

7/31/95

Oxford Area Community Schools

1992 - 1995
MASTER AGREEMENT
between the
OXFORD AREA COMMUNITY SCHOOLS
and the
**OXFORD ADMINISTRATORS
ASSOCIATION**

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MASTER AGREEMENT

The Agreement entered into by and between the BOARD OF EDUCATION OF THE OXFORD AREA COMMUNITY SCHOOLS, hereinafter called the "Board", and the OXFORD ADMINISTRATORS ASSOCIATION, hereinafter called the "Association."

WITNESSETH:

WHEREAS, the laws of the State of Michigan authorize public employees to enter into a collective bargaining agreement with respect to rates of pay, wages, hours of employment or other conditions of employment; and

WHEREAS, the parties, following deliberate professional negotiations, reached some certain understandings which they desire to incorporate into this collective bargaining agreement.

NOW THEREFORE, in consideration of the mutual covenants herein contained and benefits to be derived, the parties respectively agree:

ARTICLE I

RECOGNITION AND DEFINITIONS

Section A. Recognition of the Association The Board in accordance with the applicable provision of Act No. 379, Public Acts of 1965, as amended, hereby recognizes the Association as the sole and exclusive bargaining representative for all Elementary Principals, Middle School and Senior High Principals, Assistant Principals, all Directors and Assistant Directors, Supervisor of Transportation, Supervisor of Building and Grounds and Supervisor of Cafeterias, but excluding Superintendent, Associate Superintendent, Assistant Superintendent, Executive Directors and Central Office Manager.

Section B. Exclusive Collective Bargaining Agreement
The Board hereby expressly agrees that prior to establishing any rates of pay, wages, hours or other conditions of employment for any established bargaining unit position or any newly created position which will be within the bargaining unit it will negotiate the employment conditions with the Association.

Section C. Definitions In the application and interpretation of the provisions of this Agreement, the following definitions shall apply:

1. Board - shall mean the Board of Education of the Oxford Area Community Schools.
2. Association - shall mean the Oxford Administrators Association.
3. Administrator - shall mean anyone included in the bargaining unit.

4. Certificated - shall refer to those members of the bargaining unit involved in the administration of educational programs of the District and whose position requires a teaching and/or administrative certificate.
5. Non-certificated - shall refer to those members of the bargaining unit involved in the administration of supportive or supplementary services of the District and whose position does not require a teaching certificate.
6. Superintendent - whenever the term "Superintendent" is used, it shall include only that person and not his/her designees.
7. Designee - whenever the term "designee" is used, it shall include those parties so authorized to act in place of the Superintendent.
8. School - whenever the term "school" is used, it is to include any work locations or functional work division.
9. Days - whenever the term "days" is used, except when otherwise noted, it means weekdays, excluding Saturdays, Sundays and Holidays.
10. Number and Gender - in the grammatical construction of this Agreement, use of the singular shall include the plural, and use of the masculine shall include the feminine.

Section D. Distribution of Agreement The Board shall be responsible for the typing, printing and preparation of sufficient copies of this Agreement for distribution by the Association to each member of the bargaining unit. Ten (10) additional copies shall be given to the President of the Association.

Section E. Qualification Requirements The Administrator represents that he/she meets all Michigan requirements and holds all certificates necessary for employment by the Board of Education and the State of Michigan in his/her administrative position.

ARTICLE II

ADMINISTRATOR'S RIGHTS

Section A. Legal Rights Nothing contained herein shall be construed to deny or restrict any rights an Administrator may have under Michigan General School Laws.

Section B. Use of Facilities The Association and its members shall have the privilege of using school building facilities for meetings outside of school hours on the same basis as any other employee group as established by Board policy. While formal application on building use forms will not be required, the Superintendent may require that notification of such meetings be provided to him/her or his/her designee.

Section C. Information Furnished by the Board The Board agrees to furnish the Association any public information which it requests within a reasonable period of time. Except in emergencies, such a period should not exceed ten (10) days from date of the Association's request.

Section D. Complaints In order to encourage the harmonious and expeditious resolution of complaints at the local level, the Board agrees that in the case of a complaint on the part of a citizen or school employee regarding an Administrator or a program or an employee he/she supervises, that such citizen or school employee shall be requested to first discuss the matter with the Administrator involved. In the event the Superintendent, Central Administration or the Board contemplates

action and/or judgment of the complaint, it shall first be placed in writing and submitted to said Administrator. It is understood and agreed that if an Administrator's decision is appealed to a higher authority, such Administrator shall be given an opportunity to provide the necessary background information, either in person and/or by confidential memorandum, before any further action is taken on the matter by the Board, Superintendent or Central Office Administrator. This provision does not apply to grievances filed pursuant to other collective bargaining agreements.

Section E. Review of Personnel File Each Administrator shall have the right upon a reasonable and timely request to review the contents of his/her personnel file. He/she shall have the right to have a representative of the Association accompany him/her in such review. No more than one (1) official file shall be kept on each Administrator, and the contents therein shall remain in the building housing the Superintendent.

Section F. Association Business The Board recognizes the responsibilities imposed on the Association and grants permission and a reasonable amount of time during the school day to the designated representatives of the Association to participate in grievance matters, citizen complaints, and/or the administration of any provision of the Agreement requiring Association participation, provided that, such participation does not interfere with the regular workload of the Administrator.

Section G. Informal Conferences The Superintendent and such other Board representatives as the Board or Superintendent may designate will meet informally within five (5) days of a request by the Association, on a date mutually agreed upon with members of the Association for the purpose of discussing administrative concerns. These informal discussions shall in no sense be considered negotiations.

