

AGREEMENT BETWEEN
THE
OAK PARK BOARD OF EDUCATION
AND THE
ASSOCIATION OF OAK PARK
SCHOOL ADMINISTRATORS

Oak Park School

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University
1995-1998



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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

AGREEMENT

This Agreement is made and entered into this 7th day of July by and between THE BOARD OF EDUCATION of the Oak Park School District, hereinafter referred to as the "Board" and the ASSOCIATION OF OAK PARK SCHOOL ADMINISTRATORS, hereinafter referred to as the "Association".

ARTICLE 1

RECOGNITION

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

ARTICLE 2

DEFINITIONS

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

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

ARTICLE 3

ASSOCIATION SECURITY

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

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

Section 3. In the event that a member of the bargaining unit does not join the Association or pay the required service fee by the thirtieth (30th) day as required, that member shall be terminated. The Personnel Office shall institute the necessary procedures for termination provided the Association has complied with the following:

- A. Sending written notice to the employee (copy to the Personnel Office) that he has not fulfilled his obligations by the requisite date or reasonable period of time thereafter, and that a request for his termination was being made to the Board.
- B. By stating in the request for termination that such request is in conformance with the provisions of this Article, that the employee has not complied with his obligations; that it is an official request of the Association.
- C. As a condition of the effectiveness of this Article, the Association agrees to indemnify and save the Board harmless against any and all claims, demands, costs, suits or other forms of liability and all court or administrative agency costs that may arise out of, or by reason of, action taken by the Board for the purpose of complying with this Article.

ARTICLE 4

CHECK-OFF

Section 1. During the life of this Agreement, the Board will deduct current uniform and periodic association dues or representation fee from the pay of each Administrator who voluntarily authorizes the Board to do so. PAC contributions will not be deducted by payroll unless the Association provides the Board with an annual authorization for PAC deductions signed by each member of the Association authorizing such deductions.

Section 2. Payroll deductions shall be made only from the pay due Administrators on the last pay day of each calendar month; provided, however, the initial deduction for any Administrator shall not begin

unless both (1) a properly executed "Voluntary Authorization for Deduction of Association Dues" or "Voluntary Authorization for Deduction of Representation Fee" and (2) the certification of the Association's financial officer as to the amount of monthly association dues or representation fees has been delivered to the Board at least fifteen (15) calendar days prior to the last pay day of the calendar month. Changes in the amount of the association dues or representation fees also must be delivered to the Board at least fifteen (15) calendar days prior to the last pay day of the calendar month on which the change is to become effective.

Section 3. An Administrator may revoke his "Voluntary Authorization" for deduction of association dues or representation fee at any time by written notification to the Board on a form provided by the Board, provided notice of such revocation is given to the Association. Payroll deductions shall terminate when a revocation has been delivered to the Board at least fifteen (15) calendar days prior to the pay day when such revocation is to become effective.

Section 4. All sums deducted by the Board shall be remitted to the financial officer of the Association once each month by the fifteenth (15th) calendar day of the month following the month in which the deductions were made, together with a list of names and the amount deducted for each Administrator for whom deductions were made.

Section 5. The Board shall not be liable to the Association by reason of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the Administrator. In addition, the Association shall indemnify and save the Board harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with the Article, or in reliance on any list, notice, certification or authorization furnished under this Article.

Section 6. The Board agrees that it will not during the life of this Agreement deduct dues or representation charges from Administrators for any organization other than the Association of Oak Park School Administrators.

ARTICLE 5

BOARD RIGHTS

Section 1. In order to carry out its responsibility for the development and operation of programs providing the best educational opportunity for the Oak Park School District consistent with community resources; the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in the Board by law or previously exercised by the Board; including, by way of illustration and not by way of limitation, the following:

- A. The supervision, direction and control of the management and administration of the school system, its properties and facilities.

- B. The right to hire all employees and, subject to the provisions of the law, to determine their qualifications; to discharge, demote or otherwise discipline employees for reasonable and just cause; and to promote and transfer employees.
- C. The right to establish programs and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students as deemed necessary or advisable by the Board.
- D. The selection of textbooks and teaching materials and various teaching aids.
- E. The right to determine class schedules, class size, the hours of instruction and assignment of teachers with respect thereto.

