

**AGREEMENT BETWEEN**

**THE**

**OAK PARK BOARD OF EDUCATION**

**AND THE**

**OAK PARK EDUCATIONAL SUPPORT**

**PERSONNEL ASSOCIATION**

**2020-2023**

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

## **ARTICLE 1** **RECOGNITION**

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

Section 1 Group I Current: Media Paraeducator, English Language Learner Paraeducator (ELL), Early Childhood Special Education Paraeducator (ECSE), Instructional Paraeducator of Adaptation of Instruction, Special Education Instructional Paraeducator, Associate Teacher Paraeducator GSRP.

Dormant: Health Technician, Technician, Chapter I Technician, Alternative Education Program Technician, Vocational Education Technician, Early Childhood Education Technician, LRC Assistant, Special Education Assistant, Non-Mandatory Paraeducator, Early Childhood Paraeducator, Health Care Paraeducator and SMI/SXI Program Assistant, Math Management Technician, Certified Occupational Therapist Assistant, Reading Management Technician, Conflict Resolution Technician, SMI/SXI Job Coach, Reading Management Assistant, Technology Technician, SMI/SXI Technician, Bus Attendant, School Security Officers, Lead School Security Officer, Great Oaks Paraeducator, Associate Teacher Paraeducator (including Star, Even Start and Head Start).

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

Section 2. The Board agrees not to negotiate with any organization other than that designated as the representative pursuant to the Michigan Public Employment Relations Act, MCL 423.215 et seq. as amended, for the duration of this Agreement.

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

Section 4. All Paraeducators covered by this agreement are considered to be Instructional and Highly Qualified.

**ARTICLE 2**  
**BOARD RIGHTS AND RESPONSIBILITIES**

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

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

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

**ARTICLE 3**  
**EMPLOYEE RIGHTS AND PROTECTIONS**

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

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

### Section 3

- (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) The private and personal life of any employee is not within the appropriate concern or attention of the Employer, unless it interferes with their ability to perform their job.

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

Section 5. An employee shall be entitled to have present a representative, (president of the Association or his/her designee) of the Association during any meeting which leads or may lead to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present and a statement will not be written by the person in question until their representative is present however, the representative must appear in a timely manner. Should disciplinary action likely occur at a given meeting, the employee shall be advised immediately of said possibility and be advised by the Employer of the right to representation under this provision of the agreement.

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

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

may make a written request that discipline no longer be used in conjunction with additional discipline by the Board of Education.

Section 8. An employee who is assaulted at work will write up an incident report, one (1) copy for their Administrator and one (1) copy for their Association President. He/she will confer with their Administrator and identify the best recourse of action to either go to the District designated health center or be allowed to go home for the rest of the day of the assault, with no loss of compensation or reduction in his/her sick leave time, or go back to the classroom.

Section 9. A Paraeducator may be responsible for the administration of medication in emergencies situations as outlined in a health plan and/or per an Individual Education Plan (IEP), only with the appropriate training (provided prior to each school year when possible), and another adult present. If a second adult is not present the Paraeducator will take every measure to act in the best interest of the child given the emergency situation.

Section 10. An employee who handles District's funds shall follow the District policy.

Section 11. When an employee submits a written authorization for deductions for voluntary contributions to the District, the District shall make the proper payroll deductions in a timely manner.

Section 12. Employees shall not be required to work in a school deemed, by an appropriate authority to be unsafe or hazardous or to perform tasks which endanger their health, safety, and/or wellbeing.

Section 13. The District shall make every effort, consistent with the available facilities and resources, to maintain the classrooms, bathrooms, lounge, Media Center in a clean condition, and at a comfortable temperature.

#### **ARTICLE 4** **ASSOCIATION RIGHTS**

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

1. Special conferences for important matters may be arranged between the Association president and the designated representative of the Employer upon the request of either party.
2. The Association shall be provided with bulletin boards, or sections thereof, for the purpose of posting Association materials. The Association shall also have the right to use the school mails to distribute Association material.
3. School equipment shall be made available to the Association and its members

under such conditions as may be prescribed by the building administrator. Any supplies required in the use of such equipment in this manner must be replenished by or paid for by the Association at cost price.

4. The Executive Director or designee shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. The initial contact in any school building shall be with the school office (principal, assistant principal, administrator, or secretary).
5. The administration shall furnish, upon request from the Association, all available information and documents necessary for negotiation and/or the maintenance of this agreement and to otherwise represent an employee, provided that this provision shall not require the Board to compile information or statistics not already compiled.
6. The minutes, agendas, and reports of all School Board meetings will be sent to the Association office, Association officers, and/or Association representatives as they appear in the files of the board before each regularly scheduled meeting of the Board of education along with a copy of the minutes from each meeting, until made available on the District Website under Board of Education.
7. The association shall receive in writing, all new employee's and any employee change in status: name, date of hire, job title, work location, step, address and phone number in a timely manner from the day of the request.
8. When facilities are desired for Association meetings, requests for such meetings shall be in accordance with established Board policy and shall not disrupt normal school operations. Association members are required to comply with District's Acceptable Use Policy when using the District's internet services.
9. If the Board or its representative agrees to allow any of the following during working hours, on School District premises, it shall be without loss of pay. The Association shall reimburse the District for all retirement contributions associated with the compensation related to any time used to conduct the following:
  - a. Post Association notices.
  - b. Distribute Association literature.
  - c. Transmit communications, authorized by the local Association or its officers, to the Board or its representatives.

- d. Consult with the Board or its representatives, local Association Officers, or other Association representatives concerning the enforcement of any provisions of this Agreement.

## **ARTICLE 5**

### **GRIEVANCE PROCEDURE**

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

Section 2. Conditions. The number of days provided for the presentation and processing of grievances in each step of the grievance procedure establish the maximum time limits and any grievance not presented within the time limits provided at each respective step of the grievance procedure shall be considered withdrawn, provided, however, that the time limits set forth herein may be extended by mutual agreement between the Board, or its representatives, and the employee or the Association.

Section 3.

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

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

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

Step One: If an informal resolution of the complaint is neither obtained nor sought, but in no event later than ten (10) working days after the occurrence of the event upon which the complaint is based, or ten (10) working days from when the employee knew or should have known of the event, a written grievance may be submitted to the appropriate supervisor. A copy of the written grievance shall be filed with the Association.

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

Within ten (10) working days after receipt of grievance at Step One, the appropriate

Supervisor shall meet, if necessary, with the grievant and/or the Association and render a written decision with copies to the Association and the grievant.

Step Two: If the grievance is not resolved at Step One, the decision may be appealed, in writing, to the appropriate Central Office Administrator, or designee, within ten (10) working days after the date such decision was rendered.