ARTICLE III

RIGHTS OF THE BOARD

Section A. It is expressly agreed that all rights which ordinarily vest in the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in, and be exercised exclusively by, the Board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequences of such action during the term of this Agreement. Such rights shall include by way of illustration, and not by way of limitation, the right:

1. To the executive management and administrative control of the school system and its properties, facilities, equipment and activities of its employees during employee working hours.
2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions of their continued employment, their placement, or their dismissal, suspension, layoff, or demotion and promote or transfer all such employees.

3. To establish levels and courses of instruction including special programs and provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
4. To decide upon courses of instruction, the selection of textbooks, and other teaching materials and the use of teaching aids.
5. To determine the services, supplies and equipment necessary to continue its operation and to determine methods and means of distributing, disseminating and/or selling of services, methods, schedules, and standards of operation, the means, methods and process of carrying on the work, including automation or contracting thereof or changes therein, the institution of new and/or improved methods or changes therein.
6. To adopt rules and regulations.
7. Determine the number and location or relocation of its facilities including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
8. To determine the size of management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.

Section B. The above are not to be interpreted as abridging or conflicting with any specific provision in this Agreement. The listing of specific management rights in this Agreement is not intended to be, nor shall it be restrictive of, or a waiver of, any rights of management not listed and specifically surrendered herein, whether or not such rights have been previously exercised by the Board.

ARTICLE IV

EMPLOYMENT SECURITY

Section A. Probationary Year All Administrators in the bargaining unit who are serving their first year in an administrative position in the District shall serve a one year probationary period. A one year contract shall be provided to probationary Administrators.

Section B. Second Probationary Year The Board may, upon the Superintendent's recommendation, require a first year Administrator to serve a second probationary year. In the event that this course of action is followed, the Administrator must be notified of the action in writing prior to April 1. Such written notice must include reasons for requiring the second probationary year, and must propose a course of action to be followed for gaining non-probationary status.

Section C. Non-renewal of Probationary Contract In the event the Board contemplates the non-renewal of a probationary Administrator's contract, the Administrator shall be notified of the reasons in writing at least fourteen (14) calendar days prior to formal Board action. The Administrator shall have been evaluated at least twice during the school year, the first being completed by November 30 and the second by February 15. The Administrator shall be provided with an opportunity for a hearing before the Board following written notification of possible non-renewal and prior to formal Board action.

Section D. Non-Probationary Contract After successful completion of the specified probationary period, the Administrator shall be granted a two-year contract which shall be renewed annually so long as his performance remains satisfactory.

A non-probationary Administrator shall be notified in writing prior to April 1, if his/her performance is determined to be unsatisfactory. Such notification will be based upon prescribed evaluation procedures and instruments, and shall serve to advise the Administrator that he/she may be subject to non-renewal if his/her performance does not show sufficient improvement during the remaining year of his/her contract.

During the remaining year of his/her contract, the Administrator shall be evaluated at least twice, the first evaluation being completed by November 30 and the second by February 15. The Administrator shall be provided with an opportunity for a hearing before the Board following written notification of possible non-renewal and prior to formal Board action.

ARTICLE V

GRIEVANCE PROCEDURE

Section A. Definition of Grievance A grievance shall mean a complaint by an individual Administrator or the Association that there has been an alleged violation, misinterpretation or misapplication of any provision of this Agreement.

Section B. Statement of Basic Principles

1. Right to Representation Upon the filing of a grievance, the Association and every member of the bargaining unit covered by this Agreement has a right to be represented at any and/or all levels of the grievance procedure.
2. Time Limits Any grievance not appealed within the prescribed time limit shall be considered settled on the basis of the last decision rendered. If an answer to a grievance is not received within the prescribed limits, the grievant may automatically appeal to the next level. Time limits, however, may be extended by mutual agreement if such extensions are evidenced by written note signed by the parties involved.
3. Definition of Days The term "days," as used herein shall mean calendar days.
4. Withdrawal of Grievance A grievance may be withdrawn by mutual agreement.

Section C. Prescribed Steps in Grievance Procedure

1. Level One An attempt shall be made to resolve any

grievance in informal verbal discussions between the grievant and his immediate supervisor. Level One proceedings must occur within fifteen (15) days of the alleged violation, misinterpretation or misapplication, or within fifteen (15) days of the reasonable discovery thereof. If the immediate supervisor is unwilling or unable to meet for Level One proceedings within the prescribed time limits, the grievant may proceed to Level Two.

2. Level Two If the grievance cannot be resolved at Level One, it shall be reduced to writing on forms provided by the Board, signed by the grievant and delivered to the Superintendent within ten (10) days after Level One proceedings. The Superintendent, or a designee who has the authority to make a decision, after a hearing with the grievant on the grievance, shall make such decision and communicate it in writing to the grievant within ten (10) days of receipt of written grievance.

3. Level Three In the event the grievance is not satisfactorily resolved at Level Two, the individual or the Association may appeal the grievance to Level Three, within ten (10) calendar days. The Board of Education or a designated committee thereof, shall meet with the grievant within fifteen (15) days of receipt of the grievance. After the hearing with the grievant, the Board shall make its decision and shall make such decision known to the grievant in writing within ten (10) days of the hearing.

4. Level Four In the event a grievance has not been satisfactorily resolved at Level Three, there shall be available a fourth level of impartial arbitration. The grievance may be submitted and/or appealed to this fourth level only by the Association. The Association may submit the grievance to arbitration within ten (10) days of a written answer at Level Three. If the parties cannot agree as to the arbitrator within five (5) days from the notification date, the arbitrator will be selected by the American Arbitration Association in accordance with its rules, which will likewise govern the arbitration proceedings. The decision of the arbitrator shall be binding on the parties. The party losing the arbitration decision shall pay the arbitrator's fee. Neither the Board nor the Association shall be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party.

