



AGREEMENT  
BETWEEN  
OKEMOS BOARD  
OF EDUCATION  
AND  
ASSOCIATION OF  
OKEMOS  
ADMINISTRATORS

July 1, 2012 - June 30, 2013

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## **ARTICLE I – RECOGNITION**

### **Section 1**

The Board hereby recognizes the Association of Okemos Administrators (AOA) as exclusive bargaining representative pursuant to Act 370 of Public Acts of 1965 as amended for all elementary principals, middle school principals, senior high school principal, all assistant principals, the director of community education, the director of special education, and the athletic director. Excluded from recognition specifically are the superintendent, deputy superintendent, assistant superintendent, and all other school personnel.

The Board or Representative of the Board will not approve or agree to any request from individual members of AOA for deviation from this agreement, unless the Association and representative of the Board enter into a mutually developed written agreement.

### **Section 2**

The term "Administrator" when used herein, shall refer to all members of the bargaining unit represented by the Association. If the Board of Education shall create a new administrative position, the Association shall have the right to meet and confer with the Board regarding the inclusion of the position within the bargaining unit. If the parties so agree, the position will be added by written agreement. If the parties do not agree, the dispute may be settled in accordance with the law.

## **ARTICLE II - PURPOSE**

The general purpose of this agreement is to promote orderly and harmonious relations between the Board and Administrators and to document the benefits available to Administrators in the Okemos Public Schools.

Both parties recognize that the basic purpose of the Okemos Public Schools is for the education of its youth and that all employees are obligated to help provide the best educational system possible. The Board and AOA cooperatively encourage friendly relations between the respective representatives at all levels, among all employees and all citizens.

## **ARTICLE III - RIGHTS OF THE BOARD**

### **Section 1**

The Board has responsibility and authority for the direction and management, on behalf of the public and the State of Michigan, of all the operations and activities of the school district in accordance with the Constitution, statutes, Administrative Rules, Attorney General opinions and court decisions of the State of Michigan and the United States.

### **Section 2**

The provisions of the Agreement shall be and hereby are in conformity with the above laws, rules and interpretations.

### **Section 3**

By its own decision, the Board agrees to the terms of this contract, but in entering into this contract the Board does not and cannot divest itself of its policy making power to make the final decision in any situation which falls beyond the terms of this Agreement.

#### **Section 4**

In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices and furtherance therewith shall be limited only by the specific and express terms of agreement.

#### **Section 5**

An emergency manager appointed by law may reject, modify or terminate this agreement as provided by law.

### **ARTICLE IV - ASSOCIATION RIGHTS**

#### **Section 1**

Duly authorized representatives of the Association shall be permitted to transact official Association business on school property provided that such business does not interfere with the instructional program of the school nor the duties of the Administrators.

#### **Section 2**

It is understood that the Association shall have rights to financial information of the district pursuant to the Public Employment Relations Act and/or the Freedom of Information Act.

### **ARTICLE V - ADMINISTRATOR'S RIGHTS**

#### **Section 1**

Each Administrator shall have the right to review the contents of his/her personnel file. The Administrator shall have the right to choose an individual to accompany him/her for such review. No more than one (1) official file shall be kept on each Administrator, and the contents herein shall remain in the building housing the Superintendent.

No materials concerning a complaint about an Administrator may be placed in the personnel file by anyone other than the Superintendent without first notifying the Administrator of his/her opportunity to file a response thereto and when filed not later than ten (10) working days after notification, the response shall become part of the file. In the event that a proper request for a copy of information contained in the file is made by a person not employed by the Okemos Public School system, the Administrator shall be notified before copies are released.

#### **Section 2**

Administrators shall be entitled to Association representation upon request at all interviews or conferences when disciplinary action concerning that Administrator will be discussed or where discipline will be imposed.

#### **Section 3**

Building principals shall supervise the operation and management of school buildings and property as the Board shall determine. Administrators shall be assigned Administrative responsibilities and coordinate instructional leadership under the supervision of the Superintendent and Deputy Superintendent for the planning, management, operation and evaluation of the educational program and services provided in their building. Further, the Administrator shall submit recommendations to the Superintendent or designee for the appointment, assignment, promotion, or dismissal of personnel assigned to the Administrator's supervision. As a part of appointment or assignment of staff to a

building, the building Administrator shall have the opportunity to interview the staff to be assigned to their building prior to the assignment except where the assignment is mandated by other contractual relationships.

#### **Section 4**

It is recognized that the administration of the school district must be a unified endeavor directed towards the efficient operation of the delivery of education to the youth of the community. As such, the mutual support of the administration and the Board are pledged in order to carry out the policies of the District.

