage reopener 2021-22
- Be determined by the Wage reopener 2022-23

For the duration of this agreement, should any bargaining unit members change job titles, either to ones currently recognized by this agreement or newly created positions within this bargaining unit, they shall remain on the

same step. An immediate freeze shall be implemented if the district's general fund balance falls below five percent (5%), (According to the June audit as passed by the Board of Education in the fall)

D. One Time Ratification Bonus:

- \$2000 payable to all OPEA employees hired prior to 2016 or before (based on calendar year)
- \$1000 payable to all OPEA employees hired from 2016 to 2020 (not including new employees for the 2020-21 year)

Schedule A - 2020-2021

Step	BA	BA+20	MA	MA+20	MA+30	PhD
1	\$42,565	\$43,344	\$46,833	\$47,613	\$48,585	\$50,331
2	\$45,292	\$46,082	\$50,001	\$50,786	\$51,764	\$53,885
3	\$48,209	\$49,003	\$53,770	\$54,560	\$55,552	\$57,335
4	\$51,514	\$52,309	\$57,891	\$58,309	\$59,307	\$61,113
5	\$54,862	\$55,709	\$61,654	\$62,099	\$63,161	\$65,086
6	\$58,428	\$59,330	\$65,661	\$66,136	\$67,267	\$69,316
7	\$62,226	\$63,186	\$69,929	\$70,435	\$71,639	\$73,821
8	\$64,062	\$65,020	\$74,791	\$75,191	\$76,264	\$78,186
9	\$67,062	\$68,020	\$77,791	\$78,191	\$79,264	\$81,186
10	\$69,074	\$70,061	\$80,125	\$80,537	\$81,642	\$83,621
11	\$71,146	\$72,163	\$82,529	\$82,953	\$84,092	\$86,130
12	\$73,280	\$74,327	\$85,004	\$85,442	\$86,614	\$88,714

Schedule B - Athletic Stipends – Incomplete & Subject to Letter of Agreement w/ OPSD