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

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

Step Three: If the grievance is not resolved at Step Two, the decision may be appealed, in writing, to the Superintendent or his designee, within ten (10) working days after the date such decision was rendered.

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

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

Section 5. It shall be the function of the arbitrator, who shall be empowered, except as the powers are limited below, after due investigation to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

- a. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
- b. The arbitrator shall have no power to establish salary schedules.
- c. The arbitrator shall have no power to change any practice, policy, or rule of the Board. The arbitrator's powers shall be limited to deciding whether the Board or its representatives have violated the express articles or sections of this Agreement. The arbitration hearings shall be conducted at District facilities or the MEA office.

- d. There shall be no appeal from an arbitrator's decision. It shall be final and binding upon the Association, the employee or employees involved, and the Board.
- e. The fees and expenses of the arbitrator shall be shared equally. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other.
- f. Notwithstanding any other provision in this Agreement, the Board shall have no obligation to arbitrate any grievance after the expiration of the Agreement. The Board, shall arbitrate grievances arising during the term of this Agreement for which a timely grievance was filed before the Agreement's expiration.

Section 6. Miscellaneous Conditions

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

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

## **ARTICLE 6** **SENIORITY**

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

Section 2.

- a. The first ninety (90) full work days of employment shall be probationary (new hires) with no seniority, temporary leave (except sick leave days) or other benefits, except holiday pay, per Article 13. If the employee is absent, the probationary (new hire) period is extended by the number of days absent.
- b. If the employee is continued in employment beyond the ninety (90) day probationary period, the employee shall acquire the status of a seniority employee and seniority shall be established from the first day worked as a probationary employee. Insurance benefits will commence on the first day of the month following the hire date.
- c. The Association shall represent probationary employees for purposes of collective bargaining in respect to wages, hours, terms and conditions of employment. Probationary employees may be summarily discharged.

Section 3. Upon request from the Association, the Employer shall prepare, maintain, and post the seniority list. An updated seniority list shall be provided to the Association President as needed, but not less than 2 times per year as requested by the Association President. The Association President will receive a seniority list within five days of requesting one, unless there is an agreed upon date. The requested seniority list will include the following: Name, hired date, department date, position and work location. Any changes on the seniority list shall be emailed to the Association president within one (1) week of the change. The President and/or designee shall be notified by the District when an employee completes their probation period.

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

- a. If an employee voluntarily quits or retires; or

- b. An employee transfers to a non-bargaining unit position; or
- c. An employee is dismissed and the dismissal is upheld for just cause, such as:
  - 1. reasons of moral turpitude;
  - 2. falsifying employment application for the purpose of gaining an advantage or benefit that would not be otherwise merited; or
  - 3. excessive absence from work without notice, except for circumstances beyond the employee's control.
- d. An employee is laid off and is not recalled after 12 months.

Section 5. Seniority for Summer School shall be based on the time the employee has spent in the following classifications: Associate Teacher with GSRP, ELD Paraeducator, Special Education Instructional Paraeducator, Media Specialist, ESCD Paraeducator and Instructional Paraeducator. Seniority shall be awarded according to the employee's seniority in the classification of the posted position. If an employee has no seniority in the classification of the posted position then the position shall be awarded to the employee according to their district seniority.

## **ARTICLE 7**

### **VACANCIES AND TRANSFERS**

Section 1.

- a. Job vacancies within the bargaining unit that occur within the school year will be posted for a period of five (5) working days, setting forth the minimum requirements for the position. Such postings shall be in a conspicuous place in each building where bargaining members work. Said postings shall contain the following information: type of work, starting date, rate of pay and classification, hours to be worked, and minimum requirements. Employees interested in such vacancy shall apply in writing to the Department of Human Resources within five (5) working days following the first day of posting. The most senior employee within the group applying for the position, and who is the most qualified, may fill the position.

The Board reserves the right of placement on the appropriate salary schedule for the most senior qualified applicant who transfers from one group to another.

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

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

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

Section 3. An employee may request a voluntary transfer to fill a vacancy by submitting a written request to Human Resources by April 1st for the next school year. If an opening occurs during the school year, an employee may submit a written request for a transfer. Administration retains the right to approve or deny such request.

Section 4. Involuntary Transfers

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

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

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

An involuntary transfer is not considered an involuntary transfer if it occurs within the same building. An involuntary transfer is a transfer to a different building/grade level and not requested by the employee. The District shall meet with the employee proposed to be transferred and the Association President and/or his/her designee before any transfers occur.

It is understood that when an employee is being involuntarily transferred for the following school year, the appropriate Administrator will call or meet with the employee, before sending out the notice to that employee.

An involuntary transfer will not be construed as a disciplinary action.

Section 5. All job postings for the unit shall be posted on the District website for the members to access immediately and the Association President will be notified via email of all postings. Copies of the standard letters created for members of the bargaining unit following Board approval of their appointments will be forwarded to the Association President in a timely manner. Upon request, the Association shall be provided in writing/email the placement (classroom and building) of all employees for the upcoming school year by the second week in August. Members shall be notified of any changes in their assignment (classroom and building), from the previous school year, for the upcoming school year, in writing, two (2) weeks prior to the start of the new school year.

Section 6. A temporary vacancy shall be posted for all positions that will require a substitute for more than ten (10) days but not more than forty five (45) days. The district shall make every effort to hire temporary substitutes who are highly qualified, when they will be subbing more than ten (10) days. If a temporary substitute is still needed prior to the fortieth (40) day of subbing a temporary position, upon request, the union president and the superintendent shall meet to discuss the position. Both the superintendent and the union president may mutually agree in writing to extend the temporary vacancy for an additional ten (10) days. If a substitute is still needed after a ten (10) day extension, the position will automatically be posted.

## **ARTICLE 8**

### **LAYOFF AND RECALL**

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

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

- a. Within each classification being reduced, probationary employees will be laid-off, and then non-probationary employees will be released in the inverse order of

seniority.

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

Section 3. Employees to be laid-off pursuant to the above procedure will be given notice at least fourteen (14) working days prior to the effective dates of their layoffs.

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

Section 5.

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

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

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

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

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

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

Section 9. Employees whose hours are reduced or who will be placed on layoff will be given notice at least twenty (20) working days prior to the effective date.

There will be a bumping hall for each semester (twice yearly), if necessary. Reductions which take place between the beginning of the school year until thirty (30) work days before the end of the first semester shall have a bumping hall take place in January. The bumping hall for the second semester shall take place in May.

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

## **ARTICLE 9**

### **DISCIPLINE AND DISCHARGE**

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

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

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

No employee shall be subjected to an Administrative and/or staff reprimand and/or disciplinary action while in the presence of parents, students or staff. All reprimands written

or oral will be done in private with the Association President present. The Association President/representative shall be present for all Paraeducator possible disciplines.