### **ARTICLE VI - HOURS AND DAYS OF WORK**

#### **Section 1**

It is recognized that Administrators have the same professional hours as other Okemos professional personnel. By professional hours, we mean that Administrators must be on the job whenever it is necessary for them to fulfill their role as the leader/supervisor of the educational program and activities within their building. The goal of professional hours is to make sure the quality educational supervision takes place. This can be done only if there is the dedication of the professional Administrator. It is expected of professional Administrators that they will be in their buildings during heavy and crucial school related activity hours, including before and after school and evening hours, it being understood that principal representation at evening meetings and/or functions is mandatory. Since the crucial and heavy activity hours vary according to building and level, Administrators will work with the Superintendent in identifying those hours. Also, with the permission of the Superintendent, the principal may appoint an assistant or designee to cover some of the crucial and heavy activity hours. The use of a designee or assistant will be on file in the Superintendent's office in case of emergencies.

#### **Section 2**

The Superintendent or his/her designee will establish the schedule of days worked with each Administrator according to the days worked category negotiated by the Association and found in the salary schedule. Unpaid days of absence will not be accumulated from year to year. Any deviation from the established schedule will require prior written approval of the Superintendent or designee.

#### **Section 3**

Due to the complex nature of the administrative position, certain situations may arise during the work year that require an Administrator to work one or more days in addition to the regular contract to aid the District and/or to fulfill the role of the job. Advance approval from the superintendent is required and if approved, a compensatory day will be granted for each additional day worked. On the other hand, it may be necessary to extend the number of days, at the beginning or ending, of the contract year. Advance approval from the Superintendent is required and, if approved, the daily rate for the individual will be paid for each additional day worked.

### **ARTICLE VII - VACANCY**

#### **Section 1**

Vacant bargaining unit positions shall be posted within the school district for a period of no less than ten calendar days.

## **Section 2**

The posting shall contain the responsibilities and duties of the vacant position and set forth required qualifications.

## **Section 3**

All internal candidates who apply for a vacant position shall be interviewed.

## **Section 4**

The Board shall be free to interview and accept applications from non-bargaining unit members for vacant bargaining unit positions.

## **Section 5**

The Superintendent shall be free to recommend and the Board of Education shall be free to employ any applicant for administrative vacancies which they shall, in their sole discretion, determine to be in the best interest of the school district. Should the Superintendent decide to offer an administrative position above Step One of the salary schedule, every effort will be made to contact AOA leadership to discuss and review rationale.

## **Section 6**

When school is not in session and Administrators are not required to report, the posting of vacancies will be accomplished by mailing a copy of the posting of each Administrator who has left a written request along with his address with the Superintendent of Schools for this purpose. It is understood that the vacant position shall not be permanently filled until after ten calendar days from the date of mailing the notice.

## **ARTICLE VIII - ASSIGNMENTS AND TRANSFERS**

The Superintendent shall be responsible for the effective utilization of all Administrators with the educational needs of the school district given major priority. In fulfilling this requirement, the Superintendent, upon consultation with the affected Administrator and the President of the Association or his/her designee, shall recommend to the Board such assignments and transfers as deemed necessary and in the best interest of the Okemos Public Schools.

Any Administrator who is reassigned shall receive the salary and employment benefits for the new position provided in this Agreement.

## **ARTICLE IX - EVALUATION**

### **Section 1**

The administrative evaluation process provides an opportunity for continuing dialogue concerning Administrator progress. The process may include the establishment of future objectives. If there is a change in the process, the Superintendent will meet with the Administrators.

### **Section 2**

Each Administrator shall be evaluated in writing once each year by the immediate supervisor. A copy of the final evaluation signed by the Administrator and immediate supervisor shall be filed in the Administrators' personnel file.

### **Section 3**

Each Administrator shall be given the opportunity to discuss the job performance objectively and constructively with the supervisor. A written response may be attached to the signed evaluation report by the Administrator.

The Supervisor shall give written acknowledgment of receipt of a response and if he/she chooses to respond to the Administrators' response in writing, a copy shall be given to the Administrator at the time of filing a copy in the personnel file.

## **ARTICLE X - COMPLAINTS**

### **Section 1**

It is understood that during the course of employment as an Administrator, inevitable decisions will be made that may adversely affect certain individuals, thereby causing that person to seek redress elsewhere. It is also recognized that complaints concerning problems or indeed solutions to problems can best be handled first by the affected parties, unless very unusual circumstances dictate other procedures. Accordingly, in most cases, a complaint about a Principal or his/her administration of the building, program or personnel under his/her jurisdiction, will be referred to the Principal for disposition initially. If the Superintendent or Deputy Superintendent receive complaints on appeal from the building level, the Superintendent or Deputy Superintendent, upon determining the validity of the complaint, will inform the Principal involved of any recommended disposition of the complaint. The Principal shall have an opportunity to provide background information prior to any action on the complaint which changes the Administrator's initial decision.

### **Section 2**

Likewise, it is acknowledged by the Association and its members that the proper channels of communication to the Board of Education will be observed so that the flow of information and resolution of problems can best serve the needs of the District. It is understood that administrative problems are best handled by the administration in accordance with Board policy. Resolution of the day-to-day decisions in running the district must first be resolved at the administrative level. Guidance from the Board on administrative decisions is sought through the Superintendent's office and not directly.