Section 2. The exercise of the foregoing powers, rights, duties and responsibilities by the Board and the adoption of policies, rules, regulations and practices in furtherance thereof, shall be the exclusive prerogative of the Board except otherwise limited by express provision of this Agreement.

ARTICLE 6

ASSOCIATION AND ADMINISTRATOR RIGHTS

Section 1. Use of Facilities The Association shall have the right to use building facilities at reasonable times and hours for Association meetings provided this shall not interfere with or interrupt normal school procedures. When special custodial service is required, the Board will charge the Association for the actual charge involved.

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

Section 3. Personnel Files

- A. An Administrator's official personnel file shall be maintained in the Superintendent's office.
- B. An Administrator shall have access to his personnel file at a mutually agreed-upon time.
- C. Maintenance and inspection of personnel files shall be in accordance with the Bullard-Plawecki Employee Right to Know Act (397PA1978). Except for copies of materials routinely furnished Administrators that are placed in the personnel file (e.g., individual

contract, leave requests), a copy of all material placed therein will be furnished to the Administrator. The Administrator shall initial the material to acknowledge receipt of the copy.

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

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

ARTICLE 7

FAIR PRACTICES

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

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

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

ARTICLE 8

EVALUATIONS

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

Section 2. If the evaluation results in less than an overall evaluation of satisfactory, a conference will be held with the Administrator to discuss the evaluation and any recommendations for improvement.

Section 3. If the Administrator is notified by April 1, that his/her evaluation is unsatisfactory, a conference will be held with the Administrator to discuss the evaluation and recommendations for improvement. The Administrator shall be given one year to improve his/her performance.

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

ARTICLE 9

NOTIFICATION OF ADMINISTRATIVE OPENINGS

Announcement of openings for administrative positions covered by this agreement and central office positions shall be sent to all members of the bargaining unit at the time of posting.

ARTICLE 10

GRIEVANCE PROCEDURE

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

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

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

Section 4.

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

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

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

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

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

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

Section 5. It shall be the function of the arbitrator and he shall be empowered, except as his 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. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
- B. He shall have no power to establish wage scales or change any wage.
- C. He shall have no power to change any practice, policy, or rule of the Board.

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

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

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

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

ARTICLE 11

TRANSFERS

Section 1. Voluntary Transfers

- A. A transfer shall mean re-assignment of an Administrator from one position in the Bargaining Unit to another. Any Administrator shall have the right to request a transfer.
- B. The Superintendent shall acknowledge receipt and disposition of transfer requests in writing.

Section 2. Involuntary Transfers

- A. Involuntary transfer shall mean the movement of an Administrator from one building to another or from one position to another which he has not requested.
- B. The Superintendent shall notify the affected Administrator and the Association, in writing, of the reasons for such transfer.
- C. An involuntary transfer shall be made only after a meeting between the Administrator involved and the Superintendent.

ARTICLE 12

REDUCTION IN FORCE

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

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

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

Notification of non-renewal of contract of a person described in this section may be given only for a reason that is not arbitrary or capricious. The Board shall not issue a notice of non-renewal under this section unless the affected person has been provided with not less than thirty (30) days' advance notice that the Board is considering the non-renewal together with a written statement of the reasons the Board is considering the non-renewal. After the issuance of the written statement but before the non-renewal statement is used the affected person shall be given the opportunity to meet with not less than a majority of the Board to discuss the reasons stated in the written statement. The meeting shall be open to the public or a closed session as the affected person elects under Section 8 of Act. No. 267 of the Public Acts of 1976. The failure to provide for a meeting with the Board or the finding of a court that the reason for non-renewal is arbitrary or capricious shall result in the renewal of the affected person's contract for an additional one year period.

Section 4. An Administrator shall retain his tenure status as defined in the Michigan Tenure Act.

Section 5. The sequence of Administrative personnel layoffs shall be as follows:

- A. Administrators in an "acting" capacity.
- B. If a further reduction in Administrative staff becomes necessary, said reduction shall be accomplished by the Board's consideration of the following factors. Such consideration shall include, but not be limited to:
 - 1. Annual Administrative evaluations
 - 2. Years of Administrative experience in the school district
 - 3. Professional training and experience
 - 4. Other provisions as established by law

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

Section 6. Administrators who have been reduced shall retain all accumulated sick leave.