An employee shall not be docked wages until there is a meeting or proper communication with his/her Administrator, the employee and the association president.

All meetings requesting an employee's presence directly related to discipline shall include an Association Building Representative for the purpose of note taking.

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

Section 3. Any employee found to be unjustly suspended or discharged shall be reinstated with back wages and with full restoration of all other rights and conditions of employment.

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

Any discipline (including written warnings and reprimands, suspensions, reductions in rank or occupational advantage, discharges, or other actions of a disciplinary nature) due to surveillance equipment and/or social media will follow the proper disciplinary plan as outlined above in Article 9.

## **ARTICLE 10** **LEAVE DAYS**

### Section 1.

- A. The total leave bank shall be accumulative to a maximum of ten (10) times the yearly rate.
- B. At the beginning of each school year, an employee shall be credited with their sick leave allowance in the following way:
  - 1. 1-2 years of employment – 10 days
  - 2. 3 years and more of employment —14 days

Sick days will be front loaded at the beginning of each school year as stated above in number 1 and 2. If an employee's employment is terminated before the school year is completed and the employee has used their sick days, the sick days will be prorated for the time spent employed and if the usage is over, that time will be deducted from the employee's last paycheck with the District. Any employee who is discharged or retires and has unused sick days, shall have any sick leave days over the 180 paid out; may donate up to 5 days to the sick bank.

For purpose of the use of an employee's sick leave allowance, pregnancy including childbearing; recovering from childbearing; miscarriage or abortion; postpartum depression; and/or the legal adoption of a child(ren) will be treated the same as any other temporary disability for the employee or the spouse/significant other of an employee.

An employee who is absent from work because of an illness, shall be responsible for providing a doctor's note to the District, if the illness lasts four (4) or more days.

- C. An employee who was not paid for sick leave days during the school year, and who has accrued sick leave days at the end of the school year, shall, upon his/her written request to the payroll office, be paid for the unpaid sick leave days up to the amount of year-end sick leave accumulation.
- D. The leave shall be accumulative to a maximum of ten (10) times the yearly rate. For Federally funded employees, accumulation of leave days shall begin effective July 1, 1984.
- E. Bereavement days are in addition to the above mentioned sick days. Three (3) days may be used in the event of a death in the immediate family. Members of the immediate family are limited to husband, wife, mother, father, son, daughter, sisters, brothers, grandchildren, mother-in-law, father-in-law, grandparents, nieces and nephews, all the before mentioned family members as step family or a close relative who lives in the same house as the employee. The employer reserves the right to require proof of illness for any days taken as bereavement days.
- F. Leave may be used as personal business leave, to a maximum of four (4) days yearly by employees with less than two (2) years of service and five (5) days yearly by employees who have completed two (2) years of service, or sick leave at the discretion of the employee. Personal Business days are not to be used as vacation days and they should not be used more than two (2) consecutive days in a row unless approved by Administration for emergency reasons only.

Any sick leave days that are not used during the fiscal school year will be rolled over and will be available as income protectors in the event of an extended illness or injury.

- G. An employee on leave without pay for non-service connected illness or disability shall continue to receive hospital, medical, surgical benefits for the first ninety (90) calendar days of such leave pursuant to Article 16, Section 1c.

Section 2 A Paraeducator will notify their building principal two (2) days in advance, if possible, of taking a personal business day. Paraeducators needing two (2) or more

consecutive personal days shall submit their request in writing by using the personal business day form. It is understood documentation may be required before approval is granted.

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

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

Section 3. The Board shall provide up to a total of two (2) days per year for the collective use of the Association President and his/her designee for Association business. The OPESPA President and/or his/her designee shall have the option of using an Association day in one (1) hour increments. The president shall submit their request to the superintendent, giving a minimum twenty four (24) hour notice. No deduction from the individual's leave day accumulation shall be made for days so granted. It is understood that the OPESPA shall reimburse the Board for the retirement costs associated with the time used. The OPESPA will reimburse the District for all retirement costs associated with any used Association business days and/or hours.

#### Section 4. Central Sick Bank

- (a) Creation and Operation. Each Paraeducator, upon the effective date of this Agreement or initial employment, shall deposit one day of sick leave from his/her sick leave bank into the Central Sick Bank. Paraeducators newly employed by the School District shall have one (1) sick day of their current allowance transferred to the Central Sick Bank at the end of their probationary period.
- (b) At the beginning of each school year, Paraeducators will be allowed to

donate up to ten (10) days to an emergency sick bank. If a Paraeducator has over one hundred (100) accumulated sick days, they may donate over ten (10) days to the sick bank. This is voluntary for the Paraeducator. The sick bank will not be available for use/withdrawals until it has reached one hundred eighty days (180). The District will notify the Association when the number of days in the sick bank falls below sixty (60) days. The District will then transfer one (1) day from each Paraeducator's allowance to the Central Sick Bank.

- (c) Withdrawal may be made from the Central Sick Bank for personal illness, according to the conditions and procedures for Central Bank withdrawals, upon written application to the Central Bank Committee by a Paraeducator who has exhausted his/her own sick leave days and has been out of work during the school year due to sickness or injury of the Paraeducator for at least 30 consecutive school days.
- (d) The Central Bank Committee shall be composed of two (2) members of the administrative staff and three (3) members of the OPESPA and shall meet as needed. The committee shall be empowered to approve or disapprove all such applications and determine the number of days allowable if approved. Decisions of the Central Bank Committee shall not be subject to the grievance procedure.

#### Section 5. Conditions and Procedures.

- (a) A member of the Bargaining Unit must be out of work during the school year due to sickness or injury of the Paraeducator for at least thirty (30) consecutive school days, and s/he must have exhausted his/her own bank of leave days before s/he is eligible to receive any days from the Central Bank. It is understood that the Central Bank Committee may waive part or all of the waiting period if in its judgment, circumstances warrant.
- (b) Written application (form available in each school office) shall be made to the chairperson of the Central Bank Committee when requesting days from the Central Bank. Such application shall include the following:
  - 1. Date of illness or disability.
  - 2. Date of expiration of the applicant's sick leave days.
  - 3. A statement from a doctor recognized as being appropriate to the treatment of the illness and indicating the approximate time the member of the Bargaining Unit must refrain from working.
- (c) A member of the bargaining unit may draw from the Central Bank up to

thirty (30) school days at which time another statement from his/her doctor must be presented to the Central Bank Committee re-evaluating the member's health situation and restating an approximate date of return to work. An additional thirty (30) school days may be given upon further evaluation by the Central Bank Committee. This procedure may be repeated if necessary for a final thirty (30) school days. No Paraeducator shall be allowed more than the number of days needed to satisfy the waiting period for LTD benefit from the Sick Bank in any school year. In addition, the Committee may limit the total days a bargaining member may borrow to ninety (90) in a five-year period.