## **ARTICLE XI - GRIEVANCE PROCEDURE**

### **Section 1**

- A. A "grievance" is an alleged violation of the express terms of this agreement by an Administrator.
- B. The term "day" as used herein shall mean Monday through Friday except when a holiday shall fall on one of those days.
- C. When submitting a written grievance the grievant will provide the following information on the grievance:
  1. It shall be signed by the grievant.
  2. It shall contain the date of the alleged violation.
  3. It shall be specific.
  4. It shall contain a summary of the facts giving rise to the alleged violation.

5. It shall cite section(s) or subsection(s) of this agreement which are alleged to have been violated.
6. It shall specify the relief requested.

Any grievance not in accordance with the above shall be rejected as improper and shall not extend the time limits contained herein.

- D. Any matter involving the content of evaluations shall not be grievable nor shall non-renewal or non-extension of an Administrator's contract.
- E. Any grievance considered under this procedure must be initiated within ten (10) days of its alleged occurrence.

### **Section 2 - Step 1**

An Administrator may initiate a grievance by first discussing the matter with the Superintendent or designee. The grievance must be initiated within ten (10) days of the date of the occurrence of the facts upon which the grievance is based.

If the matter cannot be resolved orally, it shall be reduced to writing and submitted to the Superintendent within five (5) days of the oral discussion. The Superintendent shall respond in writing within five (5) days of receipt of the written grievance.

### **Section 2 - Step 2**

If the response of the Superintendent is not satisfactory, the Administrator may appeal to the Board of Education within five (5) days of the date of the Superintendent's response. The appeal shall be to the Secretary of the Board of Education who shall transmit the appeal to the Board of Education at its next regularly scheduled meeting. At that meeting, the Board shall appoint a committee of the Board to hear the grievance within twenty (20) days and report its recommendations back to the Board at its next regularly scheduled meeting for final disposition by the Board of Education. The Board shall render its final decision no later than twenty (20) days from the date of the hearing before the committee. The Board's decision shall be final and binding on all parties.

### **Section 3**

The time limits stated herein shall not be extended except by written agreement.

## **ARTICLE XII - INDIVIDUAL CONTRACTS/LENGTH/EXTENSION/NON-RENEWAL**

### **Section 1**

All Administrators shall be employed under annual written contracts, the terms of which shall be subject to and consistent with the terms of this Agreement. Said contracts shall be effective on July 1st and shall terminate on June 30th. Neither individual contracts nor this collective bargaining agreement shall confer tenure to any Administrator in any administrative position.

### **Section 2**

All newly hired Administrators that are hired after the school year has begun, shall be initially employed for the remainder of that school year and the next school year.



### **Section 3**

Prior to March 31 of each year, the Board shall consider the extension or non-renewal of each Administrator's contract. Failure of the Board of Education to take affirmative action will result in a one-year extension of each Administrator's contract. If the Board denies the extension of any Administrator's contract, it shall adopt a resolution informing the Administrator of its decision not to extend the termination date of the contract.

Also prior to March 31 of each year, the Board of Education shall consider non-renewal of an Administrator's contract. Non-renewal is distinguished from non-extension in that non-renewal is in essence a termination notice to be effective as of the termination date of the individual contract in that school year. Non-extension is action or in-action of the Board ninety days in advance of the termination date.

Notification of non-renewal of a contract will be given in writing at least sixty days before contract termination. This notice shall include a written statement of reasons for such action. These reasons shall not be arbitrary or capricious.

The Board shall not issue a notice of non-renewal unless this affected person has been provided with not less than thirty days advance notice that the Board is considering non-renewal of the contract. This notice shall include a written statement of the reasons for such action. After the issuance of the written statement and before the non-renewal statement is issued, the affected person shall be given the opportunity to meet with not less than a majority of the Board to discuss the reasons stated in the written statement.

## **ARTICLE XIII - REDUCTION IN FORCE**

### **Section 1**

When the Board identifies a need to eliminate a position, it will provide the Association an opportunity to discuss the reduction with the Superintendent. The Administrator employed in the eliminated position shall be placed on lay-off status. Administrators in other positions are not subject to "bumping" procedures.

### **Section 2**

In the event of any reduction of administrative personnel, the Administrator shall be given written notice at least 90 days prior to the termination date of the Administrators' individual contract. The opportunity for re-assignment shall exist providing a vacancy exists and it does not violate state law, district policies, existing contracts or collective bargaining agreements.

### **Section 3**

The following factors shall be considered by the Superintendent in selecting the individuals to be retained: It is understood that the factors may not be weighted equally.

- A. Needs of the School District
- B. Certification requirements for the position
- C. Employee's skills and knowledge specifically related to the level and responsibilities of the position. (Example: elementary versus high school; instructional leadership; athletic director versus principal.)

