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6/30/98

AGREEMENT BETWEEN
THE
OAK PARK BOARD OF EDUCATION
AND THE
OAK PARK ASSOCIATION OF
DEPARTMENT CHAIRPERSONS

Oak Park Schools

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

1995-1998



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THE OAK PARK BOARD OF EDUCATION
AND
THE OAK PARK ASSOCIATION
OF DEPARTMENT CHAIRPERSONS
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 14th day of August, by and between THE BOARD OF EDUCATION of the Oak Park School District, hereinafter referred to the "Board", and the ASSOCIATION OF OAK PARK DEPARTMENT CHAIRPERSONS, hereinafter referred to as the "Association".

ARTICLE 1

RECOGNITION

The Board recognizes the Association as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment, of all Department Chairpersons at the Middle School and High School, District-Wide Coordinators for Title I, Science/Health, Multilingual and Fine Arts.

For the purposes of this agreement the term "Department Chairperson" shall include all members of the bargaining unit and the term "Association" shall be used to mean "The Association of Oak Park Department Chairpersons".

ARTICLE 2

BOARD'S RIGHTS AND RESPONSIBILITIES

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 grades 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 Department Chairpersons 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 as otherwise limited by express provision of this Agreement.

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 Association 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 (30) day as required, the Department Chairperson shall be terminated. The Department of Human Resources 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 Department of Human Resources) that he/she has not fulfilled his/her obligations by the requisite date or reasonable period of time thereafter and that a request for his/her termination was being made to the Board.
- B. By stating in the request for termination that such a request is in conformance with the provisions of this Article; that the employee has not complied with his/her 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 Department Chairperson who voluntarily executes and delivers to the Board authorization forms.

Section 2. The following certification form shall be used by the Association when certifying membership dues or representation fee:

CERTIFICATION OF FINANCIAL OFFICER OF ASSOCIATION

I certify that until further notice the membership dues or representation fee payable under Article III of the current collective bargaining agreement is \$_____per month, September through June.

Date _____

Signature _____
Association Financial Officer

Date of Delivery to Board _____

Section 3. Payroll deductions shall be made only from the pay due Department Chairpersons on the last pay day of each calendar month, provided however, the initial deduction for any Department Chairperson 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 on which the change is to become effective.

Section 4. Authorization for deduction of Association dues and authorization for deduction of representation fees shall continue to remain in full force and effect until further notice.

Section 5. A Department Chairperson may revoke his/her "Voluntary Authorization" for deduction of Association dues or representation fee provided that the effective date for revocation shall be the termination date of employment. Payroll deduction shall terminate when a revocation has been delivered to the Board by the Association at least fifteen (15) days prior to the pay day when such revocation is to become effective.

Section 6. All sums deducted by the Board shall be remitted to the financial officer of the Association once each month on the day on which deductions were made, together with a list

of names and the amount deducted for each Department Chairperson for whom deductions were made.

Section 7. It is understood that Association dues or the representation fee may be paid annually in a lump sum directly to the Association within thirty (30) calendar days after employment in the Bargaining Unit in which case there would be no payroll deduction of dues or representation fee.

Section 8. The Association shall be notified within ten (10) school days of the names, positions and schools to which assigned, of all newly employed Department Chairpersons whose employment has been terminated or interrupted either voluntarily or involuntarily for any reason.

Section 9. Any Department Chairperson terminated under Article III and at a later date rehired shall pay, as a condition and requirement of reemployment, any and all unpaid Association dues or representation fees for the full period of his/her previous employment under this provision.

Section 10. The Board shall not be liable to the Association by reason of this Article for the remittance or payment of any sums other than that constituting actual deductions made from the pay earned by the Department Chairperson. 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 this Article, or in reliance on any list, notice, certification for authorization furnished under this Article.

Section 11. The Board agrees that it will not during the life of this Agreement deduct dues or representation charges from Department Chairpersons for any organization other than the Association of Oak Park Department Chairpersons.

ARTICLE 5

GRIEVANCE PROCEDURE

Section 1. A grievance is a complaint by a Department Chairperson or by the Association involving the application or interpretation of this Agreement.

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 interpretation of this Agreement.

Section 3. Prior to filing a grievance at Step 1, the Department Chairperson shall, believing he/she has a grievance, discuss the matter informally with the building principal or appropriate central office administrator, and have the grievance adjusted without intervention of the Association provided, however, that the adjustment is not inconsistent with the terms of this Agreement. An Association grievance may be filed on behalf of the individual or by the Association as a group.

Section 4.

Step One: All grievances shall be presented on a "Statement of Grievance" to the building principal or appropriate central office administrator within ten (10) school days of the event upon which the grievance is based. The "Statement of Grievance" shall name the Department Chairperson 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 Department Chairperson with respect to these provisions and shall indicate the relief requested.