Section 7. An Administrator appointed to such position on or prior to September 15, 1980, who has been reduced, shall have district-wide seniority, defined as total years of professional service to the Oak Park School District, for any position for which he is certified and qualified. Any Administrator appointed to such position after September 15, 1980, will retain any previously accumulated seniority in the teachers' unit, but will not accrue seniority in that unit while in an Administrative position.

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

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

ARTICLE 13

INDIVIDUAL SECURITY

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

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

It is understood that if prior to the final resolution the Superintendent finds it necessary, the Administrator involved shall be given the opportunity to provide pertinent background information.

When the Superintendent has resolved a complaint without the participation of the Administrator, the Administrator shall be advised of the disposition of the complaint.

Section 2. If an Administrator, while acting in a legal manner within the jurisdiction of his assignment, is complained against or sued, the Board will provide legal counsel and render all necessary assistance to the Administrator in his defense, as provided by its liability insurance policy, subject to the

exclusions appearing in the policy. It shall be the responsibility of the Administrator to bring any such complaints to the attention of the Board in writing. Time lost by an Administrator in connection with an incident mentioned in this Article shall not be charged against his leave days as defined in Article XV of this Agreement.

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

ARTICLE 14

LEAVES OF ABSENCE

Section 1. General Conditions of Leaves

A. Length of Leave

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

B. Availability for Return

A letter of availability to return from leave shall reach the Superintendent's office not later than April 1 of the school year preceding the date of return. If a leave shall terminate at a time other than the beginning of a school year, such letter of availability shall reach the Superintendent's office not later than sixty (60) days preceding the termination date. Failure to comply with the above shall be interpreted as a resignation from the Oak Park Schools.

C. Return Prior to Expiration Date

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

D. Fitness to Return from Medical Leave

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

E. Working While on Leave

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

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

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

Section 4. A leave of absence shall be granted an Administrator who is inducted or enlists for a period of enlistment in any branch of the Armed Forces of the United States. Reinstatement upon completion of such service shall be in accordance with the requirements of the applicable laws of the United States. Regular salary increments shall accrue.

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

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

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

- A. The applicant possesses a Michigan Life or Permanent Certificate.
- B. The applicant has been employed by the Board for at least seven (7) consecutive years.
- C. The applicant has not been granted Sabbatical Leave of Absence from the Board during the seven (7) consecutive years of service immediately preceding current application.
- D. The applicant signs an agreement to return to service with the Board immediately upon termination of Sabbatical Leave of Absence and continue in such service for a period of one (1) year, or to refund within sixty (60) days of his failure to return to or continue

in service any compensation received from the Board while on leave, except as the Board shall, by special action, waive such obligation.

- E. Application for Sabbatical Leave of Absence must be filed in the Personnel Office not later than March 1, preceding the school year, or October 1 for the second half of the school year, when it is desired that the leave become effective.
- F. An applicant for Sabbatical Leave of Absence shall file with the application form an outlined program for the period requested for Sabbatical leave. This plan shall be indicated on an attached statement and shall include details of work to be pursued and relationship to priority goals of Oak Park Schools.
- G. In determining his recommendations on requests for Sabbatical Leave, the Superintendent will consider the following items:
 - 1. The extent of the applicant's professional study, growth, contributions, and successful service during the preceding seven (7) years.
 - 2. The extent to which plans submitted for use of time on Sabbatical Leave are definite and educationally constructive for the benefit of the Oak Park School District.
 - 3. Length of period of uninterrupted service in the Oak Park School District.
 - 4. Order in which applications are received.
 - 5. Not more than two (2) members of the bargaining unit may be granted Sabbatical Leave in any one year.
 - 6. Availability of qualified replacement
 - 7. Financial implications with regard to the total school budget.
- H. Sabbatical Leave may be granted but not limited to professional study, research, instructional publications, or for any other reasons which in the opinion of the Superintendent are consistent with the priority goals of Oak Park Schools.
- I. The Administrator on Sabbatical Leave shall receive as compensation during the period of absence from regular duties, one-half of his regularly scheduled salary that he would have received during the Sabbatical Leave period.