The function and purpose of the arbitrator is to determine disputed interpretations of terms actually found in the Agreement or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall, therefore, not have authority nor shall he/she consider it his/her function, to decide any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of

contract construction. The arbitrator shall not render any decision which in practice or effect modifies, revises, detracts from or adds to, any of the terms or provisions of this Agreement. Past practice of the parties in interpreting or applying terms of the Agreement can be relevant evidence but may not be used so as to justify or effectively result in a modification whether by additions or detractions of written terms of this Agreement. The arbitrator has no obligation or function to render a decision or not to render a decision merely because, in his/her opinion, such a decision is fair or equitable or because, in his/her opinion, it is unfair or inequitable. His/her authority shall be strictly limited to deciding only the issues presented to him/her in writing by the parties, and his/her decision must be based solely upon the interpretation of the meaning or application of the express relevant language of the Agreement in accordance with the clause limiting the power of the arbitrator.

Section D. Arbitration Exclusion Failure to re-employ an administrator to his/her position in the bargaining unit shall not be subject to Level Four proceedings, provided that all provisions of Article IV and Article VIII have been followed.

ARTICLE VI

VACANCY, TRANSFER, LAYOFF AND RECALL

Section A. Vacancies The Superintendent will post notice of all vacancies for administrative positions on the office bulletin board in all school district buildings for a period of five (5) days. The Superintendent will inform an Association official of such positions. The Board shall not fill any vacancy on a permanent basis for fifteen days after such notification.

Section B. Transfers

1. Voluntary Transfer Any Administrator may request a transfer at any time.
2. Involuntary Transfer Any Administrator may be involuntarily transferred. The affected Administrator shall be given written notification of the transfer not less than thirty days prior to the effective date of the transfer except in extenuating circumstances or upon the waiver of the notification by the Administrator.

Section C. Layoffs In the event a layoff of administrative personnel becomes necessary, the order of the reduction shall be determined as follows:

1. Probationary Administrators Probationary Administrators shall be laid off first, provided there are non-probationary Administrators within the School District who are qualified to fill the position or positions affected by the layoff.

2. Non-Probationary Administrators Next, non-probationary Administrators shall be laid off in accordance with their rank order as determined by the procedure outlined in Sections 3 and 4 below. The certificated Administrator assigned the least total number of points in accordance with the ranking procedures outlined in these Sections shall be laid off, provided the certificated Administrators remaining are qualified to fill the remaining administrative positions not eliminated by the Board of Education. Likewise, the non-certificated Administrator or Supervisor assigned the least total number of points in accordance with the ranking procedures outlined in these Sections shall be laid off, provided the non-certificated Administrators or Supervisors remaining are qualified to fill the remaining administrative positions not eliminated by the Board of Education. In either case, if the remaining Administrators are not qualified to fill all of the remaining positions, the ranking procedure shall be repeated until the remaining Administrators are qualified, as defined below, to fill the remaining administrative positions.

- a. Qualifications for Certificated Administrators For purposes of this provision, qualifications of certificated Administrators shall include: North Central Association standards for principals in grades 7 through 12; appropriate state certification for all positions; qualifications for each position as set forth in Board policy; and/or ability to perform the duties of a position as determined by the Superintendent.

- b. Qualifications for Non-Certificated Administrators For purposes of this provision, qualifications of non-certificated Administrators shall include qualifications as set forth in Board policy, and ability to perform assigned duties as determined by the Superintendent.
3. Ranking Procedures Administrators shall be ranked in each of the prescribed categories as described in Section 4 below. The highest ranked certificated Administrator in each category shall be assigned a factor of ten (10), the next highest ranked a factor of nine (9), and so on, with the lowest ranked being assigned a factor of one (1). The highest ranked non-certificated Administrator in each category shall be assigned a factor of three (3), the next highest a factor of two (2), and the lowest ranked a factor of one (1).
- a. Modification of Point Factors The maximum point factors of ten (10) for certificated Administrators and of three (3) for non-certificated Administrators are based upon the current number of Administrators in each of these categories. Should the number of certificated or non-certificated Administrators increase or decrease, the maximum point factor shall be adjusted to reflect the actual number of Administrators in each category.
- b. Point Factor Ties In the event two or more Administrators are tied in any of the categories described in Section 4 below, the available point factors to be assigned to those Administrators shall be added together and this sum shall be divided by the number of Administrators involved in the tie. The resulting point factor shall be assigned to each of the Administrators involved. If there are three (3) certificated Administrators with equal administrative experience in the District, for example, and only three certificated Administrators with more such experience, the three involved in the tie would be entitled to point factors of seven (7), six (6) and five (5). Under this procedure, those factors would be added together to total eighteen (18), which would then be divided by three (3), yielding six (6) as the point factor to be assigned to each of the tied Administrators.

c. Overall Ranking Ties In the event two (2) or more Administrators are tied with the least number of points following the implementation of this Section and Section 4, those Administrators shall be reranked on the basis of their professional evaluations alone in accordance with Section 4 b, and the provisions of Section 2 shall then be applied. Any remaining ties shall be resolved by the Superintendent to best meet the educational needs of the School District, based upon the qualifications of the affected Administrators as defined in Section 2 a or b.

4. Ranking Categories All Administrators shall be ranked in three (3) major categories (the third of which shall include five (5) sub-categories for certificated Administrators and four (4) sub-categories for non-certificated Administrators) as follows.

a. Administrative Experience in District Certificated and non-certificated Administrators shall be separately ranked according to the length of their administrative experience in the employ of the Oxford Area Community Schools, including experience as a teaching principal where applicable. The maximum available point factor shall be assigned to the Administrator with the longest such experience within each group.

b. Professional Evaluation Certificated and non-certificated Administrators shall be separately ranked on the basis of the average combined points from their most recent formal evaluation. The maximum available point factor shall be assigned to the Administrator with the highest average combined evaluation points within each group.

c. Additional Factors Certificated and non-certificated Administrators shall be separately ranked on the basis of the total combined points accumulated in the following sub-categories. The maximum available point factor shall be assigned to the Administrator with the highest combined point total accumulated within each group.