Experience

	<u>Yr 1</u>	<u>Yr 3</u>	<u>Yr 5</u>	<u>Yr 7</u>	<u>Yr 9</u>
<u>Base Salary</u>	<u>\$42,000</u>	<u>\$42,000</u>	<u>\$42,000</u>	<u>\$42,000</u>	<u>\$42,000</u>
SCHEDULE B					
<i>Football</i>					
<u>Varsity Head Coach %</u>	<u>11.0%</u>	<u>11.5%</u>	<u>12.0%</u>	<u>12.5%</u>	<u>13.0%</u>
<u>Varsity Head Coach \$</u>	<u>\$4,620</u>	<u>\$4,830</u>	<u>\$5,040</u>	<u>\$5,250</u>	<u>\$5,460</u>
<u>Varsity Assistant Coach %</u>	<u>7.7%</u>	<u>8.0%</u>	<u>8.3%</u>	<u>8.6%</u>	<u>8.9%</u>
<u>Varsity Assistant Coach \$</u>	<u>\$3,234</u>	<u>\$3,360</u>	<u>\$3,486</u>	<u>\$3,612</u>	<u>\$3,738</u>
<u>JV Head Coach %</u>	<u>7.7%</u>	<u>8.0%</u>	<u>8.3%</u>	<u>8.6%</u>	<u>8.9%</u>
<u>JV Head Coach \$</u>	<u>\$3,234</u>	<u>\$3,360</u>	<u>\$3,486</u>	<u>\$3,612</u>	<u>\$3,738</u>
<u>JV Assistant Coach %</u>	<u>6.6%</u>	<u>6.9%</u>	<u>7.2%</u>	<u>7.5%</u>	<u>7.8%</u>
<u>JV Assistant Coach \$</u>	<u>\$2,772</u>	<u>\$2,898</u>	<u>\$3,024</u>	<u>\$3,150</u>	<u>\$3,276</u>
<u>Freshman Head Coach %</u>	<u>6.6%</u>	<u>6.9%</u>	<u>7.2%</u>	<u>7.5%</u>	<u>7.8%</u>
<u>Freshman Head Coach \$</u>	<u>\$2,772</u>	<u>\$2,898</u>	<u>\$3,024</u>	<u>\$3,150</u>	<u>\$3,276</u>
<u>Freshman Assistant Coach %</u>	<u>5.3%</u>	<u>5.5%</u>	<u>5.7%</u>	<u>5.9%</u>	<u>6.1%</u>
<u>Freshman Assistant Coach \$</u>	<u>\$2,226</u>	<u>\$2,310</u>	<u>\$2,394</u>	<u>\$2,478</u>	<u>\$2,562</u>
<i>Basketball</i>					
<u>Varsity Head Coach %</u>	<u>11.0%</u>	<u>11.5%</u>	<u>12.0%</u>	<u>12.5%</u>	<u>13.0%</u>
<u>Varsity Head Coach \$</u>	<u>\$4,620</u>	<u>\$4,830</u>	<u>\$5,040</u>	<u>\$5,250</u>	<u>\$5,460</u>
<u>Varsity Assistant Coach %</u>	<u>7.7%</u>	<u>8.0%</u>	<u>8.3%</u>	<u>8.6%</u>	<u>8.9%</u>
<u>Varsity Assistant Coach \$</u>	<u>\$3,234</u>	<u>\$3,360</u>	<u>\$3,486</u>	<u>\$3,612</u>	<u>\$3,738</u>
<u>JV Head Coach %</u>	<u>7.7%</u>	<u>8.0%</u>	<u>8.3%</u>	<u>8.6%</u>	<u>8.9%</u>
<u>JV Head Coach \$</u>	<u>\$3,234</u>	<u>\$3,360</u>	<u>\$3,486</u>	<u>\$3,612</u>	<u>\$3,738</u>
<u>Freshman Head Coach %</u>	<u>6.6%</u>	<u>6.9%</u>	<u>7.2%</u>	<u>7.5%</u>	<u>7.8%</u>
<u>Freshman Head Coach \$</u>	<u>\$2,772</u>	<u>\$2,898</u>	<u>\$3,024</u>	<u>\$3,150</u>	<u>\$3,276</u>
<i>Volleyball</i>					
<u>Varsity Head Coach %</u>	<u>9.0%</u>	<u>9.3%</u>	<u>9.6%</u>	<u>9.9%</u>	<u>10.2%</u>
<u>Varsity Head Coach \$</u>	<u>\$3,780</u>	<u>\$3,906</u>	<u>\$4,032</u>	<u>\$4,158</u>	<u>\$4,284</u>