J. The following conditions shall apply to all Administrators on Sabbatical Leave:

1. An Administrator on Sabbatical Leave shall be considered to be in the employ of the Board and shall have a contract. However, the Board shall not be held liable for death or injury sustained by any Administrator while on Sabbatical Leave.
2. He shall be entitled to participate in any benefits that may be provided in this Agreement.
3. The Administrator granted Sabbatical Leave shall not engage in remunerative work that interferes with the purpose of the Sabbatical Leave, while on that leave. Scholarships or fellowships in approved colleges and universities which do not interfere with the program of professional improvement are excepted. If other remunerative work is desired by the Administrator on Sabbatical Leave, arrangements satisfactory to the Superintendent shall be made.

H. An Administrator, upon return from Sabbatical Leave, shall have the following privileges and benefits:

1. Be restored to his former position, or to a position of like nature.
2. Be allowed increment credit on the salary schedule when the Sabbatical Leave granted is completed.
3. Be allowed credit toward retirement for time spent on Sabbatical Leave, in accordance with rules and regulations established by the Commission in control of the employees' retirement system of the State of Michigan.

I. An interim report shall be filed in the office of the Superintendent at the midpoint of the period for which the Sabbatical Leave is taken. Upon return from Sabbatical Leave, a report must be submitted to the Superintendent containing transcripts of all college or university work completed while on Sabbatical Leave and all other items of information pertinent to the evaluation of the program. The final report shall be due the first day of the month following the applicant's return to service with the Board.

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

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

ARTICLE 15

LEAVE DAYS

Section 1. A sick and personal business leave shall be granted with pay at the beginning of each school year on a full-year basis. Leave shall be pro-rated as follows:

A. Administrative Work Year Annual Credit

199.0 days	16.5 days
204.0 days	17.0 days
209.0 days	17.5 days
214.0 days	18.0 days
230.0 days	20.0 days
234.0 days	20.0 days

- B. The maximum accumulation shall be 300 days.
- C. Sick leave days may be used in the event of sickness, illness or death in the family of an Administrator.
- D. The right is reserved to the Superintendent or his designee to require proof of illness for any days taken as sick leave.
- E. Leave may be used as either personal business leave, to a maximum of eight (8) days per year, or as sick leave at the discretion of the employee.

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

- A. Court cases, or other legal business that must be transacted during school hours.
- B. Administrator moving (limited to two (2) days entitlement).
- C. Religious observance.
- D. Death in the immediate family. (Immediate family is limited to husband, wife, parents, children, brothers, sisters, grandchildren, grandparents, in-laws, or a relative living in the same house as the Administrator.)
- E. Appointments pertaining to university matters which must be made during school hours.

- F. Graduation from high school or college of members of the immediate family.
- G. Matters of an emergency or critically important nature.
- H. A personal business leave day shall not be granted for the day preceding or the day following holidays or vacations, and the first and last day of the school year unless processed as (7) above.

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

Section 4. Central Sick Leave Bank

- A. Each Administrator, upon initial employment, shall deposit two (2) days of sick leave from his/her current allocation into the Central Sick Leave Bank. In addition, all other Administrators shall contribute one (1) day of such leave to the Central Sick Leave Bank at the beginning of each year covered by this agreement. In the event that the total number of days in the Central Bank goes below forty (40), each Administrator shall deposit one (1) day of sick leave from his sick leave into the Central Bank. In the event that the total number of days in the Central Sick Leave Bank exceeds one hundred (100) days, contributions to the Central Bank shall cease.
- B. There is hereby created a Central Sick Bank Committee which shall be composed of one (1) member of the Administrative staff and two (2) members of the Association, and shall meet whenever an application for withdrawal for sick days is made. The Committee shall be empowered to approve or disapprove all such applications and determine the number of days allowable if approved. Decisions of the Committee shall not be subject to the grievance procedure.
- C. An Administrator must be out of work during the school year due to sickness or injury and must have exhausted his own bank of leave days before he is eligible to receive any days from the Central Bank.
- D. A written application shall be made to the Central Sick Bank Committee by an Administrator requesting days from the Central Sick Bank. Such application shall include the date of illness or disability and the date of expiration of the Administrator's sick leave days.
- E. The total number of days an Administrator may receive from the Central Bank shall not exceed the number of days needed to qualify the Administrator for long-term disability benefits, as provided for in Article XVII, Section C, of this Agreement.