(1) Administrative Experience Outside of District Certificated and non-certificated Administrators shall be separately ranked according to the length of administrative experience obtained in other

school districts. The maximum available point factor shall be assigned to the Administrator with the longest such experience within each group.

- (2) Other Experience in District Certificated and non-certificated Administrators shall be separately ranked according to the length of non-administrative employment experience obtained within the Oxford Area Community Schools. The maximum available point factor shall be assigned to the Administrator with the longest such experience within each group.
- (3) Other Experience Outside of District Certificated and non-certificated Administrators shall be separately ranked according to the length of non-administrative employment experience obtained outside the Oxford Area Community Schools. The maximum available point factor shall be assigned to the Administrator with the longest such experience within each group.
- (4) Attendance Record Excluding absences of five (5) or more consecutive days due to illness, certificated and non-certificated Administrators shall be separately ranked on the basis of their respective attendance records for the immediate past three (3) years, including the year in which the layoff occurs. The maximum available point factor shall be assigned to the Administrator with the least number of absences accumulated during this period within each group.
- (5) Advanced Education Certificated Administrators shall be ranked on the basis of their advanced educational training. The maximum available point factor shall be assigned to the certificated Administrator who has earned the greatest number of semester hours beyond the Masters degree.

Section D. Recall Administrators who have been laid off shall be recalled to available administrative positions in the bargaining unit which have not been terminated or eliminated by the Board, based upon the application of the factors set forth in the layoff procedures outlined above.

Section E. Non-Bargaining Unit Experience

1. Seniority Administrators or Supervisors who leave the administrative bargaining unit and enter or return to another appropriate bargaining unit in the School District shall receive seniority credit in the bargaining unit which they enter or return to in accordance with and subject to the applicable provisions of the collective bargaining agreements of said bargaining units.

2. Salary/Wage Placement An Administrator or Supervisor who enters or returns to another bargaining unit in the School District from the administrative bargaining unit shall be granted the maximum allowable experience credit on the appropriate salary lane or applicable wage schedule. For certificated Administrators, the maximum allowable experience credit for the appropriate salary lane is twelve (12) years, unless the Administrator is eligible for the longevity step based upon his/her total years of experience in the Oxford Area Community Schools.

ARTICLE VII

DISTRICT CURRICULUM AND POLICY PRACTICES

Section A. Curricular Programs It is agreed that Administrators will participate in the development and implementation of curriculum programs. After consultation with the Association, the Superintendent shall appoint an Administrator to each curriculum and program committee.

Section B. Professional Policies It shall be the right and responsibility of the administrative staff to participate in the development of the educational program and professional practices of the District. It shall also be the right and responsibility of the administrative staff to provide input in the development and or revision of policies or rules and regulations or agreements to be negotiated which govern the development of the educational program; student, professional and non-professional personnel practices; determination of educational materials; and use of school facilities. These policies and rules and regulations shall include matters covered in the Board policy manual, as well as any negotiated agreements with other employee groups.

ARTICLE VIII

ADMINISTRATOR EVALUATION

Section A. Formal Evaluations Administrators covered by the terms of this Agreement shall be evaluated at least once each year by the Superintendent, Associate Superintendent, Assistant Superintendent or any combination thereof as the Superintendent deems appropriate. Evaluation procedures, instruments and timelines shall be jointly developed by the Association, Central Administration and Superintendent prior to December 1 of each year. Evaluations occurring prior to the implementation of revised evaluation procedures, instruments and timelines shall be conducted in accordance with the prior year's evaluation procedures.

Section B. General Evaluation Procedures The Administrator shall be given a copy of his/her evaluation. At the request of the Administrator, a copy of his/her written response to the evaluation shall be attached to the evaluation. Both the evaluation and the Administrator's written response shall become part of the Administrator's personnel file.

Section C. Unsatisfactory Performance In the event that it is determined that an Administrator is not performing in a satisfactory manner, a program of assistance will be instituted. Such program will consist of both identifying areas of deficiency or weakness and assisting with suggestions or guidelines for improvement. Where practicable, two (2) Administrators, which

may include Central Administration personnel, shall be assigned to assist the Administrator. The program will be ongoing with periodic reviews of no less than every three (3) months.

ARTICLE IX

DISCHARGE AND DISCIPLINE

Section A. Discipline No Administrator shall be disciplined, reprimanded, reduced in compensation level, suspended or discharged without cause.

Section B. Discharge The non-renewal of an Administrator's contract shall not be subject to this Article, but shall be subject to the provisions of Article IV.

ARTICLE X

SABBATICAL LEAVE

Section A. General Administrators who have been employed by the Board for at least seven (7) years shall be eligible to make application for a sabbatical leave of absence. Sabbatical leaves must be in accordance with the provisions of MCL 380.1235 of the Michigan School Code of 1976 as amended.