- (d) It is understood that while a member is drawing from the Central Bank, s/he is entitled to all fringe benefits as described in the Master Contract. It is further understood that when such member returns to work s/he shall be entitled to the same position s/he occupied prior to the illness or disability, provided that s/he has furnished the Board and Central Bank Committee with medical evidence of his/her fitness to assume his/her former duties.
- (e) A member who has drawn from the Central Bank and has returned to work shall not be eligible for further benefits from the Central Bank until thirty (30) days have elapsed from the date of his/her return to work. Paraeducators shall apply for sick leave bank days within ten (10) days after return from sick leave. No consideration will be given any application beyond these ten (10) days. It is understood that the Central Bank Committee may waive part or all of the thirty (30) day period if, in their judgment, circumstances warrant.
- (f) Any Paraeducator granted up to thirty (30) days from the Central Sick Bank shall repay those days to the bank at a rate of five (5) days per year beginning with the start of the school year after the loan was made until such time as the loan has been repaid or the teacher is no longer in the bargaining unit. The Committee shall notify the Business Office, in writing, of the required payments to be made each year by June 30<sup>th</sup> of the year before the payment is to be made.
- (g) Days owed upon Retirement/Departure from the Bargaining Unit. In the event, a member retires or leaves the bargaining unit with day(s) owed to the OPESPA Sick Bank, the Association shall notify the Board of the number of days owed. The number of days owed by the member times their daily rate shall be deducted from any Retirement/Severance payment under this Agreement and then remitted to the Association in the form of additional sick days added to the sick bank or cash in lieu. This applies only to days borrowed after June 30, 2016.

## **ARTICLE 11 LEAVE OF ABSENCE**

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

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

Section 2. Jury Service: an employee called for jury service shall be paid their daily salary but shall pay the daily jury duty fee paid by the Court to the district on days they would have been scheduled to work and were required to attend Jury duty. The employee shall not have any days deducted from their leave bank for these Jury leave days.

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

general conditions of leave.

Section 4. Pregnancy and Maternal Care: Will follow FMLA

Section 5. Sickness/Health leaves, when recommended by a physician, psychologist, or psychiatrist shall be granted according to the general conditions of leave. At the end of such leave the employee must either return to work or resign, unless an extension of leave is granted under Section 1 above.

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

Section 7. Employees requesting leaves of absence, pursuant to the Family Medical Leave Act 1993 (FMLA), who are found eligible, will be required to exhaust certain paid leave entitlement for which they may otherwise be eligible under the terms and conditions of the collective bargaining agreement during their FMLA leave time. The rights established by the FMLA will not diminish any employee benefit programs or plans or paid leave provisions dictated by the terms of the collective bargaining agreement as long as it is aligned with the federal law. Further, any rights afforded by the FMLA will not be used to expand an employee's contractual rights and benefits, provided those rights and benefits meet or exceed the basic requirements of the FMLA.

Section 8. If an employee who has given birth to, or adopted, a child desires a leave of absence for maternal or paternal care purposes, the employee may make written application for such leave. The Employer may grant leaves of absence for child care of up to one year. Childcare leaves must be requested in writing at least thirty (30) calendar days in advance of the desired start of the leave. A maternal or paternal care leave shall be granted subject to general conditions of leave.

## **ARTICLE 12**

### **HOLIDAYS AND VACATION DAYS**

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

- Friday before Labor Day
- Labor Day
- Christmas Eve
- Christmas Day
- New Year's Eve
- New Year's Day
- Wednesday before Thanksgiving
- Thanksgiving Day
- Day after Thanksgiving

- Martin Luther King, Jr. Day
- Two days (2) at Spring Break
- Good Friday
- Memorial Day

Section 2.

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

Section 3. Employees who work 181 days shall not receive annual vacations days other than paid holidays as outlined in section 1.

**ARTICLE 13**  
**WORK SCHEDULES AND CONDITIONS**

Section 1. Members of the bargaining unit shall have a work year of a minimum of one hundred eighty-one (181) work days which includes five (5) imbedded Professional Development Days and one classroom set-up day prior to the start of school. Staff must attend the professional development days that are outlined in the yearly calendar. The sick bank leave days cannot be used for professional development absences. The five (5) professional development days may include but not be limited to training in: CPR/AED, CPI, EPI pen, Blood Borne Pathogens, behavioral strategies, student specific medical conditions, FERPA, first aid and any legally required training.

Section 2. The normal work day shall be eight (8) hours with a thirty (30) minute unpaid lunch as follows:

- First work shift - 7:30 a.m. - 4:00 p.m.
- Second work shift – 7:45 a.m. – 4:15 p.m

The employees must be at their post at the designated start time.

A work shift schedule shall be provided before the beginning of the school year.

Paraeducators shall have the option to request, in writing, their 1<sup>st</sup>, and 2<sup>nd</sup> choice of work shift and email it to the Secretary of the Business Office by the first week in June, for the next school year. The district shall make every effort to grant the employee's first choice, when possible. Additional shift choices may be allowed by the Superintendent and/or his/her designee on an individual basis in consultation with the Association President and/or his/her designee.

Section 3. Paraeducators shall be paid for working curriculum night and conferences, when a half day comp is not an option.

Section 4. Paraeducators will have access to their student(s) IEPs at a glance.

Section 5. Paraeducators may be assigned to assist in instructional related activities. Such activities, under the direction of the teacher, are:

- a. Complementing instruction (i.e. assisting the teacher during the lesson by helping pupils who may be having difficulty in understanding or in keeping up with the class).
- b. Supplementing instruction (i.e. assisting the teacher by working with individuals or small groups of pupils on follow-up activities specified by the teacher).
- c. Reinforcing instruction (i.e. assisting the teacher by administering under supervision and direction, remedial or drill activities for individuals or small groups).
- d. All Paraeducators engaged in complementing, supplementing, or reinforcing instruction shall be under the meaningful direction and supervision of a certified teacher. A certified teacher must always be present when a Paraeducator is assisting with administering district, state or federal testing. (Dibels, Scantron, M-Step, Mi-Access or ACT/SAT).

Section 6. Paraeducators who find themselves without a certified teacher in the classroom should: 1) Notify their building principal, 2) Notify their association president and 3) Notify an Administrator at the Admin. Building.

Section 7. Paraeducators assigned to a student with a 504 shall have access to information such as the provision page.

Section 8. All materials for CPI training will be purchased and provided to the instructors two (2) days before the training is to commence. All costs associated with maintaining CPI certification shall be paid for by the district.