The building principal or appropriate central office administrator shall render his/her decision, in writing, no later than ten (10) school days after receipt of the written grievance.

Step Two: If the grievance is not resolved at Step One, the Department Chairperson or the Association may appeal the decision within five (5) school days after receipt of the response. Appeal will be according to the following conditions:

- (1) If Step One involved a building principal, Step Two will be the appropriate central office administrator.
- (2) If the grievance was initiated at central office level, Step Two will be the Office of the Superintendent. The appropriate Central Office administrator shall meet with the aggrieved Department Chairperson and/or the Association representative within ten (10) school days after presentation of the grievance.

The central office administrator, after hearing the appeal, shall render a decision within five (5) school days after the date of the appeal meeting. The decision shall be communicated in writing to the grievant and the Association. If the grievance remains unresolved at this step, the parties shall use the next ten (10) working days to meet at mutually agreeable times for the purpose of making further attempts to resolve the grievance satisfactorily before pursuing the grievance to the next step.

Step Three: If the grievance is not resolved at Step Two, it may be submitted to binding arbitration after the ten (10) school day period following the exhaustion of the time limits as specified in Step Two. If the grievance is to be submitted to binding arbitration, a demand signed by the Association shall be sent to the American Arbitration Association requesting their services, with a copy sent to the Superintendent.

Step Four: Following the written notice of a demand for arbitration the Association and the Board 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 written notice of a demand for arbitration, the arbitrator shall be selected according to the rules of The American Arbitration Association.

Step Five: 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/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
- B. He/she shall have no power to establish wage scales or change any wage.
- C. He/she shall have no power to change any practice, policy, or rule of the Board.
- D. Neither party shall be permitted to assert in such arbitration proceeding any new issues or to rely on any new evidence not previously raised or disclosed during the previous grievance steps.

There shall be no appeal from an arbitrator's decision. It shall be final and binding on the Association and its members, the Department Chairperson, or Department Chairpersons 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 aggrieved. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witness called by the other.

Section 5. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new agreement shall not be processed. Any grievance which arose prior to the effective date of this Agreement shall not be processed.

Section 6. A complaint or dispute involving the discharge or demotion of a Department Chairperson on continuing tenure 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, or his designee, by the Department Chairperson within ten (10) school days after the Department Chairperson is notified of his/her demotion or discharge and if the matter is not resolved within ten (10) school days after submission to the Superintendent 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).

Section 7. 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 Department Chairperson or Association in writing; then the new date shall prevail.

ARTICLE 6

WORKING SCHEDULES AND CONDITIONS

Section 1 Meetings. A Department Chairperson in his/her role as a classroom teacher shall be free to attend or participate in PTA meetings, shall attend faculty meetings, open house, and confer with parents upon reasonable notice.

Section 2 Planning Periods. A Department Chairperson in his/her role as classroom teacher shall be scheduled for a planning period commensurate with his/her preparation assignments. In a regularly scheduled team-teaching situation, he/she shall have a common planning period with other members of the team when possible.

Section 3 Work Day.

- A. It is mutually understood and agreed that a Department Chairperson's position requires that such a position be "task oriented". There are necessary meetings in addition to and events outside of the normal school day that require a Department Chairperson's presence and/or participation in order for him/her to perform the full scope of his/her duties and responsibilities.
- B. Department Chairpersons shall have a duty free lunch period except when their assistance is required because of some event of an emergency nature or they are on call.
- C. Each Department Chairperson shall be allowed one period daily for duties related to his/her position. Each Department chairperson shall be granted one (1) day of released time for each teacher in the department excluding the Department Chairperson for supervision and evaluation of teachers in the department.
 - a. Probationary teachers or teachers requiring an in-depth evaluation - 3 days per teacher.
 - b. All other teachers in the department excluding the Chairperson - 1 day per teacher.

Section 4 Work Year.

- A. The work year for Department Chairperson shall be the same as that for teachers.

- B. The work year for Department Chairpersons may be extended by recommendation of the principal and approval by the Superintendent. Additional time allotted will be determined by the Superintendent.

Section 5 Work Schedule. Department Chairpersons having multi-building or district-wide responsibilities will participate in schedule development.

Section 6 Compensation for Extra Class. A Department Chairperson who teaches an assigned daily class beyond his/her regular teaching assignment will receive 1/6 of his/her base teaching salary as compensation for the extra class.

ARTICLE 7

EVALUATION

Section 1. Department Chairpersons will be appraised on their performance as Department Chairpersons on an annual basis.

Section 2. Department Chairpersons will be appraised with the in-depth teacher appraisal procedure once every three years.

Section 3. The principal or other immediate superordinate may waive the annual department chair appraisal on the year of the in-depth appraisal.

Section 4. Department Chairpersons will not be appraised with the teacher annual appraisal procedure.