Section B. Conditions The following conditions must be met in order to have the Board of Education consider such leaves:

1. Application Written application must be submitted to the Superintendent no later than March 1, for a leave beginning the first semester of a school year and by October 1, for a leave which is scheduled for the second semester.
2. Purpose Sabbatical leaves shall be for the purpose of advanced graduate study beyond the Masters degree, research, writing, educational travel or other similar activities. Proposed activities must be in a field related to the applicant's duties and must be beneficial to the welfare of the Oxford Area Community Schools.
3. Length Sabbatical leaves, when granted, must be for a full semester or full school year, but in no case may exceed twelve (12) months.
4. Agreement and Promissory Note Recipients must agree to return to the District for a period of at least three (3) years following the period of the leave, by executing a Sabbatical Agreement. Recipients will also be required to sign a Demand Promissory Note. Failure to return to the District will require that the Administrator repay all monies paid by the Board during the leave. If the Administrator leaves the District during the three (3) year period after return from Sabbatical Leave, he/she shall be required to pay a prorated amount to the Board for the portion of the three (3) year period not in the employ of the Board. The Board may waive this provision at its

discretion. In the event of death or permanent disability, the Demand Note will be voided by the Board.

5. Compensation and Benefits During the period of Sabbatical Leave, the Administrator shall be considered to be in the employ of the Board and shall receive 1/2 salary and full insurance and fringe benefits, as provided to regularly employed Administrators. Such leaves shall not be deemed a break in the continuity of service. Upon return from sabbatical leave, the Administrator shall be returned to the same position or to an essentially equal position and shall be placed at the same salary level as he/she would have attained if he/she served in the District during such period.

6. Multiple Applications Not more than one (1) Administrator shall be on Sabbatical Leave at any time. In the event that more than one (1) Administrator applies for a Sabbatical Leave for the same period, the Superintendent will recommend one (1) candidate to receive the leave. This recommendation will be based upon the needs of the District and shall not be grievable.

ARTICLE XI

OTHER TYPES OF LEAVES

Section A. Personal Leave

1. A leave of absence without pay or benefits may be granted by the Board for up to one (1) year to any Administrator in the employ of the Oxford Area Community Schools.

2. Personal leave days may be granted at the discretion of the Superintendent.

Section B. Military Leave Military leave, including service in the National Guard and Reserves, shall be granted in accordance with applicable state and federal law.

Section C. Child Care Leave

1. Administrators may be granted unpaid leave for the purpose of childbirth and/or subsequent care of a newborn child for a period not to exceed one (1) year, unless renewed at the discretion of the Board.

2. Application for child care leave shall be made as early as possible but shall be received by the Superintendent no later than sixty (60) days prior to the effective date of such leave.

3. An expectant Administrator may continue to perform her regularly assigned responsibilities, though a monthly medical certification of her continued ability to do so may be required after the sixth month of pregnancy. If

restrictions on regularly assigned duties are advised, notification and medical verification will be provided to the Superintendent as soon as possible.

4. An Administrator wishing to return from child care leave shall file a written request with the Superintendent as soon as possible, but no less than sixty (60) days prior to the anticipated date of return.

5. Should death of the fetus or newborn infant occur during a child care leave, the Administrator shall be returned to duty as soon as possible after filing a written notice of intent to return, accompanied by an appropriate medical certification of ability to do so.

Section D. Jury Duty and Subpoenaed Court Appearances Any Administrators missing workdays as a result of being called for jury duty or subpoenaed to testify in any judicial or administrative matter, except if initiated by the Association, shall be paid their full salary minus any compensation for duties thereof, excluding mileage. Leave days granted for this purpose shall not be limited, and any affected Administrator shall authorize appropriate payroll deductions at the time the leave is requested.

Section E. Professional Leave

1. A leave of absence without pay or benefits may be granted for up to one (1) year to any Administrator who has been employed by the Oxford School District as an Administrator for five (5) years, for the purpose of

approved study, travel, research or other teaching or employment involving probable advantage to the School District.

2. An Administrator shall be granted leave with pay and benefits for visitation to other schools or attending meetings or conferences of an educational nature, upon approval of the Superintendent or his/her designee.

Section F. Sick Leave Each Administrator shall be granted twelve (12) sick leave days per year which may accumulate to a total equal to the length of his/her normal work year. For certificated Administrators this shall be the teacher work year plus the number of days specified in Appendix A, Section 1, B2; for non-certificated Administrators it shall be the number of days specified in Appendix A, Section 2, A and B2. The Superintendent may, at his/her discretion, provide up to a maximum of ten (10) additional sick leave days to any newly appointed Administrator during the first six (6) months of the Administrator's employment with the District.

Section G. Bereavement Leave Each Administrator shall be granted up to three (3) days bereavement leave for death in the immediate family. Additional days may be granted by the Superintendent on the same basis as personal leave days.

Section H. Return From Leave An Administrator returning from an approved leave of absence will be restored to his/her former position or a substantially equal position.

APPENDIX A

SALARY SCHEDULE

Section 1 The salaries of certificated Administrators will be based upon the maximum MA/MS teacher salary as established in the Master Agreement between the teacher bargaining unit and the Board (\$45,930 during the 1992-93 contract year, \$47,193 during the 1993-94 contract year and \$48,609 during the 1994-95 contract year).

A. A base salary covering the teacher school year (currently 185 days) will be calculated by multiplying the maximum MA/MS teachers salary times a number equal to 100, plus the total points accumulated for the four (4) factors described below.

1. For the degree of responsibility associated with various administrative positions, points will be assigned as follows:

Senior High School Principal	9 points
Middle School Principal	7 points
Elementary School Principal and Assistant Senior High School Principal	5 points
Assistant Middle School Principal	4 points
Directors *	4 points

(* This section applies to the Director of Athletics, the Director of Community Education, the Director of Special Education, the Director of Student Activities/Vocational Education and the Director of School Improvement.)