<u>JV Head Coach %</u>	<u>7.0%</u>	<u>7.3%</u>	<u>7.6%</u>	<u>7.9%</u>	<u>8.2%</u>
<u>JV Head Coach \$</u>	<u>\$2,940</u>	<u>\$3,066</u>	<u>\$3,192</u>	<u>\$3,318</u>	<u>\$3,444</u>
<u>Freshman Head Coach %</u>	<u>6.0%</u>	<u>6.3%</u>	<u>6.6%</u>	<u>6.9%</u>	<u>7.2%</u>
<u>Freshman Head Coach \$</u>	<u>\$2,520</u>	<u>\$2,646</u>	<u>\$2,772</u>	<u>\$2,898</u>	<u>\$3,024</u>
<u>Track</u>					
<u>Varsity Head Coach %</u>	<u>10.0%</u>	<u>10.4%</u>	<u>10.8%</u>	<u>11.2%</u>	<u>11.6%</u>
<u>Varsity Head Coach \$</u>	<u>\$4,200</u>	<u>\$4,368</u>	<u>\$4,536</u>	<u>\$4,704</u>	<u>\$4,872</u>
<u>Varsity Assistant Coach %</u>	<u>7.0%</u>	<u>7.3%</u>	<u>7.6%</u>	<u>7.9%</u>	<u>8.2%</u>
<u>Varsity Assistant Coach \$</u>	<u>\$2,940</u>	<u>\$3,066</u>	<u>\$3,192</u>	<u>\$3,318</u>	<u>\$3,444</u>
<u>JV/Freshman Head Coach %</u>	<u>6.0%</u>	<u>6.3%</u>	<u>6.6%</u>	<u>6.9%</u>	<u>7.2%</u>
<u>JV/Freshman Head Coach \$</u>	<u>\$2,520</u>	<u>\$2,646</u>	<u>\$2,772</u>	<u>\$2,898</u>	<u>\$3,024</u>
<u>Competitive Cheer</u>					
<u>Varsity Head Coach %</u>	<u>9.0%</u>	<u>9.3%</u>	<u>9.6%</u>	<u>9.9%</u>	<u>10.2%</u>
<u>Varsity Head Coach \$</u>	<u>\$3,780</u>	<u>\$3,906</u>	<u>\$4,032</u>	<u>\$4,158</u>	<u>\$4,284</u>
<u>JV Head Coach %</u>	<u>6.0%</u>	<u>6.3%</u>	<u>6.6%</u>	<u>6.9%</u>	<u>7.2%</u>
<u>JV Head Coach \$</u>	<u>\$2,520</u>	<u>\$2,646</u>	<u>\$2,772</u>	<u>\$2,898</u>	<u>\$3,024</u>
<u>Freshman Head Coach %</u>	<u>5.0%</u>	<u>5.2%</u>	<u>5.4%</u>	<u>5.6%</u>	<u>5.8%</u>
<u>Freshman Head Coach \$</u>	<u>\$2,100</u>	<u>\$2,184</u>	<u>\$2,268</u>	<u>\$2,352</u>	<u>\$2,436</u>
<u>Varsity Wrestling %</u>	<u>9.0%</u>	<u>9.3%</u>	<u>9.6%</u>	<u>9.9%</u>	<u>10.2%</u>
<u>Varsity Wrestling \$</u>	<u>\$3,780</u>	<u>\$3,906</u>	<u>\$4,032</u>	<u>\$4,158</u>	<u>\$4,284</u>
<u>Varsity Swimming %</u>	<u>9.0%</u>	<u>9.3%</u>	<u>9.6%</u>	<u>9.9%</u>	<u>10.2%</u>
<u>Varsity Swimming \$</u>	<u>\$3,780</u>	<u>\$3,906</u>	<u>\$4,032</u>	<u>\$4,158</u>	<u>\$4,284</u>
<u>Varsity Baseball %</u>	<u>9.0%</u>	<u>9.3%</u>	<u>9.6%</u>	<u>9.9%</u>	<u>10.2%</u>
<u>Varsity Baseball \$</u>	<u>\$3,780</u>	<u>\$3,906</u>	<u>\$4,032</u>	<u>\$4,158</u>	<u>\$4,284</u>
<u>Varsity Softball %</u>	<u>9.0%</u>	<u>9.3%</u>	<u>9.6%</u>	<u>9.9%</u>	<u>10.2%</u>
<u>Varsity Softball \$</u>	<u>\$3,780</u>	<u>\$3,906</u>	<u>\$4,032</u>	<u>\$4,158</u>	<u>\$4,284</u>
<u>Varsity Soccer %</u>	<u>9.0%</u>	<u>9.3%</u>	<u>9.6%</u>	<u>9.9%</u>	<u>10.2%</u>
<u>Varsity Soccer \$</u>	<u>\$3,780</u>	<u>\$3,906</u>	<u>\$4,032</u>	<u>\$4,158</u>	<u>\$4,284</u>
<u>Varsity Cross Country %</u>	<u>9.0%</u>	<u>9.3%</u>	<u>9.6%</u>	<u>9.9%</u>	<u>10.2%</u>
<u>Varsity Cross Country \$</u>	<u>\$3,780</u>	<u>\$3,906</u>	<u>\$4,032</u>	<u>\$4,158</u>	<u>\$4,284</u>
<u>Varsity Tennis %</u>	<u>8.0%</u>	<u>8.3%</u>	<u>8.6%</u>	<u>8.9%</u>	<u>9.2%</u>
<u>Varsity Tennis \$</u>	<u>\$3,360</u>	<u>\$3,486</u>	<u>\$3,612</u>	<u>\$3,738</u>	<u>\$3,864</u>