Section 5. If the immediate superordinate of a Department Chairperson determines that an in-depth appraisal as a teacher is necessary, the Department Chairperson may be placed on the in-depth cycle at any time. The reason for the placement will be stated in writing to the Department Chairperson and the Superintendent.

Section 6. A concluding appraisal conference will be held and the appraisal form completed by the last student day each year.

ARTICLE 8

CENTRAL SICK BANK

Section 1. Each Department Chairperson, upon the effective date of this Agreement or initial appointment, shall deposit two (2) days of leave from his/her sick leave bank into the Central Sick Bank and then only when deemed necessary by the Central Sick Bank Committee. Notice of the

of the Central Sick Bank Committee's intention shall be given the Board in June prior to the forthcoming school year.

Section 2. Withdrawals may be made from the Central Bank for personal illness, according to the Conditions and Procedures for Central Bank withdrawals, upon written application to the Central Bank Committee by a Department Chairperson who has exhausted his/her own sick leave days.

Section 3. The Central Bank Committee shall be composed on one (1) member of the administrative staff and two (2) members of the Association and shall meet when necessary. The Committee shall be empowered to approve or disapprove all such applications and determine the number of days allowable if approved. The Department Chairperson receiving an allowance from the Central Bank shall not be expected to repay the days so provided. Decisions of the Central Bank Committee shall not be subject to the grievance procedure.

Section 4. Conditions and Procedures for Central Bank:

- A. A member of the Association must be out of work during the school year due to sickness or injury for at least five (5) consecutive school days and he/she must have exhausted his/her own bank of leave days before he/she 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 five-day waiting period if, in their 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:
 - a. Date of illness or disability.
 - b. Date of expiration of the applicant's sick leave.
 - c. A statement from a doctor recognized as being appropriate to the treatment of the illness detailing the extent of the disability and indicating the approximate time the member of the Association must refrain from working.
- C. A member of the Association may draw from the Central Bank up to fifteen (15) days, at which time another statement from his/her doctor must be presented to the Central Bank Committee reevaluating the member's health situation and restating an approximate date of return to work. An additional fifteen (15) days may be given upon further evaluation by the Central Bank Committee. This procedure may be repeated if necessary for an additional fifteen (15) days.
- D. It is understood that while a member is drawing from the Central Bank, he/she is entitled to all fringe benefits as described in the Association's contract. It is further understood that when such member returns to work he/she shall be entitled to the same position he/she occupied prior to the illness or disability, provided that he/she 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. Department Chairpersons shall apply for sick leave days within ten (10) days after return from sick leave. No consideration will be given any application beyond these ten (10) days.

ARTICLE 9

SUPERINTENDENT'S ADVISORY COMMITTEE

Section 1. A Superintendent's Advisory Committee shall be appointed to make recommendations to the Superintendent with respect to those persons being considered for openings of positions within the Bargaining Unit.

Section 2. The Committee shall be comprised of such members of the Administration and Teaching Staff as may be appointed by the Board and one (1) member of the Association who shall be appointed by the President of the Association.

Section 3. The Association shall apprise the Superintendent of the name of their selected committee member at least three (3) days prior to the date of the meeting of the Committee.

Section 4. All candidates interviewed shall be notified in writing of the appointment.

ARTICLE 10

INTERIM APPOINTMENT

It is understood that the Board may fill a vacancy on an interim basis whenever a need arises not to exceed one (1) school year.

ARTICLE 11

REDUCTION IN DEPARTMENT CHAIRPERSON PERSONNEL

Section 1. In the event the Board reduces the number of Department Chairpersons or eliminates a position in the bargaining unit, the Association shall be notified in writing at least ten (10) days prior to official action on the matter by the Board.

Section 2. In the event the Board reorganizes the Department Chairperson structure, the Association shall be notified in writing at least ten (10) days prior to official action by the Board.

Section 3. In the event the Board does not retain an individual Department Chairperson, that individual shall be informed of the reason for non-retention in writing ten (10) days prior to the principal's recommendation to the Superintendent.

Section 4. It is understood by the Board of Education and the Association that actions that may be taken by the Board of Education as defined in Sections 1, 2, and 3 of this article are the responsibility of the Board of Education and not subject to the grievance procedure.

ARTICLE 12

SENIORITY

Section 1. Seniority shall be based upon years of accumulated service in the Oak Park School District subject to the following conditions.

- A. Seniority shall date from the Department Chairperson's most recent date of hire as a member of the bargaining unit.
- B. Time spent on an unpaid leave of absence shall be blanked out for purposes of counting seniority credit except as provided in Articles 16 and 17 of the Master Agreement between the Oak Park Board of Education and the OPEA.
- C. Any teacher who is appointed to a position in the bargaining unit after September 15, 1980 will retain previously accumulated seniority as a teacher but shall not accrue additional teacher seniority while in that position.
- D. Persons in the bargaining unit prior to September 15, 1980 shall continue to accrue seniority as a teacher.