Section 9. Paraeducators will be provided all tools and equipment needed to perform their job duties and all equipment will be kept in working order, (i.e. gloves, briefs, blue pads,

changing table, lifts, access to a computer and printer, etc.). If any supplies or equipment are missing or not in working order, the Paraeducator will notify the building principal by email.

Section 10. Any job duties assigned to an employee shall be related to providing the highest level of support to children.

Section 11. Overtime work shall be assigned equally whenever possible.

Section 12. In the event regularly employed personnel must be absent for any reason, every effort shall be made to employ substitute assistance.

Section 13. Members of the bargaining unit shall not be held responsible for loss of school property or children's property within the school or while on official business unless proof of negligence is established.

Section 14.

- a. Employees not required to work on scheduled work days because of conditions not within the control of school authorities such as inclement weather, fire, epidemics, mechanical breakdowns or health conditions, shall receive their regular pay for days which are cancelled up to a maximum of the State allows per school year.
- b. Additional work days cancelled beyond the State allotment described above may be rescheduled by the Board of Education. Dates of make-up days shall not be grievable.
- c. Employees not required to work on scheduled work days because of conditions not within the control of school authorities such as inclement weather, fire, epidemics, mechanical breakdowns or health conditions, shall receive their regular pay for days which are cancelled up to a maximum of the State allows per school year.

Section 15. Employees are to report absences by calling the Sub System no later than 6:30 a.m. on the day they are going to be absent from work. This will provide ample time in which to try and secure a substitute. This procedure must be followed even if no substitute is required. If an employee fails to notify the Sub System by the designated time, he/she will not be paid for the day(s) absent from work. It is understood that there may be some cases when extenuating circumstances would prevent proper notification.

Section 16. The employer will make this Agreement available on the District's website. In addition, ten (10) copies will be provided to the Association.

Section 17. Whenever possible, summer positions shall be assigned by seniority in the same classification and the same classification employees shall be given first consideration, i.e., a special education Paraeducator shall be given a position in the summer for a special

education position over an ELD Paraeducator, media specialist, an instructional Paraeducator and so on.

Section 18. Latchkey fees shall be waived for all Paraeducators that use this service during their work shift.

**ARTICLE 14**  
**COMPENSATION**

Section 1. Hourly Rates

a. Instructional Support

Pay Rate Schedule for 2020-21, 2021-22, 2022-23.

Employees will move one (1) step in 2021-2022 and 2022-23.

Stipends have been rolled into the hourly salary, \$0.32 per hour.

Step	Hourly Rate
1	\$13.50
2	\$14.18
3	\$14.89
4	\$15.63
5	\$16.41
6	\$17.23
7	\$18.09
8	\$18.99
9	\$19.94
10	\$20.94
11	\$21.99

In 2020-2021, employee's steps will be recalibrated based on the following table below effective January 19, 2021.

2019/20 Step	2020/21 Step
1	1
2	3
3	4
4	5
5	6
6	6
7	7
8	7
9	8
10	8
11	9
12	9
13	9

Upon ratification by both parties, all Paraeducators shall receive a ratification bonus as follows:

Hire Date:

Prior to 2006	\$1,500
2006-2014	\$1,250
2015-2020	\$1,000

100% of the ratification bonus will be paid to eligible employees within 45 days of contract ratification by both parties. Employees must be employed on the date of contract ratification by both parties to be eligible for the signing bonus. Employees who leave prior to June 12, 2021 will have a prorated amount removed from their final paycheck.

Beginning with the 2021/22 school year, paras will have the option to be paid over 20 or 24 pays. The paychecks will be dated on the 15<sup>th</sup> and 31<sup>st</sup> of each month or the preceding Friday if the 15<sup>th</sup> or 31<sup>st</sup> falls on a weekend or Federal banking holiday.

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.

- b. Paraeducators shall be paid their hourly rate of pay for all time worked at Latchkey, any other school programs worked before or after the regular student day but within the employee's work shift below. In this scenario, all time worked for a third party, outside of the employees work shift will be paid by the third party and not qualify for overtime/compensation time.

Section 2. Wages and holiday pay will be spread over the work year to equalize pay subject to adjustments for unpaid work days.

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

- a. Persons hired between January 1 and June 30 shall start an original anniversary date on July 1 first following their date of hire.
- b. Persons hired between July 1 and December 31 shall have an anniversary date of the July 1 first preceding their date of hire.
- c. Persons hired on July 1 shall have an anniversary date of their date of hire.
- d. All employees hired after July 1, 2016, will be placed on step one (1) of the salary schedule, when possible.

Section 4. Employees authorized to use their personal automobiles while on school business

shall be reimbursed at the IRS maximum allowable rate per mile in effect September 1 of each year. All such mileage shall be recorded upon a voucher to be provided by the Board.

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

- a. The total of unemployment compensation plus salary earned by employment in the district shall not be below that which the employee would have received had he or she been employed the entire school year.

Section 6. Any employee covered by this Agreement who retires while employed by the School District shall be eligible for termination pay of one (1) day's pay for each full year of active service in the School District. One (1) day's pay shall be the employee's hourly rate multiplied by the number of hours in the employee's normal daily work assignment, both determined at time of retirement. Time spent on leave shall not be counted as active service. A retiree, to be eligible for severance pay, must qualify for regular or medical retirement under the Michigan Public School Employees Retirement System or have been employed for at least ten (10) or more years of total service in the Oak Park School District.

Section 7. Pay for Unused Days

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

Section 8. Paraeducators who work in a classroom without a teacher or sub and with students present shall receive the difference between their daily pay rate and the daily pay rate for a sub, whichever is greater.

Section 9. The District shall pay all associated fees when a Paraeducator is required to attend a field trip. A Paraeducator shall be paid an extra thirty (30) minutes for missing their duty lunch while on a field trip.

**ARTICLE 15**  
**INSURANCE PROTECTION**

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

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

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

- a. The Board, by payment of the premium payments required to provide the coverage set forth herein, shall be relieved from all liability with respect to the benefits contracted for with the Insurance Company. The Board will limit its payment to the Hard dollar Cap Limits as set by PA 152.
- b. Failure of the Insurance Company to provide such benefits, for any reason, shall not result in any liability to the Board of Education.
- c. Employees on Leave: Board payment for insurance protection shall be discontinued on the date when the employee resigns, is terminated, is laid off or placed on leave of absence without pay except as provided for in Article 11, Section 1 e.
- d. For new employees, the insurance coverage described below shall become effective on the first day of the month following successful completion of the probationary period, provided the necessary enrollment forms have been filed with the Payroll Department within thirty (30) days of the date of successful completion of the probationary period. Subsequent opportunities to enroll shall be provided during the month of September.
- e. There shall be no double coverage of hospital- surgical-medical insurance. An employee who receives that type of coverage from another source may not receive that type of coverage as an insured pursuant to this Agreement. The election of which of those plans the employee is to be covered under is the employee's.
- f. The contract language (with respect to insurance) will be modified according to vendor selection prior to May 30, and incorporated throughout this agreement as it relates to health insurance coverage.