- F. It is understood that while a member is drawing from the Central Bank, he is entitled to all fringe benefits as described in the Master Contract. It is further understood that when such member returns to work, he shall be entitled to the same position he occupied prior to the illness or disability, provided that he has furnished the Board and Central Bank Committee with medical evidence of his fitness to assume his former duties.
- G. A member who has drawn from the Central Sick Leave Bank and has returned to work shall not be eligible for further benefits from the Central Sick Leave Bank until thirty (30) days have elapsed from the date of the return to work. Members 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 Sick Leave Bank Committee may waive part or all of the thirty (30) day period, if in their judgement circumstances warrant.

ARTICLE 16

PAYROLL DEDUCTIONS

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

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

ARTICLE 17

INSURANCE PROTECTION

Section 1.

- 1) The Board shall provide coverage for Hospital-Surgical-Medical, Long Term Disability, Dental, Term Life and Vision insurance benefits through the Michigan Education Special Services Association MESSA-PAK Plan A with Super Care I for those electing health insurance and Plan B for those not electing health insurance.

Plan A

1. Super Care I
2. LTD - 66 2/3%, 120 calendar day modified fill waiting period, \$4000 maximum monthly benefit. Alcohol/Drug and Mental/Nervous same as any other illness, freeze on offsets and costs of living allowance.
3. Delta Dental Plan - 100:80/80/80/: \$1,500 or 50/50/50: \$1,000
4. Negotiated Life: Total of 2 times annual salary to nearest \$1,000, AD&D.
5. Vision: VSP-3

Plan B

1. LTD - Same as Plan A
2. Delta Dental Plan - 100:90/90/90: \$1,500 or 50/50/50: \$1,000
3. Negotiated Life - Same as Plan A.
4. Vision - Same as Plan A.

Administrators electing Plan B will receive a \$100 per month Board-paid tax deferred annuity.

- 2) The Board will pay the total cost of the MESSA PAK premium . The following formula will be in place:

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

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

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

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

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

Section 2. Worker's Compensation Insurance Any Administrator who is disabled or injured in the line of duty shall receive such compensation and expenses as are prescribed by law plus the difference between his regular salary and compensation benefits. There shall be no loss of accumulated sick days for a period of seven (7) calendar days, sick days may be deducted upon written request of Administrator on a pro-rated basis. The loss of sick days shall be pro-rated on the ratio of the supplementary pay by the Board to the Administrator's regular daily pay. The Board shall be under no obligation to continue supplementation of Worker's Compensation benefits upon exhaustion of the Administrator's individual sick leave accumulation. (Deduction begins after seven (7) calendar days.

Section 3. Insurance Protection

- A. Notwithstanding the provisions of this article, the terms of any contract or policy issued by an insurance company shall be controlling as to all matters concerning benefits, eligibility and termination of coverage and other required matters.
- B. The Board, by payment of the premium payments required to provide the coverages set forth herein, shall be relieved from all liability with respect to the benefits provided by the insurance

company. Failure to provide any of the benefits for which it has contracted, for any reason, shall not result in any liability to the Board of Education, nor shall such failure be considered a breach of any obligation by either of the two organizations.

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

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

ARTICLE 18

Administrative Salary Schedule

1995-1996

Step	B 220 Days	C1 204 Days	C2 209 Days	C3 209 Days	D 199 Days	E 209 Days	F 214 Days
1	69,332	64,290	65,865	67,146	65,276	71,198	76,012
2	70,763	65,616	67,225	68,517	66,596	72,592	77,460
3	72,203	66,953	68,593	69,891	67,908	73,985	78,901
4	73,638	68,283	69,956	71,266	69,227	75,377	80,341
5	75,119	69,656	71,363	72,678	70,577	76,814	81,826

1996-1997

Step	B 220 Days	C1 204 Days	C2 209 Days	C3 209 Days	D 199 Days	E 209 Days	F 214 Days
1	70,719	65,575	67,183	68,488	66,581	72,622	77,533
2	72,178	66,928	68,570	69,888	67,928	74,044	79,009
3	73,647	68,292	69,965	71,289	69,266	75,464	80,479
4	75,111	69,649	71,355	72,692	70,612	76,885	81,948
5	76,621	71,049	72,791	74,132	71,988	78,350	83,463

1997-1998

Step	B 220 Days	C1 204 Days	C2 209 Days	C3 209 Days	D 199 Days	E 209 Days	F 214 Days
1	72,133	66,887	68,526	69,858	67,913	74,074	79,083
2	73,622	68,266	69,941	71,286	69,286	75,525	80,589
3	75,120	69,658	71,364	72,715	70,651	76,974	82,089
4	76,613	71,042	72,782	74,146	72,024	78,422	83,587
5	78,154	72,470	74,246	75,614	73,428	79,917	85,132

Section 1-B.