Section 2. In the event that the Board reduces the number of Department Chairpersons or a Department Chairperson is no longer retained in his/her position, the former Department Chairperson immediately becomes a member of the teaching bargaining unit.

Section 3. Reappointment of a Department Chairperson within the bargaining unit for a successive school year shall be considered uninterrupted membership in the bargaining unit.

ARTICLE 13

TRANSFERS

Section 1. Department Chairpersons shall be notified in writing of a change in the school to which they will be assigned ten (10) days prior to official action being taken.

Section 2. Each year, prior to March 1, Department Chairpersons who desire a change in grade and/or subject assignment for the ensuing school year commencing the following September, shall file a written request with the building principal. Such statement shall include the grade and/or subject to which the Department Chairperson desires to be transferred.

Section 3. The determination respecting any requested transfer shall be made by the Board or its designated representative. Whenever two (2) or more Department Chairpersons are being considered to fill an open position, the final determination shall be made by the Superintendent.

Section 4. Every reasonable effort will be made to avoid involuntary transfers and in the event an involuntary transfer is to be made it will be effected only after a meeting between the Department Chairperson and/or his/her representative and the principal, at which time the Department Chairperson shall be advised of the reason for the transfer.

ARTICLE 14

SUMMER WORKSHOPS

Section 1. A list of proposed summer workshops will be made available to all Department Chairpersons on or before June 1, if possible. Department Chairpersons desiring assignment to such summer workshops shall notify the Board, or its designee, in writing, within five (5) school days from the time workshop assignments are announced.

Section 2. Department Chairpersons who have notified the Board, or its designee, of their desire to work in summer workshops shall be given consideration for such assignments.

Section 3. The hourly rate of pay for summer workshops shall be as follows for the major portion of an hour: \$16.50.

ARTICLE 15

STIPEND

Section 1. Department Chairpersons and Coordinators

- A. \$2,400
- B. A Department Chairperson serving two (2) schools shall receive \$50.00 per year to cover mileage on school business.
- C. A Department Chairperson serving at the system level shall receive \$100.00 per year to cover mileage on school business.
- D. In lieu of the mileage stipend provided for in paragraphs B and C of this section, a Department Chairperson may elect to receive actual mileage reimbursement at the established district rate. It shall be the responsibility of the Department Chairperson to notify the Business Office at the beginning of each school year if this option is elected.
- E. In the event a Department Chairperson is given a teaching assignment during or in lieu of his/her planning period, he/she shall receive compensation per the following hourly rate: \$25.00

A Department Chairperson shall not be compensated for a teaching assignment during a period designated as released time for Department Chairpersons.

ARTICLE 16

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 such provisions shall be of no force and effect but all other provisions shall be in full force and effect.

ARTICLE 17

MEETINGS WITH THE SUPERINTENDENT

The Officers of the Association and the Superintendent may request to meet from time to time to discuss matters of mutual interest related to the implementation of this contract.

ARTICLE 18

WAIVER CLAUSE

The parties agree that all negotiable items have been discussed during 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 19

STRIKE PROHIBITION

The Association shall not cause, engage in or sanction a strike or refusal to perform the duties of employment by any certificated teaching personnel and no certificated teaching personnel shall cause or participate in any strike or refusal to perform the duties of his/her employment.

ARTICLE 20

ASSOCIATION RIGHTS

Department Chairpersons shall have all rights, benefits, privileges and protections as described in the following portions of the Teacher's Master Agreement:

Article 3	Teacher Rights
Article 4	Civil Rights
Article 8	Working Conditions and Individual Security Sections 8.1-8.5; 8.7-8.13; 8.15- 8.19
Article 10	Retirement
Article 11	Class Size Sections 11.1-11.3; 11.5
Article 15	Leave Days Sections 15.1-15.3
Article 16	Sabbatical Leave Sections 16.1- 16.9;16.10(b and c); 16.11-16.13
Article 17	Leaves of Absence
Article 21	Promotion of Employees to Administrative Positions Sections 21.1-21.2
Article 22	Extra-curricular Sponsorships
Article 23	Summer Programs
Article 24	Annexation, Consolidation, and Consortiums Sections 24.1-24.3
Article 25	Compensation Sections 25.1-25.7; 25.9; 25.10
Article 28	School Closing Provision
Article 29	Insurance
Article 32	Drug and Alcohol Abuse
Schedule A	Salary Schedules and Related Provisions
Schedule B	Compensation for Inter-Scholastic Sports and Co-curricular Activities
Schedule C	School Calendars
Schedule D	Definitions Where Applicable

ARTICLE 21

MISCELLANEOUS

Section 1. This Agreement recognizes that Department Chairpersons also perform duties as classroom teachers. Therefore, Department Chairpersons shall receive the same rights, benefits, privileges or protection granted to teachers by the Teachers' Master Contract while they are teaching, provided such rights, benefits, privileges or protections do not conflict with this Agreement.