<u>Varsity Golf %</u>	<u>7.0%</u>	<u>7.3%</u>	<u>7.6%</u>	<u>7.9%</u>	<u>8.2%</u>
<u>Varsity Golf \$</u>	<u>\$2,940</u>	<u>\$3,066</u>	<u>\$3,192</u>	<u>\$3,318</u>	<u>\$3,444</u>
<u>MS Football %</u>	<u>5.3%</u>	<u>5.5%</u>	<u>5.7%</u>	<u>5.9%</u>	<u>6.1%</u>
<u>MS Football \$</u>	<u>\$2,226</u>	<u>\$2,310</u>	<u>\$2,394</u>	<u>\$2,478</u>	<u>\$2,562</u>
<u>MS Basketball %</u>	<u>5.3%</u>	<u>5.5%</u>	<u>5.7%</u>	<u>5.9%</u>	<u>6.1%</u>
<u>MS Basketball \$</u>	<u>\$2,226</u>	<u>\$2,310</u>	<u>\$2,394</u>	<u>\$2,478</u>	<u>\$2,562</u>
<u>MS Baseball %</u>	<u>5.0%</u>	<u>5.2%</u>	<u>5.4%</u>	<u>5.6%</u>	<u>5.8%</u>
<u>MS Baseball \$</u>	<u>\$2,100</u>	<u>\$2,184</u>	<u>\$2,268</u>	<u>\$2,352</u>	<u>\$2,436</u>
<u>MS Softball %</u>	<u>5.0%</u>	<u>5.2%</u>	<u>5.4%</u>	<u>5.6%</u>	<u>5.8%</u>
<u>MS Softball \$</u>	<u>\$2,100</u>	<u>\$2,184</u>	<u>\$2,268</u>	<u>\$2,352</u>	<u>\$2,436</u>
<u>MS Volleyball %</u>	<u>5.0%</u>	<u>5.2%</u>	<u>5.4%</u>	<u>5.6%</u>	<u>5.8%</u>
<u>MS Volleyball \$</u>	<u>\$2,100</u>	<u>\$2,184</u>	<u>\$2,268</u>	<u>\$2,352</u>	<u>\$2,436</u>
<u>MS Soccer %</u>	<u>5.0%</u>	<u>5.2%</u>	<u>5.4%</u>	<u>5.6%</u>	<u>5.8%</u>
<u>MS Soccer \$</u>	<u>\$2,100</u>	<u>\$2,184</u>	<u>\$2,268</u>	<u>\$2,352</u>	<u>\$2,436</u>
<u>MS Track %</u>	<u>5.0%</u>	<u>5.2%</u>	<u>5.4%</u>	<u>5.6%</u>	<u>5.8%</u>
<u>MS Track \$</u>	<u>\$2,100</u>	<u>\$2,184</u>	<u>\$2,268</u>	<u>\$2,352</u>	<u>\$2,436</u>
<u>MS Cheer %</u>	<u>5.0%</u>	<u>5.2%</u>	<u>5.4%</u>	<u>5.6%</u>	<u>5.8%</u>
<u>MS Cheer \$</u>	<u>\$2,100</u>	<u>\$2,184</u>	<u>\$2,268</u>	<u>\$2,352</u>	<u>\$2,436</u>