- D. Employee's professional experience which includes teaching, administrative and leadership experiences inside and outside the district
- E. Applicable education and training for the job
- F. Number of years of administrative experience within the district.

#### **ARTICLE XIV - TEACHING TENURE**

Any Administrator certified as a teacher hired in Okemos before September 1983, has been granted teacher tenure and has seniority status as a teacher from the date of employment in the Okemos Public Schools.

#### **ARTICLE XV - CREATION OF ADMINISTRATIVE POSITIONS**

It is agreed that the Association will be given the opportunity to make recommendations to the Superintendent prior to the Board taking action to approve new administrative positions.

#### **ARTICLE XVI - PROTECTION OF ADMINISTRATORS**

##### **Section 1**

The Board shall recognize its responsibility to provide all reasonable support and assistance to Administrators with respect to maintenance of control and discipline in the schools.

##### **Section 2**

Administrators shall report to the Superintendent's office all cases involving serious abusive conduct or assaults suffered by them in connection with their employment.

##### **Section 3**

The Board pledges its support of its Administrators in the lawful performance of their duties. In accordance with this concept, the Board will continue to provide coverage for each Administrator under a \$3,000,000 comprehensive liability insurance policy. In the event the insurance company shall not provide legal counsel, if the Administrator is sued, the Board shall provide its legal counsel on behalf of the Administrator, if the Board shall determine the Administrator has acted within the scope of the Administrator's job responsibilities and authority, and in accordance with Board Policy.

#### **ARTICLE XVII - LEAVES**

##### **Section 1 - Personal**

The Board may grant a personal leave of absence. An Administrator may request a personal leave of absence for a one (1) year period. To be considered for this leave, an Administrator must be employed in the Okemos School District for a minimum of three (3) years and must apply in writing stating the purpose of the leave to the Superintendent or designee prior to March 15 of the preceding year. This does not guarantee any particular number of leaves.

In computing service to determine the Administrator's position on the salary guide at expiration of leave, time spent on leave shall not be counted as active service in the Okemos School District.

Administrators on personal leave of absence shall make written application for reinstatement no later than March 15 of the school year of their leave. Providing the leave does not exceed one school year, an Administrator on leave who makes application for reinstatement as aforementioned, shall be

reinstated at the beginning of the next year to the Administrator's former position, if available, and if not, to a comparable position or to a position that is mutually agreed upon for which the individual is qualified.

## **Section 2 - Hardship**

The Board may grant a leave of absence for not more than one (1) year without compensation to any Administrator who is unable to perform their regular duties for an extended period of time because of personal illness or hardship, provided a written request for such a leave of absence is submitted by the Administrator and, in the case of illness, provided written certification is received from a physician. Such leaves are renewable at the discretion of the Board.

In computing service to determine the Administrator's position on the salary guide at expiration of leave, time spent on leave shall not be counted as active service in the Okemos School District.

Whenever a leave of absence is granted for health reasons, Administrators must give acceptable professional evidence of recovered health before being permitted to return to duties in the Okemos School District.

Administrators on leave shall make written application ninety (90) days prior to the expiration date of the leave, or at a mutually agreed upon time, for reinstatement. Providing the leave does not exceed one school year, an Administrator who makes written application as aforementioned shall be reinstated at the beginning of the next term, semester or school year after expiration of their leave to the Administrator's former position, if available and if not, to a comparable position or to a position that is mutually agreed upon for which the individual is qualified.

## **Section 3 - Military Leave**

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

## **Section 4 - Parental Leave**

Administrators may be granted unpaid leave for the purpose of childbirth and/or child care of a newborn child for a period of one (1) year. This leave may be renewed on a yearly basis at the discretion of the Board.

Application for childcare 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.

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.

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 intend to return.

## **Section 5 - Jury Duty**

An Administrator called to jury duty shall be compensated the difference between jury duty pay and his/her regular salary. Absence while on jury duty will not be deducted from Administrator's accumulated leave days.

## **Section 6 - Sick Leave**

Each Administrator shall be entitled to ninety (90) workdays off with full pay in each period from July 1 to June 30 for personal or immediate family illness or injury. Immediate family shall be defined as spouse, parents, in-laws, children, brother, sister, grandparents, grandchildren, and any other person whose physical care the Administrator is principally responsible for. Additional days may be granted at the discretion of the Superintendent. Sick leave shall be non-accumulative. The district assures the Administrator will have enough sick days available to reach the activation of disability benefits.

In the event an Administrator who has previously taught in the Okemos Public Schools returns to the classroom as a teacher, he/she shall have all previously accumulated teaching sick leave restored to his/her account plus the net amount of sick leave earned while an administrative capacity based upon the formula of ten (10) sick days per year less sick days used. For those who had not previously taught in Okemos Public Schools, upon assuming a teaching position, they may transfer sick leave based upon the above formula only.