Salary categories refer to the following positions:

- B Director of Specialized Services
- C1 Directors of: CASA; Reading
- C2 Middle School Assistant Principal
- C3 High School Assistant Principal
- D Elementary School Principal
- E Middle School Principal
- F High School Principal

Section 2. Mileage Allowance

A. The mileage allowance shall be according to the following schedule:

\$3.50 per contract day

B. In the event that an Administrator does not report to work on his/her first scheduled work day, the mileage allowance shall be pro-rated from the first working day of the Administrator unless the Administrator is on paid sick leave or paid personal leave.

Section 3. Enrollment Stipend Elementary Principals will be granted student enrollment differentials based on the following schedule:

0 - 399	-	\$ 0
400 - 499	-	375
500 - 599	-	475
600 - 699	-	575

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

Section 5. Advance Training Allowance

MA + 30 or Ed. Spec	\$1,000
Doctorate	1,750

Section 6. Longevity Pay Longevity pay of \$500 per year after 14 years of service in the district and \$1,000 per year after 19 years in the district shall be paid to any member of the bargaining unit employed in a position requiring certification by the Oak Park School District prior to July 1, 1978.

Section 7. Professional Growth. The parties agree that programs of professional growth are essential to the well-being of the district. An allowance of \$250 per year shall be paid to each administrator for membership in professional organization excluding AOPSA.

Section 8. Conferences. Each Administrator shall be granted an equal opportunity to attend educational conferences as approved by the Superintendent during the life of this agreement.

Section 9. Severance Pay

A. After five (5) or more years of full-time service to the district, an Administrator, or his/her estate, shall receive severance pay upon:

1. Death

2. Retirement or resignation from Oak Park School System.
- B. Severance pay shall be based on the contracted annual salary earned during the last year of service and shall be computed as follows:
1. One day's pay for each full year of accumulated service in the district plus
 2. Ten dollars per day for each day of unused accumulated sick leave for the first 75 days, plus

Fifteen dollars per day for each day of unused accumulated sick leave for the next 75 days, plus

Twenty dollars per day for each day of unused accumulated sick leave above 150 days.
- C. After receipt by the Personnel Office of all required forms and information, severance pay shall be paid in a lump sum or within one (1) year, if such arrangements are made with the Business Office.

Section 10. Workshops. Each Administrator shall be compensated for required workshop/ in service training sessions at a rate of \$20 per hour.

ARTICLE 19

FORMULA FOR COMPUTING SALARY FOR A PART-TIME ADMINISTRATOR

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

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

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

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

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

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

ARTICLE 20

ADMINISTRATORS' WORK YEAR

Section 1. The number of work days for Administrators shall be as follows:

Position

Elementary School Principal	199
Directors of: CASA; Reading	204
Middle School Principal; Middle and High School Assistant Principal	209
High School Principal	214
Director of Special Student Services	220

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

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

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

Section 4. School Closing Procedures

- A. If the number of days or hours fall below minimums as required by law (230 days for SMI/SXI), sufficient days of pupil instruction will be rescheduled by the Board of Education. Dates of make-up days shall not be grievable.

- B. Administrators will receive their regular pay for student instruction days which are canceled, but shall work on any rescheduled student instruction days with no additional compensation or fringe benefits under the contract.
- C. In the event that a non-instruction day is lost, the Administrator will be paid, but that day shall be made up without additional compensation.

ARTICLE 21

SEPARABILITY AND SAVINGS CLAUSE

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

ARTICLE 22

WAIVER CLAUSE

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

ARTICLE 23

STRIKE PROHIBITION

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

ARTICLE 24

MISCELLANEOUS

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

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

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

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

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

Section 6. The Association and Board recognize that an Administrator may become involved in a job situation which requires additional time, effort and/or expertise "over and above" the normal administrative duties. In recognition of such situations and at the discretion of the Superintendent and Board, the Administrator may be recognized by payment of a stipend.