<u>Base Salary</u>	<u>\$42,000</u>	<u>\$42,000</u>	<u>\$42,000</u>	<u>\$42,000</u>	<u>\$42,000</u>
<u>HS Band Director %</u>	<u>9.0%</u>	<u>9.3%</u>	<u>9.6%</u>	<u>9.9%</u>	<u>10.2%</u>
<u>HS Band Director \$</u>	<u>\$3,780</u>	<u>\$3,906</u>	<u>\$4,032</u>	<u>\$4,158</u>	<u>\$4,284</u>
<u>HS Asst. Band Director %</u>	<u>6.0%</u>	<u>6.3%</u>	<u>6.6%</u>	<u>6.9%</u>	<u>7.2%</u>
<u>HS Asst. Band Director \$</u>	<u>\$2,520</u>	<u>\$2,646</u>	<u>\$2,772</u>	<u>\$2,898</u>	<u>\$3,024</u>
<u>HS Choir Director %</u>	<u>6.0%</u>	<u>6.3%</u>	<u>6.6%</u>	<u>6.9%</u>	<u>7.2%</u>
<u>HS Choir Director \$</u>	<u>\$2,520</u>	<u>\$2,646</u>	<u>\$2,772</u>	<u>\$2,898</u>	<u>\$3,024</u>
<u>HS Drama Director %</u>	<u>9.0%</u>	<u>9.3%</u>	<u>9.6%</u>	<u>9.9%</u>	<u>10.2%</u>
<u>HS Drama Director \$</u>	<u>\$3,780</u>	<u>\$3,906</u>	<u>\$4,032</u>	<u>\$4,158</u>	<u>\$4,284</u>
<u>HS Drama Set Director %</u>	<u>4.0%</u>	<u>4.1%</u>	<u>4.2%</u>	<u>4.3%</u>	<u>4.4%</u>
<u>HS Drama Set Director \$</u>	<u>\$1,680</u>	<u>\$1,722</u>	<u>\$1,764</u>	<u>\$1,806</u>	<u>\$1,848</u>
<u>HS Assistant Drama Director %</u>	<u>4.0%</u>	<u>4.1%</u>	<u>4.2%</u>	<u>4.3%</u>	<u>4.4%</u>
<u>HS Assistant Drama Director \$</u>	<u>\$1,680</u>	<u>\$1,722</u>	<u>\$1,764</u>	<u>\$1,806</u>	<u>\$1,848</u>
<u>HS Dance Team Director %</u>	<u>6.0%</u>	<u>6.3%</u>	<u>6.6%</u>	<u>6.9%</u>	<u>7.2%</u>
<u>HS Dance Team Director \$</u>	<u>\$2,520</u>	<u>\$2,646</u>	<u>\$2,772</u>	<u>\$2,898</u>	<u>\$3,024</u>
<u>Competitive Debate %</u>	<u>6.0%</u>	<u>6.3%</u>	<u>6.6%</u>	<u>6.9%</u>	<u>7.2%</u>
<u>Competitive Debate \$</u>	<u>\$2,520</u>	<u>\$2,646</u>	<u>\$2,772</u>	<u>\$2,898</u>	<u>\$3,024</u>
<u>Robotics %</u>	<u>6.0%</u>	<u>6.3%</u>	<u>6.6%</u>	<u>6.9%</u>	<u>7.2%</u>
<u>Robotics \$</u>	<u>\$2,520</u>	<u>\$2,646</u>	<u>\$2,772</u>	<u>\$2,898</u>	<u>\$3,024</u>
<u>Student Council %</u>	<u>4.0%</u>	<u>4.1%</u>	<u>4.2%</u>	<u>4.3%</u>	<u>4.4%</u>
<u>Student Council \$</u>	<u>\$1,680</u>	<u>\$1,722</u>	<u>\$1,764</u>	<u>\$1,806</u>	<u>\$1,848</u>
<u>Category 1a % (CAL/GAL)</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>		
<u>Category 1a \$ (CAL/GAL)</u>	<u>\$2,500</u>	<u>\$3,000</u>	<u>\$3,500</u>		

Appendix A

Oak Park School District Tentative Agreement (7.9.20) 2020-2021 School Calendar

Key to Codes	
■	Students and Staff
○	Half Day All Students
#	Half day- Grades 9-12 only
X	Vacation Days- School Closed
Δ	Secondary Exams- AM
□	Progress Report Distribution
@	Progress/marking period ends
BB	Building Business / Building Meetings
PD	PD Day -- Staff Only -- Student Contact
\$	Parent Teacher Conference
+	Report Card Distribution
■	1/2 Records day PM
☐	Classroom Setup -- Optional for Staff