## **Section 7 - Death in the Family**

Each Administrator shall be granted up to five (5) days leave for bereavement of immediate family. Additional days may be granted at the discretion of the Superintendent. Immediate family shall be interpreted as: mother, father, husband, wife, child, stepchild, adopted child, mother-in-law, father-in-law, sister, brother, grandparents and any other persons which the Administrator is principally responsible for physical care.

## **Section 8 - Business Leave**

All administrative employees are eligible to receive two (2) business leave days per year. An Administrator desiring such a leave must obtain approval to be absent in advance from his/her supervisor. The second business day may be used for business transactions only and may not be used on a workday immediately proceeding or following a holiday, vacation period or during parent/teacher conferences.

## **Section 9 - Sabbatical Leave**

Administrators who have been employed in the Okemos Public Schools for seven (7) consecutive years may be granted a sabbatical leave upon request. Application should be made with the Superintendent in February for a leave beginning the following school year. There may be up to two (2) Administrators eligible for sabbatical leave each year. This does not guarantee any particular number of sabbatical leaves.

Requests for sabbatical leave will be considered only for a full semester or a full year and shall not exceed two (2) semesters. During said sabbatical leave, Administrators must be in the employ of the Okemos Public Schools and will be paid one-half (1/2) of their salary and full fringe benefits.

Administrators must return to service with the Okemos Public Schools immediately upon termination of the sabbatical leave and shall continue service with the Okemos Public Schools for a period of one (1) year, or subject to such conditions as may be mutually agreed upon by the individual and the Board at the time of leave approval. If Administrators do not return to the service of the Okemos Public Schools after termination of their sabbatical leave, they must refund in full all compensation received from the Okemos Public Schools while on leave unless they receive a written waiver to the contrary from the Board. An Administrator returning from sabbatical leave must submit a written statement within forty-five (45) calendar days after the conclusion of the leave to the Board of Education indicating the accomplishments achieved during the leave and showing how these accomplishments related to the betterment of the school district.

Providing the leave does not exceed one school year, an Administrator, upon return from sabbatical leave, will be restored to the former position, if available, and if not, to a comparable position or to a position that is mutually agreed upon for which the individual is qualified.

In computing service to determine the Administrator's salary at the expiration of leave, time spent on leave will be counted as active service in the Okemos School District.

### **Section 10 - Educational Leave**

Administrators who have been employed in the Okemos Public Schools for three (3) years or more may be granted an educational leave upon written request. Terms of the leave, if granted, must be mutually agreed upon by the Superintendent, Board of Education and the Administrator. The Administrator must agree to return to the Okemos Public Schools for not less than one (1) year immediately following the leave.

If Administrators do not return to the service of the Okemos Public Schools after termination of their educational leave, they must refund in full all compensation received from the Okemos Public Schools while on leave unless they receive a written waiver to the contrary from the Board.

Upon returning to full-time service at the termination of the leave, an Administrator will advance on the salary scale as if on active service, provided the conditions of the leave have been fulfilled.

An Administrator wishing to pursue advance study in the field of educational administration and related fields may request an education leave of absence.

## **ARTICLE XVIII - ASSOCIATION MEMBERSHIP**

Each Administrator is encouraged to join state, local, national and international professional associations directly related to that Administrator's primary professional duties. The cost to be paid by the Board shall not exceed \$500 annually per Administrator.

The Superintendent may approve membership in an additional organization because of the uniqueness of the particular administrative assignment.

## **ARTICLE XIX – CONFERENCE**

The Board encourages the continuing professional growth of the Administrators and shall fully reimburse expenditures for reasonable local and state conference expenses. Registration, travel, food and lodging are reimbursable. Specific approval by the Deputy Superintendent for attendance must be obtained. Attendance approval shall be based on the educational nature of the conference in relationship to the development of new programs, curricula, and administrative skills.

If funds are available through the budget process, funds will be allocated for national conference attendance. The Deputy Superintendent and Administrators shall meet to determine the distribution of funds.

## **ARTICLE XX - RETIREMENT BENEFITS**

### **Section 1**

The Board agrees to pay one hundred dollars (\$100.00) per year of service to the Okemos School District to an Administrator upon retirement\* provided said Administrator has been employed by the school district for ten (10) years to twenty (20) years. Administrators employed by the Okemos School District for twenty-one (21) years or more shall be paid one hundred fifty dollars (\$150.00) per year of

service to Okemos School District.

\* Retirement shall be interpreted to mean leaving the service of the Okemos School District and becoming an annuitant of either the Michigan Public School Employee Retirement Fund, Social Security, or both.

**Section 2**

Upon retirement from Okemos Public Schools, the Board agrees to pay each Administrator with at least ten (10) years of administrative service to the District one half (1/2) of the Administrator’s daily rate for unused sick leave up to maximum of seventy (70) days.

The following formula will be used for calculating “daily rate”: salary + longevity divided by the number of “days worked” (as stated on administrative salary schedule).

**Section 3**

The Board agrees to implement a 457 deferred compensation plan.

