

AGREEMENT BETWEEN

THE

OAK PARK BOARD OF EDUCATION

AND THE

OAK PARK EDUCATIONAL SUPPORT

PERSONNEL ASSOCIATION

2023-2026

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The Board of Education (the “Board”) of Oak Park School District (the “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, disability, height, weight, and marital status.

ARTICLE 1
RECOGNITION

Section 1. The Board recognizes the Association as the exclusive bargaining representative as pursuant to the Michigan Public Employment Relations Act (“PERA”), MCL 423.201 *et seq.*, as amended, with respect to wages, hours, benefits and other terms and conditions of employment for all Instructional and highly qualified support personnel which include the following classifications:

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

Dormant: Special Education Assistant, Associate Teacher Paraeducator (including Star, Even Start and Head Start), Instructional Paraeducator of Adaptation of Instruction.

It is expressly understood and agreed by the parties that excluded from the bargaining unit are all supervisors, administrators, certificated personnel, security, custodial and maintenance personnel, transportation personnel, food services personnel, lunchroom monitors and servers, parent coordinators and latch key assistants, Central Office personnel, health care personnel, Independent contract personnel, and administrative assistants. Any dispute as to the inclusion of any position in the bargaining unit shall be subject to resolution through the mechanisms set forth in PERA.

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

Section 3. The term employees as used in this Agreement shall refer to all employees covered by Section 1.

ARTICLE 2
BOARD RIGHTS AND RESPONSIBILITIES

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

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

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

ARTICLE 3

EMPLOYEE RIGHTS AND PROTECTIONS

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

Section 2. Nothing contained within this Agreement shall be construed to deny or restrict to any employee rights he/she may have under the Michigan Revised School Code, MCL 380.1 *et seq.* as amended, or the applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

Section 3

- (a) The Board is committed to equal employment opportunities in all aspects of employment, including recruitment, selection, training, promotion, and retention of staff. The Board is committed to maintaining a learning/working environment in which all individuals are treated with dignity and respect.
- (b) The private and personal life of any employee is not within the appropriate concern or attention of the Board, unless it interferes with their ability to perform their job.

Section 4. An employee shall be entitled to have present a representative, (president of the Association or his/her designee) of the Association during any meeting which leads or may lead to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present and a statement will not be written by the person in question until their representative is present however, the representative must appear in a timely manner. Should disciplinary action likely occur at a given meeting, the employee shall be advised immediately of said possibility and be advised by the Board of the right to representation under this provision of the agreement.

Section 5. An employee will have the right to review the contents of all records excluding initial references, of the District pertaining to said employee originating after initial employment and to

have representative of the Association accompany him/her in such review. Other examination of an employee's files shall be limited to the Superintendent and/or the head of HR.

Section 6. No material including but not limited to evaluations, student, parental, or school personnel complaints originating after initial employment will be placed in an employee's personnel file unless the employee has had an opportunity to review the material. The employee may submit a written statement (rebuttal) regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When material is to be placed in an employee's file, the affected employee shall review and sign said material, such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. All adverse written recommendations or comments by the central office administration shall be based solely on the contents of the employee's personnel file. After three (3) calendar years of satisfactory service, an employee may make a written request that discipline no longer be used in conjunction with additional discipline by the Board of Education.

Section 7. An employee who is assaulted at work will write up an incident report immediately, one (1) copy for their Administrator and one (1) copy for their Association President. He/she will confer with their Administrator and identify the best recourse of action to either go to the District designated health center or be allowed to go home for the rest of the day of the assault, with no loss of compensation or reduction in his/her sick leave time, or go back to the classroom.

Section 8. A Paraeducator may be responsible for the administration of medication in emergencies situations as outlined in a health plan and/or per an Individual Education Plan (IEP), only with the appropriate training (provided prior to each school year when possible), and another adult present. If a second adult is not present, the Paraeducator will take every measure to act in the best interest of the child given the emergency.

Section 9. When an employee submits a written authorization for deductions for voluntary contributions to the District, the District shall make the proper payroll deductions in a timely manner.

Section 10. Employees shall not be required to work in a school deemed, by an appropriate authority to be unsafe or hazardous or to perform tasks which endanger their health, safety, and/or wellbeing.

Section 11. The District shall make every effort, consistent with the available facilities and resources, to maintain the classrooms, bathrooms, lounge, Media Center in a clean condition, and at a comfortable temperature.

ARTICLE 4
ASSOCIATION RIGHTS

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

1. Special conferences for important matters may be arranged between the Association president and the designated representative of the Board upon the request of either party.
2. The Association shall be provided with bulletin boards, or sections thereof, for the purpose of posting Association materials. The Association shall also have the right to use the school mails to distribute Association material.
3. School equipment shall be made available to the Association and its members under such conditions as may be prescribed by the building administrator. Any supplies required in the use of such equipment in this manner must be replenished by or paid for by the Association at cost price.
4. The Executive Director or designee shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. The initial contact in any school building shall be with the school office (principal, assistant principal, administrator, or secretary).
5. The administration shall furnish, upon request from the Association, all available information and documents necessary for negotiation and/or the maintenance of this agreement and to otherwise represent an employee, provided that this provision shall not require the Board to compile information or statistics not already compiled.
6. The association shall receive in writing, a list of all new employees and any employee change in status: name, date of hire, job title, work location, step, address and phone number in October of each year.
7. When facilities are desired for Association meetings, requests for such meetings shall be in accordance with established Board policy and shall not disrupt normal school operations. Association members are required to comply with District's Acceptable Use Policy when using the District's internet services.
8. If the Board or its representative agrees to allow any of the following during working hours, on District premises, it shall be without loss of pay. The Association shall reimburse the District for all retirement contributions associated with the compensation related to any time used to conduct the following:
 - a. Post Association notices.
 - b. Distribute Association literature.