## Section 2. Hospital-Surgical-Medical Insurance

Eligible employees may participate in any of the following plans:

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

- 1) MESSA Choices:
  - \$1,000/\$2,000 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 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

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

**Dental Insurance:**

- Delta Dental is the insurance carrier.
- 75% Class I benefits, 75% Class II benefits, 75% Class III benefits, \$2,000 annual maximum.
- 75% Class IV benefits, \$2,000 lifetime maximum.

**Vision Insurance:**

VSP 2 Silver with internal and external coordination of benefits.

**Long-Term Disability Insurance:**

LTD 60%. Plan II, 180 calendar day straight wait, \$1,500 maximum monthly benefit. Alcoholism/drug same as any other illness; mental/nervous same as any other illness, family social security offset, freeze on offsets and no cost of living allowance.

**Life Insurance:**

Negotiated life: \$30,000

AD&D: \$30,000

Section 3. Workers Compensation. Any employee who is disabled or injured in the line of duty shall receive such compensation and expenses as are prescribed by law plus, at the employee's option, the difference between his/her regular salary and the compensation benefits to the extent permitted by a prorated deduction from his/her personal accumulated sick leave. Such supplementation shall be provided only for such periods as the employee would otherwise have been working, shall be provided by a deduction of sick leave prorated on the ratio of the supplementary pay by the Board to the employee's regular daily pay at the time of injury or illness until the employee's personal sick leave accumulation is exhausted. In no case will the Board of Education's supplement extend beyond the individual employee's accumulated leave earned as of the last day worked.

**ARTICLE 16**  
**CONFORMITY TO LAW**

This Agreement is subject in all respects to the laws of the United States and the State of Michigan with respect to the powers, rights, duties and obligations of the Board, the Association and employees in the bargaining unit and in the event that any provisions of this Agreement shall at any time be held to be contrary to law then such provisions shall be of no force and effect but all other provisions shall be continued in full force and effect.

**ARTICLE 17**  
**ENTIRE AGREEMENT CLAUSE**

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

**ARTICLE 18**  
**STRIKE PROHIBITION**

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

**ARTICLE 19**

## **WAIVER CLAUSE**

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

## **ARTICLE 20 MISCELLANEOUS**

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

An Emergency Manager appointed pursuant to Michigan Law may reject, modify, or terminate this Agreement under the Local Financial Stability and Choice Act (2012 Public Act 436).

## **ARTICLE 21 DRUG AND ALCOHOL ABUSE INTRODUCTION - NOTICE AND PURPOSE**

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

In order to achieve these objectives, the parties agree to the following terms:

Section 1. Policy Regarding Drug Abuse. The manufacture, use, possession, distribution, sale or offering for sale or distribution of a controlled substance by an employee while on District premises, while engaged in District business, or while participating in or attending a District activity is prohibited.

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

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

Furthermore, as a part of this contract language, 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/her designee, in writing within five (5) calendar days after the conviction.

Section 2. Policy Regarding Alcohol Abuse. Reporting to work, working or otherwise being on District premises or at a District activity while under the influence of alcohol is absolutely prohibited. The possession of alcohol, in sealed or unsealed containers (excluding sealed containers in personal vehicles) on District premises is also prohibited, as is the unauthorized consumption or distribution of alcohol on District premises. Under no circumstances will the consumption or distribution of alcohol be permitted while participating in or attending any District activity involving students.

### Section 3. - Definitions

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

### Section 4. - Policy Administration

- a. Employee Notification. All employees will be notified of this Agreement at the time it is adopted and once each school year, thereafter. New employees will be notified of this Agreement during their orientation, if not sooner. Compliance by employees with the policies in and requirements of this Agreement are mandatory conditions of employment.

- b. Employee Initiated Rehabilitation. Employees with a problem related to drug or alcohol use are encouraged to volunteer for rehabilitation assistance before the problem leads to a situation which could jeopardize their employment.

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

- c. Discipline.

Disciplinary action will be taken against employees who violate Sections 1 and 2 of this Agreement, as permitted by and in accordance with state and federal law and the procedures of the applicable collective bargaining agreement, as follows:

1. The manufacturing, possessing, using, distributing, selling, or the attempt to manufacture, distribute, possess, use or sell any controlled substance, while on District premises, while engaged in District business, or while participating in or attending a District activity, will result in immediate discharge;
2. All other violations of Sections 1 and 2 of this Agreement will result in discipline up to and including immediate discharge, pursuant to the main collective bargaining agreement between the parties. Rehabilitation may be made a part of the discipline and a condition for returning to work. Employees believed to be subject to discipline under subparagraphs 1 and 2, above, will also be referred to law enforcement authorities.

- d. Confidentiality.

The confidential nature of all actions taken pursuant to this Agreement is to be respected.

## **ARTICLE 22**

### **EVERY STUDENT SUCCEEDS/NO CHILD LEFT BEHIND**

Note this article is subject to change as clarifications to the ESSA/NCLB legislation are determined. The guidelines for para-professionals and the administration of the academic

assessment will be addressed at a later time. The union and the administration agree to meet at a later date to develop a Memorandum of Understanding regarding this issue.

- A. All classroom Paraeducators are required to meet the highly qualified requirements of the Every Student Succeeds Act. Those requirements are to have completed any of the following:
  1. Have completed two (2) years of higher education.
  2. Obtained an Associate's Degree.
  3. Demonstrate through an academic assessment using Work Keys, MTTC assessments, etc.. Or through the Highly Qualified Paraeducators Portfolio option the knowledge and ability to assist in instructing.
  4. Have a minimum of thirty (30) semester hours of forty-five (45) credit hours in allied or related classes.
  5. Five (5) years of service with the Oak Park Public Schools in the area of responsibility and a minimum of five (5) related classes (15) credit hours or ten (10) semester hours.
- B. The District's review committee will determine if the Paraeducator meets either of the highly qualified requirements through the use of the Michigan Department of Education of Education rubric and/or the successful completion of the Work Keys or MTTC assessments, or sixty (60) credit hours of coursework in high education.
- C. Paraeducators taking training, as approved by the Superintendent, in preparation for taking the academic assessment, shall be paid at their regular rate of pay in the event that the training is provided during non-regular work hours.
- D. If a Paraeducator has been determined by another school district or by the Michigan Department of Education as meeting the highly qualified requirements of the Every Student Succeeds Act, then s/he shall be considered by the Oak Park School District as meeting the qualifications.
- E. In the event that any Paraeducator is unable to meet the requirements of the Every Student Succeeds Act by the established deadline, s/he shall be laid off by the district with recall rights as established under the collective bargaining agreement. Paraeducators must meet the Highly Qualified requirements in order to fill an Instructional Paraeducator position.
- F. All test scores related to the academic assessment taken by the Paraeducators for the purpose of meeting the highly qualified requirements shall remain confidential. The only information to be shared with appropriate district personnel will be whether the Paraeducator passed or did not pass the assessment.