**ARTICLE XXI - SMOKE FREE ENVIRONMENT**

The AOA will conform to the maintenance of a smoke free environment in all buildings and on all grounds.

**ARTICLE XXII - CURRICULUM FUNCTIONS**

**Section 1**

The Board of Education recognizes the importance of building level Administrator involvement and leadership in curriculum study and decision-making. Each Administrator is expected to assume major responsibility for curriculum and study revisions or additional supervisory assignments as assigned and approved by the superintendent or designee in consultation with the principal involved. Should two or more Administrators share this responsibility, the stipend will be divided equally. All potential chair positions of district committees requiring an administrative leader will be communicated to all bargaining unit members. Beginning with the 2004-05 school year, any new positions requiring an AOA member to chair a district committee responsible for curriculum and/or revision will be posted.

An Administrator assigned to chair a district committee responsible for curriculum study and/or revision will receive a stipend of:

2012-2013	\$2,193
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It is expected that the assistant principal or his/her successor (see Article I, Section 1) will assume the duties of the Athletic Director for each middle school as a part of their "additional supervisory assignment".

**Section 2**

The Association of Okemos Administrators shall have the right to review recommendations of study committees or other appropriate Okemos School District decision-making groups, prior to presentation to the Okemos Board of Education. Upon the review of the recommendations, the AOA shall have the right to supply written recommendations to the Superintendent of Schools concerning the recommendations of the Study Committee or other appropriate school district decision-making groups. Any written recommendations by the AOA will be included and made a part of any informal package

given to the Board of Education regarding the committee's recommendations.

## **ARTICLE XXIII -HEALTH BENEFITS**

### **Section 1 - Long Term Disability**

All Administrators will receive Long Term Disability Insurance. If an Administrator becomes disabled and cannot perform their duties, the Administrator will receive 66-2/3 percentage coverage after ninety (90) days with a modified fill, \$5,000 maximum until he/she is able to return to work. The duration of this benefit shall be determined by the policy. This benefit shall be provided at no cost to the Administrator.

### **Section 2 - Hospitalization Insurance**

Medical-hospitalization insurance coverage for each administrator and his/her dependents will be provided by the Board. The responsibility for selecting the carrier will rest with the Board. Effective with the 2011-12 school year, the Board will pay 80% and the employee will pay 20% of the health premium.

For the 2011-12 year, the Board will provide a PHP-PPO healthcare plan. (Board paid \$1000/\$2000 deductible; \$10 office; \$10/\$20 prescription).

### **Section 3 - Cash Benefit Option**

In lieu of aforementioned hospitalization insurance, Administrators may substitute a \$250 monthly cash benefit pursuant to paragraph 4 below.

### **Section 4 - Dental Insurance**

The cost of dental insurance coverage for each Administrator (and dependents) will be paid by the Board. The responsibility for selecting the carrier will rest with the Board. An additional \$1,500 for children's orthodontics, for bargaining unit members receiving cash in lieu of health, will be provided.

### **Section 5 - Life Insurance**

Each Administrator will receive term life insurance equal to twice the Administrator's salary. The responsibility for selecting the carrier will rest with the Board.

### **Section 6 - Vision Care**

The cost of vision insurance coverage for each Administrator (and dependents) will be paid by the Board. The responsibility for selecting the carrier will rest with the Board.

### **Section 7 - Termination of Insurance**

All insurance benefits shall end thirty (30) days after the effective date of termination of employment with Okemos Schools.

Upon retirement/resignation at the end of a school year, employees healthcare benefits will cease on June 30.

**Section 8**

An Administrator shall not be eligible for insurance benefits until the individual is enrolled by the insurance company. The terms of the insurance policies and insurance contracts shall be controlling in determining the insurance benefits to which Administrators are entitled pursuant to the Article. The District's obligations will be fully satisfied by the payment of insurance premiums. The district shall have no liability in the event of a dispute regarding the coverage to which an Administrator or his/her family members are entitled under an insurance policy.

**ARTICLE XXIV – LONGEVITY**

Administrators shall receive a longevity payment for years of administrative service in the Okemos Public Schools in addition to the salary schedule.

Longevity	2012-13
Beginning with the 8th year of service	\$1,733
Beginning with the 10th year of service	\$3,464

Longevity for Administrators shall be equal to the longevity specified in the OEA agreement.

**ARTICLE XXV - PROFESSIONAL DEVELOPMENT**

**Section 1 - Educational Stipend**

Each Administrator that has earned a doctorate shall receive a stipend of \$1,400.

**Section 2 - Tuition**

Full reimbursement of tuition for one course per year will be granted only when the course has a direct professional relationship to the Administrator's job, is satisfactorily completed and is approved by the Superintendent.

**Section 3 - Mentorship**

Whenever a new building principal is hired, one of the present principals may be assigned as a mentor to the new principal for one academic year.