- c. Transmit communications, authorized by the local Association or its officers, to the Board or its representatives.
- d. Consult with the Board or its representatives, local Association Officers, or other Association representatives concerning the enforcement of any provisions of this Agreement.

ARTICLE 5

GRIEVANCE PROCEDURE

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

The term “days” shall mean school days during the academic year, and mean calendar days when the administration office is open during the summer months between academic years, unless expressly stated otherwise.

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

Section 3.

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

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

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

Step One: If an informal resolution of the complaint is neither obtained nor sought, but in no event later than ten (10) working days after the occurrence of the event upon which the complaint is based, or ten (10) working days from when the employee knew or should have known of the event, a written grievance shall be submitted to the appropriate supervisor. A copy of the written grievance shall be filed with the Association. If the grievance is not filed within ten working days, then the grievance is abandoned.

The Statement of Grievance shall name the employee(s) involved; state the facts giving rise to the grievance; identify all the provisions of this Agreement alleged to be violated by appropriate

reference; state the contention of the employee with respect to these provisions; and indicate the relief requested.

Within ten (10) working days after receipt of grievance at Step One, the appropriate Supervisor shall meet, if necessary, with the grievant and/or the Association and render a written decision with copies to the Association and the grievant.

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

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

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

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

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

Step Four: If a grievance has not been resolved at the appropriate step, or if no disposition has been made within the appropriate time limits, the grievance must be settled within ten (10) working days of the decision at Step Three or the Association may proceed to the Michigan Employment Relations Commission for mediation. If no mutual agreement can be reached through mediation, the Association may submit the grievance to arbitration within ten (10) days from the receipt of the decision at Step Three. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules.

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

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

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

Section 6. Miscellaneous Conditions

- a. It shall be the firm policy of the Association and the Board to assure to every employee an opportunity to have the unobstructed use of this grievance procedure without fear of reprisal or without prejudice in any manner to his employment status.
- b. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with terms of this Agreement, provide that the Association has been given an opportunity to be present at such adjustment.
- c. If any employee for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all compensation lost.
- d. It is expressly understood and agreed that the following will not be grievable:
 - 1. Any matter for which there is an administrative remedy available pursuant to state or federal law;
 - 2. The termination of probationary employees; whose employment may be terminated with or without just cause.

ARTICLE 6 **SENIORITY**

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

Section 2.

- a. The first ninety (90) full workdays of employment shall be probationary (new hires) with no seniority, temporary leave (except sick leave days) or other benefits, except

holiday pay, per Article 13. If the employee is absent, the probationary (new hire) period is extended by the number of days absent.

- b. If the employee is continued in employment beyond the ninety (90) day probationary period, the employee shall acquire the status of a seniority employee and seniority shall be established from the first day worked as a probationary employee. Insurance benefits will commence on the first day of the month following the hire date.
- c. The Association shall represent probationary employees for purposes of collective bargaining in respect to wages, hours, terms and conditions of employment. Probationary employees may be summarily discharged.

Section 3. Upon request from the Association, the Board shall prepare, maintain, and post the seniority list. An updated seniority list shall be provided to the Association President as needed, but not less than one (1) time per year in October. The Association President will receive a seniority list within five days of requesting one, unless there is an agreed upon date. The requested seniority list will include the following: name, hire date, department date, position and work location. The President and/or designee shall be notified by the District when an employee completes their probationary period.

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

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

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

ARTICLE 7
VACANCIES AND TRANSFERS

Section 1.

- a. Job vacancies within the bargaining unit that occur within the school year will be posted for a period of five (5) working days, setting forth the minimum requirements for the position. Said postings shall contain the following information: type of work, starting date, rate of pay and classification, hours to be worked, and minimum requirements. Employees interested in such vacancy shall apply in writing to the Department of Human Resources within five (5) working days following the first day of posting. Vacancies shall be filled by the most qualified employee making an application, as determined by the Board.

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

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

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

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

Section 4. Involuntary Transfers

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

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

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

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

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

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

Section 5. All job postings for the unit shall be posted on the District website for the members to access immediately.

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

ARTICLE 8 **LAYOFF AND RECALL**

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

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

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

Section 3. Employees to be laid-off pursuant to the above procedure will be given notice at least ten (10) working days prior to the effective dates of their layoffs.

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

Section 5.