## **ARTICLE 23 EVALUATION**

The Oak Park Evaluation Program and supporting standards are the result of the collaboration and cooperation of Oak Park Paraeducators, administrators, and Board of Education members. In this document, we have expressed what we believe effective Paraeducators do in their job assignment. The supporting standards consist of eight standards and an evaluation plan. The ultimate goal is to increase student achievement through continuous professional growth, coordinating efforts to educate students, and requiring accountability.

As research in the area of effective instruction continues, professionals learn more about instruction and its relationship to student learning. We have done our best to capture the dynamic and interactive processes of instruction. We expect our Paraeducators to incorporate the eight standards into their current successful practices and for administrators to support Paraeducators in developing these practices. As with any effort of this magnitude, this document will be reviewed and modified to ensure that it continues to reflect our best and most current thinking.

This document is an example of the commitment that Oak Park educators have to the improvement of public education in our community. All of those involved in the development of the Evaluation Program and supporting standards hope it will serve as a valuable tool in the continuous pursuit of equity and excellence.

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Dr. Daveda J. Colbert  
Superintendent

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Sharon Tarver  
Oak Park Educational Support Personnel  
Association

### **FORMAL EVALUATION**

All staff shall be formally evaluated using factors reasonably related to a Paraeducator performance, with a mark for each factor and an overall rating. Overall ratings shall be: **“Meets or Exceeds Expectations (MEE)”** or **“Does Not Meet Expectations (DNME)”**, and shall be communicated to Paraeducators prior to May 15.

### **SCHEDULE, MEETINGS, AND PROCEDURES**

- (a) At the beginning of each school year, (prior to October 1<sup>st</sup>), the building principal **or** his or her designee, shall meet with Paraeducators for the purpose of explaining the evaluation program and instrument and answering questions. Classroom visits may be a combination of announced and unannounced visits.
- (b) The Paraeducator shall sign and return one (1) copy to indicate having received it, but not to indicate agreement or disagreement. No Paraeducator shall be asked to sign an incomplete evaluation form. Paraeducators shall be allowed to attach their written comments to the evaluation form. A Paraeducator whose overall performance has been evaluated as not meeting expectations at any point during the school year shall be so notified in writing and shall meet directly with the building principal or designee.
- (b) In any area where the building principal or designee indicates a need for improvement, he/she will provide the Paraeducator with a written Individual Development Plan (IDP). The Paraeducator may attach comments to the Individual Development Plan (IDP). The IDP may contain professional development training or other opportunities offered by Oakland Schools or the District to support growth in the areas that are observed and evaluated as a “Does Not Meet Expectations” rating.

If a Paraeducator receives a “Not meeting Standards” on their evaluation, the association president shall be notified by the employee if desired. An IDP, if needed, shall be written in collaboration between the Paraeducator, the building principal or designee and the association president if requested by the employee, in a timely manner with strategies and/or the tools to help the Paraeducator to be successful. The administrator and the Paraeducator will meet on an annual basis as outlined in the IDP to discuss his/her progress.

The IDP will be reviewed at the end of the school year, but may continue into the next school based on overall progress and timeline.

Summary of significant dates and deadlines

Date	Activity
Prior to 2 <sup>nd</sup> Friday in December	Evaluation of all Paraeducators which would include the second round for those previously evaluated prior to 2 <sup>nd</sup> Friday in December.
Prior to 1 <sup>st</sup> Friday in May	Evaluation of all Paraeducators who received a “Does Not Meet Expectations” in their evaluation from the prior school year.
Prior to May 20 <sup>th</sup>	Evaluation of all Paraeducators signed and returned to Human Resources prior to May 20 <sup>th</sup> .

<b>Name:</b>	
<b>Department:</b>	
<b>Mailing Address:</b>	
<b>Phone:</b>	
<b>Fax:</b>	
<b>E-mail:</b>	

**ARTICLE 24**  
**DURATION OF AGREEMENT**

This Agreement shall commence on the Monday following ratification by both parties with respect only to those persons in the active, employment of the Oak Park Board of Education on July 1, 2020, and shall continue in full force and effect until midnight, June 30, 2023, when it shall terminate. If either party desires to renegotiate this Agreement, they shall give the other party written notice to that effect by May 1, 2023. In any event, this Agreement shall not be extended beyond June 30, 2023, except by written consent of the parties.

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

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

**OAK PARK BOARD OF EDUCATION**

**OPESPA/MEA/NEA**

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**APPENDIX A**  
**EVALUATION FORM**

<b>OAK PARK SCHOOL DISTRICT PARAEDUCATOR PERFORMANCE EVALUATION</b>
---

Name of Paraeducator \_\_\_\_\_ School \_\_\_\_\_

Assignment \_\_\_\_\_ Evaluator \_\_\_\_\_

**Check one:** November Evaluation  Year-End Evaluation

The Paraeducator will be evaluated in each of the eight standards of effective instruction using these ratings:  
Meets or Exceeds Expectations = the performance of the Paraeducator meets the standards and expectations of the Oak Park School District.

Does Not Meet Expectations = The Paraeducator fails to meet the standards and his/her performance, as measured against the standards, is unsatisfactory.

<b>Summary Rating Table</b>	<b>Meets or Exceeds Expectations</b>	<b>Does Not Meet Expectations</b>
<b><i>Standard</i></b>		
Standard 1: Equity and High Expectations	<input type="checkbox"/>	<input type="checkbox"/>
Standard 2: Professionalism	<input type="checkbox"/>	<input type="checkbox"/>
Standard 3: Safe, Respectful, Culturally Sensitive and Responsive Learning Communities	<input type="checkbox"/>	<input type="checkbox"/>
Standard 4: Partnership with Family and Community	<input type="checkbox"/>	<input type="checkbox"/>
Standard 5: Instructional Implementation:	<input type="checkbox"/>	<input type="checkbox"/>
Standard 6: Content Knowledge:	<input type="checkbox"/>	<input type="checkbox"/>
Standard 7: Monitoring and Assessment of Progress:	<input type="checkbox"/>	<input type="checkbox"/>
Standard 8: Reflection, Collaboration, and Personal Growth:	<input type="checkbox"/>	<input type="checkbox"/>

<b>Overall Performance:</b> <input type="checkbox"/> <b>Meets or Exceeds Expectations</b> <input type="checkbox"/> <b>Does Not Meet Expectations</b>
--

Signature of Administrator \_\_\_\_\_ Date \_\_\_\_\_

Signature of Paraeducator \_\_\_\_\_ Date \_\_\_\_\_

\*The Paraeducator's signature indicates that he or she has received the evaluation report. It does not denote agreement with the report.