2. For the total years of administrative experience accumulated by each Administrator, points will be assigned as follows:

Probationary Administrator	0 points
Non-Probationary - 1st Year	1 point
Non-Probationary - 2nd or 3rd Year	2 points
Non-Probationary - 4th or 5th Year	3 points
Non-Probationary - 6th thru 9th Year	4 points
Non-Probationary - 10th Year or More	5 points

Certificated Administrators who bring prior administrative experience from other districts shall receive credit for that experience for salary (but not longevity) purposes upon achieving non-probationary status in Oxford. One additional experience point will be added for any certificated Administrator with seventeen (17) years or more employment experience in the Oxford School District.

Current non-certificated Administrators will accumulate experience points for administrative experience in Oxford only. The Superintendent, at his discretion, may also grant experience point credit to non-certificated Administrators hired after November 12, 1991, for administrative experience in other districts. Such experience would apply for salary, but not for longevity purposes.

3. For the amount of education successfully completed by each Administrator, points will be assigned as follows:

Masters Degree plus 15 Semester Hours	2 points
Masters Degree plus 30 Semester Hours	3 points
Ed Spec Degree or Masters Degree plus 45 Semester Hours	4 points
Ph D or Ed D Degree or Masters Degree plus 60 Semester Hours	5 points

4. For the quality of the designated annual evaluation made of each Administrator, points will be assigned as follows:

Rating of 3.75 to 4.00	5 points
Rating of 3.50 to 3.74	4 points
Rating of 3.00 to 3.49	3 points
Rating of 2.50 to 2.99	2 points
Rating of 2.00 to 2.49	1 point
Rating of 1.50 to 1.99	0 points
Rating of 0 to 1.49	-2 points

a. An evaluation rating of 0 to 1.49 will be reserved for those Administrators whose performance is deemed unsatisfactory under Article IV, Section D of this Agreement. The assignment of -2 points for such a rating will result in implementation of those procedures described in Article VIII, Section C of this Agreement.

b. Newly employed Administrators will be assigned two (2) evaluation points for the purpose of salary calculation during their initial probationary year. Thereafter, evaluation points actually earned will be used for the purpose of salary calculation for the subsequent work year. For Administrators hired at mid-year, the evaluation points would become effective at the mid-point of the following work year; for others at the beginning of the following work year.

5. Each Administrator may earn one (1) additional point applicable to the calculation of base salary for the satisfactory completion of prescribed goals. The Superintendent or designee will determine if the goals have been completed satisfactorily, and if the point will be given in addition to those described in Appendix A, Section A. The process for goal setting, evaluation and point assignment pertaining to this provision shall be:

- a. Three (3) written goals for the next school year will be set for each Administrator before June 30.
 - (i) The Administrator will determine the first goal.
 - (ii) The Superintendent or designee will determine the second goal.
 - (iii) The third goal will be mutually agreed upon by the Administrator and the Superintendent or designee.
 - (iv) By August 15 a written copy of the goals will be submitted to the Superintendent or designee along with a brief outline of the plan to achieve the goals.
- b. At least two periodic updates on progress toward goal completion will be presented to the Superintendent or designee before March 1.
- c. Prior to June 15 the Superintendent or designee will meet with the Administrator, discuss goal achievement, and determine if the goals have been completed in a satisfactory manner.
- d. The evaluation point will become effective for salary purposes for the next school year after the evaluation is completed.
- e. Unusual or emergency constraints in blocking goal completion will be taken into consideration by the Superintendent or designee in assignment of the

additional evaluation point, and if determined to be beyond the control of the Administrator, the additional point will be granted.

- f. An Administrator may choose not to participate in this process.

B. An additional salary amount covering the prescribed administrative workdays beyond the teacher school year will be calculated by multiplying the base salary determined above times a number equal to 100, plus the total points accumulated for the additional workdays.

- 1. One-half (1/2) point will be assigned for each additional workday prescribed.
- 2. Additional workdays prescribed for various positions will be as follows:

Senior High School Principal	40 days
Middle School Principal	35 days
Elementary Principal	25 days
Assistant Senior High School Principal	25 days
Assistant Middle School Principal	20 days
Director of Athletics	25 days
Director of Community Education	25 days
Director of Special Education	25 days
Director of Student Activities	20 days
Director of School Improvement	20 days
Director of Vocational Education	20 days

C. If it becomes necessary for the Superintendent to require an Administrator to work additional days beyond those

regularly prescribed, the Administrator will be compensated by the addition of one-half (1/2) point for each such day worked to the calculation in Section B, above.

D. In the event an Administrator is assigned more than one (1) position for a school year (i.e. a split position), the responsibility point factor assigned pursuant to Paragraph A (1) of this provision shall be based on the assigned position which carries the highest point factor. In addition, the workdays prescribed in Paragraph B (2) of this provision for the portion of the split position with the highest number of workdays shall be increased by five (5) additional workdays.

Section 2 Non-certificated Administrators will be compensated as follows:

A. Base Salary	<u>1992-93</u>	<u>1993-94</u>	<u>1994-95</u>
Supervisor of Cafeterias	\$26,530	\$27,260	\$28,078
Supervisor of Buildings and Grounds	\$32,323	\$33,212	\$34,209
Supervisor of Transportation	\$27,305	\$28,056	\$28,898

A base salary covering a work year of 210 days will be calculated by multiplying the appropriate amount above times a number equal to 100, plus the points accumulated for experience and evaluation as described in Section 1, Part A, 2 and 4.

B. An additional salary amount covering prescribed non-certificated administrative work days beyond 210 days will be calculated by multiplying the base salary determined above times

a number equal to 100 plus the points accumulated for additional work days.