Section 2. The Board shall, upon request, provide the Association with the statistics or financial information which the Board does not deem confidential and which the Board may agree is reasonably necessary in connection with the discussion of succeeding Agreements.

Section 3. A Department Chairperson granted sabbatical leave will be restored to his/her former position as Department Chairperson and teacher at the building which he/she was working at the time the leave was granted.

Section 4. Copies of Memorandums of Agreement between the Board and the Oak Park Education Association (OPEA) shall be provided to the Association's president following ratification by the Board.

Section 5. The President of the Association will be notified by Administration of planned additions or deletions in the bargaining unit or changes in job descriptions.

ARTICLE 22

DURATION OF AGREEMENT

Section 1 This Agreement shall become operative as of July 1, 1995 and shall continue in force and effect through June 30, 1998.

Either party may submit written notice of a desire to discuss a successor contract after May 1, 1998. Discussions shall begin within thirty (30) days after receipt of such notice.

Section 2. 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 of the old contract, that contract is extended for a period of sixty (60) days.

IN WITNESS THEREOF, the parties have caused this contract to be executed on the day and year first written.

OAK PARK BOARD OF EDUCATION

BY [Signature]
President

BY Andrea C. Polley
Secretary

DATE 12/11/95

ASSOCIATION OF OAK PARK
DEPARTMENT CHAIRPERSONS

BY [Signature]
President

BY [Signature]
Vice-President

DATE 12/8/95

SCHEDULE A - SALARY SCHEDULES

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

*Teachers hired after July 1, 1986, and have a BA+20 or attain the BA+20 will be placed on that track for Steps 1 through 5. After the teacher has been paid on the BA+20 track for five (5) years in the Oak Park District, they will go to the BA track, if he/she has not received a master's degree.

Teachers hired before July 1, 1986, who receive a Ph.D./Ed.D. degree after June 30, 1989, and teachers with a Ph.D./Ed.D. degree hired after July 1, 1986, will be placed on the Ph.D./Ed.D. schedule only if their degree is in a field directly related to their teaching assignment or approval is granted by the Superintendent. Teachers hired before July 1, 1986, who receive a Ph.D./Ed.D. degree prior to June 30, 1989, are exempt from the conditions listed above.

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

All hours to be credited above a degree must be graduate hours from an accredited institution and shall pertain and be applicable toward an approved and recognized graduate degree in education, a degree related to the teacher's assignment, or be considered to be an adjunct to the teacher's effectiveness in his/her teaching assignment.

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

B. 1995-96 Salary Schedule

Step	BA	BA+20	MA	MA+20	MA+30	PhD
1	27087	27659	29253	29828	30150	31850
2	28240	28824	30570	31154	31887	33199
3	29699	30286	32348	32939	33673	35001
4	31177	31772	34151	34749	35514	36832
5	32987	33588	36285	36887	37640	38988
6	35094	35704	38735	39340	40098	41737
7	37348	37962	41648	42259	43027	44405
8	39903	40520	44833	45157	45929	47325
9	43823	44532	50030	50659	51450	52876
10	48608	49341	56821	57137	57948	59420

1996-97 Salary Schedule

Step	BA	BA+20	MA	MA+20	MA+30	PhD
1	27629	28213	29838	30424	30753	32486
2	28805	29401	31182	31777	32525	33863
3	30293	30892	32995	33598	34347	35701
4	31801	32407	34834	35444	36225	37569
5	33647	34259	37011	37625	38393	39768
6	35796	36418	39509	40127	40900	42572
7	38095	38722	42481	43104	43887	45293
8	40701	41330	45730	46061	46847	48271
9	44700	45423	51031	51673	52479	53933
10	49580	50328	57958	58270	59107	60609

1997-98 Salary Schedule

Step	BA	BA+20	MA	MA+20	MA+30	PhD
1	28181	28777	30434	31033	31368	33136
2	29381	29989	31805	32412	33175	34540
3	30899	31509	33655	34270	35034	36415
4	32437	33056	35530	36153	36949	38320
5	34319	34945	37751	38378	39161	40564
6	36512	37147	40299	40930	41718	43424
7	38857	39496	43330	43966	44765	46199
8	41516	42156	46644	46982	47784	49237
9	45594	46331	52051	52706	53528	55012
10	50572	51335	59117	59435	60289	61821