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

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

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

Section 6. Notices of recall shall be sent by certified mail to the last known address as shown on the Board's records or email address. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Board notified as to his/her current mailing address or email address. A recalled employee shall be given ten (10) working days from the date the notice is postmarked to notify the Board in writing of his/her intent to return to work. An employee recalled to equivalent hours of work for which he/she is qualified is obliged to take such work. An employee who declines recall to perform equivalent hours of work for which he/she is qualified shall be deemed to have voluntarily quit. Equivalent hours of work is deemed to be within two and one-half (2 ½) hours of the employee's former weekly hours of work.

Section 7. Employees on layoff shall retain their seniority for purposes of recall for a period eighteen (18) months. Any employee on layoff for more than eighteen (18) months shall lose his/her seniority and any further rights under this Agreement.

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

Section 9. Employees whose hours are reduced or who will be placed on layoff will be given notice at least ten (10) working days prior to the effective date.

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

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

ARTICLE 9

DISCIPLINE AND DISCHARGE

Section 1. Employee shall be disciplined (including written warnings and reprimands, suspensions, reductions in rank or occupational advantage, discharges, or other actions of a disciplinary nature) only for a reason that is nonarbitrary and capricious (just cause). The nonarbitrary and capricious standard does not apply to any employee who has not completed their probationary period. Any such discipline shall be subject to the grievance procedure hereinafter set forth, including arbitration. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Association in writing.

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

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

No employee shall be subjected to an Administrative and/or staff reprimand and/or disciplinary action while in the presence of parents, students or staff. All reprimands written or oral will be done in private with the Association President present. The Association President/representative shall be present for all Paraeducator possible disciplines.

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

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

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

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

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

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

ARTICLE 10 **LEAVE DAYS**

Section 1.

- A. The total leave bank shall be accumulative to a maximum of ten (10) times the yearly rate.
- B. An employee shall be credited with their sick leave allowance in the following way:
 - 1. 1-2 years of employment: 10 days (1/2 at the beginning of the school year and 1/2 at the beginning of the second semester)
 - 2. 3 years or more of employment: 14 days (1/ at the beginning of the school year and 1/2 at the beginning of the second semester)

If an employee's employment is terminated before the school year is completed and the employee has used their sick days, the sick days will be prorated for the time spent employed and if the usage is over, that time will be deducted from the employee's last paycheck with the District. Any employee who is discharged or retires and has unused sick days, shall have any sick leave days over the 180 paid out.

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

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

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

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

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

Section 2 A Paraeducator will notify their building principal two (2) days in advance, if possible, of taking a personal business day. Paraeducators needing two (2) or more consecutive personal days shall submit their request in writing by using the personal business day form. It is understood documentation may be required before approval is granted.

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

- a. Court cases, government or other legal business that must be transacted during working hours.
- b. Moving
- c. Religious observance
- d. Graduation from high school or college of members of the immediate family.

- e. Marriage of the employee or a member of the immediate family.
- f. Death of any person deemed especially close by the employee.
- g. Personal sick and/or business leave days shall not be granted for the day preceding or the day following a holiday and the first and last day of the school year unless processed as stated above.
- h. Personal or private business beyond the employee's control, which can only be accomplished during working hours.

Section 3. The Board shall provide up to a total of four (4) days per year to be used for outside Association training and/or bargaining when necessary for the collective use of the Association President and his/her designee. These days are not to be used for Union Representation and Union Pulse Check. The OPESPA President and/or his/her designee shall have the option of using an Association day in one (1) day increments. The president shall submit their request to the superintendent, giving a minimum seventy two (72) hour notice. No deduction from the individual's leave day accumulation shall be made for days so granted. It is understood that the OPESPA shall reimburse the Board for the retirement costs associated with the time used. The OPESPA will reimburse the District for all retirement costs associated with any used Association business days and/or hours.

ARTICLE 11

LEAVE OF ABSENCE

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

- a. Length of Leave: Leaves of absence shall be for a period of no longer than one (1) year. An extension of a leave may be granted with the approval of the Superintendent for no longer than two (2) additional years.
- b. An employee returning from a leave of absence without pay shall notify the employer at least twenty (20) working days prior to the date the leave is scheduled to expire. An employee returning from leave of absence shall have bumping rights to any job for which he/she is qualified which is held by a less senior employee and which pays the same or a lower rate of pay.
- c. All sick leave accumulated and unused at the time of such leave of absence shall be restored to said employee upon return.
- d. Fitness to Return from Sick/Health Leave: Employees returning from leaves of absence shall present a doctor's certificate attesting to their fitness to return to full duties. Such certification shall be presented prior to the actual date of return.

- e. Working While on Leave: A leave of absence need not be granted to any employee who leaves for the sole purpose of obtaining or engaging in other full-time employment.
- f. Frequent absence by an employee for reasons of sickness or physical disability may be considered good and sufficient cause to place the employee on unpaid leave of absence, provided the employee has exhausted his/her accumulated sick leave.
- g. Recognizing that the purpose of a probationary period is to provide the Board an opportunity to observe the work performance of an employee, it is understood that time off due to any leave of absence for illness or disability shall not be counted as service nor shall it be counted toward completion of the employee's probationary period.

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

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

Section 4. Pregnancy and Maternal Care: Will follow the Family Medical Leave Act 1993 ("FMLA").