August 2020				
Mon	Tue	Wed	Thurs	Fri
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
BB	PD(S)	PD(S)	3☐	3☐
31				

September 2020				
Mon	Tue	Wed	Thurs	Fri
	1	2	3	4
7	8	9	10	11
X				
14	15	16	17	18
21	22	23	24	25
28	29	30		

October 2020				
Mon	Tue	Wed	Thurs	Fri
			1	2
5	6	7	8	@-
				9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30
				@■

November 2020				
Mon	Tue	Wed	Thurs	Fri
2	3	4	5	6
	PD(6)			
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
		X	X	X
30				

December 2020				
Mon	Tue	Wed	Thurs	Fri
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
X	X	X	X	X
28	29	30	31	
X	X	X	X	

January 2021				
Mon	Tue	Wed	Thurs	Fri
				1
4	5	6	7	8
11	12	13	14	15
			Δ+■	Δ@
18	19	20	21	22
X	X	X	X	X
25	26	27	28	29

February 2021				
Mon	Tue	Wed	Thurs	Fri
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
X	X	X	X	X
22	23	24	25	26
				@-

March 2021				
Mon	Tue	Wed	Thurs	Fri
1	2	3	4	5
				PD(6)Δ/□
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		
X	X	X		

April 2021				
Mon	Tue	Wed	Thurs	Fri
			1	2
5	6	7	8	9
	++			@0■
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

May 2021				
Mon	Tue	Wed	Thurs	Fri
3	4	5	6	7
10	11	12	13	14
	□-			
17	18	19	20	21
24	25	26	27	28
31	X			

June 2021				
Mon	Tue	Wed	Thurs	Fri
		1	2	3
7	8	9	10	11
			Δ+■	Δ@
14	15	16	17	18
21	22	23	24	25
+				
28	29	30		

Month	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
Students (PD)	3(2)	20	22(1)	18(1)	14	19	15	20(1)	20	20	9	180
Teachers	4	20	22	18	14	19	15	20	20	20	9	181

Appendix B

DEFINITIONS

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

9. QUALIFICATION shall be defined as in Article 4 or Article 11.
10. CONSORTIUM shall mean an educational program between the Oak Park School District and any other school district.
11. COMPENSATORY TIME shall be equal time off for extra time worked.
12. SPECIAL EDUCATION SUPPORT STAFF are speech and hearing therapists, physical therapists, and occupational therapists.
13. PUPIL PERSONNEL STAFF are psychologists and social workers.
14. EXTENDED SCHOOL YEAR shall be as required by law for the program serviced.
15. SPECIAL EDUCATION STAFF are all certified staff not listed above who are under the Director of Special Education.
16. DATE OF HIRE shall be defined as in Section 6.
17. MEMORANDUM OF AGREEMENT - A change of the collective bargaining agreement by way of addition, deletion, or modification of contract language. Memoranda of Agreement require ratification of both parties.
18. LETTER OF AGREEMENT- A means of clarification on implementation of the collective bargaining agreement. Memoranda of Understanding do not require ratification.

Appendix C

ACCEPTABLE USE POLICY AND SOCIAL MEDIA

EMPLOYEE HANDBOOK – SECTION 2: PROFESSIONAL EXPECTATIONS

Social media is defined as any form of online publication or presence that allows end users to engage in multi-directional conversations in or around the content on a website. Examples include, but are not limited to: Facebook, Twitter, YouTube, Instagram, SnapChat, Grindr, blogs, wikis, social bookmarking, document sharing and email. An employee's use of internet resources must comply with the District's [Acceptable Use Policy](#).