SCHEDULE B

**INTER-SCHOLASTIC SPORTS AND
EXTRA-CURRICULAR ACTIVITY COMPENSATION**

Football	Head Coach	3085
	Ass't & Reserve Coaches	2429
	Assistant	1567
Basketball	Head Coach	3085
	Jr. Varsity Coach	2429
	9th Grade Coach	1863
	7th/8th Grade Coach	1700
Wrestling	Head Coach	2404
	Ass't Coach	2017
Swimming	Head Coach	2853
Baseball/Softball	Head Coach	2404
	Reserve Coach	1940
	9th Grade Coach	1645
	7th/8th Grade Coach	1700
Track	Head Coach	2404
	Ass't Coach	1940
	7th/8th Grade Coach	1700
Cross Country	Head Coach	1838
Tennis	Head Coach	2070
Soccer	Head Coach	2100
Volleyball	Head Coach	2404
	Jr. Varsity Coach	2017

INTRAMURAL

Middle School (6 sports) 1722

OTHER POSITIONS RELATED TO ATHLETICS

Athletic Trainer (per season) 2404
 Faculty Manager 2404
 Cheerleader Coach
 High School 1947
 Middle School 1118

ELEMENTARY

Combined Safety Patrol and Service Squad 1374
 Student Council 784

SENIOR HIGH/MIDDLE SCHOOL

Middle School paper and yearbook 1258
 Secondary Student Council Sponsor 1258
 Secondary Detention Teacher 1258
 *Secondary drama 2056
 9th Grade class sponsor 668
 10th Grade class sponsor 745
 11th Grade class sponsor 977
 12th Grade class sponsor 1529
 *Senior High forensics 1015
 *Senior High debate 2056
 *Marching Band Director 1683
 *Senior High music choral festivals 1233
 *Senior High yearbook 1233
 Senior High modern dance 1233
 Foreign Language festival sponsor 1015
 Varsity Club sponsor 1093
 Reading Coordinator 1529
 Supervisors of after-school activities on a per event basis such as athletic events, musicals, plays, concerts, special events \$15.70
 Computer Club 1427
 BOEC, HOSA, DECA 1233
 Special Olympic coach 1233
 SMI/SXI Computer Programmer 1350
 per semester
 Future Homemakers of America 950
 National Honor Society 1258

* Assignment related co-curricular activity.

SCHEDULE C

CALENDAR 1995-96

Monday	August 28	Teachers Report
Tuesday	August 29	Classes begin 1/2 day for students (a.m.)
Monday	September 4	No school - Labor Day
Wednesday	November 22	Schools close end of half day (1/2 day compensatory time for P/T conferences.)
Thursday	November 23	No school - Thanksgiving recess
Friday	November 24	No school - Thanksgiving recess
Friday	December 22	Schools close at end of day - holiday recess
Tuesday	January 2	Classes resume
Monday	January 15	No school - Dr. Martin Luther King, Jr.'s birthday observed
Monday	January 22	Teachers only -Records Day
Tuesday	January 23	Teachers only - In-Service
Friday	February 9	Schools close at the end of day - winter recess
Monday	February 19	Classes resume
Thursday	April 4	Schools close at end of half day (1/2 day compensatory time for P/T conferences.)
Friday	April 5	Schools closed - spring break
Monday	April 15	Classes resume
Monday	May 27	No school - Memorial Day
Monday	June 10	Classes end - 1/2 day for students (a.m.)
Tuesday	June 11	Last day - teachers

Students - 181 days
Teachers - 185 days

SCHEDULE C

CALENDAR 1996-97

Monday	August 26	Teachers report
Tuesday	August 27	Classes begin - 1/2 day for students (a.m.)
Monday	September 2	No school - Labor Day
Wednesday	November 27	Schools close end of half day (1/2 day compensatory time for P/T conferences.)
Thursday	November 28	No school - Thanksgiving
Friday	November 29	No school - Thanksgiving
Friday	December 20	Schools close at end of day holiday recess
Monday	January 6	Classes resume
Monday	January 20	No school - Dr. Martin Luther King, Jr.'s birthday observed
Monday	January 27	Teachers only - Records Day
Tuesday	January 28	Teachers only - In-Service
Friday	February 14	Schools close at end of day - winter recess
Monday	February 24	Classes resume
Thursday	March 27	Schools close at end of half day - (1/2 day compensatory time for P/T conferences.)
Friday	March 28	Schools closed - spring break
Monday	April 7	Classes resume
Monday	May 26	No school - Memorial Day
Friday	June 13	Classes end - 1/2 day for students (a.m.)
Monday	June 16	Last day - teachers

Students - 181 days

Teachers - 185 days (including one teacher only inservice day to be determined)