Section 5. Michigan Paid Medical Leave:

In accordance with the Michigan Paid Medical Leave Act ("MPMLA"), MCL 408.961 *et seq.*, an eligible non-exempt (hourly) employee may use up to forty (40) hours of paid medical leave for any of the following for the employee or family member per fiscal year:

1. Mental or physical illness, injury, or health condition, including related medical diagnosis, care, treatment, or preventative medical care.
2. For a victim of domestic violence or sexual assault, any related medical care or counseling; victim services or legal services; judicial proceedings or relocation.
3. For closure of the employee's primary workplace by order of a public official; for an employee's need to care for a child whose school or place of care has been closed by order of a public official; or a determination by health authorities that the presence of the employee or family member in the community would jeopardize the health of others due to exposure to a communicable disease.

A family member includes a child, parent, spouse, grandparent, grandchild, or sibling as defined by the MPMLA. This provision shall be interpreted and applied consistent with the MPMLA, and shall not provide greater benefits than that allowed by the statute.

To be eligible, the non-exempt (hourly) employee must be employed for more than 25 weeks in a calendar year, worked an average at least 25 hours per week during the immediately preceding calendar year.

Section 6. Sickness/Health leaves, when recommended by a physician, psychologist, or psychiatrist shall be granted according to the general conditions of leave. At the end of such leave the employee must either return to work or resign, unless an extension of leave is granted under Section 1 above.

Section 7. Military Leave (without pay): A military leave of absence shall be granted in accordance with existing State and Federal laws governing leaves.

Section 8. Employees requesting leaves of absence, pursuant to FMLA, who are found eligible, will be required to exhaust certain paid leave entitlement for which they may otherwise be eligible under the terms and conditions of the collective bargaining agreement during their FMLA leave time. The rights established by the FMLA will not diminish any employee benefit programs or plans or paid leave provisions dictated by the terms of the collective bargaining agreement if it is aligned with the federal law. Further, any rights afforded by the FMLA will not be used to expand an employee's contractual rights and benefits, provided those rights and benefits meet or exceed the basic requirements of the FMLA.

Section 9. If an employee who has given birth to, or adopted, a child desires a leave of absence for maternal or paternal care purposes, the employee may make written application for such leave. The Board may grant leaves of absence for childcare of up to one year. Childcare leaves must be requested in writing at least thirty (30) calendar days in advance of the desired start of the leave. A maternal or paternal care leave shall be granted subject to general conditions of leave.

ARTICLE 12

HOLIDAYS AND VACATION DAYS

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

- Friday before Labor Day
- Labor Day
- Christmas Eve
- Christmas Day
- New Year's Eve
- New Year's Day
- Wednesday before Thanksgiving
- Thanksgiving Day
- Day after Thanksgiving
- Martin Luther King, Jr. Day
- Two days (2) at Spring Break
- Good Friday
- Memorial Day

Section 2.

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

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

ARTICLE 13
WORK SCHEDULES AND CONDITIONS

Section 1. Each employee shall work the number of hours and work schedule as designated by the Board on those days that are designated as a school day and any other days, as may be necessary. Work schedules may be adjusted, but must include five (5) mandatory imbedded Professional Development Days and one (1) classroom set-up day prior to the start of school. Staff must attend the professional development days that are outlined in the yearly calendar (for not less than 187 days). The five (5) professional development days may include but not be limited to training in: CPR/AED, CPI, EPI pen, Blood Borne Pathogens, behavioral strategies, student specific medical conditions, FERPA, first aid, seclusion and restraint, and any legally required training.

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

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

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

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

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

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

Section 4. Paraeducators will have access to their student(s) IEPs at a glance if authorized by the Board.

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

- a. Complementing instruction (i.e. assisting the teacher during the lesson by helping pupils who may be having difficulty in understanding or in keeping up with the class).
- b. Supplementing instruction (i.e. assisting the teacher by working with individuals or small groups of pupils on follow-up activities specified by the teacher).
- c. Reinforcing instruction (i.e. assisting the teacher by administering under supervision and direction, remedial or drill activities for individuals or small groups).
- d. All Paraeducators engaged in complementing, supplementing, or reinforcing instruction shall be under the meaningful direction and supervision of a certified teacher.

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

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

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

Section 9. Paraeducators will be provided all tools and equipment needed to perform their job duties and all equipment will be kept in working order, (i.e. gloves, briefs, blue pads, changing table, lifts, access to a computer and printer, etc.). If any supplies or equipment are missing or not in working order, the Paraeducator will notify the building principal by email.

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

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

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

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

Section 14.

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

Section 15. When absent or tardy, paraeducators must notify their direct supervisor and report their absence using the WillSub absence management system as soon as possible before they are expected to arrive to work, but no later than one hour before their normal scheduled starting time. In all cases, paraeducators must provide their supervisor with an explanation of their absence or tardiness, and inform him/her when they will arrive or return to work. Except in extenuating situations, paraeducators must call in every day they are scheduled to report and will not be able to report. This will provide ample time in which to try and secure a substitute. This procedure must be followed even if no substitute is required. If a paraeducator fails to enter their absence in the absence management system and/or notify the building supervisor by the designated time, he/she will not be paid for the day(s) absent from work. It is understood that there may be some cases when extenuating circumstances would prevent proper notification.