Section 7. Staff Assignments The Board agrees that each Administrator shall have the opportunity to interview and make a recommendation concerning personnel new to the school district being assigned to his or her building or department. It shall be considered sufficient opportunity if prior notice is sent to the Administrator's office or during the summer months to his home, informing him as to when the person may be interviewed.

Section 8. The waiver of any term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

ARTICLE 25

DURATION

Section 1.

- A. This Agreement represents the entire Agreement between the Board and the Association and supersedes all prior Agreements between them and shall become of full force and effect with the beginning of the 1995-96 school year, and shall continue in full force and effect until midnight June 30, 1998, and shall continue in effect from year to year thereafter, unless either party hereto shall give the other party at least sixty (60) days written notice before the end of the term of this Agreement or before the end of any annual period thereafter of its desire to terminate the same or to change or amend its provisions.

- B. In the event that either party notifies the other of its desire to terminate or change any provisions of the contract and agreement is not reached on a new contract prior to the expiration date of the old contract, that contract is extended for a period of ninety (90) days.

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

OAK PARK BOARD OF EDUCATION

ASSOCIATION OF OAK PARK
SCHOOL ADMINISTRATORS

BY: Joyce Zank
President
Barbara Hill
Vice-President

BY: Ronald M. Payok
Donna L. O'Connor

DATE: February 6, 1996

DATE: Feb. 5, 1996

ADMINISTRATIVE CALENDAR 1995-96

<u>ADMINISTRATOR</u>	<u>WORK DAYS</u>	<u>START 1995</u>	<u>END 1996</u>
Elementary Principals	199	Mon. Aug 14	Mon. June 17
Middle School Principal Assistant Principal	209	Mon. July 31	Mon. June 17
High School Principal	214	Mon. July 24	Mon. June 17
High School Assistant Principals	209	Mon. July 31	Mon. June 17
Director CASA/ Director/Reading	204	Mon. Aug. 7	Mon. June 17
Director- Special Student Services	220	Mon. July 17	Fri. June 28

First day for teachers: Monday, August 28, 1995

Last day for teachers: Tuesday, June 11, 1996

First day for SMI/SXI teachers: Monday, July 17, 1995

Last day for SMI/SXI teachers: Friday, June 28, 1996

ADMINISTRATIVE CALENDAR 1996-97

<u>ADMINISTRATOR</u>	<u>WORK DAYS</u>	<u>START 1996</u>	<u>END 1997</u>
Elementary Principals	199	Mon. Aug 12	Fri. June 20
Middle School Principal Assistant Principal	209	Mon. July 29	Fri. June 20
High School Principal	214	Mon. July 22	Fri. June 20
High School Assistant Principals	209	Mon. July 29	Fri. June 20
Director - Special Student Services	220	Mon. July 15	Mon. June 30
Director CASA Director Reading	204	Mon. Aug. 5	Mon. June 20
First day for teachers	Monday, August 26, 1996		
Last day for teachers:	Friday, June 16, 1997		
First day for SMI/SXI teachers:	Monday, July 15, 1996		
Last day for SMI/SXI teachers:	Monday, June 30, 1997		

ADMINISTRATIVE CALENDAR 1997-98

<u>ADMINISTRATOR</u>	<u>WORK DAYS</u>	<u>START 1997</u>	<u>END 1998</u>
Elementary Principals	199	Mon. Aug 11	Fri. June 19
Middle School Principal Assistant Principal	209	Mon. July 28	Fri. June 19
High School Principal	214	Mon. July 21	Fri. June 19
High School Assistant Principals	209	Mon. July 28	Fri. June 19
Director - Special Student Services	220	Mon. July 14	Fri. June 28
Director CASA/ Director Reading	204	Mon. Aug. 4	Fri. June 19
First day for teachers	Monday, August 25, 1997		
Last day for teachers:	Monday, June 15, 1998		
First day for SMI/SXI teachers:	Monday, July 14, 1997		
Last day for SMI/SXI teachers:	Tuesday, June 30, 1998		