SCHEDULE C

CALENDAR 1997-98

Monday	August 25	Teachers Report
Tuesday	August 26	Classes begin - 1/2 day for students (a.m.)
Monday	September 1	No school - Labor Day
Wednesday	November 26	Schools close end of half day (1/2 day compensatory time for P/T conferences.)
Thursday	November 27	No school - Thanksgiving recess
Friday	November 28	No school - Thanksgiving recess
Friday	December 19	Schools close at end of day - holiday recess
Monday	January 5	Classes resume
Monday	January 19	No school - Dr. Martin Luther King, Jr.'s birthday observed
Monday	January 26	Teachers only - Records Day
Tuesday	January 27	Teachers only - In-Service
Friday	February 13	Schools close at end of day - winter recess
Monday	February 23	Classes resume
Thursday	April 9	Schools close end of half day (1/2 day compensatory time for P/T conferences.)
Friday	April 10	Schools closed - spring break
Monday	April 20	Classes resume
Monday	May 25	No school - Memorial Day
Friday	June 12	Classes end - 1/2 day for students (a.m.)
Monday	June 15	Last day - teachers

Students - 181 days

Teachers - 185 days

SCHEDULE C

SMI/SXI PROGRAM CALENDAR 1995-96

Monday	July 17	Students (a.m. only)
Monday	August 28	Students (p.m. only)
Tuesday	August 29	Students (a.m. only).
Monday	September 4	No school - Labor Day
Wednesday	November 22	Schools close end of half day (1/2 day compensatory time for P/T conferences.)
Thursday	November 23	No school - Thanksgiving recess
Friday	November 24	No school - Thanksgiving recess
Friday	December 22	Schools close at end of day - holiday recess
Tuesday	January 2	Classes resume
Monday	January 15	No school - Dr. Martin Luther King, Jr.'s birthday observed
Monday	January 22	Students (a.m. only) Teachers (p.m.) - records day
Wed - Friday	February 14, 15 & 16	Schools closed - winter break
Thursday	April 4	Schools close end of half day (1/2 day compensatory time for P/T conferences.)
Friday	April 5	Schools closed - spring break
Monday	April 15	Classes resume
Monday	May 27	Schools closed - Memorial Day
Friday	June 28	Students (a.m. only) Last day of school year.

SCHEDULE C

SMI/SXI PROGRAM CALENDAR 1996-97

Monday	July 15	Students (a.m. only)
Monday	August 26	Students (p.m. only)
Tuesday	August 27	Students (a.m. only)
Monday	September 2	No school - Labor Day
Wednesday	November 27	Schools close end of half day (1/2 day compensatory time for P/T conferences.)
Thursday	November 28	No school - Thanksgiving recess
Friday	November 29	No school - Thanksgiving recess
Monday	December 23	Schools close at end of day - holiday recess
Thursday	January 2	Classes resume
Monday	January 20	No school - Dr. Martin Luther King, Jr.'s birthday observed
Monday	January 27	Students (a.m. only) Teachers (p.m.) records day
Wed - Friday	February 19 20 & 21	Schools closed - winter break " " " "
Thursday	March 27	Schools close end of half day (1/2 day compensatory time for P/T conferences.)
Friday	March 28	Schools closed - spring break
Monday	April 7	Classes resume
Monday	May 26	Schools closed - Memorial Day
Monday	June 30	Students (a.m. only) Last day of school year.

SCHEDULE C

SMI/SXI PROGRAM CALENDAR 1997-98

Monday	July 14	Students (a.m. only)
Monday	August 25	Students (p.m. only)
Tuesday	August 26	Students (a.m. only)
Monday	September 1	No school - Labor Day
Wednesday	November 26	Schools close end of half day (1/2 day compensatory time for P/T conferences.)
Thursday	November 27	No school - Thanksgiving recess
Friday	November 28	No school - Thanksgiving recess
Tuesday	December 23	Schools close at end of day - holiday recess
Monday	January 5	Classes resume
Monday	January 19	No school - Dr. Martin Luther King, Jr.'s birthday observed
Monday	January 26	Students (a.m. only) Teachers (p.m.) - records day
Wed - Friday	February 18 19 & 20	Schools closed - winter break " " " "
Thursday	April 9	Schools close end of half day (1/2 day compensatory time for P/T conferences.)
Friday	April 10	Schools closed - spring break
Monday	April 20	Classes resume
Monday	May 25	Schools closed - Memorial Day
Tuesday	June 30	Students (a.m. only) Last day of school year.