Section 16. Whenever possible, summer positions shall be assigned by seniority in the same classification and the same classification employees shall be given first consideration, i.e., a special education Paraeducator shall be given a position in the summer for a special education position over an ELD Paraeducator, media specialist, an instructional Paraeducator and so on.

Section 17. Latchkey fees shall be waived for all Paraeducators that use this service during their work shift.

ARTICLE 14
COMPENSATION

Section 1. Hourly Rates

In 2023-2024, employee’s steps will be based on the following table below effective July 1, 2023 to June 30, 2026:

- a. Instructional Support

| Step | Hourly Rate |
|------|-------------|
| 1 | \$19.00 |
| 2 | \$20.00 |
| 3 | \$21.00 |

| | |
|---|---------|
| 4 | \$22.00 |
| 5 | \$23.00 |
| 6 | \$24.00 |
| 7 | \$25.00 |
| 8 | \$26.00 |

- b. Paraeducators currently on Step 1 will move to the new Step 2 and all other paraeducators will move 1 Step effective July 1, 2023.
- c. Current paraeducators on Step 4 and 5 will receive a one (1) time off schedule payment of \$500.00 upon ratification of this agreement.
- d. Paraeducators shall be paid their hourly rate of pay for all time worked at Latchkey, any other school programs worked before or after the regular student day but within the employee's work shift below.
- e. Paraeducators who refer qualified paraeducator candidates to the District, and the new hire is employed beyond the 90 day probationary period, shall receive a referral bonus in the amount of \$250.00.

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

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

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

Section 4. Employees authorized to use their personal automobiles while on school business shall be reimbursed at the IRS maximum allowable rate per mile in effect September 1 of each year. All such mileage shall be recorded upon a voucher to be provided by the Board.

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

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

Section 6. A retiree, to be eligible for severance pay, must qualify for regular or medical retirement under the Michigan Public School Employees Retirement System.

Section 7. Longevity.

If paraeducator has **completed** his/her 5th through 10th year, 11th through 15th year, 16th through 20th year, 21st through 25th year, or over 25 years as a paraeducator within in the Oak Park School District by September 1, he/she will receive the following longevity amounts beginning with the start of that fiscal year:

5-10 years: \$500.00

11-15 years: \$750.00

16 -20 years: \$1,000.00

21-25 years: \$1,200.00

Over 25 years: \$1,500.00

Section 7. Retirement Severance.

Any regular employee who through the State of Michigan Office of Retirement Services (ORS) and the estate of one who dies while employed by the Board shall be eligible for severance pay for unused accumulated sick leave as follows:

| Unused Accumulated Sick Days | Severance Amount Per Day |
|------------------------------|--------------------------|
| 1-60 | \$30.00 |
| 61-120 | \$40.00 |
| 121+ | \$55.00 |

Section 8. Paraeducators who work an entire day in a classroom without a teacher or sub and with students present shall receive an additional \$50.00 or prorated at the hourly rate of \$5.00 per hour.

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

Section 10. Paraeducators shall be compensated in the amount of \$25.00 per lunch period when they are requested and/or approved to provide support by the building principal during their own lunch period.

ARTICLE 15

INSURANCE PROTECTION

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

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

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

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

Section 2. Medical-Vision-Dental Coverage.

Eligible employees may participate in any of the following plans:

Medical Insurance: Eligible employees will have the choice of the medical insurance plans for his/her family under MESSA or comparable mutual agreement. Insurance options will be negotiated by the Association and the District through the RFP (request for proposal) process.

Cash-in-Lieu: For employees electing to waive medical insurance, the Board will pay \$100 per pay (\$200 per month) which the employee may pay toward a tax-sheltered annuity of their choice with 125 cafeteria plan regulations. To be eligible for cash in lieu, the employee must first provide proof of other qualifying group medical insurance for themselves and each member of their expected tax family. The Board will pay \$25.00 per pay (\$50 per month) for employees with government-provided insurance (e.g., Medicare, Medicaid, Tricare, VA, MICHild), COBRA, or any plan purchased as an individual, including those purchased through the Health Insurance Marketplace.

Long-Term Disability Insurance:

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

Life Insurance:

Negotiated life: \$30,000 AD&D: \$30,000

Section 3. Workers Compensation. Any employee who is disabled or injured during the course of employment shall receive such compensation and expenses as are prescribed by law plus, at the employee's option, the difference between his/her regular wages and the compensation benefits to the extent permitted by a prorated deduction from his/her personal accumulated sick leave. In no case will the Board of Education's supplement extend beyond the individual employee's accumulated leave earned as of the last day worked.

ARTICLE 16
CONFORMITY TO LAW

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

ARTICLE 17
STRIKE PROHIBITION

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

ARTICLE 18
WAIVER CLAUSE

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

ARTICLE 19
MISCELLANEOUS

The terms “working days” or “workday” when used in this Agreement shall, except as otherwise indicated, mean school days during the academic year, and calendar days when the administrative office is open during the summer months between academic years. Legal holidays and all school recesses, except the summer recess, shall not be considered as working or workdays in this Agreement.