The person to be assigned to act as a mentor for a particular individual would be mutually agreed upon by the Superintendent and the parties involved.

The mentor shall receive a \$500 stipend for mentoring an experienced principal and shall receive \$1,000 for mentoring a first year new principal.

The purpose of a mentorship is to help administrative colleagues who are new to the position to be successful in their work. Among the mentor's goals would be to orient the "mentee" to the district, to act as a support person for the "mentee", to answer questions, and to give suggestions as needed.

Upon agreement of the parties the responsibilities of the mentor may include:

1. Making regular contacts with the "mentee".
2. Attending staff meetings at the "mentee's school".
3. Attending parent meetings at the "mentee's school".
4. Visiting the "mentee's" school while in operation.

It is understood that the mentor would not be part of any evaluation done by the "mentee's" supervisor.



**ARTICLE XXVI – RESPONSIBILITY STIPEND**

In recognition of the extra responsibilities required of each administrator throughout the school year, the Board of Education and AOA agree that the following responsibility stipends will be paid:

Administrator	2012-13
Assistant Principals Principals	\$2,568
Director of Community Education High School Athletic Director	\$3,218
Director of Special Education	\$4,453

It is further understood that these positions will no longer receive a cell phone stipend or mileage stipend effective with the 2004-05 school year.

For Administrators whose responsibilities involve meetings outside of the county, upon presentation of vouchers, mileage will be reimbursed at the current IRS rate. It is the responsibility of each Administrator to maintain personal expense ledgers for IRS proof that expenditures exceed allowances.

The district will pay for the replacement of the administrator’s cell phone if it becomes outdated or is no longer functioning under normal use. The phone will be replaced no more than once every two years. The cost of the phone must be pre-approved by the Deputy Superintendent.

**ARTICLE XXVII - SALARY STRUCTURE**

**Section 1**

The salary program for Okemos Administrators is based on a plan whereby:

- A. All administrative positions are ranked in terms of relative responsibilities.
- B. Elementary responsibility factor is based on the K-4 enrollment, including any special education programs in the building, as follows: 200+ students = 1.12; 300+ students = 1.13; 400+ students = 1.14. The State’s official fall count date will be used to determine the factor.
- C. Salaries are externally competitive with districts having comparable per pupil expenditures and community education expectations.

**Section 2**

The maximum salary for administrative group shall reflect:

- A. A base Administrator salary for 185 days
- B. A per day adjustment for additional days worked
- C. The years of experience in Okemos School District
- D. An earned doctorate

**ARTICLE XXVIII - VALIDITY OF AGREEMENT**

**Section 1**

The parties mutually agree that the terms and conditions set forth in this agreement represent the full and complete understanding and commitment between the parties hereto which may be altered,

changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in an amendment hereto.

## **Section 2**

Should any article, section or clause of this Agreement be declared invalid by the court or competent jurisdiction, said article, section or clause as the case may be shall be automatically deleted from this Agreement but the remaining articles, section and/or clauses shall remain in full force and effect for the duration of the Agreement.

## **Section 3**

This Agreement shall supersede any rules or regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary inconsistent terms contained in any individual bargaining unit member contracts heretofore in effect. All future individual bargaining unit member contracts shall be made expressly subject to the terms of this Agreement.

## **ARTICLE XXIX -SCHOOL CALENDAR**

### **Section 1**

The Administrator's work schedule shall be adjusted as necessary to conform with student instruction days and changes in the school calendar.

## **ARTICLE XXX - DURATION OF AGREEMENT**

### **Section 1**

This Agreement shall be in effect as of July 1, 2012. The language shall remain in full force and effect until midnight June 30, 2013.

### **Section 2**

At least ninety (90) days prior to the termination of this Agreement, either party may give the other party notice, by registered mail, of its desires to terminate, modify or amend this Agreement. Upon receipt of this notice, the parties will promptly make arrangements to commence negotiating a successor agreement.

**LETTER OF AGREEMENT**  
**between the**  
**Okemos Board of Education**  
**and the**  
**Association of Okemos Administrators**

Retirement Benefits: Unused Sick Days

It is agreed that with the implementation of the 1998-2001 agreement, the amount of administrative service to the district required to receive pay for unused sick days upon retirement will change from "0-10 years" to "at least ten (10) years" of administrative service (Article XX, Section 2). However, should an individual currently serving as an Administrator decide to retire\* from Okemos Public Schools within the term of this agreement with 1-9 years of administrative service to the district, he/she will be eligible for \$75 per unused sick leave day. The aforementioned administrators would include: Barbara Hoevel, Marge Clay, Ross Vandercook, Kathy Branch, Russ Verrell, Bob Greenhoe, Bob Bullock and Keith Froelich. All other administrators, including those hired after March 3, 1998, will be bound by the retirement language set forth in the 1998-2001 agreement.

This letter of agreement will expire with the master agreement.

\* Retirement shall be interpreted to mean leaving the service of the Okemos School District and becoming an annuitant of either the Michigan Public School Employee Retirement Fund, Social Security, or both.