SCHEDULE C
PAY DATES 1995-96

1995

Friday, July 14 (First pay for SMI/SXI)
Friday, July 28
Friday, August 11
Friday, August 25
Friday, September 8 (First pay for regular school year teachers - 2 week pay)
Friday, September 22
Friday, October 6
Friday, October 20
Friday, November 3
Friday, November 17
Friday, December 1
Friday, December 15
Thursday, December 28 (Checks available at the Administrative Building 9 am - noon)

1996

Friday, January 12
Friday, January 26
Friday, February 9
Friday, February 23
Friday, March 8
Friday, March 22
Thursday, April 4
Friday, April 19
Friday, May 3
Friday, May 17
Friday, May 31
Friday, June 14 (Last pay for regular school teachers-checks available at the
Administration Building 9 am - noon)
Friday, June 28 (Last pay for SMI/SXI Teachers)

SCHEDULE C

PAY DATES 1996-97

1996

Friday, July 12 (First pay for SMI/SXI)
Friday, July 26
Friday, August 9
Friday, August 23
Friday, September 6 (First pay for regular school year teachers - 2 weeks pay)
Friday, September 20
Friday, October 4
Friday, October 18
Friday, November 1
Friday, November 15
Wednesday, November 27
Friday, December 13
Friday, December 27 (Checks available at the Administrative Building 9 am - noon)

1997

Friday, January 10
Friday, January 24
Friday, February 7
Friday, February 21 (Checks available at the Administrative Building 9 am - noon)
Friday, March 7
Friday, March 21
Friday, April 4 (Checks available at the Administrative Building 9 am - noon)
Friday, April 18
Friday, May 2
Friday, May 16
Friday, May 30
Friday, June 13 (Last pay for regular school year teachers)
Friday, June 27 (Last pay for SMI/SXI teachers)

SCHEDULE C

PAY DATES 1997-98

1997

Friday, July 11 (First pay for SMI/SXI)
Friday, July 25
Friday, August 8
Friday, August 22
Friday, September 5 (First pay for regular school year teacher - 2 weeks pay)
Friday, September 19
Friday, October 3
Friday, October 17
Friday, October 31
Friday, November 14
Wednesday, November 26
Friday, December 12
Friday, December 24 (Checks available at the Administrative Building 9 am - noon)

1998

Friday, January 9
Friday, January 23
Friday, February 6
Friday, February 20 (Checks available at the Administrative Building 9 am - noon)
Friday, March 6
Friday, March 20
Friday, April 3
Friday, April 17 (Checks available at the Administrative Building 9 am - noon)
Friday, May 1
Friday, May 15
Friday, May 29
Friday, June 12 (Last pay for regular school year teachers)
Friday, June 26 (Last pay for SMI/SXI teachers)

SCHEDULE D

DEFINITIONS

1. **TEACHER** shall mean any member of the bargaining unit.
2. **ASSOCIATION REPRESENTATIVE** shall mean representative of the Association or his/her alternate designee in each school building.
3. **ASSOCIATION OFFICIAL** shall mean Association representative, officer of the Education Association, or employees of the Association.
4. **ADMINISTRATIVE POSITIONS** other than Central staff shall include: all evaluative positions (e.g., department chairpersons, coordinators, directors, etc.), principals, assistant principals and excluded directors/supervisors/coordinator.
5. **SCHOOL** shall mean any work location within the Oak Park School District, provided it is understood the provisions of this Agreement shall apply to a teacher while engaged in a field trip or other authorized school function outside of the District.
6. **BOARD** shall mean the duly elected officials of the Oak Park Board of Education acting as a total body.
7. When referring to the following it is expressly understood it shall also mean "or designee" unless specifically excluded by the wording of a section.
 - a. Association representative
 - b. Association president
 - c. Association
 - d. Principal
 - e. Administrator
 - f. Superintendent
 - g. Board
8. **MIDDLE SCHOOL** - Grades 6, 7, and 8 in the Oak Park School District.
9. **CERTIFICATION**: Documented recognition of teaching credentials as defined in Teacher Certification Code.
10. **SENIORITY** shall be based upon years of accumulated service in the Oak Park School District.
11. **EXTRA-CURRICULAR** shall refer to sponsored activities which are beyond the work schedule of the teacher and occur within the scheduled school day, or those which occur outside the normal school day.
12. The term "days" shall mean calendar days unless expressly indicated otherwise.
13. **QUALIFICATION** shall be defined as in Article 13, Section 13.1(e).
14. **CONSORTIUM** shall mean an educational program between the Oak Park School District and any other school district.

15. COMPENSATORY TIME shall be equal time off for extra time worked.
16. SPECIAL EDUCATION SUPPORT STAFF are speech and hearing therapists, physical therapists, and occupational therapists.
17. PUPIL PERSONNEL STAFF are psychologists and social workers.
18. EXTENDED SCHOOL YEAR shall be as required by law for the program serviced.
19. SPECIAL EDUCATION STAFF are all certified staff not listed above who are under the Director of Special Education.
20. DATE OF HIRE shall be defined as in Section 7.3(d).
21. MEMORANDUM OF AGREEMENT - A change of the collective bargaining agreement by way of addition, deletion, or modification of contract language. Memoranda of Agreement require ratification of both parties.
22. MEMORANDUM OF UNDERSTANDING - A means of clarification on implementation of the collective bargaining agreement. Memoranda of Understanding do not require ratification of both parties.