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

ARTICLE 20
DRUG AND ALCOHOL ABUSE INTRODUCTION - NOTICE AND PURPOSE

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

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

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

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

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

Furthermore, as a part of this contract language, any employee convicted of violating any criminal drug statute related to conduct occurring in the workplace must report that conviction to the Superintendent, or his/her designee, in writing within five (5) calendar days after the conviction.

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

Section 3. Definitions.

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

Section 4. Policy Administration.

- a. Employee Notification. All employees will be notified of this Agreement at the time it is adopted and once each school year, thereafter. New employees will be notified of this Agreement during their orientation, if not sooner. Compliance by employees with the policies in and requirements of this Agreement are mandatory conditions of employment.
- b. Employee Initiated Rehabilitation. Employees with a problem related to drug or alcohol use are encouraged to volunteer for rehabilitation assistance before the problem leads to a situation which could jeopardize their employment.

Employees who desire assistance in dealing with a drug or alcohol problem and wish for a referral to a rehabilitation program may confer with the Personnel Department or

their union representative. Employees may also seek assistance through entities such as the County Health Department, Henry Ford Hospital (Maple Grove Center), William Beaumont Hospital, Providence Hospital, Eastwood Clinic (Royal Oak), Catherine McCauley Chemical Dependency Program (Ann Arbor) and Brighton Hospital.

c. Discipline.

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

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

ARTICLE 21

EVERY STUDENT SUCCEEDS

The guidelines for paraeducators and the administration of the academic assessment will be addressed at a later time.

- A. All classroom Paraeducators are required to meet the highly qualified requirements of the Every Student Succeeds Act. Those requirements are to have completed any of the following:

Option 1: Complete at least two years of study at an accredited institution of higher education (equal to 60 semester hours); or

Option 2: Obtain an associate degree (or higher) from an accredited institution; or

Option 3: Meet a rigorous standard of quality and demonstrate, through passage of an approved formal state academic assessment in the following areas:

- Knowledge of, and the ability to assist in instructing reading, writing, and mathematics; or
- Knowledge of, and the ability to assist in instructing reading readiness, writing readiness, and mathematics readiness, as appropriate.

Current State Board of Education Approved Assessments

- College Board’s SAT – Must score at least a 480 on evidence-based reading and writing and a 530 on math
- ETS Parapro Assessment – A passing score of 460 is required

Prior Approved Assessments

- Michigan Test for Teacher Certification (MTTC) Basic Skills Test
- MTTC Professional Readiness Examination
- WorkKeys® - Minimum Scores: 0
 - Reading for Information – 4
 - Applied Math – 4
 - Writing – 3
- ACT (taken between 1/1/1989 - 10/1/2017) - Minimum Scores:
 - Reading – 22
 - Combined English and Writing – 22
 - Math – 22
- Michigan Merit Examination (MME) (taken between 1/1/2007 and 1/31/2015) - Minimum Scores:
 - Reading – 1108
 - Writing – 1129
 - Mathematics – 1116

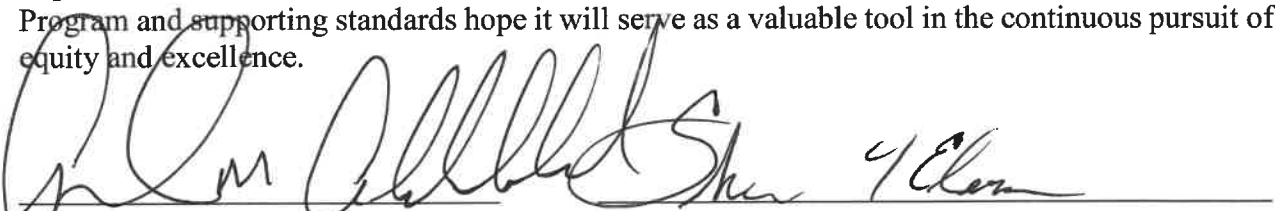
B. The Board has discretion to determine if an employee meets the ESSA requirements.

ARTICLE 22
EVALUATION

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

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

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



Angel Abdulhad
Superintendent

Shanee Elerson
Oak Park Educational Support Personnel
Association

FORMAL EVALUATION

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

SCHEDULE, MEETINGS, AND PROCEDURES

(a) At the beginning of each school year, (prior to October 1st), the building principal or his or her designee, shall meet with Paraeducators for the purpose of explaining the evaluation program and instrument and answering questions. Classroom visits may be a combination of announced and unannounced visits.

(b) The Paraeducator shall sign and return one (1) copy to indicate having received it, but not to indicate agreement or disagreement. No Paraeducator shall be asked to sign an incomplete evaluation form. Paraeducators shall be allowed to attach their written comments to the evaluation form. A Paraeducator whose overall performance has been evaluated as not meeting expectations at any point during the school year shall be so notified in writing and shall meet directly with the building principal or designee.

(c) In any area where the building principal or designee indicates a need for improvement, he/she will provide the Paraeducator with a written Individual Development Plan (IDP). The Paraeducator may attach comments to the Individual Development Plan (IDP). The IDP may contain professional development training or other opportunities offered by Oakland Schools or the District to support growth in the areas that are observed and evaluated as a “Does Not Meet Expectations” rating.