1. One-half (1/2) point will be assigned for each additional day prescribed.

2. Additional work days prescribed for various positions will be as follows:

Supervisor of Cafeterias	5 days
Supervisor of Building and Grounds	25 days
Supervisor of Transportation	20 days

C. In the event it is necessary to add to the employees' work year, they will be compensated on a full per diem basis.

APPENDIX B

FRINGE BENEFITS

The Board agrees to provide all Administrators the following fringe benefits:

Section 1. Health Care Insurance

A. The Board agrees to fully subsidize the cost of prescribed health care insurance for each Administrator according to family status. This prescribed health care insurance will be the 4.0 Plan provided by Blue Cross/Blue Shield of Michigan, plus effective March 1, 1990, Individual Case Management, Second Surgical Opinion and Pre-Determination riders. Administrators will have the option of selecting MESSA Super Care 1 insurance, if available, upon submission of written application, and the Board will subsidize the costs for Administrators selecting this option up to the amount that would have been paid to Blue Cross/Blue Shield for the prescribed coverage. Additional expenses for the MESSA coverage, if any, shall be borne by the Administrator selecting this option. The Board will require that the option of health care coverage by a secondary carrier be made by October 1, or if subsequently, within ten (10) days after ratification of this Agreement by both parties.

B. Those Administrators not electing health care insurance during a school year may apply \$25.00 per month toward other insurance options available through MESSA and other carriers approved by the Board.

C. At the option of the Administrator, group health care insurance coverage and other insurance coverages at group rates may be extended up to thirty six (36) months beyond the date the Board ceases to be liable for the premium payments, subject to approval of the insurance carrier, and consistent with federal COBRA regulations. To be eligible for this extended coverage, the Administrator shall make payments to the Board and/or insurance carrier in an amount and manner consistent with the provisions of the COBRA law. Failure to receive timely payment may result in the Administrator being dropped from continuing group coverage unless prior arrangements have been made with appropriate Board personnel or with the insurance carrier. A similar availability of health insurance coverage at group rates shall be available to qualifying dependents of employees as provided for in COBRA guidelines.

Section 2. Dental Insurance

A. Effective January 1, 1990, the Board will provide 100% dental insurance coverage for the services outlined in Sections 1 and 2 below. Administrators who are otherwise covered by a dental insurance program will be eligible for coordinated benefits on a 50/50 co-pay basis. The coverage will include missing tooth, five year denture, and pre-existing orthodontic waivers, as described in the policy. The total benefits payable for all services covered by the policy will be subject to a \$1000 annual maximum for each covered individual.

1. Basic dental services as described in the policy, including visits and examinations, x-ray and pathology, oral surgery, anesthesia, periodontics, endodontics, basic restorative dentistry and space maintainers.

2. Major dental services as described in the policy, including major restorative dentistry and prosthodontics.

B. Orthodontic expense insurance will be provided on an 80/20 co-pay basis, but with a lifetime maximum benefit of \$1500.

Section 3. Vision Insurance The Board will provide group vision insurance equivalent to that provided by MESSA's VSP3 plan.

Section 4. Life Insurance The Board will provide each Administrator with term life insurance, including accidental death and dismemberment provisions, subject to the terms of the policy. The amount of insurance so provided will be equal to 160% of the Administrator's salary during the term of this Agreement to the next highest \$1000 amount.

Section 5. Liability Insurance The Board will provide liability insurance coverage for Administrators in the amount of \$2,000,000.

Section 6. Long Term Disability Insurance The Board will provide Administrators with group long term disability insurance, to take effect after the 60th calendar day of disability, regardless of accumulated sick leave. The insurance shall guarantee each Administrator two-thirds ($66 \frac{2}{3}\%$) of his salary

up to a maximum monthly benefit of \$4000 subject to the terms of the policy.

Section 7. Terminal Pay and Retirement Pay

A. Upon retirement in accordance with the requirements of the Michigan Public Schools Employees Retirement System, Administrators who have had up to ten (10) years of continuous service with the Oxford Area Community Schools up to the time of their resignation, shall receive retirement pay from the District for up to one-third (1/3) of their unused sick leave days. Such payments will be based on the Administrator's per diem at the time of his/her resignation (i.e. his/her total salary divided by the number of work days on which that salary was calculated), and shall be limited to a maximum of twenty-two thousand five hundred dollars (\$22,500).

Upon resignation from their employment with the Oxford Area Community Schools for purposes other than retirement, Administrators who have had five (5) years of continuous service with the District up to the time of their resignation, shall receive terminal pay for up to one-third (1/3) of their unused sick leave days. Such payments will be based on the Administrators per diem as defined above, and shall be limited to a maximum of eleven thousand two hundred and fifty dollars (\$11,250).

Section 8. Travel Allowance Administrators required to drive personal automobiles in the course of their duties will receive an allowance at the IRS rate per mile.

Section 9. Tuition and Fees The Board will reimburse Administrators for tuition and fees paid for job related courses, not including required continuing education units. Reimbursement will be contingent upon the successful completion of such courses and will be limited to a maximum of \$1000 per Administrator for each school year covered by this contract.

Section 10. Physical Examinations The Board will reimburse Administrators for the cost of physical examinations on a biennial basis. Reimbursement will be limited to a maximum of \$150 per Administrator every second year during the term of this Agreement.

Section 11. Professional Dues The Board will reimburse Administrators for membership dues in a total of two (2) national, state and/or county level professional organizations directly related to the Administrator's assignment as approved by the Superintendent. Administrators in "split" positions shall be eligible for reimbursement for membership dues in a total of three (3) such organizations.

APPENDIX C

SABBATICAL AGREEMENT

In consideration of the Oxford School District, by its Board of Education, having heretofore adopted a Sabbatical Leave Policy as part of its contract of employment of said School's professional personnel, and as a condition to the granting of said Sabbatical Leave to the undersigned, whose application therefor has been tentatively approved, the undersigned does hereby promise and agree to remain in the service of said Oxford School District as a full-time professional employee for a period of three (3) years subsequent to the expiration of the year in which the undersigned was accorded Sabbatical Leave.