Entered into this 3<sup>rd</sup> day of March 1998.

OKEMOS PUBLIC SCHOOLS

By: \_\_\_\_\_  
For the Board

By: \_\_\_\_\_  
For the Association

APPENDIX A

**Administrative Salary Schedule - 2012-13**

	Days	1	1.5	2	2.5	3	3.5	4	4.5	5
H.S. Principal	217	\$101,001	\$102,031	\$103,062	\$104,113	\$105,165	\$106,238	\$107,312	\$108,514	\$109,717
M.S. Principal	207	\$93,979	\$94,938	\$95,897	\$96,876	\$97,854	\$98,853	\$99,851	\$100,978	\$102,104
Elementary Principal										
A (400+)	202	\$90,160	\$91,080	\$91,999	\$92,938	\$93,877	\$94,836	\$95,794	\$96,879	\$97,964
B (300+)	202	\$89,369	\$90,281	\$91,193	\$92,123	\$93,053	\$94,003	\$94,952	\$96,030	\$97,107
C (200+)	202	\$88,578	\$89,482	\$90,386	\$91,308	\$92,231	\$93,172	\$94,112	\$95,181	\$96,249
H.S. Asst. Principal	207	\$88,309	\$89,210	\$90,111	\$91,030	\$91,950	\$92,888	\$93,825	\$94,891	\$95,957
M.S. Asst. Principal	197	\$81,788	\$82,623	\$83,458	\$84,309	\$85,161	\$86,029	\$86,898	\$87,893	\$88,888
Director of Comm. Ed.	207	\$82,946	\$83,792	\$84,639	\$85,502	\$86,366	\$87,247	\$88,128	\$89,134	\$90,141
Director of Special Ed.	217	\$92,513	\$93,457	\$94,402	\$95,365	\$96,328	\$97,311	\$98,294	\$99,404	\$100,514
Athletic Director	207	\$81,017	\$81,843	\$82,669	\$83,513	\$84,357	\$85,218	\$86,079	\$87,064	\$88,050
Director of Media/Tech (See LOA)	222	\$87,560	\$88,436	\$89,312	\$90,205	\$91,099	\$92,010	\$92,920	\$93,957	\$94,993

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Longevity

Beginning with 8th           \$1,733

Beginning with  
10th                           \$3,464

Note: For those members entitled to step advancement, s/he will receive a half step in 2012-2013.

## APPENDIX B

Current assumptions utilized for establishing the 2012-13 general fund budget include but are not limited to:

1. No increase in MPSERS rate *Note: anticipated rate = 2011-12 rate*
2. Blended enrollments – decrease by 50 FTE (400,950)
3. Best practice/student growth “incentive” - (46,920 net incremental based on receiving 60% of incentive, another 156,400 could be available)
4. Carry forward fund balance from 2011-12 (472,327)
5. Utilize \$493,166 of fund balance
6. No increase in foundation allowance (\$0)

If there is a “net” positive gain in the “actual” amounts associated with these revenue and expense items between the date of the budget adoption (June 25<sup>th</sup>) and October 31, 2012 after “replacing” **the \$493,166 draw** from the fund balance, the “excess” will be distributed proportionately among all employee groups in a one time off schedule amount. However, the one time off schedule distribution to the bargaining unit will not exceed an amount equal to **2%** of the 2011-12 wages (salary schedule only) of the bargaining unit. Each employee bargaining team can determine how to distribute the funds. Any amount greater than the **2%** “cap” will be maintained by the District.

*Note: Should the district sell any property, the revenue generated will not be considered in this equation.*

APPENDIX C

**LETTER OF AGREEMENT**  
**Between**  
**THE OKEMOS BOARD OF EDUCATION**  
**And**  
**THE ASSOCIATION OF OKEMOS ADMINISTRATORS**

**The parties agree to the following:**

It is recognized that the professional responsibilities of administrators frequently requires evening and weekend commitments. Therefore, it is agreed that should administrators need additional “release” time during their scheduled work year, they may request up to two (2) comp. days per year. The request must be in writing to the Superintendent or designee, and the dates must be mutually agreed upon. Furthermore, it is understood that the comp. days cannot be accumulated or “rolled over” into the next school year.

Administrators can “roll over” one (1) unused comp. day to a maximum of three (3) comp days in any given year. Unused comp days in 2011-12 can be applied to 2012-13.

**The parties agree that the comp. days in no way reflect the amount of extra time required by administration within their positions. However, it is an attempt to acknowledge their commitment and dedication to the students and families of Okemos Public Schools.**

\_\_\_\_\_  
**For the Board**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**For the Association**

\_\_\_\_\_  
**Date**

AGREEMENT

This agreement entered into this 30th day of July, 2012 by and between the following parties:

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Witness

\_\_\_\_\_  
For the Okemos Board of Education

\_\_\_\_\_  
Witness

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