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

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

Summary of significant dates and deadlines

| Date | Activity |
|---|--|
| Prior to 2 nd Friday in December | Evaluation of all Paraeducators which would include the second round for those previously evaluated prior to 2 nd Friday in December. |
| Prior to 1 st Friday in May | Evaluation of all Paraeducators who received a “Does Not Meet Expectations” in their evaluation from the prior school year. |

| | |
|-------------------------------|--|
| Prior to May 20 th | Evaluation of all Paraeducators signed and returned to Human Resources prior to May 20 th . |
|-------------------------------|--|

| | |
|-------------------------|--|
| Name: | |
| Department: | |
| Mailing Address: | |
| Phone: | |
| Fax: | |
| E-mail: | |

ARTICLE 23
ENTIRE AGREEMENT CLAUSE

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

ARTICLE 24
DURATION OF AGREEMENT

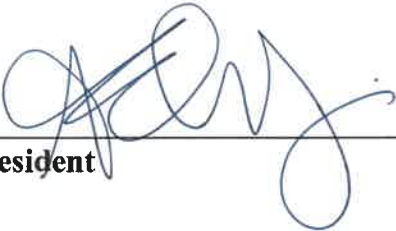
This Agreement shall commence on the Monday following ratification by both parties with respect only to those persons in the active, employment of the Oak Park Board of Education on July 1, 2023, and shall continue in full force and effect until midnight, June 30, 2026, when it shall terminate. If either party desires to renegotiate this Agreement, they shall give the other party written notice to that effect by May 1, 2023. In any event, this Agreement shall not be extended beyond June 30, 2026.

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

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

OAK PARK BOARD OF EDUCATION

OPESPA/MEA/NEA



President



President



Secretary

**APPENDIX A
EVALUATION FORM**

| |
|---|
| OAK PARK SCHOOL DISTRICT PARAEDUCATOR PERFORMANCE EVALUATION |
|---|

Name of Paraeducator _____ School _____

Assignment _____ Evaluator _____

Check one: November Evaluation Year-End Evaluation

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

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

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

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

Signature of Administrator _____ Date _____

Signature of Paraeducator _____ Date _____

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

DIRECTIONS: There are four sections to this evaluation, in addition to the front page. The four sections include:

SECTION I: Performance rating by the performance indicators of the eight standards of Effective Instruction: Evaluators shall rate the Paraeducator “Meets or Exceeds Expectations” or “Does Not Meet Expectations” in each Standard.

SECTION II. Short narrative: This section shall be completed for those Paraeducators who received a rating of “Meets or Exceeds Expectations” in any of the eight Standards in Section II. The evaluator provides a brief narrative of the Paraeducator’s strengths.

SECTION III. Long narrative: This section shall be completed ONLY for those Paraeducators who received a rating of “Does Not Meet Expectations” in one or more Standards. For each Standard rated “Does Not Meet Expectations” the evaluator shall list the Standard and complete “specific observations of areas for development, including a statement of the problem and an Individual Development Plan (IDP).

SECTION IV. Paraeducators Comments: Performance rating by the performance indicators of the eight Standards of Effective Instruction: Evaluators shall rate the Paraeducator, with a mark in the appropriate box, “Meets or Exceeds Expectations” or “Does Not Meet Expectations” for each Standard.

Standard 1: Equity and High Expectations

| Performance Indicators | |
|--|--------------------------|
| Demonstrate through words, actions and instruction, high standards, and the belief in all students’ ability to meet them. | <input type="checkbox"/> |
| Assist students to develop self-help skills. | <input type="checkbox"/> |
| Assist classroom teacher or other immediate supervisor with establishing and maintaining a challenging instruction and learning environment. | <input type="checkbox"/> |
| Assist classroom teacher or other immediate supervisor with the creation of an environment in which students work with a sense of purpose and understand what is expected of them. | <input type="checkbox"/> |
| Promote understanding, and development of ways to respond to differences in culture, race, language, class, gender and sexual orientation. | <input type="checkbox"/> |

Overall rating for Standard 1: _____ **MEE** _____ **DNME**

Standard 2: Professionalism

| Performance Indicators | |
|--|--------------------------|
| Perform duties and assignments effectively under the direction of the classroom teacher or other immediate supervisor. | <input type="checkbox"/> |
| Perform routine duties of the job in a professional manner. | <input type="checkbox"/> |
| Respect confidentiality. | <input type="checkbox"/> |
| Work cooperatively with peers. | <input type="checkbox"/> |

| | |
|--|--------------------------|
| Participate in school activities to promote the general welfare of the school and improved instruction and learning. | <input type="checkbox"/> |
| Maintains regular attendance in conformity with rules and regulations of the District. | <input type="checkbox"/> |
| Maintains punctuality in all matters pertaining to professional role. | <input type="checkbox"/> |
| Model professional appearance and demeanor. | <input type="checkbox"/> |
| Demonstrate respect through language and behavior in all interactions with colleagues, students, and families. | <input type="checkbox"/> |
| Function effectively in a multilingual, multicultural and economically diverse school. | <input type="checkbox"/> |
| Works with teacher to maintain a positive and engaging learning environment through consistency and organization. | <input type="checkbox"/> |