Dated this _____ day of _____, 19____.

Witness

Signature-Administrator
Granted Sabbatical Leave

Witness

Superintendent of Schools

DEMAND PROMISSORY NOTE

\$ _____

Oxford, Michigan

Dated: _____

Upon demand the undersigned promises to pay to the order of OXFORD SCHOOL DISTRICT, a Michigan Municipal Corporation, the principal sum of _____ (\$ _____) Dollars; with interest at no percent per annum, but at the rate of seven (7%) percent per annum from and after the date said demand is duly made.

Principal and interest due hereon shall be payable at the Oxford School District Office at 105 Pontiac Street, Oxford, Michigan 48051, or such other address as may be designated.

The Demand Promissory Note is pursuant to Article X of the Agreement between the Oxford School District and the Oxford Administrators Association, dated _____.

IN WITNESS WHEREOF:

OXFORD ADMINISTRATORS ASSOCIATION MAKER:

By: _____

Administrator

By: _____

ACCEPTED:

OXFORD AREA COMMUNITY
SCHOOL DISTRICT NO. 7
BOARD OF EDUCATION

By: _____

Its: _____

SIGNATORY CLAUSE

This Agreement shall be in effect beginning July 1, 1992, and shall continue in full force and effect until July 31, 1995. The three Appendices and the three Letters of Understanding included herein shall be incorporated as part of the Agreement.

Oxford Area Community Schools
Board of Education

By: William Parkhill
William Parkhill
Its President

By: Dianne Offer
Dianne Offer
Its Secretary

By: Maria Ginopolis
Maria Ginopolis
Its Superintendent

Oxford Administrators Association

By: John Cox
John Cox
Its President

By: Karen Eckert
Karen Eckert
Its Secretary

LETTER OF UNDERSTANDING

During each of the school years covered by this agreement, fifteen (15) additional days will be provided to members of the OAA to perform "Camp Oakland" responsibilities. For salary compensation purposes, 7.5 days will be assigned to the high school Administration and 7.5 days will be assigned to the Director of Special Education.

LETTER OF UNDERSTANDING

The Oxford Administrators Association and the Board of Education of the Oxford Area Community Schools hereby agree to supplement the existing Master Contract between them with the following interim agreements:

Upon the resignation of Paul Gerhardt as Middle School Principal on or about January 20, 1993, a temporary position of Acting Middle School Principal will be established, and shall remain in effect through June 30, 1993. Deborah Stout shall be assigned to this new position for its limited existence, during which time she shall be compensated and otherwise be accorded the contractual rights and privileges normally provided the Middle School Principal. She will remain in the OAA unit with full seniority and other rights during her tenure in this position, and subsequently will be entitled to a certified administrative position within that unit according to the provisions of the existing Master Contract.

During the same time period outlined above, a temporary position of Acting Middle School Principal will also be established and filled. This position will exist and function only while the position of Acting Middle School Principal does, and on July 1, 1993 its duties and responsibilities will revert to the regular position of Assistant Middle School Principal as outlined in the existing Master Agreement.

It is further understood that the agreement to establish the above acting positions is not precedent setting, and that the Board of Education will meet and confer, and attempt to reach consensus with the OAA before combining or otherwise realigning administrative positions during the duration of the existing Master Contract.

LETTER OF UNDERSTANDING

In light of certain complications which have occurred in the recent past with respect to salary calculations for Administrators employed at mid-year, and retirement pay calculations for Administrators retiring at mid-year, the parties have agreed to alter the regular administrative work year from July 1 - June 30 to August 1 - July 31. This alteration is reflected in the contract to which this letter is appended.

To accomplish this alteration, the parties acknowledge and agree to the following transition plan:

1. The actual transition will occur in the month of July, 1993, during which regular payrolls are scheduled on July 8 and July 23.
2. The Board agrees to provide all Administrators with one extra payroll on July 9 in amounts equal to the regular biweekly pay they had been receiving during the 1992-93 school year - i.e. prior to any adjustment resulting from the teacher contract settlement.
3. The retroactive pay due the Administrators approximates only about fifty two percent (52%) of the biweekly pay they are entitled to as a result of the above mentioned settlement. They have agreed, however, both to defer receipt of this amount to July 23, and to accept it in lieu of the biweekly amount which would otherwise be due on that date.

The initial payroll of the new administrative work year following the above transition would thus occur on August 6, 1993, at which time recalculated salaries for the 1993-94 school year would become effective.

LETTER OF UNDERSTANDING

Four (4) current members of the Oxford Administrators Association hold return rights to the Oxford Education Association as a consequence of a grandparenting provision in the master agreement between the latter organization and the school district. If these members had exercised their return rights, or should they choose to do so in the future, they might become eligible to participate in the early retirement incentive program presently available to eligible OEA members. They would also benefit from the second longevity step recently negotiated with the OEA, and from the changes negotiated in the existing longevity step. Since these four members have not yet availed themselves of this opportunity, and since it is in the interest of the school district that they not do so, the district hereby agrees to the following during the life of the contract to which this letter is appended:

1. The district will purchase and cover the full cost of a five (5) year annuity in the amount of \$10,000 for all current OAA members who possess return rights to the OEA and who would be eligible for payment on the second OEA longevity step, but who terminate their employment with the district without exercising this return right.

2. The district will purchase and cover one-half (1/2) the cost of a five (5) year annuity in the amount of \$10,000 for all current OAA members who possess return rights to the OEA and who would be eligible for payment on the first OEA longevity step, but who terminate their employment with the district without exercising this return right.

It is understood not only that this agreement shall not extend beyond the life of the current contract, but that it shall not be precedent setting with respect to provisions of future contracts.