Function effectively in a multilingual, multicultural and economically diverse school.	<input type="checkbox"/>
Works with teacher to maintain a positive and engaging learning environment through consistency and organization.	<input type="checkbox"/>

**Overall rating for Standard 2:**                    \_\_\_\_\_ MEE                    \_\_\_\_\_ DNME

**Standard 3: Safe, Respectful, Culturally Sensitive and Responsive Learning Communities**

<b>Performance Indicators</b>	
Assist teacher to maintain physical environment to ensure safety, maximize learning and facilitate student independence e.g. classroom set-up, accessibility of learning materials to students, visual aides to guide students' learning	<input type="checkbox"/>
Assists the classroomteacher or other immediate supervisor with the creation of an environment in which students work with a sense of purpose and understand what is expected of them.	<input type="checkbox"/>
Manage individual and classroom behavior using prescribed approaches.	<input type="checkbox"/>
Support students to have central roles in holding self and others accountable for behavioral expectations, including roles in resolving conflict and eliminating bullying and harassment.	<input type="checkbox"/>
Treat students with fairness, respect and consistency.	<input type="checkbox"/>
Provide assistance with classroom activities.	<input type="checkbox"/>

**Overall rating for Standard 3:**                    \_\_\_\_\_ MEE                    \_\_\_\_\_ DNME

**Standard 4: Partnership with Family and Community**

<b>Performance Indicators</b>	
Exhibits cooperative relationships with parents as requested by Paraeducator.	<input type="checkbox"/>
Assist classroom Paraeducator to implement his or her home/school communication plan when requested.	<input type="checkbox"/>

**Overall rating for Standard 4:**                    \_\_\_\_\_ MEE                    \_\_\_\_\_ DNME

**Standard 5: Instructional Implementation:**

<b>Performance Indicators</b>	
Assist classroom teacher in the preparation of instructional materials.	<input type="checkbox"/>
Assist classroom teacher or other immediate supervisor with the provision of instructional activities at the appropriate level for all students.	<input type="checkbox"/>
Lead small group learning activities, as well as provide learning opportunities throughout the day.	<input type="checkbox"/>
Meet with classroom teacher to discuss curriculum, classroom management, and goals for instruction when requested.	<input type="checkbox"/>
Support the classroom teacher in implementing curriculum.	<input type="checkbox"/>
Follow planned lessons for small group instruction at the direction of the teacher or immediate supervisor that will achieve the short and long term objectives of the classroom	<input type="checkbox"/>
Use materials related to the objectives of the lesson at the direction of the classroom teacher or other immediate supervisor.	<input type="checkbox"/>

**Overall rating for Standard 5:**                    \_\_\_\_\_ MEE                    \_\_\_\_\_ DNME

**Standard 6: Content Knowledge:**

<b>Performance Indicators</b>	
Know the subject matter and present it in a clear and focused manner.	<input type="checkbox"/>
With support from the classroom teacher, clearly and consistently communicate how concepts connect to the big ideas and essential questions within and across disciplines.	<input type="checkbox"/>
Support direct instruction to students individually, in small groups, and with whole class settings	<input type="checkbox"/>



**Statement of opportunities for continued improvement:**

**SECTION III. EVALUATOR'S COMMENTS ON DOES NOT MEET EXPECTATIONS:**

This section shall be completed ONLY for those Paraeducators who received a rating of "Does Not Meet Expectations" in one or more Standard(s). For each **Standard** rated, "Does Not Meet Expectations" the evaluator shall list the Standard, state the problem and the associated Individual Development Plan (IDP).

**Standard # \_\_\_\_\_**

**Statement of problem:**

**IDP:**

**SECTION IV: Paraeducator's comments:** This section provides an opportunity for the Paraeducator to respond to the evaluation. It is the Paraeducator's choice to complete or not complete this section.

**APPENDIX B**  
**2019-2020 school calendar**

**APPENDIX B**  
**2021-2022 school calendar**

**APPENDIX B**  
**2021-2022 school**  
**calendar**

**APPENDIX C**  
**Employee Use of Social Media - Oak Park Schools**

It is the wish of the Board of Education that all employees should use social media in a way which represents them and OPSD in a professional manner. Employees should exercise caution and sound judgment when using social media sites. An employee's online activities, even while off-duty or off-site, has the potential to result in disruption to the educational environment or workplace. Such disruption may be a violation of OPSD policies or the law. Section 7540.03 of the By-Law and Policy Manual for Oak Park Schools speaks to Social Media.

Employees shall not use social media for non-work related matters during the time they are required to be fulfilling their work, learning, or school responsibilities, unless authorized by the superintendent or designee.

Employees are encouraged to not communicate, network, "friend", or otherwise connect with students using personal social media or personal e-mail accounts. All allegations of inappropriate conduct or content will be thoroughly investigated.

Employees are encouraged to use appropriate privacy settings to control access to their social media sites. However, be aware that there are limitations to privacy settings. If a student, parent, other OPSD employee, the public, or news media obtain access to inappropriate content posted by an OPSD employee, such employee's actions will be investigated. Employees should presume that their social media postings and communications will last indefinitely and can be seen by anyone. Employees should not rely on the "private" nature of any content on social media platforms.

Employees shall not make representations that their social media content or communications speak in an official capacity on behalf of OPSD.

Employees should be aware that all communications engaged in by an employee using a district-owned network — including personal, non-work related communications on a personal device — may be subject to investigation, litigation holds, discovery, and disclosure under the Freedom of Information Act, MCL 15.231 et seq.

This Policy incorporates all other applicable district Policies, including but not limited to Policy 7540 in its entirety which includes (Computer Network) and (Use of District Equipment, Supplies, Property and Materials). Discipline for violating this policy may include suspension or other disciplinary action, up to and including termination of employment.

**APPENDIX D**  
**Dress Code**

The Oak Park Staff serve as role models for the students attending Oak Park Schools. The Staff are expected to project a professional image that sets positive dress and grooming examples for the students. The Staff shall adhere to standards of dress and appearance that are compatible with an effective learning environment.

Examples of unprofessional attire include but are not limited to:

T-shirts with offensive logos or slogans

Sweatpants/yoga pants/exercise wear, other than a Physical Education Teacher.

Sleepwear

Clothing with revealing holes

Shirts/pants with inadequate coverage

**APPENDIX E**  
**OPESPA 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 from the 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:

\_\_\_\_\_

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