The lines between public and private/personal and professional are blurred in Social Media. Whether using your own device or District property, whether you have a disclaimer, utilize a different screen name, or post anonymously, you are at all times considered to be an Oak Park School District employee. Behavior unbecoming of an OPSD employee, as determined by administration, is subject to disciplinary action and/or termination.

Employees are prohibited from establishing personal relationships with students that are unprofessional and thereby inappropriate.

Do not post photos/videos of fellow employees without their permission. Do not use photos/videos taken at school without your supervisor's permission. Do not post photos/videos that contain students without parent and Administrator permission.

BOARD POLICY 8001 – ACCEPTABLE USE

School District students and staff members may be permitted access to the School District's computers, computer networks, and telephone systems for educational, instructional, and administrative purposes. The Superintendent will develop and implement administrative procedures and may develop user agreements consistent with the purposes and mission of the School District. Any such administrative regulations guidelines or user agreements will be consistent with the [Children's Internet Protection Act](#) (CIPA).

Appendix D

DRESS CODE

The Oak Park Staff serve as role models for the students, parents, stakeholders and the learning community of the Oak Park. It is an expectation of the District that the OPEA Teachers demonstrate a professional work environment through appropriate business-casual attire and grooming at all times. Some examples of business casual would include dress slacks, khakis, denim (dark wash or black, that are clean, in good condition, free of any tears, fading, fraying or flashy details) and styled with a button down, collared shirt, sweater or blazer, chinos, skirts, blouses, polos, button-down shirts, sweaters or twin sets, blazers or jackets.

The Staff shall adhere to standards of dress and appearance that promote education as a revered profession of well-educated and experienced practitioners who are committed to making a difference at Oak Park Schools and beyond.

Examples of unprofessional attire includes but is not limited to:

- T-shirts (and college wear may be worn on designated days and special occasions as outlined at the building or district level).
- Sweatpants/yoga pants/exercise wear and other than a Physical Education Teacher.
- Sleepwear
- Clothing with revealing holes
- Shirts/pants with inadequate coverage
- Flip Flops

Appendix E

GRIEVANCE FORM

Grievance # _____

Contract Year 20 __ - 20 __

Distribution of Forms:

- | | | | |
|-------------------|-----------------------------|-----------------|--------|
| 1. Teacher | 3. Administrator/Supervisor | 5. School Board | 7. MEA |
| 2. OPEA President | 4. Superintendent/Designee | 6. Arbitrator | |

NAME OF GRIEVANT:

OPEA Assignment: _____

Building: _____

Violation(s) of the contract and/or Board

Policy: _____

LEVEL ONE Building Level (Filed 10 days of Event or 10 days from the Union being made aware)

Date of Level One Meeting:

Disposition (Provided within 10 days of presentations of Grievance)

LEVEL TWO Human Resources (10 Days after receipt of the response)

Statement of Grievance:

Relevant

Agreement

(Contract)

Provision(s):

Relief Sought:

Date Grievance Occurred: _____

Signature of Grievant: _____ Date: _____

LEVEL TWO CONTINUED:

Date Written Grievance Filed with Immediate Administrative Supervisor: _____

Disposition of Immediate Administrative Supervisor:

Signature of Immediate Administrative Supervisor:

Date: _____

Position of Grievant and/or Association:

Signature: _____ Date: _____

LEVEL THREE Superintendent (10 Days of receipt of Step 2 decision):

Date Written Grievance Filed with Superintendent or Designee:

Disposition of Superintendent or Designee:

Signature of Superintendent or Designee:

Date: _____

Position of Grievant and/or Association:

Signature: _____ Date: _____

LEVEL FOUR Arbitration (15 Days of receipt of Step 3 decision may submit the grievance to impartial arbitration):

Date Written Grievance Filed with Board of Education: _____

Disposition of Board of Education:

Signature: _____ Date: _____

Position of Association:

Signature: _____ Date: _____

LEVEL FIVE:

Date the District Notified of Decision to File/Not File for Arbitration: _____

Date Filed for Arbitration: _____

Date Grievance Withdrawn and Not Filed for Arbitration: _____

Signature: _____ Date: _____