Overall rating for Standard 2: _____MEE _____DNME

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

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

Overall rating for Standard 3: _____MEE _____DNME

Standard 4: Partnership with Family and Community

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

Overall rating for Standard 4: _____MEE _____DNME

Standard 5: Instructional Implementation:

| Performance Indicators | |
|--|--------------------------|
| Assist classroom teacher in the preparation of instructional materials. | <input type="checkbox"/> |
| Assist classroom teacher or other immediate supervisor with the provision of instructional activities at the appropriate level for all students. | <input type="checkbox"/> |
| Lead small group learning activities, as well as provide learning opportunities throughout the day. | <input type="checkbox"/> |
| Meet with classroom teacher to discuss curriculum, classroom management, and goals for instruction when requested. | <input type="checkbox"/> |

| | |
|---|--------------------------|
| Support the classroom teacher in implementing curriculum. | <input type="checkbox"/> |
| Follow planned lessons for small group instruction at the direction of the teacher or immediate supervisor that will achieve the short and long term objectives of the classroom. | <input type="checkbox"/> |
| Use materials related to the objectives of the lesson at the direction of the classroom teacher or other immediate supervisor. | <input type="checkbox"/> |

Overall rating for Standard 5: _____MEE _____DNME

Standard 6: Content Knowledge:

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

Overall rating for Standard 6: _____MEE _____DNME

Standard 7: Monitoring and Assessment of Progress:

| Performance Indicators | |
|---|--------------------------|
| Supervises students on field trip activities and other activities such as indoor/outdoor play, snacks and rest. | <input type="checkbox"/> |
| Assist classroom teacher to use and organize student notebooks, assessments, folders, and/or portfolios to help the teacher monitor student progress. | <input type="checkbox"/> |

Overall rating for Standard 7: _____MEE _____DNME

Standard 8: Reflection, Collaboration, and Personal Growth:

| Performance Indicators | |
|---|--------------------------|
| Use required standards to set learning goals based on identified needs. | <input type="checkbox"/> |
| Engages in activities that contribute to the employee’s performance in the instruction and learning situation (e.g. responds to in-service and professional growth opportunities in terms of personal and pupil improvement). | <input type="checkbox"/> |
| Reflect on instructional successes and challenges and use that information to inform professional growth. | <input type="checkbox"/> |

Overall rating for Standard 8: _____MEE _____DNME

SECTION II. SHORT NARRATIVE: This section shall be completed for those Paraeducators who received a rating of “Meets or Exceeds Expectations” in any of the eight Standards in Section II. The evaluator provides a brief narrative of the Paraeducator’s strengths.

Comments on Performance: Describe (in the space below) evidence and samples of the Paraeducator's practice that demonstrate how the Paraeducator is:

Meeting or Exceeding standards of effective practice:

Statement of opportunities for continued improvement:

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

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

Standard # _____

Statement of problem:

IDP:

Standard # _____

Statement of problem:

IDP:

Standard # _____

Statement of problem:

IDP:

Standard # _____

Statement of problem:

IDP:

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

APPENDIX B
2023-2024 school calendar

APPENDIX B
2024-2025 school calendar

APPENDIX B
2025-2026 school calendar

APPENDIX C
Employee Use of Social Media – Oak Park Schools

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

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

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

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

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

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

APPENDIX D

Dress Code

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

Examples of unprofessional attire include but are not limited to:

- T-shirts with offensive logos or slogans
- Sweatpants/yoga pants/exercise wear, other than a Physical Education Teacher
- Sleepwear
- Clothing with revealing holes
- Shirts/pants with inadequate coverage

Employees will be subject to disciplinary action up to and including discharge if the Dress Code is violated.

APPENDIX E OPESPA GRIEVANCE FORM

Grievance # _____

Contract Year 20 __ - 20 __

Distribution of Forms:

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

NAME OF GRIEVANT: _____

OPEA Assignment: _____ **Building:** _____

Violation(s) of the contract and/or Board Policy: _____

LEVEL ONE

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

Date of Level One Meeting: _____

Disposition (Provided within 10 days of presentations of Grievance)

LEVEL TWO

Human Resources (10 Days after receipt of the response)

Statement of Grievance: _____

Relevant Agreement (Contract) Provision(s): _____

Relief Sought: _____

Date Grievance Occurred: _____

Signature of Grievant: _____ **Date:** _____

LEVEL TWO CONTINUED:

Date Written Grievance Filed with Immediate Administrative Supervisor: _____

Disposition of Immediate Administrative Supervisor: _____

Signature of Immediate Administrative Supervisor: _____

Date: _____

Position of Grievant and/or Association: _____

Signature: _____ **Date:** _____

LEVEL THREE

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

Date Written Grievance Filed with Superintendent or Designee: _____

Disposition of Superintendent or Designee:

Signature of Superintendent or Designee: _____

Date: _____

Position of Grievant and/or Association: _____

Signature: _____ **Date:** _____

LEVEL FOUR

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

Date Written Grievance Filed with Board of Education: _____

Disposition of Board of Education: _____

Signature: _____ **Date:** _____

Position of Association: _____

Signature: _____ **Date:** _____

LEVEL FIVE:

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

Date Filed for Arbitration: _____

Date Grievance Withdrawn and Not Filed for Arbitration: _____

Signature: _____ **Date:** _____